Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
Suite 603, City-County Bldg.
Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

PRELIMINARY AGENDA FOR REVIEW

THE KNOX COUNTY COMMISSION SHALL REVIEW ITEMS FOR THE JANUARY LEGISLATIVE AGENDA TO DETERMINE THE CONSENT AGENDA.

MADAM CHAIR WILL POST TO THE COMMISSION FORUM ALL ITEMS CONSIDERED TO BE NON-CONSENT. COUNTY COMMISSIONERS SHALL POST ANY ADDITIONAL ITEMS THEY WANT PULLED FROM THE CONSENT AGENDA ***NO LATER THAN THURSDAY, JANUARY 23, 2025 AT 12:00 NOON***. ANY ITEMS NOT POSTED ON THE FORUM WILL BE CONSIDERED ON THE CONSENT AGENDA FOR THE LEGISLATIVE AGENDA MEETING ON MONDAY, JANUARY 27, 2025.

I. CALL TO ORDER/ROLL CALL (5:00 P.M.):

A. Devotional

B. Pledge of Allegiance to the Flag

C. Amendments to the Agenda

D. Education Consent Calendar

1. R-25-1-201 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with TransPar Group, Inc. for an Alternative Bell Time Analysis at a cost of $29,640.50 for the term of February 1, 2025 through January 31, 2026, or upon completion of the analysis.
   (Schools)

2. R-25-1-202 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement with Fork Design, LLC Architect for the design of an existing school bus into a mobile library at a cost up to $2,000.00.
(Schools)

3. R-25-1-203 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a performance rights license agreement with Music Theatre International for "Disney's The Lion King Junior" for the term of November 7, 2024 through November 7, 2025 for Holston Middle School at a cost of $1,100.00.
(Schools)

4. R-25-1-204 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Knox Education Foundation for receipt of grant funding up to $75,000.00 to fund the completion of the Literacy Specialist Cohort for 14 Knox County School employees.
(Schools)

5. R-25-1-205 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant agreement with the National Education Association (NEA) Foundation for receipt of a Student Success Grant in the amount of $5,000.00 for Gibbs Middle School.
(Schools)

6. R-25-1-206 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $168,904.09.
(Schools)

E. General Government Consent Calendar

7. R-25-1-110 Consideration of a Resolution of the Commission of Knox County, Tennessee, reappointing Darlene Moyers, Chris Battle, and Commissioner Kim Frazier to the Agricultural Extension Committee. (Terms expire December 31, 2026)
(Commissioner Oster)

8. R-25-1-111 **Defer to February** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Knox County Mayor's recommendations of members for appointment/reappointment to the Knox County Golf Board. (Terms expire December 31, 2028) **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**
(County Mayor)

9. R-25-1-301 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the CY 2025 Appalachia High Intensity Drug Trafficking Area (HIDTA) overtime reimbursement agreement for the reimbursement of up to $114,000.00 in overtime expenses incurred by the Knox County Sheriff's Office.
(Sheriff)

10. R-25-1-302 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Obligation Document with the United States Marshals Service for the reimbursement of overtime expenses incurred by the Knox County Sheriff's Office in assisting the Joint Law Enforcement Operations Task Force with reimbursement of up to $18,000.00 in overtime expenses for the period of October 24, 2024 to September 30, 2025.
(Sheriff)

11. R-25-1-401 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Pavement Technology, Inc., for the provision of asphalt rejuvenator services.
(Engineering and Public Works)

12. R-25-1-402 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a License Agreement with the Tennessee Department of Transportation for the maintenance of greenway facilities along Norris Freeway.
(Engineering and Public Works)

13. R-25-1-403 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction contract in the amount of $1,766,730.00 with Whaley Construction, LLC for intersection improvements at N. Campbell Station Road and Fretz Road.
(Engineering and Public Works)

14. R-25-1-404 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Budget Supplement Agreement in an amount not to exceed $6,750.00 with Cannon & Cannon, Inc. to complete additional design work on Coward Mill Road Phase II.
(Engineering and Public Works)

15. R-25-1-405 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Global Communications and Professional Services, Inc. for the provision of traffic control services.
(Engineering and Public Works)

16. R-25-1-406 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with GEI Consultants, Inc. and Rummel, Klepper & Kahl, LLP for the provision of On-Call Geotechnical Consulting and Material Testing Services.
(Engineering and Public Works)

17. R-25-1-407 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment No. 1 to the Local Agency Project Agreement with the Tennessee Department of Transportation (TDOT) for the Knox County ATMS Phase II project to extend the completion deadline to September 30, 2026.
(Engineering and Public Works)

18. R-25-1-408 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Agreement with Knoxville TPO for the collection of pavement condition data. Federal funding will be provided for 80% of the cost of data collection, with the remaining 20% being paid by Knox County. In FY2024 the amount due will be $121,557.00 and in FY2026 the amount due will be $46,972.00. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**
Defer to February
(Engineering and Public Works)

19. R-25-1-409 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Acts Fleet Maintenance, Inc., Clarke Power Services, Inc., Cummins, Inc. d/b/a Cummins Sales and Service and Southland Transportation Company for the provision of diesel engine repair services.
(Engineering and Public Works)

20. R-25-1-410 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with D.R. Horton, Inc. for road improvements at two intersections, Tipton Station Road at Martin Mill Pike (West) and Maryville Pike at Tipton Station Road.
(DEFERRED FROM DECEMBER AT REQUEST OF SPONSOR)
(previously deferred from October to November and November to December at Request of Sponsor)
(Engineering and Public Works)

21. R-25-1-411 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with KCI Environmental Technologies & Construction, Inc. for design build services in the amount of $615,000.00 for the Coward Mill Dam Removal Project. **(DEFERRED FROM DECEMBER AT REQUEST OF SPONSOR)**
(Engineering and Public Works)

22. R-25-1-412 **Defer to February**

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with S&E Properties, LLC. for road improvements at the intersection of Kingston Pike and Ebenezer Road. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)** *(previously Deferred from December to January at Request of Sponsor)*
(Engineering and Public Works)

23. R-25-1-413 **To Be Added**

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Utility Relocation Agreement with the Knoxville Utilities Board (KUB) for natural gas adjustments as part of the Campbell Station and Fretz Road improvements. **(TO BE ADDED)**
(Engineering and Public Works)

24. R-25-1-501

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement for the Opioid Settlement Funds Program abatement funds for remediation strategies addressing opioid substance misuse with Angelic Ministries International, Inc. in the amount of $25,000.00. (No Local Match Required)
(Community Development)

25. R-25-1-502

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Ernst & Young LLP for the provision of consulting services for a housing inventory, market assessment, and disaster resiliency analysis funded through the Regional Catastrophic Preparedness Grant. (No Local Match Required)
(Community Development)

26. R-25-1-601

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $750,000.00 with the Tennessee Department of Health for the provision of Fetal Infant Mortality Review and Community Infant Mortality Reduction services for the period beginning July 1, 2025 and ending June 30, 2030. (No local match required)
(Health Department)

27. R-25-1-602

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment One to a Grant Contract with the Tennessee Department of Health for the provision of Tobacco Prevention and Cessation Services, which amendment increases the maximum liability of the State under the Grant Contract by $150,000.00 for a total amount of $450,000.00 and extends the term to end on June 30, 2027. (No local match required)
(Health Department)

28. R-25-1-603 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with the Tennessee Department of Health for the provision of laboratory testing to comply with the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) permitting requirements for the period beginning on July 1, 2025 and ending on June 30, 2028 with the cost per test based upon the State's current cost per test price list.
(Health Department)

29. R-25-1-701 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Amended and Restated Conservation Easement and Declaration of Restrictive Covenants among Knox County, the State of Tennessee, and the Seven Islands Foundation, Inc.
(Parks and Recreation)

30. R-25-1-801 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Utility Easement for an overhead transmission line with the Knoxville Utilities Board (KUB) at 1613 Vermont Avenue (Parcel ID 094BA001).
(Procurement)

31. R-25-1-802 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an appropriation in the amount of $74,000.00 from the General Fund Balance to the UT Extension - Knox County for the FY25 Budget. **(TO BE ADDED)**
(Finance)

32. R-25-1-901 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an amendment to the Knox County Sheriff's Office Employees' Merit System Rules and Regulations, 6.1.3.f. Eligibility Requirements, to include Uncharacterized Discharges as an acceptable discharge pending a waiver through POST Commission and/or TN Corrections Institute.
(Merit System Board)

33. R-25-1-902 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving certain Policies and Procedures relating to the Consideration of Petitions for the Creation of Infrastructure Development Districts. **(DEFERRED FROM DECEMBER AT REQUEST OF SPONSOR)**
(County Mayor)

34. R-25-1-903 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with YWCA of Knoxville and the Tennessee Valley for the provision of Victim Advocate Services in the amount of $96,624.00 for the first year of the contract.
(Criminal Court Clerk)

35. R-25-1-904 — **Defer to February**

Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the Tennessee General Assembly to allow Knox County to establish predictable recording fees in the Register's Office. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**
(Register of Deeds)

F. Honorary Resolutions

36. R-25-1-101

Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing the Sunday Tradition/Mulls Singing Convention.
(Commissioner Frazier)

37. R-25-1-102 — **To Be Added**

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Gibbs Ruritan Club on their 75th anniversary and continued services to the community. **(TO BE ADDED)**
(Commissioner Jay and Thompson)

G. Presentations

38.

Presentation of the quarterly Fire and Technical Rescue Committee Report by Director Brent Seymour.
(Community Development)

39.

Presentation by Legal Aid on Eviction Prevention. **(DEFERRED FROM DECEMBER AT REQUEST OF SPONSOR)**
(Commissioners Durrett and Rawls)

H. Public Forum - Agenda Items Only

I. Approval of Minutes of Previous Meeting

J. Drives and Roads

40. Consideration of the Acceptance of New County Roads:
A) Arbor Gate Lane located in Wellington Chase, District 3.
B) Wellington Chase Lane located in Wellington Chase, District 3.
C) Singletree Lane located in Williford Phase I, District 4.
D) Sweet Amber Lane located in Williford Phase I, District 4.
E) Sway Branch Lane located in Williford Phases I & II, District 4.
F) Valley Glen Boulevard located in The Glen at West Valley Unit II, District 5.
G) Iris Garden Lane located in The Glen at West Valley Unit II, District 5.
H) Tropical Lane located in The Glen at West Valley Unit II, District 5.
I) Sandy Springs Lane located in The Glen at West Valley Unit II, District 5.
J) Magical Drive located in The Glen at West Valley Unit II, District 5.
K) Paradise Valley Lane located in The Glen at West Valley Unit II, District 5.
L) Pepper Ridge Lane located in Brandywine at Pepper Ridge, District 6.
M) Poppyseed Lane located in Towering Oaks Subdivision, District 6.
N) Spearmint Lane located in Towering Oaks Subdivision, District 6.
O) Curly Top Lane located in Towering Oaks Subdivision, District 6.
P) Pepper Bush Lane located in Hayden Farms Phase 1B, District 6.
Q) Flame Willow Lane located in Hayden Farms Phase 1B, District 6.
R) Lemon Berry Street located in Hayden Farms Phase 1B, District 6.
S) Park Grove Lane located in Spradlin Place Unit 1, District 7.
T) Hollow Oak Lane located in Spradlin Place Unit 1, District 7.
U) Stillglen Lane located in Spradlin Place Unit 1, District 7.
V) Country Brook Lane located in Spradlin Place Units 1 & 2, District 7.
W) Lantern Ridge Lane located in Spradlin Place Units 1 & 2, District 7.
X) Briarhill Lane located in Spradlin Place Unit 2, District 7.
Y) Glen Eagle Lane located in Spradlin Place Unit 2, District 7.
Z) Whisper Lane located in Bent Branch Subdivision, District 7.
(Engineering and Public Works)

41. **2nd Reading** Consideration of the closure of unbuilt Right-of-Way between Lot 1 and Community Lot 1 of the 2017 plat titled Laurel Ridge Phase 1 in Commission District 6. **(SECOND READING)**
(Engineering and Public Works)

K. Line Item Transfers

42. Line Item Transfers - Total amount of $2,396,822.92.
(Finance)

L. Budget Amendments

43. **Withdraw** Budget Amendments. **(WITHDRAW AT REQUEST OF SPONSOR)**
(Finance)

M. Notary Public Applications

N. Spread of Record

44. Spread of Record the Knox County Mayor's Order reappointing Ruth Ann Milsaps to the Board of Commissioners of the West Knox Utility District.
(County Mayor)

45. Spread of Record the Knox County Property Assessor's appointment of Jim Weaver to the Knox County Employee Insurance Benefits Committee, to complete an unfulfilled term expiring December 31, 2027.
(Property Assessor)

O. General Government Resolutions (non-consent)

P. Ordinances on First Reading

Q. Ordinances on Second Reading

R. Public Forum - Open Topics

S. Other Business

T. Adjournment

RLA-16848 **R-25-1-201**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with TransPar Group, Inc. for an Alternative Bell Time Analysis at a cost of $29,640.50 for the term of February 1, 2025 through January 31, 2026, or upon completion of the analysis.
(Schools)

Attachments

Resolution
Contract
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH TRANSPAR GROUP, INC. FOR AN ALTERNATIVE BELL TIME ANALYSIS AT A COST OF $29,640.50 FOR THE TERM OF FEBRUARY 1, 2025 THROUGH JANUARY 31, 2026, OR UPON COMPLETION OF THE ANALYSIS.

RESOLUTION: **R-25-1-201**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into a contract with TransPar Group, Inc. through a Cooperative Purchasing Agreement (NCPA/OMNIA Partners Contract No. 05-85) for the provision of an Alternative Bell Times Analysis; and

WHEREAS, the proposed contract with TransPar Group, Inc. is effective for the term of February 1, 2025 through January 31, 2026, or upon completion of the analysis; and

WHEREAS, the contract with TransPar Group, Inc. sets forth the terms and conditions under which TransPar Group, Inc. will provide the Alternative Bell Times Analysis at a cost of $29,640.50; and

WHEREAS, at its regularly scheduled meeting on January 9, 2025, the Knox County Board of Education approved the contract with TransPar Group, Inc. for an Alternative Bell Times Analysis.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with TransPar Group, Inc. for the provision of an Alternative Bell Times Analysis is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with TransPar Group, Inc. for the provision of an Alternative Bell Times Analysis shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government
and
TransPar Group, Inc.

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and Transpar Group, hereinafter referred to as "Contractor."

Whereas, the County has agreed to enter into a Cooperative Purchasing Agreement (NCPA/OMNIA Partners Contract No. 05-85) for an Alternative Bell Times Analysis for Knox County Schools and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Scope of Services, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by this document and attachments hereto.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends the 31st day of January 2026 or upon completion of the Alternative Bell Time Analysis, unless terminated in conformity with the terms of this Contract as contained in paragraphs four and five. No services shall be rendered prior to Knox County issuing a Purchase Order.

2. Amendments. No alterations, amendments, changes, modification or additions to this Contract shall be binding on Knox County without prior written approval of the County.

3. Payment. Services shall only be rendered upon the issuance of a signed purchase order. Knox County requires a minimum of thirty (30) days to process payment after receipt of a properly submitted invoice. If an invoice has not been paid within thirty (30) days, vendor shall contact the using department. The County will not agree to any late payment fees, penalties, etc. Any provision requiring late payment fees, penalties, etc., in a response to this solicitation or any other supplemental agreement(s) will not be accepted. The County shall pay Contractor properly submitted invoices as agreed upon in Attachment B The Scope of Services; pursuant to all payments being compliant with Omnia Partners Contract No. 05-85 and subject to the County's review and approval.

4. Termination. The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, and due to the timeframe required by the County to solicit and contract for goods and services, Contractor agrees to give Knox County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

Should the Contractor fail to provide the Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem as soon as possible. Failure to correct the problem(s) in a timely manner or repeated issues occurring with the service(s) to be provided, may lead to the termination of the Contract by the County. For the purposes of this Contract, interruption shall not include interruptions due to normal system maintenance or Force Majeure events.

5. Appropriations. In the event no funds are appropriated by the County for an Alternative Bell Times Analysis in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability resulting from actions of the Contractor or Contractor's employees.

7. **Insurance.** Contractor shall be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage listing Knox County as an additional insured. It shall be the Contractor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the Contract is in effect.

8. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of an Alternative Bell Time Analysis, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. **Prohibition against assignment.** Contractor shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of the County. If Contractor assigns this contract to another party, an Assignment of Contract must be executed between the County and the new party. Knox County will draft this "Assignment of Contract" document. Any assignment without such express written permission may result in the automatic termination of this Agreement.

11. **This Contract** shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient form.

12. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. **Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract. Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Knox County will comply with all legitimate requests.

15. **Contractor** shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all third-party suits, claims, actions or physical damages of any nature brought because of, arising out of, or due to any alleged breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any grossly negligent act or occurrence or any intentional omission or commission of Contractor, its subcontractors, suppliers, agents or employees. Knox County has not been given authority under the laws of the State of Tennessee to indemnify a contractor under any circumstances. This includes, but is not limited to, Third Party Claims. The inclusion of any language requiring indemnification by the County in this Contract or any supplemental documents, will not be accepted.

16. **Delivery. Following the issuance of a signed Purchase Order,** Contractor shall render services for the County in accordance with Attachment B: Knox County Schools-Transpar Group Quote & Project Pricing Breakdown- OMNIA Contract No. 05-85.

17. **Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, that it is current in its respective federal, state, county, and city taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

18. Limitations of liability. In no event shall the County be liable for indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages. No provision of this Agreement shall act or be deemed to be a waiver by Knox County or the County/School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann 29-20- 101 et seq. Any liability to the Vendor or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the County/School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq."

19. Contract documents. This Contract is the leading document and shall take precedence over any documents referenced herein. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. NCPA/OMNIA Partners Contract No. 05-85 (Attachment A)
B. Knox County Schools-TransPar Quote & Project Pricing Breakdown-OMNIA Partners Contract No. 05-85 (Attachment B)
C. Timeline Clarification (Attachment C)

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year last written below.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 20____, as reflected in its minutes, and certified by its Chairperson.

_____ _____
BOARD CHAIR – Signature **BOARD CHAIR**

Date:_____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO. 24-878
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date: 12/16/2024

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

TRANSPAR GROUP, INC.
COMPANY NAME

Date:_____

ATTACHMENT A:

NCPA
An OMINA PARTNERS COMPANY

REQUEST FOR PROPOSAL (RFP)
FOR
Fleet Management and Leasing

SOLICITATION NUMBER 02-23
NCPA/ OMNIA PARTNERS Contract Number 05-85

NCPA
An OMNIA Partners Company

REQUEST FOR PROPOSAL (RFP) FOR
Fleet Management and Leasing

SOLICITATION NUMBER
02-23

PUBLICATION DATE
February 7th, 2023

Competitive Solicitation by
Region 14 Education Service Center
for
Fleet Management and Leasing
on behalf of itself and other Government Agencies
and made available through the
National Cooperative Purchasing Alliance
RFP # 02-23

NOTICE TO RESPONDENT:

Submittal Deadline:
Thursday, March 23rd, 2023 2:00pm CT

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than March 16th, 2023. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Fleet Management and Leasing for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Fleet Management and Leasing, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

INTRODUCTION/SCOPE

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Fleet Management and Leasing.

Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
- Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

INSTRUCTIONS TO RESPONDENTS

Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

Public Bid Opening

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

Required Proposal Format

Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

Tabs

Tab 1 – Master Agreement / Signature Form
Tab 2 – NCPA Administration Agreement
Tab 3 – Vendor Questionnaire
Tab 4 – Vendor Profile
Tab 5 – Products and Services / Scope
Tab 6 – References
Tab 7 – Pricing
Tab 8 – Value Added Products and Services
Tab 9 – Required Documents

TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)
Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

TransPar Group, Inc.
Company Name

880 Island Park Drive, Suite 300, Daniel Island SC 29492
Address

Daniel Island	South Carolina	29492
City	State	Zip

(888) 518-3377
Telephone Number

Fax Number

mbrassfield@transpar.com
Email Address

Micah Brassfield	Director of Advisory Services
Printed Name	Position



Authorized Signature

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TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and TransPar Group, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 05-85, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Fleet Management and Leasing;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

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- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

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termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	TransPar Group, Inc.
Organization	Vendor Name
Sarah Vavra	Micah Brassfield
Name	Name
Sr. Vice President, Public Sector Contracting	Director of Advisory Services
Title	Title
5001 Aspen Grove	880 Island Park Drive, Suite 300
Address	Address
Franklin, TN 37067	Daniel Island, SC 29492
Address	Address
Sarah Vavra	
Signature	Signature
May 1, 2023	3/17/2023
Date	Date

TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ **All 50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☒ **All U.S. Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)	
☐ American Samoa	☐ Northern Marina Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands

☐ Midway Islands	
☒ **All Canada Provinces and Territories** (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☒ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☒ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Daniel Island, State of South Carolina.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct ☐ Certified education/government reseller

☐ Authorized Distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☒ Other: Consulting/Management Firm

Processing Contact Information

Contact Person	Micah Brassfield
Title	Director of Advisory Services
Company	TransPar Group, Inc.
Address	880 Island Park Drive, Suite 300
City/State/Zip	Daniel Island, SC 29492
Phone	(512) 284-2916
Email	mbrassfield@transpar.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

TAB 4
VENDOR PROFILE

- **Company's official registered name**: TransPar Group, Inc.

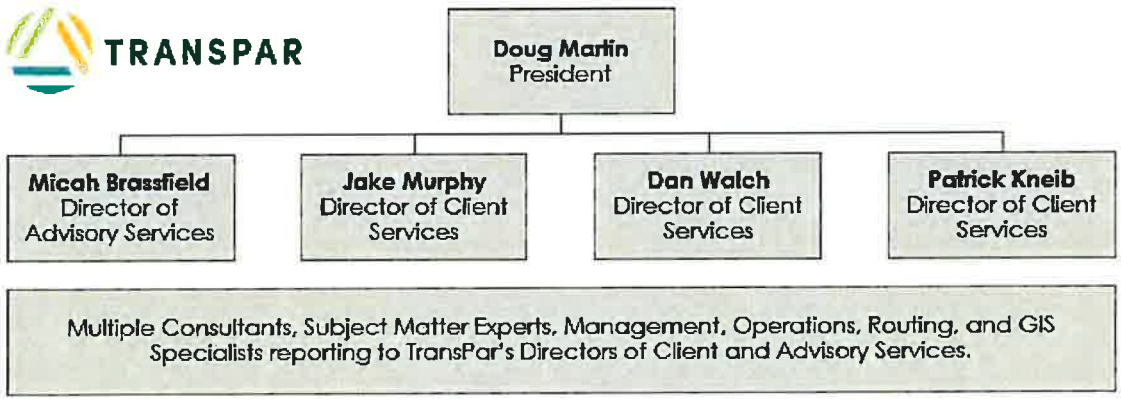
- **Brief history of your company, including the year it was established.**

TransPar Group, founded in 1995, is the largest consulting and management company in North America dedicated to pupil transportation. Our team has performed more than 450 consulting and management projects of various sizes and types for districts, schools, and state agencies in 41 states, from Rhode Island to Hawai'i, and in 4 provinces, for over 27 years. Our mission aligns directly with so many of our clients and the challenges that they face, in that we exist to ***ensure equitable access to education through Responsible Student Transportation.***

Our work has always focused on supporting instructional leaders in identifying quality improvements to their transportation systems while seeking to lower transportation costs. Furthermore, we understand the increased complexities that districts face in working to provide safe and high-quality transportation services amidst and following the COVID-19 pandemic, as well as the current state of the economy and labor market. These challenging realities have created an even greater need for districts to establish the safest, most reliable and most cost-effective educational systems possible, of which student transportation is an undeniable and integral part of achieving.

- **Company's Dun & Bradstreet (D&B) number:** N/A

- **Company's organizational chart of those individuals that would be involved in the contract.**



- **Corporate office location:**
  - ***List the number of sales and services offices for states being bid in solicitation.***
  - ***List the names of key contacts at each with title, address, phone, and e-mail address.***

    Though we have employees spanning across the United States and Canada, our corporate office is located at 880 Island Park Drive, Suite 300, Daniel Island, SC 29492.

Key contacts:

Doug Martin
President - Worldwide
dmartin@transpar.com
(843) 480-9095

Micah Brassfield
Director of Advisory Services - Worldwide
mbrassfield@transpar.com
(512) 284-2916

Patrick Kneib
Director of Client Services - Worldwide
pkneib@transpar.com
(843) 480-9095

Jennifer Wilson
Regional Senior Accountant - Worldwide
jwilson@transpargroup.com
(843) 480-9095

- **Define your standard terms of payment.** Standard Net 30 payment terms apply.

- **Who is your competition in the marketplace?**

TransPar is the only consulting and management firm dedicated to student transportation. Other companies with which TransPar has recently competed either solely provide consulting services, and do not offer management services, and/or provide a broader range of advisory services to school districts. Those companies include:

- Center for Effective School Operations (CESO)
- First Solutions
- School Bus Logistics (SBL)
- Transportation Advisory Services (TAS)

• **What differentiates your company from competitors?** No other student transportation company has the years of experience and professional expertise that is offered by the TransPar team, nor do they provide the combination of consulting and management services we offer. Our breadth of experience and the variety of projects with which we have experience is unmatched among other transportation consulting firms. Further, our partnership with Mercury Associates allows us access to some of the industry's foremost fleet experts, allowing us an expanded perspective regarding the best way to approach operational efficiencies within transportation and to support our clients in providing equitable access to education through responsible student transportation.

• **Describe how your company will market this contract if awarded.** TransPar will include NCPA on our website, and in communications and marketing materials – both at tradeshows and on our social media platforms. Our personalized approach includes an introductory email and phone call, followed by a scheduled face-to-face meeting. Each of our clients faces unique challenges within their specific operations, so it is important that we understand each client's situation and needs to provide the customized analysis and recommendations that will best serve each individual customer.

• **Describe how you intend to introduce NCPA to your company.** TransPar has been a member of NCPA for the last five years and has established a working relationship with our current NCPA point of contact. As such, our employees are very familiar with NCPA and the advantages it provides to us and our clients. Going forward, similar to our approach to marketing the contract, our approach to any new introductions will be personalized. Once awarded, it is vital to understand the expectations that NCPA has for its' clients and vendor partners, as our approach will be tailored to the individualized solutions and services we offer.

• **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.** TransPar's products and services are tailored to meet the needs of clients and cannot be ordered online. Our client partnership cycles often take several weeks to determine the financial and operational needs of each individual client we serve. Once our client's needs are determined, we can recommend which of our services would be the best fit for the designated project, and a work plan and contract can be developed accordingly.

• **Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)** Every employee in our company is part of the customer service department. Each of our customers has the email and cell phone number of multiple members of our team, in addition to their primary point of contact, to address any immediate needs, and our team stands ready and eager to assist and support our clients at any time.

• **Green Initiatives (if applicable)**

- **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

  As a company, TransPar has implemented and encouraged work-from-home options for its employees, when possible, which has allowed the company to reduce its carbon footprint. Additionally, where possible, TransPar closely monitors travel and minimizes travel to that which is primarily required or requested by its clients.
  With regards to specific green initiatives within the student transportation industry, TransPar remains agnostic regarding alternative fuel sources and electric vehicles, and

thus is able to offer impartial professional guidance to each of our clients regarding the alternative fuel sources and green initiatives that are most feasible for each individual operation. We will evaluate the practicality and cost of implementing these options, if they are not already in use, including an evaluation of infrastructure, fueling/charging availability, and other specifics relating to customer needs. We have noticed an increased need for these types of studies among our existing clients, and we are always prepared to support our customers in their quests to determine the most cost-effective and environmentally-friendly approach to fleet management for their operation.

- **Anti-Discrimination Policy (if applicable)**
  - **Describe your organizations' anti-discrimination policy.**

    TransPar is committed to a work environment in which all individuals are treated with respect and dignity. As such, we strive to create an atmosphere which promotes equal employment opportunities and a safe, equitable workplace for all employees regardless of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, or any other characteristic protected by law. TransPar will make every reasonable effort to ensure that any complaint or violation of this policy is investigated and resolved appropriately.

- **Vendor Certifications (if applicable)**
  - **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

    There are no formal licenses, registrations, or certifications required for our services within the student transportation industry.

TAB 5
PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Fleet Management and Leasing categories. List all categories along with manufacturer that you are responding with:

- **Fleet Management** – Provide a customized fleet management solution at no additional cost to clients. Services include; a total cost of ownership analysis, vehicle life cycle analysis, vehicle replacement plan and schedule, vehicle administration, and quarterly fleet reviews.
- **Bus Selection and Acquisition** – Help clients choose the proper bus and equipment for their specific application that has the lowest cost of ownership.
- **Financing** – Provide clients with the ability to both lease or finance.
- **Maintenance management services** – Help clients design a maintenance program that best balances in-house and contracted services. Provide national account parts management program to repair part. Provide analyses that can help you determine what type of maintenance services would be most beneficial to an organization.

- **Risk management services** – Help support client's risk management both reduce risk and reduce costs. Provide subrogation, claims management, and driver training programs.
- **Fleet disposal management** – Provide disposal of customer's vehicles to maximize resale value.

TransPar offers the following solutions and services to our clients:

- Fleet management
- Bus selection and acquisition
- Maintenance management services
- Risk management services including support for reducing risk, reducing costs, and driver training programs
- Operations management, specializing in student transportation
- Transportation advisory services

Given that TransPar's offerings are in the form of a service and do not include any physical products, warranty period, replacement parts, life expectancy of equipment, and return policy do not apply.

TAB 6
REFERENCES

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to https://www.procurated.com.

TAB 7
PRICING

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

TransPar has submitted Tab 7 - Pricing to Bonfire separately as specified above.

TAB 8
VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

TAB 8

VALUE ADDED PRODUCTS AND SERVICES

In addition to the services outlined in Tab 5 – Products and Services/Scope, TransPar offers management and staffing services up to and including contractor management, bus driver recruitment and staffing solutions, transportation department management, onsite routing support, and on- and/or off-site mentorship for our school district partners who may require additional support within their transportation departments. We also offer a myriad of advisory services including but not limited to alternative fuel and electric vehicle feasibility analyses, routing efficiency studies, walk zone studies, staffing reviews, bell time alignment studies, insourcing and outsourcing transition support, operational assessments, and customized solutions to best suit our individual client's needs.

Finally, TransPar offers our proprietary Incident Management System (IMS) for clients who may be seeking a more efficient way to track, tabulate, and address incidents and customer service concerns within their departments. IMS is a web-based system designed by transportation professionals for transportation professionals to track student referrals, accidents, employee and driver incidents, planning, routing, and general service delivery issues in order to develop high-level department reports and improve overall customer service within their department.

TAB 9
REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations 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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *"Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror TransPar Group, Inc.

Address 880 Island Park Drive, Suite 300

City/State/Zip Daniel Island, SC 29492

Authorized Signature 

Date 03/19/2023

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name: TransPar Group, Inc.

Address: 880 Island Park Drive, Suite 300

City/State/Zip: Daniel Island, SC 29492

Telephone Number: (512) 284-2916

Fax Number:

Email Address: mbrassfield@transpar.com

Printed Name: Micah Brassfield

Title: Director of Advisory Services

Authorized Signature: 

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2023

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

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

PRODUCER
IMA, Inc. - Kansas City
9393 W. 110th Street
Suite 600
Overland Park KS 66210

License#: PC-1210733

CONTACT NAME: Alex Springer
PHONE (A/C, No, Ext): 913-643-2420 **FAX (A/C, No):**
E-MAIL ADDRESS: Alex.Springer@imacorp.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	The Cincinnati Indemnity Company	23280
INSURER B	The Cincinnati Casualty Company	28665
INSURER C	Federal Insurance Company	20281
INSURER D		
INSURER E		
INSURER F		

INSURED
Transportation Sector Consultants, Inc.
880 Island Park Drive
Suite 300
Daniel Island SC 29492

TRANSEC-01

COVERAGES **CERTIFICATE NUMBER:** 1035618099 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			EPP 0509843	11/3/2021	11/3/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EBA0509843	11/3/2021	11/3/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			EPP 0509843	11/3/2021	11/3/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWC0509846	11/3/2022	11/3/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Retroactive Date January 22, 2016			8247-2116	11/3/2022	11/3/2023	Each Claim Aggregate Retention	$2,000,000 $2,000,000 $25,000

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

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brenda Vinsant

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ATTACHMENT B:

Knox County Schools- TransPar Quote & Project Pricing Breakdown

OMNIA Partners Contract No. 05-85

TRANSPAR

Knox County Schools – TransPar Quote & Project Pricing Breakdown – OMNIA Contract #05-85

Proposed Service: Alternative Bell Times Analysis

Service Summary: TransPar, as a provider of student transportation consulting and management services to school districts across the United States, fully appreciates the impact and influence that changing bell times can have on school communities. While the driving force behind conducting a bell time change is most often associated with an attempt to improve upon and/or mitigate transportation costs and/or service challenges, it is still a difficult undertaking to alter a schedule around which district stakeholders have not only planned the educational goals of the district, but a schedule around which all other stakeholders (students, parents, teachers, community members) have also planned their personal and professional lives.

It is TransPar's understanding that the district is engaging in this project internally and at a higher level, and as such, is not in need of a full route efficiency study or a stakeholder engagement effort in this work. Thus, TransPar's proposed approach to this scope of work has been summarized in the following overview of tasks for this project:

- **Task 1.1 – Project Initiation, Data Collection and Evaluation:** TransPar's Advisory Services Team will conduct a virtual project kick-off call upon project award, prior to which the team will have requested current bell time information, planned route data, and local and state policies/guidelines pertaining to mandated lengths of instructional day, student transportation eligibility, and maximum ride times, along with other pertinent information.
- **Task 1.2 – Establish District Bell Time Parameters and Constraints**: Prior to the development of any bell time alternatives, the district and transportation leadership must provide the parameters and constraints under which scenarios can be developed which includes but is not limited to the earliest allowable start time for any school, earliest allowable bus drop-off times for any school, latest allowable start and end times for any school, the maximum desired time students should be on buses, minimum and maximum required lengths of instructional day, and any other preferences and considerations that will frame the feasibility of scenarios that are developed.
- **Task 1.3 – Initial Options Development:** Up to three (3) alternative scenarios will be developed. Following feedback from district and transportation leadership, this task will also include either one (1) revision or modification of each scenario, or a total of three (3) revisions or modifications. Each scenario will summarize the proposed changes, possible benefits of, and/or challenges associated with implementation. While a financial analysis will not be performed, TransPar will request financial data to surmise an average annual cost of a route to provide an estimated cost impact of each scenario.
- **Task 1.4 – Scenario Selection and Finalization, and Final Presentation:** Once the district and transportation leadership has selected a final scenario, it will be reviewed and revised one final time and discussed in a final presentation.

The proposed cost for these services, which will be performed 100% remotely, is as follows:

Project Roles	Hours	Rate	Cost
Project Executive	20	$ 219.73	$ 4,394.60
Project Manager	20	$ 191.68	$ 3,833.60
Senior Consultant	50	$ 172.98	$ 8,649.00
Consultant	0	$ 154.28	$ -
Junior Consultant	90	$ 126.23	$11,360.70
Admin Clerical	20	$ 70.13	$ 1,402.60
Total	**200**		**$29,640.50**

ATTACHMENT C:
TIMELINE CLARIFCATION

Rachel Cabrera

From: RYAN DILLINGHAM <ryan.dillingham@knoxschools.org>
Sent: Wednesday, December 4, 2024 2:58 PM
To: Rachel Cabrera
Subject: [External]FW: Bell Time Optimization Study - TransPar
Attachments: Quote_Knox County Schools_Omnia Pricing Breakdown.pdf

Thanks again Rachel.

Ryan Dillingham
Knox County Schools
Executive Director of Transportation
(865) 594-1550
P.O. Box 2188 Knoxville, TN 37901-2188

From: Micah Brassfield <mbrassfield@transpar.com>
Sent: Thursday, November 21, 2024 12:52 PM
To: RYAN DILLINGHAM <ryan.dillingham@knoxschools.org>; Barry Martin <Barry.Martin@omniapartners.com>
Cc: Mike Brassfield <mikeb@transpar.com>; Erin Reger <ereger@transpar.com>
Subject: RE: Bell Time Optimization Study - TransPar

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Ryan,

Thank you again for taking the time to speak with us this morning. I had an opportunity to pull this together a little more quickly than anticipated, so please find an overview of our proposed services to conduct an alternative bell time analysis. The information includes with the requested quote, which references our OMNIA contract #05-85, and provides a breakdown of the estimated number of hours and project resources allocated to complete this work.

The average project timeframe, contingent upon date of contract award, how quickly the district can provide the needed data at the outset of the project, and how quickly the district provides guidance and feedback on the initial and final scenarios developed, is 3-4 months.

If you have any questions or need any further information at this time, please do not hesitate to let us know.

We appreciate your consideration of TransPar and wish you the best as you continue your vendor quote review and selection.

Thank You,

Micah Brassfield
Vice President of Operations
e mbrassfield@transpar.com
m (512) 284-2916
www.transpargroup.com
https://www.linkedin.com/in/micahbrassfield/

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Contract with TransPar Group, Inc. to conduct an analysis of school start and ending times and the potential impacts of shifting those times, particularly on bus routes.

Cost to Knox County Schools

$29,640.50

Description and Type of Funding Source

Transportation Department General Purpose Budget

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-16849 **R-25-1-202**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement with Fork Design, LLC Architect for the design of an existing school bus into a mobile library at a cost up to $2,000.00.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT WITH FORK DESIGN, LLC ARCHITECT FOR THE DESIGN OF AN EXISTING SCHOOL BUS INTO A MOBILE LIBRARY AT A COST UP TO $2,000.00.

RESOLUTION: **R-25-1-202**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into an agreement with Fork Design, LLC for the design of an existing school bus into a mobile library; and

WHEREAS, the attached Agreement sets forth the terms and conditions under which the architectural services will be provided; and

WHEREAS, at its regularly scheduled meeting on January 9, 2025, the Knox County Board of Education approved the Agreement with Fork Design, LLC for the design an existing school bus into a mobile library at a cost up to $2,000.00.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement with Fork Design, LLC for the design of an existing school bus into a mobile library is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Agreement with Fork Design, LLC for the design of an existing school bus into a mobile library shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve architect contract for KCS ReadShare Book Bus

Cost to Knox County Schools

$1750-2000 (covered by grant)

Description and Type of Funding Source

Grant from GELF (accepted in July 2024)

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

KNOX COUNTY SCHOOLS
ACADEMIC SUPPORTS

Sarah Searles
Supervisor of Academic Resources

Candice Janco
Administrative Assistant

[865] 594-2975

MEMORANDUM

TO: Dr. Jon Rysewyk, Superintendent

FROM: Sarah Searles, Supervisor of Academic Resources

DATE: December 12, 2024

RE: Approve architect contract for KCS ReadShare Book Bus

Dr. Rysewyk et al,

For the last three years, the Academic Resources team has been working to design new programming to support students in previously underserved areas, under an umbrella we call ReadShare. In July, the Board of Education approved acceptance of a grant from the Governor's Early Literacy Foundation (GELF) for funding to convert a decommissioned school bus into a new ReadShare Book Bus. When complete, we plan to use the Book Bus to greatly increase school library services to the district's PreK students, most of whom either do not have a traditional school library in their building or cannot regularly access it due to master scheduling constraints.

Attached is a contract with architect Forrest Kirkpatrick of Fork Design, LLC for the design plans to convert the school bus to its new purpose. Mr. Kirkpatrick, a local small business owner, has generously offered to support our ReadShare goals by limiting his fee to 10% of the total cost of the construction and fabrication, with any additional work time considered an in-kind donation to our effort. Based on the initial estimates we've received from fabricators, this would make the total due to Mr. Kirkpatrick approximately $1,750-$2,000, which would be covered by the GELF grant funds we have already received.

Please let me know if you need any further information regarding our request to approve this contract.

Sarah Searles
Supervisor of Academic Resources

DRAFT AIA Document B105® - 2017
Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirteenth day of December in the year Two-Thousand Twenty-Four

BETWEEN the Owner:
Knox County Schools c/o Sarah Searles
sarah.searles@knoxschools.org

And the Architect:
Fork Design, LLC c/o Forrest Hunt Kirkpatrick TN #104196
214 W Magnolia Avenue
Knoxville, TN 37917
forrest@forkdesign.us

For the following Project:
BookBus
Knox County Schools
Knox County, TN

This project is to:

- Convert an existing school bus into a mobile library with circulating collections;
- Provide a portable library experience for Knox County Pre-schoolers who do not currently have a library at their facility;
- Encourage the tactile experience of learning through books.

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

None.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval

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of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall assist the Owner in coordinating fabrication efforts, providing site observations, reviewing documents, and adding/clarifying design information.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in

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accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

One-Hundred Seventy-Five dollars ($175) per hour, up to ten percent (10%) of funding allocated to the project. Time incurred in excess of ten percent (10%) of funding allocated to the project shall be considered a like-kind donation in exchange for project sponsorship in accordance with Knox County Schools' sponsorship efforts for this program.

The Owner shall pay the Architect an initial payment of zero dollars ($ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus fifteen percent (15 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one-point-five percent (1.5 %) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

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ARTICLE 7 OTHER PROVISIONS

Reimbursable expenses include but are not limited to: printing, postage, consultants, permit fees, etc. Mileage shall be billed at a rate of sixty-five cents ($0.65) per one (1) mile.

This agreement incorporates *Exhibit A Article 7 Other Provisions*.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	**ARCHITECT** (Signature)
	Fork Design, LLC c/o Forrest Hunt Kirkpatrick, Owner
Sarah Searles, Knox County Schools *(Printed name and title)*	Architect TN #104196 *(Printed name, title, and license number, if required)*

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Exhibit A
Article 7 Other Provisions

1. Entire Agreement; Modification.
This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter, and may be modified only by a written instrument duly executed by both parties.

2. Waiver.
The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

3. Assignment; Binding Effect.
This Agreement may not be assigned by either party without the express written consent of the other party; but a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of Fork Design acquires all of the rights and obligations under this Agreement. Otherwise, this Agreement shall be binding upon and inure to the benefit of the parties and their successors, assigns, heirs, representatives, and beneficiaries.

4. Additional Documents.
Each of the parties agrees to execute any document or documents that may be reasonably requested from time-to-time by any other party to implement or complete such party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligation under this Agreement.

5. Severability.
If any provision in this Agreement shall be found by a court, arbitrator, referee, or governmental authority of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be construed and enforced as if it had been narrowly drawn so as not to be invalid, illegal, or unenforceable, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

6. Construction.
The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party and/or her/his counsel have reviewed and revised the Agreement and that the traditional rule of construction to the effect that any ambiguities be resolved against the drafting party shall not be employed in the interpretation and construction of this Agreement or any amendments hereto.

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7. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of any of the terms or conditions of this Agreement, or because of an alleged dispute, breach, or default arising out of, or related to, the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party the costs and expenses it incurred in such action, including but not limited to, reasonable attorney's fees and costs and other expenses incurred at trial, and/or in appellate proceedings, in addition to any other relief to which such party may be entitled. The extent to which a party is determined to be a "prevailing party" and the appropriate allocation of attorneys' fees and costs and other expenses shall be decided by the court.

8. Survival.

Termination of this agreement with Fork Design shall not terminate any continuing obligation(s) of the parties under this Agreement, and the parties hereby agree that such obligation(s) shall survive termination, unless the context of the obligation requires otherwise.

9. Compliance with Government Laws and Regulations.

If any term or condition of this Agreement or the application thereof to any person or event shall, in the opinion of Fork Design or Fork Design's counsel, violate or potentially violate any laws, orders, rules, or regulations currently enforced by or hereafter promulgated by any federal, state, municipal, or other governmental authority or agency, the parties agree to negotiate in good faith to amend or modify this Agreement so that it complies with such laws or regulations, using their best efforts to preserve the rights and obligations of each party as nearly as possible and minimize the economic effect on both parties. If the parties are unable to reach agreement on such amendment or modification within thirty (30) days, either party may terminate this Agreement.

10. Notices.

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by nationally recognized overnight courier, certified mail, return receipt requested, or first class mail, to the addresses below; hand-delivered to the party to whom it is to be given; or sent by e-mail to the address below. Any party may change such address by written notice to the other party. Any notice or other communication given by overnight courier shall be deemed given upon receipt. Any notice or other communication given by certified or first class mail shall be deemed given two (2) days after mailing thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

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If to Owner: Knox County Schools c/o Sarah Searles
sarah.searles@knoxschools.org

If to Fork Design: Fork Design, LLC
% Forrest Kirkpatrick, Architect
214 W Magnolia Avenue
Knoxville, TN 37917
Email: forrest@forkdesign.us

11. Headings.
The part and paragraph titles included herein are for organizational purposes only and are not a part of this Agreement. As such, said titles shall be given no effect in the interpretation of this Agreement.

12. Counterparts.
This Agreement may be executed in two or more counterparts in the English language, and each such counterpart is considered an original of this Agreement. Facsimile or PDF copies of signatures shall be treated as original signatures for all purposes. In case of any conflict between the English version and any translated version of this Agreement, the English version controls. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-898

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/23/2024

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve architect contract for KCS ReadShare Book Bus

Cost to Knox County Schools

$1750-2000 (covered by grant)

Description and Type of Funding Source

Grant from GELF (accepted in July 2024)

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-16850 **R-25-1-203**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a performance rights license agreement with Music Theatre International for "Disney's The Lion King Junior" for the term of November 7, 2024 through November 7, 2025 for Holston Middle School at a cost of $1,100.00.
(Schools)

Attachments

Resolution
Agreement
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A PERFORMANCE RIGHTS LICENSE AGREEMENT WITH MUSIC THEATRE INTERNATIONAL FOR "DISNEY'S THE LION KING JUNIOR" FOR THE TERM OF NOVEMBER 7, 2024 THROUGH NOVEMBER 7, 2025 FOR HOLSTON MIDDLE SCHOOL AT A COST OF $1,100.00.

RESOLUTION: **R-25-1-203**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into an agreement with Music Theatre International for the provision of a dramatic performing rights license and materials for Holston Middle School's production of "Disney's The Lion King Junior"; and

WHEREAS, the agreement with Music Theatre International is in the amount of $1,100.00 for the term of November 7, 2024 through November 7, 2025; and

WHEREAS, the Knox County Board of Education approved the agreement with Music Theatre International for the aforesaid purpose at its regularly scheduled meeting on January 9, 2025.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The performance rights license agreement with Music Theatre International for Holston Middle School's production of "Disney's The Lion King Junior" is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the performance rights license agreement with Music Theatre International for Holston Middle School's production of "Disney's The Lion King Junior" shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

MUSIC THEATRE INTERNATIONAL'S BROADWAY junior COLLECTION

Contract #: **51788198**

DRAMATIC PERFORMING RIGHTS LICENSE for
DISNEY'S THE LION KING JUNIOR

By signing below, You the undersigned ("You" or "Your"), hereby agree to perform this musical show, using the authorized ShowKit™ from *MTI's Broadway Junior Collection®* (the "ShowKit™") provided in conjunction with the issuance of this license:

School: Holston Middle School **Principal:** Kathryn Lutton
Teacher: Natalee Elkins **Teacher E-mail:** natalee.elkins@knoxschools.org
School Address: 600 Chilhowee Drive **City:** Knoxville **State:** TN **Zip:** 37924
School Telephone: 865-594-1300 **School Fax** N/A

Your ShowKit™ includes the following materials: (30) Actor's Scripts (script & music)
(1) Director's Guide (including logo pages, production handbook, script, etc.) • (1) Piano/Vocal Score
Digital Items include: Accompaniment Tracks / Guide Vocal Tracks / Choreography Videos / Family Matters Files

YOU AGREE TO BE SUBJECT TO AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. This license is valid for up to 10 performances, or up to 1,600 tickets during the 12-month period **11/07/2024** to **11/07/2025**. In any event, it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past license date. You agree that: [a] ticket prices for any performance of the show shall not exceed $15.00 per ticket, and [b] no performances shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

2. Licensees are permitted to sell tickets to this play through school box offices & in-person sales, or through school website ticketing systems (i.e., ShowTix4U). Licensees are **NOT** permitted to sell tickets through third-party discounted or promotional sites (i.e., Groupon, Living Social, StubHub), or commercial vendors (i.e., Ticketmaster, Tickets.com).

3. The performance rights granted by this license apply only to the school named above through special arrangement with Music Theatre International, exclusive licensing agents for live stage performances of this play.

4. NBE **(PLEASE INITIAL) You affirm You represent an accredited school and affirm that this play will be performed solely by Your students enrolled in ninth grade and under.**

5. The student libretto/vocal books are to be distributed to the performers and are theirs to keep.

6. All advertising such as posters and program covers must include the show logo as provided in the ShowKit™ Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of tee shirts if purchased from Music Theatre International. You will inform the parents and students that they are also bound by this prohibition.

7. Licensees are permitted to promote this play solely in the following ways: selling ads for your own production in the show playbills, programs, and posters; Printing posters and flyers to post around school and local community; Sending press releases and production photos to local papers, websites, blogs, online publications, magazines and community newsletters; Appearing in local TC and radio interviews (no performances permitted); Local live, non-broadcast appearances (may perform up to two songs from the show in their entirety); Posting to social media, with excerpts from the performance of up to three minutes in the aggregate. Licensees are **NOT** permitted to promote this play via outdoor billboards, radio commercials, TV commercials or paid advertisements in newspapers and magazines. Schools with internal radio and TV systems may air content but may not broadcast outside of school grounds.

8. You understand that this play is fully protected by copyright laws, and therefore:

   - You will properly credit the Authors of the play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs **exactly** as provided.
   - You will perform this show from *MTI's Broadway Junior Collection®* **exactly** as it has been provided to You in the ShowKit™ materials and You will not add or delete any music or lyrics, alter any music or lyrics or make changes of any kind in the text of the play, including changes to the characters and characterizations.
   - You will not reproduce, post or electronically transmit on the Internet, rent or sell any of the materials contained in the ShowKit™. However, to aid in the rehearsal of Your junior production, You do have permission to make limited individual practice tapes from the performance CD to provide to some students as needed which may contain up to a maximum of three (3) songs per each student. Such tapes may not be otherwise disseminated in any way.
   - Recording: This license does not grant You the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including but not limited to, audiocassette, videotape, film, CD, DVD and digital sequencing. You, on behalf of the undersigned school, assume full responsibility for informing all parents, students and attendees of the above prohibitions by means of both a program note and pre-show announcement.**

***PLEASE NOTE that there is a limited video license available for this title for a licensing fee of $75.00 (see cover page)*

SHOWKITS™ ARE NON-TRANSFERABLE AND NON-REFUNDABLE.

AGREED TO AND ACCEPTED BY:

Print Your Name: Natalee B. Elkins **Title:** Choral Director
Your Signature: Natalee B. Elkins **Date:** 11-1-24

HAL•LEONARD CORPORATION

7777 West Bluemound Road
P.O.Box 13819
Milwaukee, Wisconsin 53213

Tel: 414-774-3630
Fax: 414-774-0747

Via E-mail: nataleesinger@aol.com (3 pages total)

October 24, 2024

Natalee Elkins
Holston Middle School
Knoxville, Tennessee

RE: *Disney's The Lion King Junior* Performance License

Thank you for your recent order of the Broadway Junior Showkit, *Disney's The Lion King Junior*. Before we can ship your Showkit materials, you must first complete the attached Performance Rights License, which covers your production of this show. All Disney shows also have a special rider that must be completed in addition to the Performance Rights License. You will find this rider also attached.

Please fill out the top section of the license, initial item #3, sign and date the bottom and fill out the bottom part of the Disney rider, then email them to **broadwayjunior@halleonard.com**. You do not need to send a hard copy.

We cannot ship your ShowKit until we receive your completed license. All licenses must be returned within 60 days.

Please note that all actors must be enrolled in Grade 9 or under.

Also note that there is no video or audio taping allowed of this show without the purchase of a $75.00 (U.S.) *Limited Home Use Video Recording Permission* license provided by Walt Disney Company. If you are interested in purchasing this license, please let me know by fax or e-mail and I will send you one along with instructions for completing it.

For a complete list and information on all junior musical shows available, please visit www.halleonard.com/broadwayjunior.

If you have any questions, please contact me at **800-554-0626 ext. 5243**.

Sincerely,

Eli Maloney

Eli Maloney
Licensing Coordinator for Junior Musical ShowKits
broadwayjunior@halleonard.com

Attachment
THIS LICENSE IS FOR DISNEY'S THE LION KING JUNIOR (60-70 MINUTE SHOW). THERE IS ALSO A DISNEY'S THE LION KING KIDS (30 MINUTE SHOW) AVAILABLE. PLEASE BE SURE THIS LICENSE IS FOR THE SHOW YOU WANT.

HAL•LEONARD® CORPORATION

7777 W. Bluemound Road
Milwaukee, WI 53213
PH: 800-554-2606

EMAIL TRANSMITTAL

TO:	**Natalee Elkins**	DATE:	11/1/24
	Holston Middle School		
EMAIL	nataleesinger@aol.com		
FROM:	Eli Maloney ext. 5243	PAGES:	3

RE: LIMITED HOME USE VIDEO LICENSE

You recently requested information regarding a video license for your performance(s) of *Disney's Lion King Junior*. If you are interested in this option, you must complete the attached license and remit payment in one of two ways:

CHECK:
Complete the video license and return it with a check for **$75.00** (U.S.) made payable to **HAL LEONARD CORPORATION**. When paying this way, the license and payment **must both** be sent to the following address:

HAL LEONARD CORPORATION
ATTN: KARLA PRONSCHINSKE
1210 INNOVATION DR
WINONA, MN 55987

CREDIT CARD:
Complete the video license and email it back to **broadwayjunior@halleonard.com** with the attached credit card form. If you would prefer, you can email the license and provide a callback number, and I will call you to complete your payment. ***NOTE: We cannot accept American Express for this video license fee.***

This is a completely separate transaction from the purchase/licensing of your showkit. There is no deadline for applying for the video license, but we need to receive your completed video license with payment before your first performance. Once we receive your completed license and payment, you are automatically approved to video tape as outlined in the license. If you have any questions, please don't hesitate to contact me.

Thank you,

Eli Maloney

Eli Maloney
Licensing Coordinator for Junior Musical Showkits
broadwayjunior@halleonard.com

Attachment

Contract Number: **51788198**

RIDER FOR

DISNEY'S THE LION KING JUNIOR

YOU MUST RETURN THIS SIGNED COPY ALONG WITH YOUR COMPLETED PERFORMANCE RIGHTS LICENSE

Specific Licensing Guidelines and Provisions

DISNEY PUBLIC IMAGE AND REPUTATION. You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.

We recognize that Facebook, Twitter, and other social media platforms are a great way to connect with friends and family. When publishing to your social media accounts, take a moment to consider that your post may directly or indirectly represent the show, and by extension, The Walt Disney Company. Even a harmless post can be manipulated and redistributed, creating a harmful result that was not the original intent. In general, also be mindful that others may not want their photos posted online. In any event, stay away from sensitive or controversial references that could negatively reflect on your production or The Walt Disney Company.

ORIGINAL DESIGNS, DIRECTION, AND CHOREOGRAPHY. You are prohibited from copying or otherwise using any of the design, direction, choreography, artwork, or other intellectual property from the Broadway production of the Play or Film, Disney's The Lion King, although there may be a general resemblance. All elements provided in the ShowKit™ (dances provided on the Choreography DVD, Scenic and costume design ideas, staging suggestions, black and white logo etc.) are approved for use without further permission

TRADEMARKS. You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:

A. in any of your advertising, publicity or promotions other than as part of the title page for programs of your production of the Play, all as provided in paragraph 1of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show.

B. to express or imply any endorsement by Disney of your production of the Play or any other of your activities; or:

C. in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

ACCEPTANCE

By signing below, you signify that you have read and understand the terms and conditions set forth in this Rider. Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Organization Name: Holston Middle School Date: 11-1-24

Print Name and Title: Natalee Elkins, Choral Director

Signature: Natalee B. Elkins

2024-2025

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY HAL LEONARD OF LICENSEE'S PAYMENT OF **SEVENTY-FIVE DOLLARS ($75.00)**, THE FOLLOWING TERMS SHALL CONSITUTE AN AGREEMENT BETWEEN **HOLSTON MIDDLE SCHOOL** (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED ***Disney's Lion King Junior*** (THE "PLAY"):

1. Notwithstanding the prohibition against any video recording whatsoever in the Performance License previously granted to Licensee by MTI for the live stage performance of the Play, MTI, having secured permission from Disney for the creation by Licensee of a performance video recording herby permits Licensee to make one video recording of the Play subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video recording') may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). Such outside party may not use the name "Disney" or any other trademarks of the The Walt Disney Company in any way, except to indicate the content of the video recording.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play.

To the extent allowed by Tennessee law,

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

AGREED AND ACCEPTED BY LICENSEE:

Organization Name: **HOLSTON MIDDLE SCHOOL** Contract Number: **51788198**

Print Name: Natalee Elkins Email: natalee.elkins@knoxschools.org

Signature: Natalee B. Elkins Date: 11-1-24

Video Licensing – Credit Card Payment Form

If you wish to pay your Video License fee of $75 by credit card, please fill out this form and return it with your completed Video License.

Please print clearly

Billing Information:

Name (as it appears on your Credit Card): _____

School Name: _____

Billing Address: _____

City, State, Zipcode: _____

Phone: _____

Email Address: _____

Credit Card Information:

Credit Card Type: _____ (MasterCard, Visa, Discover)

Credit Card #: _____

Expiration Date: _____

3 Digit Verification Code: _____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-882

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/18/2024

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Site license and contract for Disney's The Lion King, Jr.

Cost to Knox County Schools

$1,100

Description and Type of Funding Source

Internal funds and fundraising

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-16851 **R-25-1-204**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Knox Education Foundation for receipt of grant funding up to $75,000.00 to fund the completion of the Literacy Specialist Cohort for 14 Knox County School employees.
(Schools)

Attachments

Resolution
Memorandum of Understanding
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH KNOX EDUCATION FOUNDATION FOR RECEIPT OF GRANT FUNDING UP TO $75,000.00 TO FUND THE COMPLETION OF THE LITERACY SPECIALIST COHORT FOR 14 KNOX COUNTY SCHOOL EMPLOYEES.

RESOLUTION: **R-25-1-204**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools has been awarded funding from Knox Education Foundation in an amount up to $75,000.00; and

WHEREAS, this funding is to be used for the completion of the Literacy Specialist Cohort for fourteen (14) Knox County School employees, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, at its regularly scheduled meeting on January 9, 2025, the Knox County Board of Education approved the Memorandum of Understanding with Knox Education Foundation for the receipt of grant funding up to $75,000.00 to fund the completion of the Literacy Specialist Cohort for 14 Knox County School employees.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with Knox Education Foundation for the receipt of grant funding up to $75,000.00 to fund the completion of the Literacy Specialist Cohort for 14 Knox County School employees is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the aforesaid Memorandum of Understanding with Knox Education Foundation shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

MEMORANDUM OF UNDERSTANDING

DATE: December 6, 2024

TO: Knox County Board of Education
Jon Rysewyk, Superintendent, Knox County Schools

FROM: Mike Taylor, CEO, Knox Education Foundation

RE: Literacy Specialist Endorsement Cohort Completion Funding

The Knox Education Foundation has allocated up to $75,000 to fund the completion of the Literacy Specialist Endorsement Cohort for fourteen Knox County School employees.

The Knox County Schools partnership with The University of Tennessee Knoxville offers KCS teachers the opportunity to broaden their literacy content knowledge through a pathway to licensure in Reading Specialist Pre-K-12, endorsement code 486. Specifically, the program focuses on the preparation of literacy specialists who have strong knowledge of foundational skills, evidenced-based practices for literacy instruction and assessment, grouping practices, and differentiation with an in-depth understanding of diverse needs. The program's content is aligned to the Tennessee Literacy Standards and to the standards of the International Literacy Association. Moreover, in this program, graduates are leaders who can evaluate and design professional development and coaching sessions that align with research guidelines on effective professional development for sustainability.

Previously, ESSER fully funded four cohorts with 50 Knox County School employees. Funding from KEF is specifically for all costs associated with the completion of the current cohort, which consists of 14 Knox County Schools employees. Below is a cost analysis for the remainder of the courses for the current cohort.

Cost Analysis Proposal

Item Analysis	Knox County Schools (KCS)	Knox Education Foundation (KEF)
Course: REED540	$33,690	$0
Course: SPED516	$33,690	$0
Course: REED529	$33,690	$0
Course: REED537	$0	$33,690
Course: REED605	$0	$33,690
PRAXIS Exam	$0	$2,340
Textbooks (all courses)	$9,600	$0
UTK personnel stipend	$1,500	$1,000
Total	**$112,170**	**$70,720**

Cost Item Analysis

Item	Per Student Cost	Total Cost
Tuition	$2,246	$168,450
Textbooks	$640	$9,600
PRAXIS Exam	$156	$2,340
UT personnel stipend	$500 (per course)	$2,500

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX EDUCATION FOUNDATION

_____

Mike Taylor, Chief Executive Officer

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-899

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/23/2024

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

The following is an MOU with KEF to fund the Spring and Summer semesters of the last literacy specialist cohort that was previously funded by ESSER.

Cost to Knox County Schools

0

Description and Type of Funding Source

KEF

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-16852 **R-25-1-205**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant agreement with the National Education Association (NEA) Foundation for receipt of a Student Success Grant in the amount of $5,000.00 for Gibbs Middle School.
(Schools)

Attachments

Resolution
Agreement
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT AGREEMENT WITH THE NATIONAL EDUCATION ASSOCIATION (NEA) FOUNDATION FOR RECEIPT OF A STUDENT SUCCESS GRANT IN THE AMOUNT OF $5,000.00 FOR GIBBS MIDDLE SCHOOL.

RESOLUTION: **R-25-1-205**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into a grant agreement with the National Education Association (NEA) Foundation for the acceptance of a Student Success Grant for Gibbs Middle School; and

WHEREAS, this grant agreement is in the amount of $5,000.00 for the period of November 21, 2024 through November 21, 2025; and

WHEREAS, the attached grant agreement sets forth the terms and conditions that apply to the grant award; and

WHEREAS, at its regularly scheduled meeting on January 9, 2025, the Knox County Board of Education approved the grant agreement with the National Education Association (NEA) Foundation for the Student Success Grant for Gibbs Middle School.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant agreement with the National Education Association (NEA) Foundation for receipt of a Student Success Grant for Gibbs Middle School is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant agreement with the National Education Association (NEA) Foundation for receipt of a Student Success Grant for Gibbs Middle School shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

THE NEA FOUNDATION

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Grant Number: ***165***

THE NEA FOUNDATION GRANT AGREEMENT

Grantee Name: Kenneth Carroll

Home Address: 1127 Albany Rd, Knoxville, TN 37923

Email: dancarroll.edu@gmail.com

Phone: 954-892-3010

Official School Name: Gibbs Middle School

Name of Fiscal Agent (if applicable): Gibbs Middle School
Designation of a fiscal agent is not required. However, if one is not designated, the IRS may consider the grant personal income and therefore taxable. Fiscal agents are usually schools, districts, local unions, or nonprofit organizations that can accept the funds without tax liability.

Fiscal Agent Signee (if applicable): Laura Ellis

Fiscal Agent Address (if applicable): 7625 Tazewell Pike, Corryton, TN 37721

Fiscal Agent Email (if applicable): laura.ellis@knoxschools.org

Amount Granted: $5,000.00

Grant Type: Student Success

Grant Period: November 21, 2024 - November 21, 2025

Final Report Due: December 19, 2025

Approved Grant Project: Teaching in a rural community where many students come from farming families, Kenneth Carroll will use his grant to bring "the farm to the school" by establishing an Agriculture and Sustainability Club at Gibbs Middle School. The after-school club will energize the academic process in science, technology, engineering, and math by challenging students to conduct research across STEM disciplines to solve real-world problems relevant to their life experiences, such as climate change and poverty. Kenneth will help club members manage raised container garden beds, greenhouses, hydroponic towers, and natural landscape patches to encourage critical thinking about sustainable agricultural practices. Project activities will empower students to creatively address issues in their community, which Kenneth hopes will inspire collaborative thought across diverse learners and encourage regular attendance. Grant funds will not only help him institute the Agriculture and Sustainability Club, but resources will also sustain the club over the next several years. As administrators observe the project's success, Kenneth envisions that the club will eventually evolve into a daily related arts course to empower a wider range of students to develop community-led solutions.Teaching in a rural community where many students come from farming families, Kenneth Carroll will use his grant to bring "the farm to the school" by establishing an Agriculture and

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Sustainability Club at Gibbs Middle School. The after-school club will energize the academic process in science, technology, engineering, and math by challenging students to conduct research across STEM disciplines to solve real-world problems relevant to their life experiences, such as climate change and poverty. Kenneth will help club members manage raised container garden beds, greenhouses, hydroponic towers, and natural landscape patches to encourage critical thinking about sustainable agricultural practices. Project activities will empower students to creatively address issues in their community, which Kenneth hopes will inspire collaborative thought across diverse learners and encourage regular attendance. Grant funds will not only help him institute the Agriculture and Sustainability Club, but resources will also sustain the club over the next several years. As administrators observe the project's success, Kenneth envisions that the club will eventually evolve into a daily related arts course to empower a wider range of students to develop community-led solutions.

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The NEA Foundation ("the Foundation") provides funding for the project detailed above subject to the following terms and conditions:

- The grant is to be used only for the purpose specified above and is awarded subject to the conditions set forth in this agreement. The Foundation reserves the right to require a total or partial refund of any grant funds if it is necessary: (1) because the grantee has not fully complied with the terms and conditions of the grant, (2) because the grantee has not fully expended grant funds, (3) to protect the purposes or any other charitable activities of the Foundation, or (4) to comply with the requirements of any applicable law or regulation.

- By accepting this grant, the grantee agrees to carry out the activities described in the original application, the application materials and the Foundation's correspondence, via email and/or a mailed letter, conveying this agreement.

- Any modifications to the original application and/or expenditure of funds must be submitted in writing to Anna D. Smith, NEA Foundation Data Coordinator, at asmith@nea.org for review and approval. Please reference grant number and grant type with all communications.

- The grantee is responsible for the expenditure of granted funds according to the approved budget and for maintaining adequate supporting records. In addition, the Foundation reserves the right to follow up the grant award with site visits, requests for interim narrative and financial reports, and requests for other progress reports regarding the development of the project/program.

- The grantee certifies that they are not a current or previous employee, member of the board of directors, or immediate family member of the staff and board of the Foundation.

- The grantee consents to the unlimited use by the Foundation and approved partners of their image in any form, including but not limited to digital media, film, audio recording, or still photography, in connection with any Foundation and/or approved partners publicity or communications effort. These efforts may include, among other things, publications, videos, and websites.

- The grantee agrees that the Foundation and approved partners may have unlimited use of any program information, media, or text from communications that they submit to either of them, in connection with any Foundation and/or approved partners publicity or communications effort, as described above.

- The grantee further agrees that neither the Foundation nor approved partners will compensate them in money or otherwise for the consents granted above.

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- The grantee agrees that grant funds will not be used to carry on propaganda, or otherwise attempt to influence legislation or the outcome of any specific public election or to carry out any voter registration drive, or for any purpose other than charitable, scientific, literary or educational within the meaning of Section 501(c)(3) of the Internal Revenue Code.

- Upon completion of the project, but no later than **December 19, 2025, the grantee will submit to the Foundation a final report including a narrative account of project activities and a budget showing how grant funds were spent.** Guidelines for the final report are attached. Failure to submit this report will make the grantee and any partner(s) ineligible to receive another grant from the Foundation.

- **The Foundation will withhold payment of $500 for any grant equal to or exceeding $3,000 until the grantee has submitted the final report.** Upon receipt of the final report, completed in accordance with the attached guidelines, the Foundation will award the grantee or the fiscal agent the remainder of the grant funds. **Payment of the final $500 will be forfeited if the grantee fails to submit a final report within 90 days of the reporting deadline.**

- The grantee agrees to maintain financial and project records for three years after the end of the grant period.

- Grantee agrees to indemnify and hold the Foundation harmless from any liability, loss or damage it may suffer as a result of claims, demands, costs or judgments against the Foundation arising out of the activities, or claimed activities, to be carried out pursuant to the obligations of this grant.

- The grantee must obtain written permission at any and all times prior to using the name or other markers of the Foundation.

- The grantee agrees to promptly notify the Foundation of personnel changes that may lead to new lead and/or partner grantee(s).

- The grantee agrees that the Foundation assumes no responsibility for student safety in regard to work or travel related to this grant project. The grantee further agrees that neither the Foundation nor approved partners will compensate them in money or otherwise for the consents granted above.

- The grantee agrees that the Foundation assumes no responsibility for student safety in regard to work or travel related to this grant project.

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- **This grant offer will expire 60 days after the offer date if the agreement is not signed and received by the Foundation within that time frame.**

Foundation signature:	Sara A. Sneed, President and CEO	Date:
Grantee signature:		Date:
Fiscal agent signature: (If applicable)		Date:

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From: LAURA DENTON
To: KENNETH CARROLL; HEATHER HENDERLIGHT
Cc: LAURA ELLIS; CANDACE GREER
Subject: Re: Gibbs Middle NEA Success Grant
Date: Wednesday, December 4, 2024 1:51:59 PM
Attachments: image001.png

Congrats! I'm looping in Heather Henderlight who can help you with routing that to the Board.

Laura L Denton, PhD
Mobile: (865) 437-7864
Click here or contact Heather Henderlight, KCS Grant Writer, to get started locating and pursuing grant funds!

PROJECT MANAGEMENT
KCS | KNOX COUNTY SCHOOLS

From: KENNETH CARROLL <kenneth.carroll@knoxschools.org>
Date: Wednesday, December 4, 2024 at 1:40 PM
To: LAURA DENTON <laura.denton@knoxschools.org>
Cc: LAURA ELLIS <laura.ellis@knoxschools.org>, CANDACE GREER <candace.greer@knoxschools.org>
Subject: Gibbs Middle NEA Success Grant

Hi Laura,

I hope you are well. Great news! Gibbs Received the second grant i applied for as well from NEA. I have copied the text of the two emails below. This is the one where you previously told me Gibbs Middle was the fiscal agent. If so, do we fill out the required forms being requested, or does that come from somewhere else. Please see labeled email texts below. Thanks for all you do!

- Dan

EMAIL 1

Subject: Request #165 has been approved for Agriculture & Sustainability (Engineering Sustainable Growth)

Dear Kenneth,

Congratulations! I am pleased to inform you that you are a recipient of an NEA Foundation Student Success Grant for $5,000.00 for the Fall 2024 round of Grants to Educators. Your proposal stood out among many strong applications, and we are honored to support you and your students.

To support your proposal, The NEA Foundation will send a check to you or your fiscal agent, should you choose to use one, upon:

1. Verification of your fiscal agent (if applicable) and submission of a W-9 for you or your fiscal agent. You will receive a separate email with instructions for submitting your information tomorrow.

2. Receipt of the grant agreement through DocuSign which will be sent to you for electronic signature after you verify your fiscal agent (if applicable) and submit your W-9.

If your grant award amount is more than $3,000, you will receive the remaining $500 after submission of your final report which is due December 21, 2025.

Throughout the grant period, we welcome any questions you may have as well as any interim updates you may care to offer on your project. Please direct those questions and/or updates to Emma Larson at elarson@nea.org.

By accepting this grant, you agree to comply with all the terms specified in this letter, the signed grant agreement, the original grant application, and the published guidelines of the Student Success Grant program.

Thank you for your dedication to your students and your commitment to public education.

We look forward to working with you!

Ebony English
Vice President of Programs

EMAIL 2

Dear Kenneth,

On the Student Success Grant application you submitted, you designated Gibbs Middle School as the fiscal agent for your grant.

If this is correct, please use https://ihop.nea.org/?ShareToken=B0D00225A5140479EDB2E589F630CA87C8438235 to download a blank W-9 form. Save the form with your first and last name (ex. "Firstname Lastname W-9") and submit it to https://ihop.nea.org/?ShareToken=B7A91CA451D6CBCB6D1ACBC8BAB34D416D47E6CE **by close of business on Friday, December 6**.

If you have any questions, please reach out to Anna D. Smith at asmith@nea.org.

View results

Respondent

165 Anonymous

3341:23
Time to complete

Lead Applicant Information

The lead applicant will be the NEA Foundation's contact person for award notification, reporting, publicity, and other grant-related activities. Applications missing lead applicant data will not be considered. Proposals may include a partner applicant, but partner information is not required. Consider whether your project would be strengthened by partnering with a fellow educator. If you designate a partner, the next section will be the space for you to designate that information. Lead and partner applicants must both be current NEA members.

1. Lead Applicant Job Category *

**The National Education Association uses the job categories, besides "Teacher," in this list to classify education support professionals in PreK–16 educational settings. For additional information about jobs classified as education support professionals consult www.nea.org/esphome/.*

- Clerical/.Office Assistant
- Food Services Staff
- Librarian
- Maintenance and Custodial Staff
- Para-educator
- School Bus Driver
- School Nurse/Student Services Worker
- School Security Officer
- Teacher
- Technician
- Other

2. Lead Applicant Salutation

Dr.

Mr.

Mrs.

Ms.

3. Lead Applicant First Name *

Kenneth

4. Lead Applicant Last Name *

Carroll

5. Lead Applicant Home Address *

1127 Albany Rd.

6. Lead Applicant Home City *

Knoxville

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Puerto Rico

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming

American Samoa

Armed Forces Africa/Canada/Europe/Middle East

Armed Forces Americas (except Canada)

Armed Forces Pacific

Federated States of Micronesia

Guam

Marshall Islands

Northern Mariana Islands

Palau

Virgin Islands

Option 63

8. Lead Applicant Home ZIP Code *

37923

9. Lead Applicant Home Telephone *

9548923010

10. Lead Applicant NEA Membership Number *

All applicants must be current NEA members in order to apply for NEA Foundation grants. Please enter the lead applicant's NEA Membership Number. NEA Membership numbers are ten digits, start with 000, and include only numbers. To locate your 10-digit NEA Individual ID, look at your NEA Membership Card or the back of your issue of NEA Today - above your mailing address. Contact your local affiliate if you have any questions regarding your number: https://www.nea.org/nea-affiliates

0010987704

11. Lead Applicant School/Institution *

Gibbs Middle School

12. Lead Applicant Work Title *

Teacher

13. Lead Applicant Work Address *

7625 Tazewell Pike

14. Lead Applicant Work City *

Corryton

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Puerto Rico

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming

American Samoa

Armed Forces Africa/Canada/Europe/Middle East

Armed Forces Americas (except Canada)

Armed Forces Pacific

Federated States of Micronesia

Guam

Marshall Islands

Northern Mariana Islands

Palau

Virgin Islands

Option 63

16. Lead Applicant Work ZIP Code *

37721

17. Lead Applicant Work Telephone *

(865) 689-1712

18. Lead Applicant Email Address - Work *

kenneth.carroll@knoxschools.org

19. Lead Applicant Email Address - Personal *

dancarroll.edu@gmail com

20. Lead Applicant Grades Taught *

If the lead applicant is a teacher, what grades do they teach? If the lead applicant is an education support professional, what are the grade levels with which they most frequently work? Please select all that apply.

- [ ] Pre-Kindergarten
- [ ] Kindergarten
- [ ] 1st Grade
- [ ] 2nd Grade
- [ ] 3rd Grade
- [ ] 4th Grade
- [ ] 5th Grade
- [ ] 6th Grade
- [ ] 7th Grade
- [x] 8th Grade
- [ ] 9th Grade
- [ ] 10th Grade
- [ ] 11th Grade
- [ ] 12th Grade
- [ ] College/University
- [ ] Other

21. Lead Applicant Subjects Taught *

If the lead applicant is a teacher, what subjects do they teach? If the lead applicant is an education support professional, they may select Other. Please select all that apply.

- [ ] General Arts
- [ ] Visual Arts
- [ ] Music
- [ ] Media ARts
- [ ] Theater
- [ ] Dance
- [x] Language Arts
- [ ] Foreign Language
- [ ] Religion
- [ ] Social Studies
- [ ] Business
- [ ] Counseling
- [ ] Mathematics
- [ ] Science
- [ ] Physical Education
- [ ] Special Education
- [ ] Technology
- [x] Agriculture & Sustainability

22. Lead Applicant - School Percentage of Students Receiving Free and Reduced Priced Lunch *

If applicable, what is the percentage of students receiving free and reduced price lunch at your school ? Please enter a number lesser or equal to 100.

25

Please enter a number less than or equal to 100

23. Lead Applicant - Number of Years Work Experience in Education *

8

The value must be a number

24. Lead Applicant Demographic Information *

How would you describe yourself? Choose one or more of the following.

- [ ] American Indian or Alaska Native
- [ ] Asian
- [ ] Black or African American
- [ ] Hispanic or Latino
- [ ] Native Hawaiian or Other Pacific Islander
- [x] White or Caucasian
- [ ] Other
- [ ] Prefer not to answer

25. If other, please specify:

26. Lead Applicant Gender Information *

How would the lead applicant describe themselves?

- [ ] Female
- (•) Male
- [ ] Non-Binary
- [ ] Prefer not to answer

Partner Information

Proposals may include a partner applicant, but partner information is not required. Consider whether your project would be strengthened by partnering with a fellow educator. If you designate a partner, the next section will be the space for you to designate that information. Partners must be current NEA members.

50. Partner Applicant Demographic Information

How would you describe yourself? Choose one or more of the following.

American Indian or Alaska Native

Asian

Black or African American

Hispanic or Latino

Native Hawaiian or Other Pacific Islander

White or Caucasian

Other

Prefer not to answer

51. If other, please specify:

52. Partner Gender Information

How would the partner describe themselves?

Female

Male

Non-Binary

Prefer not to answer

How to Choose a Fiscal Agent

The information for the fiscal agent should be entered in this section. Some of the information may already be entered based on the information used during the registration process. If no fiscal agent is being utilized the information contained below should be that of the lead applicant. Grant funds will be made payable to the lead applicant and reported to the Internal Revenue Service. The grant funds may be considered taxable income, so the lead applicant may wish to consult with his or her tax advisor before submitting the application. For frequently asked questions regarding fiscal agent designation, please visit this webpage called "About Fiscal Agents" https://www.neafoundation.org/educator-grants-and-fellowships/grant-resources/about-fiscal-agents/. Before entering a fiscal agent, check with your school leadership team or administrator to verify if the fiscal agent should be your school, school district, school board, or other entity. Grant awards will be delayed if inaccurate fiscal agent information is provided in this application.

53. Please confirm: *

I have read the "About Fiscal Agents" webpage

Fiscal Agent Information

54. Fiscal Agent Name *

Please enter the fiscal agent organization's name. If no fiscal agent is being utilized, please enter your first and last name.

Gibbs Middle School

55. Fiscal Agent Email Address *

Please enter the fiscal agent's email address. If no fiscal agent is being utilized, please enter your email address.

laura.ellis@knoxschools.org

56. Fiscal Agent Address *

Please enter the fiscal agent organization's address. If no fiscal agent is being utilized, please enter your home address.

7625 Tazewell Pike

57. Fiscal Agent City *

Please enter your fiscal agent organization's city. If no fiscal agent is being utilized, please enter your home city.

Corryton

Nevada

New Hampshire

New Jersey

New Mexico

New York

North Carolina

North Dakota

Ohio

Oklahoma

Oregon

Pennsylvania

Puerto Rico

Rhode Island

South Carolina

South Dakota

Tennessee

Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming

American Samoa

Armed Forces Africa/Canada/Europe/Middle East

Armed Forces Americas (except Canada)

Armed Forces Pacific

Federated States of Micronesia

Guam

Marshall Islands

Northern Mariana Islands

Palau

Virgin Islands

Option 63

59. Fiscal Agent ZIP *

Please enter your fiscal agent organization's state. If no fiscal agent is being utilized, please enter your home ZIP.

37721

Fiscal Agent Agreement for Authorized Representative

- I agree to act as a fiscal agent for this grant and to comply with the following conditions:
- to maintain separate records of disbursements related to this grant
- to keep receipts for at least three years
- to make financial records available as requested
- to disburse funds
  (1) in accordance with the purpose of this application
  (2) solely at the direction of the grantee(s)

60. To agree to the terms above and sign this application, the authorized representative should type their name here. (Please type your first and last name if no fiscal agent is being utilized.) *

Laura Ellis

Proposal Information

61. Program Area of the Proposal *

Select all that apply.

- [ ] Arts - Dance
- [ ] Arts - Media Arts
- [ ] Arts - Music
- [ ] Arts - Theater
- [ ] Arts - Visual Arts
- [ ] Arts - Other
- [x] Business
- [ ] Counseling
- [ ] English/Language Arts
- [ ] Foreign Language
- [ ] Interdisciplinary - Arts
- [ ] Interdisciplinary - Language Arts
- [ ] Interdisciplinary - Mathematics
- [ ] Interdisciplinary - Religion
- [x] Interdisciplinary - Science
- [x] Interdisciplinary - Social Studies
- [x] Interdisciplinary - Technology
- [x] Interdisciplinary - Unspecified
- [ ] Mathematics
- [ ] Physical Education
- [ ] Religion
- [ ] Science
- [ ] Social Studies
- [ ] Special Education
- [ ] STEAM
- [x] STEM
- [ ] Technology

Other

62. Project Title *

Agriculture & Sustainability (Engineering Sustainable Growth)

63. Project Start Date *

Note: all project activity must take place between November 2024 to November 2025

Nov. 1, 2024

64. Project End Date *

Nov. 30, 2025

65. Requested Amount *

Please enter the requested amount, up to $5,000 (rounded up to the nearest dollar)

$5,000.00

66. Additional Support

Please identify any additional support (cash or in-kind) that will be provided by other sources.

I am seeking and applying for other grants and donations, but have not secured any at this time. If no others are secured, this will be the sole source of funding for the project.

67. Educators Benefited *

Please enter the number of educators that would be directly benefited if this grant is awarded.

16

68. Students Benefited *

Please enter the number of students that would be directly benefited if this grant is awarded. (Note: The number of students benefitted will not affect the evaluation of your proposal.)

+/- 250

69. Demographics of Student Body *

Please provide the student body demographics of the school where the lead applicant is employed.

Gibbs Middle School is a public school located in Corryton, TN, which is in a large suburb/rural setting.
Non-Minority: 89%
Minority: 11%
Student-teacher Ratio: 19:1
Female: 44%
Male: 56%

70. Urban, Rural, and Suburban Demographics *

What is the area where your school is located classified as?

- Rural
- Suburban
- Urban

71. Project Description - Question 1 *

Describe your project, including project activities, your goals for student learning, and how you will measure outcomes and success. Be sure to include the standards with which you will be linking your work.

Agriculture & Sustainability Club (Engineering Sustainable Growth) provides students the opportunity to use school grounds as a creative learning environment wherein they are encouraged to research, design, present, choose, and implement sustainable agricultural solutions across campus. The goal of this club is community problem solving through sustainable practices.

This project is to exposes students to new ways of thinking about how sustainable agricultural design and engineering practices can enhance their lives and solve real problems for the community at large. Students, removed from traditional classroom practices, will be more focused on creativity and innovation. As the year progresses and projects are set in motion, students are building upon core curriculum skills through firm application. Math is built through measurement, focusing on lengths, area, volume, angles, weights, etc. Science is built through the scientific method especially emphasizing research, experimentation, and the collection and analyses of data to better understand how to continue or implement new projects moving forward. Technology includes the use of laptops, software, research sites, tools, and machinery to design and engineer projects. Engineering is in real time as deliverable solutions are designed and built to specifications drawn and predetermined by students.

This project will touch heavily upon the phases of engineering projects including: research and development, planning & investigating, observation, data collection & analyses, modeling, problem solutions and scientific explanations, communicating solutions and explanations, and safety. These projects will be student-led with more facilitation from me as the club sponsor to guide students along the way. Students will be using these skills to learn about new ways to improve growth and efficiency within the industry that is unique to their local community. By practicing these phases and being able to participate in hands-on activities like managing raised container garden beds, in ground gardens, greenhouses, hydroponic towers, and natural landscape patches students will be able to compare and contrast growth styles and effectiveness of different methods at various points throughout the year as they learn the many ways in which they could use STEM practices to sustain a future business.

Summative assessments will be checkpoints along the way, some of which are required to progress forward such as scoring 100% on safety tests before being allowed to use certain tools. Other summative assessments will happen at the end of growth cycles and will be largely reflective of the students methods, observations, and experiences so that they have the ability to reflect on success, shortcomings and possible improvements. Formative assessments will be observation based, short check-ins to see how things are growing and what changes were made to enhance or diminish that growth. Students will be required to observe and evaluate their progress with plants and different planting environments each week, as well as the success of any re-creation projects they complete throughout the year for instance, turning used 2-liter bottles or cans into decorative garden planters.

This is a club. While there will be no grades tied to the assessments, their will be mandatory discussion & reflection and students will be able to see the literal fruit of their labor as it is growing. The biggest indicator of success to me will be seeing students in attendance on a Friday when they are more likely to skip school as the club takes place during normal school hours, and raising or maintaining pasing core curriculum grades as attendance in classes, as well as passing grades are required to participate in the club.

72. Project Description - Student Need - Question 2 *

Describe the student need for this work and how you will support the range of learners involved in the project. Please describe the student population for whom this project is intended. Describe how this project will address educational equity and opportunity gaps.

Gibbs Middle is located in a predominantly rural community. Many of its students haven't been much farther than a half-hour away from their homes in their entire lives, and there has long been a chronic absentee issue at school within the community. The resources this program brings in allows students to have access to forms of technology and resources which they would not have otherwise had access to. It helps to energize the academic process in science, technology, engineering, and math because it drives students to care about the subjects challenging them to use STEM to address and solve real-world problems which they experience and care about. One of the biggest things we observe from students is that they think they don't need school because they will one day simply, "take over the farm." If the farm is what is keeping kids out of school, bringing the farm to school is the solution. This club focuses on the sustainable and productive farm of the future, the STEM farm.

Many of our students come from rural farming backgrounds. Often, students are absent to work on the farm. These funds will help to implement lessons and activities, inspiring students to be on campus learning valuable skills which can apply in a real world fashion at home, giving students valuable knowledge which they then share with their families to try to grow their own sustainability footprint. These funds will better allow students to creatively address issues ranging from agricultural practices and their effects on climate change to fighting poverty and hunger within the community. The anticipated results are that students will leave this project with the knowledge of how to research, engineer, and implement practical strategies to build a better, more sustainable agricultural environment to serve the community. This provides a wide range of learners as it helps us move from theory to apolication, from design to implementation and evaluation. We can all learn to grow together.

This program opens a door to a lower-income, rural demographic, as well as minority students. The doors of the club are open to all. The requirements are relatively simple, show up to core classes regularly, behave responsibly, and keep your grades above failing. New students are able to rotate into the club at several points throughout the year. Our heart is to show students how to work with each other, no matter their background or beliefs, to better sustain their local community as a whole. We want to show them how fun working together can be, and how when we put our different ideas and experiences together, we can solve big issues. A big goal is to donate successfully grown fruits and vegetables produced by this program to local food banks or to meet local hunger needs, if allowed.

73. Project Description - Sustainability - Question 3 *

Describe how this project will be sustained beyond the grant period and/or how it provides a model that other educators can use.

The supplies purchased through this grant will be reusable supplies which will not only be utilized, but they will transform wasted spaces within the campus into active hands-on classroom environments for students, both inside and outside of the building. The products purchased are helping develop the beginning stages of a club in its first fully effective year and are designed to sustain the needs of that club over the next several years. The dream is to eventually transform this once a week club into a daily related arts class. To achieve that dream we must first show success by proving positive outcomes for the club while engaging the interests of a larger student body. The resources which the club secures will also be open to be used by all Science and STEM classes for curriculum-supporting hands-on learning activities which can grow and be further implemented in years to come. Other educators will be able to utilize the agricultural learning centers we are creating to fit the needs of their classes throughout the academic year.

74. Proposal Budget *

Provide a line-item budget for the proposed work. Your request must total no more than $5,000 in whole dollar amounts. Identify any additional support (cash or in-kind) that will be provided by other sources, including those provided by your school/district/college/university. Note: The NEA Foundation suggests that your budget be as cost-efficient as possible. Please ensure that all items are directly related to your proposed work, as your budget will be assessed by how realistic, clear, and frugal it is.
Enter budget information below. A link to a Google Drive Document (with Sharing Permissions set to "Anyone with the link") will be accepted. We can also accept Word, Excel, or PDF files emailed to: ddwyer@nea.org

2 - Nutraponics Hydroponic Towers This is a big-ticket item which includes app driven programmable lighting sources, ph levels, and temperature levels have been developed. It is our hope to secure these to enhance our understanding of diversified technology and its various uses. These will be used in addition to less advanced forms of hydroponic growth we previously secured, which do not provide for lighting, ph levels, or temperature adjustments. The goal is to track and compare the success rates of the various types of growing systems. The hope is that students will see there are various opportunities for STEM solutions which can solve problems for crop growth such as, changing seasons, unfavorable weather, lack of proper lighting, unfavorable temperatures, and chemical imbalances within plants. Adding two more hydroponic units will also double our output of roughly 140 plants to between 250-300 plants which could then be donated to local area ministries who could use them to fight local hunger. These would be located in highly visible areas so that the entire student body could benefit and engage interest through observation. (It is possible we may be able to secure 10% off each tower once the budget is in place. Surplus funds would then be designated to general supplies lines of budget.) Cost: $1,500 each

High Quality Storage & Organization Equipment - We are seeking to use this part of the budget to provide a central and safe location to safely store professional grade power tools, soil, and seeds already acquired and provide extended project space in compliance with local safety codes. This is a big need as the population of the school has expanded and we have run out of extra classroom space to store materials. We currently have a plan to secure a weather resistant storage Shed for under $1,000 which could be secured to the concrete in a courtyard and locked but will safely store out other purchased equipment and proved for easy organization and extra working space for the students. (Surplus funds would then be designated to general supplies lines of budget.) Budgeted Amount: $1000

General Safety Supplies - This is specified to provide safety equipment for project days such as but not limited to: goggles, aprons, gloves, masks, etc. These are items we are in great need of so that our students can safely implement their project solutions. Proposed General Budget Amount: $500

General Agriculture Supplies - This is specified to provide for necessary supplies such as but not limited to: organic soil, diatomaceous earth, gardening tools, seeds, buckets, mulch (moisture retention), weed film, trimming tools, design supplies, wood, metals, etc. Proposed General Budget Amount: $500

With full confidence all funds will be spent and utilized within the project time period and likely for several years after.

75. How did you hear about The NEA Foundation's grants? *

- [ ] A state or Local NEA leader
- [ ] An NEA conference or convening
- [ ] An NEA publication
- [ ] An online grants database
- [x] Colleague
- [ ] General online search
- [ ] The NEA Foundation's website

76. Have you previously applied for a grant from The NEA Foundation? *

- [ ] Yes
- [ ] No

77. Have you previously engaged with The NEA Foundation through any of the following: *

Please select all that apply

- [ ] Grants to Educators Grantee (Envision Equity, Learning & Leadership, and/or Student Success Grantee)
- [ ] Global Learning Fellowship Fellow
- [ ] Awards for Teaching Excellence Awardee (NEA Foundation, Horace Mann, or Member Benefits Awardee)
- [x] None of the above

Required Signatures

For the following signatures, the requested people should type their names below.

78. Lead Applicant Signature *

Kenneth Daniel Carroll

79. Lead Applicant Date *

09/15/24

80. Principal or Dean Signature *

Candace Greer

81. Principal or Dean Signature Date *

09/15/24

Thank you for applying!

The NEA Foundation will notify all applicants of their application status in mid-November by email.

Please call The NEA Foundation if you have any questions: 202-822-7840

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-887

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve National Education Association (NEA) Foundation Student Success Grant in the amount of $5,000.00 for Gibbs Middle School.

Cost to Knox County Schools

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-16853 **R-25-1-206**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $168,904.09.
(Schools)

Attachments

Resolution

Grant/Donation Listing

1-A.L. Lotts Elementary School PTO Donation

2-Battelle Education STEM Classroom Grants

3-Knoxville TVA Employees Credit Union Educator Grants

4-Delta Kappa Gamma Society Grant

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS AND DONATIONS FOR THE KNOX COUNTY SCHOOLS AS SHOWN ON THE ATTACHED LIST AND IN THE TOTAL AMOUNT OF $168,904.09.

RESOLUTION: **R-25-1-206**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education has deemed it in the best interest of the Knox County Schools to apply for and receive public and private grants for the benefit of the Knox County Schools; and

WHEREAS, the Knox County Board of Education is also thankful for the generous donations it receives to help further the important work of the Knox County Schools; and

WHEREAS, the attached list itemizes the (1) grantor/donor; (2) the amount of the grant or donation; (3) the school to which the grant or donation applies; and (4) the purpose of each grant or donation; and

WHEREAS, the Knox County Commission desires to authorize the acceptance of the grant funds and donations; and

WHEREAS, at its regularly scheduled meeting on January 9, 2025, the Knox County Board of Education individually approved the grants and donations listed on the attached document.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of grant funds and donations for the Knox County Schools as specifically shown on the list of grants and donations attached hereto and incorporated herein by reference and in the total amount of $168,904.09. A copy of the grant or donation notification letter and/or other information provided with each grant or donation is also attached hereto.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify Knox County's acceptance of the listed grants or donations, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
Grant and Donation Listing
January 2025

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	A.L. Lotts Elementary School PTO	A.L. Lotts Elementary School	Playground Project/Equipment	N/A	N/A	$77,348.50
2	Battelle Education TSIN/STEMx STEM Classroom Grants sponsored by TVA and BVI	A.L. Lotts, Brickey-McCloud, Cedar Bluff, Gibbs, and Lonsdale Elementary Schools; Carter, Gibbs, Gresham, and Hardin Valley Middle Schools; and Farragut, Halls, Karns, Powell, and West High Schools	STEM Projects	N/A	N/A	$68,500.00
3	Knoxville TVA Employees Credit Union SIMPLY SMART Educator Grants	Austin-East, Bearden Carter, Central, Farragut, Fulton, Gibbs, Halls, Karns, Powell, South-Doyle, and West High Schools; Career Magnet Academy, Hardin Valley Academy, Dr. Paul L. Kelley Volunteer Academy, and L&N STEM Academy	Classroom Projects	N/A	N/A	$22,805.59
4	Delta Kappa Gamma Society International Early Educator Grant	Mooreland Heights Elementary School	Kindergarten Small Group Engagement Classroom Project	N/A	N/A	$250.00
			TOTAL AMOUNT			**$168,904.09**

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Playground upgrades at A. L. Lotts

Cost to Knox County Schools

0

Description and Type of Funding Source

A. L. Lotts PTO

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Tracy Marsh

DATE: 10/14/24

SUBJECT: **Request for Board of Education Approval of a School Funded Project**

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	A. L. Lotts Elem.
Requested By:	PTO
Approved By: **(School Principal)**	Tracy Marsh
Phone	865-539-8611
Nature of the Project	Playground upgrades
Cost of the Project	$77,348.50
Funded By ☑ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	
Cost to Knox County Schools	Ø

FA–100 (9/21)

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School A. L. Lotts Elementary Date 10/14/24

2) Item(s) to be Purchased (Note 1)
1) see attached
2)
3)
4)
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ 77,348.50

4) Vendor Play World

5) Source(s) of Funding (Funds must be currently available)
(Examples: School Coupon Book Sales Receipts, PTO/PTA, Booster Club, General School Funds, etc.)

Source 1	PTA	Account Number	913.242	Amount $ 77,348.50
Source 2		Account Number		Amount $
Source 3		Account Number		Amount $
Source 4		Account Number		Amount $
Total (Should Equal Item #3 Above)				$ 77,348.50

I certify that the purchase(s) requested above will be made in accordance with all applicable provisions of Knox County Board of Education Policy and the Tennessee Internal School Financial Management Manual.

Signed: TMarsh
Principal: Tracy Marsh
Date: 10/14/24

Funds are available: _____
Supervisor of Student Activity Funds

NOTE: All purchases of supplies, materials, equipment, and contractual services at the school level of ten thousand dollars ($10,000) or greater shall be based on competitive bids and approved by the Board of Education.

PLAYWORLD PREFERRED The world needs play.

P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
10/1/2024	PWCQ22536-06

Quote valid for 30 days.

Bill To:

A L Lotts Elementary School

Ashley Crawford
9320 Westland Drive
Knoxville, TN 37922

P: (865) 539-8611
F:
greysmom1018@gmail.com

Site/End User:

A L Lotts Elementary School

Ashley Crawford
9320 Westland Drive
Knoxville, TN 37922

P: (865) 539-8611
F:
greysmom1018@gmail.com

Ship To:

A L Lotts Elementary School

Ashley Crawford
9320 Westland Drive
Knoxville, TN 37922

P: (865) 539-8611
F:
greysmom1018@gmail.com

50% Deposit Required.
See Terms and Conditions

Sales Representative	Prepared By
Beth Ramer	Beth Ramer

Qty	Item #	Description	Unit Price	Ext. Price
1	Geotextile Fabric	Provide and Install geotextile fabric	$4,050.00	$4,050.00
1	Removal	Remove mulch that's currently installed in the 124x80 area Remove existing boarders to regrade and reinstall boarders in a fashion to extend play area to existing asphalt walkway.	$14,800.00	$14,800.00
1	Install Stone and Mats =Gaga Pit	Install Gaga pit crush and run, compact it, and install rubber mats.	$3,400.00	$3,400.00
1	Provide & Install Gravel	Provide and Install 3" gravel bed across entire play area. [~120T]	$7,150.00	$7,150.00
1	Regrading	Regrade the school-side of the play area where the current climbers are, utilizing the 1' depth of the boarders as retention to help slow the mulch shifting down-grade.	$1,400.00	$1,400.00
1	ZZXX0666	CONCERTO VIBES	$5,929.00	$5,929.00
1	QWDISCPW	Discount on Playworld Product	-$1,185.80	-$1,185.80

Qty	Item #	Description	Unit Price	Ext. Price
1	ZZXX0151	SPINAMI	$6,781.00	$6,781.00
1	QWDISCPW	Discount on Playworld products	-$1,356.20	-$1,356.20
1	Install-EQ	Installation of Equipment- Including Aps Mat **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing. **Equipment must be installed according to manufacturer's specifications.	$4,800.00	$4,800.00
1	0330-40 GRS	GAGA Pit Mat 25'x26' area, 40 piece set of 5'x3'x3/4" Rubber MATS (type with holes throughout). Pins included for securing outer edges on soft ground. Also includes 300 zip ties, which ship separately via USPS	$3,350.00	$3,350.00
40	APS-Border12	12" Playground Border with Spike	$35.00	$1,400.00
40	Install-BT	Installation of Plastic Timber **Per border section Installation of ADA Ramp	$6.00	$240.00
275	EWF-Zeager	Zeager Mulch Engineered Wood Fiber ASTM, IPEMA Certified ADA Accessible	$21.90	$6,022.50
275	Install EWF	Installation of Wood Fiber *priced per cubic yard	$24.90	$6,847.50
1	APS-WearMat-10'	10' Diameter x 2" Wear Mat - 8 pieces (4' opening, 3' perimeter of mat)	$968.75	$968.75
1	APS-ADAHalfRamp	ADA Half Ramp System for use with 8" or 12" borders	$481.25	$481.25

Qty	Item #	Description	Unit Price	Ext. Price
		Shipping of Equipment will be included with pwcq24183		
1	Q-081980	Single Post Pyramid QRE 123 Length 14 ft 0 in x Width 14 ft 0 in by 8 ft 0 in Entry	$4,273.00	$4,273.00
1	Installation	Installation of Shade:	$3,400.00	$3,400.00

SubTotal	$72,751.00
Tax Rate	0.00 %
Sales Tax	$0.00
Shipping	$4,597.50
Total	**$77,348.50**

We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

See term contract. OAD

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HERE OF.
PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of $100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

Past due balances are subject to a one and one-half (1.5%) percent monthly finance charge, but in no event will the late payment finance charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Preferred in the enforcement of its rights hereunder.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

See term contract.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its on going warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

Send Signed Quotes and Deposit To:

Payment Address
Playworld Preferred, Inc.
P.O. Box 737808
Dallas, TX 75373-7808

Overnight Payment Address
J.P. Morgan Chase TX1-0029
Attn: Playworld Preferred, Inc. & 737808
14800 Frye Road
2nd Floor
Ft. Worth, TX 76155

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____



A L Lotts Elementary

Knox County Schools

24-15308A

Sales Representative

PLAYWORLD PREFERRED The world needs play

Equipment Manufacturer

PLAYWORLD The world needs play!

Cobalt	Orange
Silver	Cobalt
Orange	Chartreuse



A L Lotts Elementary

Knox County Schools

24-15308A

Sales Representative

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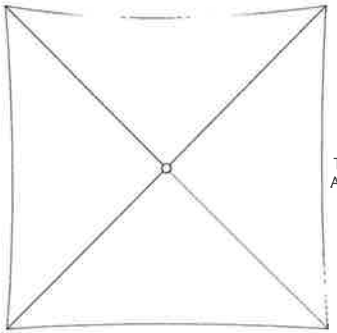
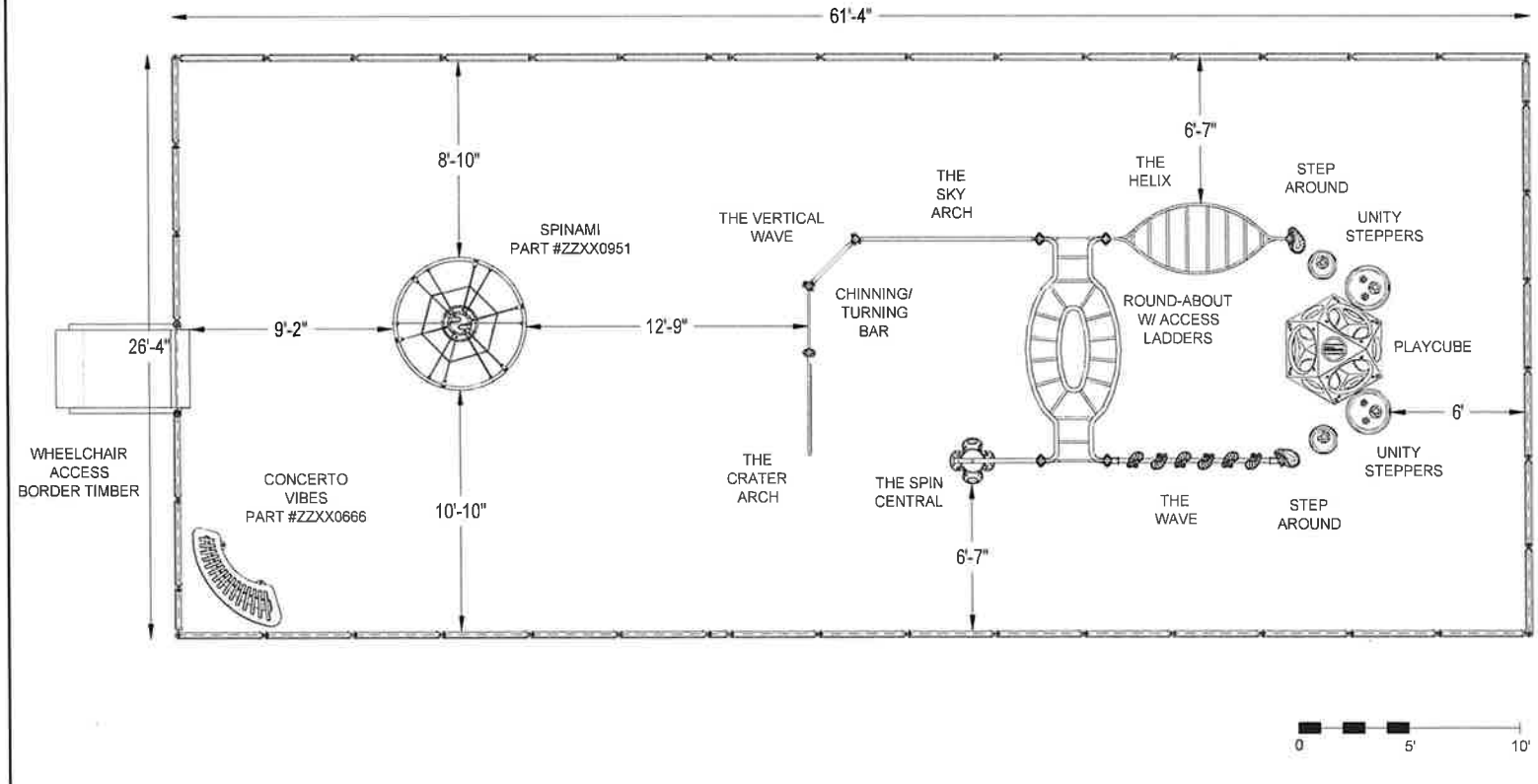


SINGLE POST
SHADE
PART #ZZPSP013
(EXACT LOCATION
TO BE DETERMINED
AT TIME OF INSTALL)



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

PLAYWORLD PREFERRED
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
1-800-459-7241

EQUIPMENT SIZE:
26'8" X 12'9" X 8'6"

USE ZONE:
61'4" X 26'4"

AREA:
1,586 SqFt.

PERIMETER
174 Ft.

FALL HEIGHT:
8 Ft.

USER CAPACITY:
34+

AGE GROUP:
5-12

ADA SCHEDULE

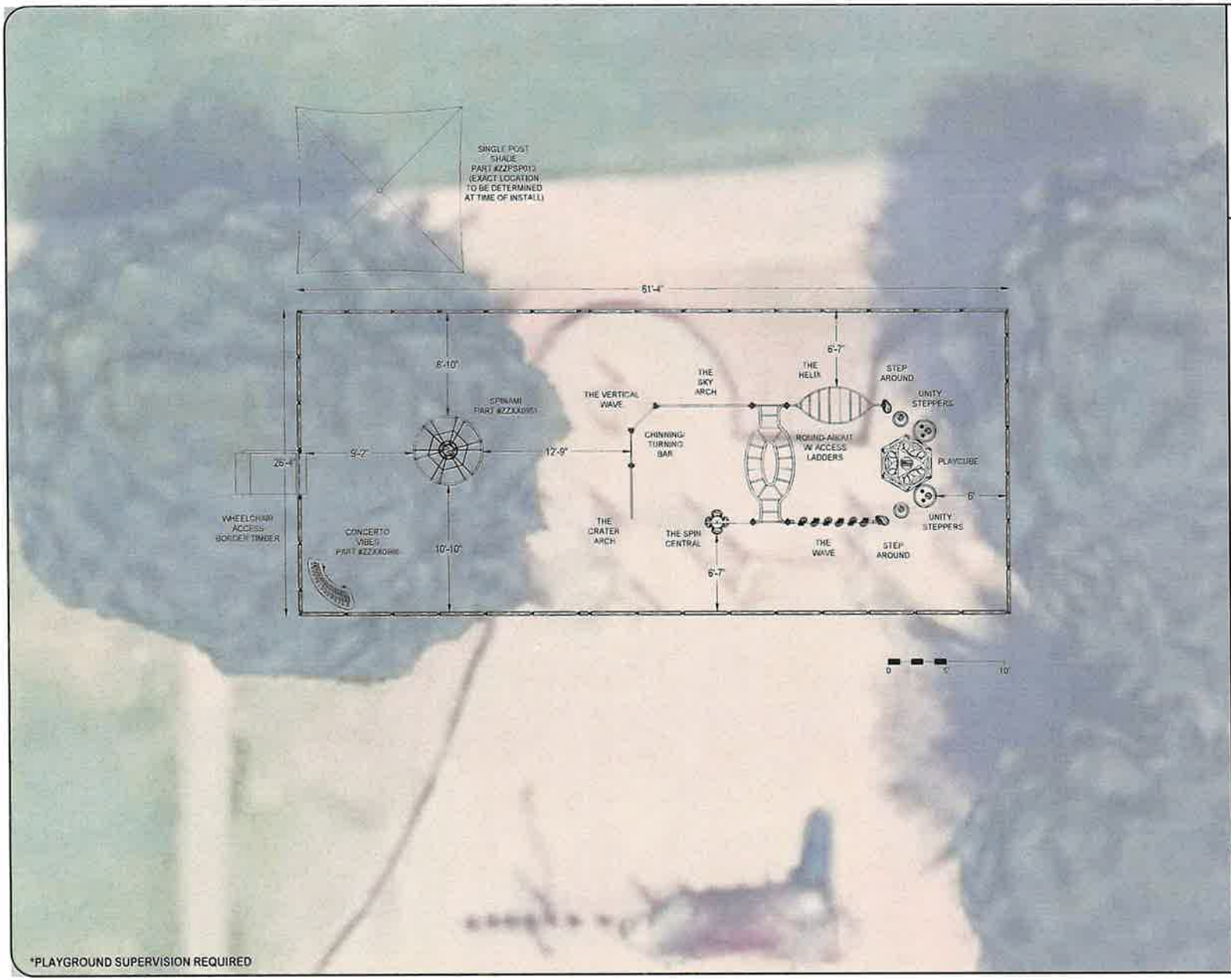
	Total Elevated Play Activities	0	
	Total Ground-Level Play Activities	17	
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	0	0	0
Provided	0	17	5

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO:	SCALE:
24-15308A	3/16"=1'-0"
DRAWN BY: CHIP ZECHMAN	Paper Size B
DATE: 04-OCT-2024	

A L LOTTS ELEMENTARY SCHOOL

KNOX COUNTY SCHOOLS



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11515 Vanstory Drive
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Required	0	0	0
Provided	0	17	5

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO.
24-15308A

SCALE:
1/8"=1'-0"

DRAWN BY:
CHIP ZECHMAN

Paper Size
B

DATE:
04-OCT-2024

A L LOTTS ELEMENTARY SCHOOL

KNOX COUNTY SCHOOLS

A L LOTTS ELEMENTARY

Design Number: 24-15308A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
	Posts		
1	ZZCH0009GZ	3.5in OD x 112in GROUND ZERO POST	1
2	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	4
3	ZZCH0038GZ	3.5in OD x 148in GROUND ZERO POST	4
	Climbers		
4	ZZUN8727	PLAYCUBE- GROUND LEVEL	1
	Ground Zer0 Climbers		
5	ZZCH8398	THE HELIX	1
6	ZZCH8457	THE CRATER ARCH	1
7	ZZCH8467	THE VERTICAL WAVE	1
	Overhead Events		
8	ZZCH5736	CHINNING - TURNING BAR	1
9	ZZCH5960	OVERHEAD EVENT ACCESS LADDER (24in DECK)	2
10	ZZCH6966	10ft ROUNDABOUT HORIZONTAL LADDER	1
	GroundZer0 Overhead Events		
11	ZZCH8456	THE SKY ARCH	1
	Balance		
12	ZZCH0149	STEP AROUND	2
13	ZZCH6857	CRITTER CROSSING	1
14	ZZUN7136	UNITY STEPPER - SMALL	2
15	ZZUN7137	UNITY STEPPER - MEDIUM	2
	GroundZer0 Balance		
16	ZZCH6798	SPIN CENTRAL (CH)	1
	Additional Tool & Maintenance Kits		
17	ZZUN1471	INSTALLER HARDWARE KIT	1
18	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
19	ZZXX0678	LABEL KIT- COMPOSITE STRUCTURE - ASTM	1
20	ZZXXGNGUID	GENERAL INSTALLERS GUIDE	1

A L LOTTS ELEMENTARY

Design Number: 24-15308A - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZPSP013	1	SINGLE POST PYRAMID QUICK RELEASE 14X14X8-IN-GRND POST	N/A	750.00		1,013	0	0.00	0.00	0
2	ZZXX0151	1	SPINAMI	Certified	342.66		1,908	7	6.00	0.33	1
3	ZZXX0666	1	CONCERTO VIBES	Certified	134.82		3,188	1	2.00	0.26	1
4	ZZXX8905	1	WHEELCHAIR ACCESS RAMP - BORDER TIMBER	N/A	213.68		456	0	1.00	0.00	0
5	ZZXX9409	2	1ft BORDER TIMBER w/STAKE	N/A	11.02		26	0	0.50	0.00	0
6	ZZXX9410	2	2ft BORDER TIMBERS w/STAKE	N/A	15.22		32	0	0.50	0.00	0
7	ZZXX9430	41	4ft BORDER TIMBERS w/STAKE	N/A	422.71		816	0	10.25	0.00	0
8	ZZCH0009GZ	1	3.5in OD x 112in GROUND ZERO POST	Certified	35.11		49	0	1.00	0.18	0
9	ZZCH0028	4	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	174.04		234	0	4.00	0.50	0
10	ZZCH0038GZ	4	3.5in OD x 148in GROUND ZERO POST	Certified	188.04		253	0	4.00	0.72	0
11	ZZUN8727	1	PLAYCUBE- GROUND LEVEL	Certified	151.62		429	4	1.50	0.12	1
12	ZZCH8398	1	THE HELIX	Certified	81.78		190	2	0.75	0.00	1
13	ZZCH8457	1	THE CRATER ARCH	Certified	79.50		407	2	1.00	0.03	1
14	ZZCH8467	1	THE VERTICAL WAVE	Certified	62.49		215	1	0.50	0.00	1
15	ZZCH5736	1	CHINNING - TURNING BAR	Certified	5.95		41	1	0.50	0.00	1
16	ZZCH5960	2	OVERHEAD EVENT ACCESS LADDER (24in DECK)	Certified	47.04		139	2	3.00	0.12	0
17	ZZCH6966	1	10ft ROUNDABOUT HORIZONTAL LADDER	Certified	139.10		298	3	1.00	0.00	1
18	ZZCH8456	1	THE SKY ARCH	Certified	44.86		105	2	0.50	0.00	1
19	ZZCH0149	2	STEP AROUND	Certified	13.38		178	2	1.00	0.00	2
20	ZZCH6857	1	CRITTER CROSSING	Certified	59.24		249	2	1.00	0.00	1
21	ZZUN7136	2	UNITY STEPPER - SMALL	Certified	59.94		138	2	2.00	0.26	2
22	ZZUN7137	2	UNITY STEPPER - MEDIUM	Certified	109.42		290	2	2.00	0.26	2
23	ZZCH6798	1	SPIN CENTRAL (CH)	Certified	54.76		324	1	0.50	0.00	1
24	ZZUN1471	1	INSTALLER HARDWARE KIT	N/A	3.90		57	0	0.00	0.00	0

A L LOTTS ELEMENTARY

Design Number: 24-15308A - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
25	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A				90				
26	ZZXX0678	1	LABEL KIT- COMPOSITE STRUCTURE - ASTM	N/A	0.04				0	0.08	0.00	0
27	ZZXXGNGUIC	1	GENERAL INSTALLERS GUIDE	N/A				1				
				Totals:	3,200.32	729	802	11,123	34	44.58	2.78	17
					1,440.14 Kg	328 Kg	361 Kg	11 Metric Tons			2.11 m3	

A L LOTTS ELEMENTARY

Design Number: 24-15308A - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events

ASTM F1487

The lay-out for this custom playscape, design number 24-15308A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-901

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/23/2024

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of grant funds from Tennessee STEM Innovation Network in the total amount of $68,500 for 14 KCS schools as detailed in attachment.

-AL Lotts, Brickey-McCloud, Cedar Bluff, Gibbs, and Lonsdale Elementary Schools;
-Carter, Gibbs, Gresham, and Hardin Valley Middle Schools; and
-Farragut, Halls, Karns, Powell, and West High Schools

Cost to Knox County Schools

0

Description and Type of Funding Source

Tennessee STEM Innovation Network

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

1. Award Letter/Email

Your STEM Classroom Grant application - update

BG

Brown, Gretchen (US) <BROWNG@battelle.org> Thursday, November 21, 2024 at 11:34 AM

To: KYLIE FIELDEN

This message is flagged for follow up. Mark Complete

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Kylie Fielden,

Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.

We are happy to inform you that your grant proposal for A.L. Lotts Elementary in the amount of $5000 for the project "STEM - Rockin' Robotics" has been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
   - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
   - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
   - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to your success in enhancing STEM education at A.L. Lotts Elementary.

Warm regards,
The TSIN Team

Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

2. Questions and answers
   - If this is a charter school, does the school have its own unique EIN (employee identification number) separate from that of the school district?
   - No separate EIN
   -
   - 5. School district name, mailing address, and financial contact information (name, address, phone number)
   - 6. School demographics - Please provide a short narrative about the student demographics of your school.
   - A L Lotts Elementary serves grades K-5, the student-teacher ratio is 16:1, with minority enrollment at approx. 24%. We offer ESL classes and approximately 17% of students are low income.
   - 50% of students scored at or above the proficient level for math, and 47% scored at or above that level for reading. ALLotts is a TN Reward School.
   - 7. Total number of students and grades served at the school
   - 985
   - 9. Percent free and reduced lunch
   - 17%
   -
   - 11. Name of program, project, or class the funds will support. (We encourage you to be creative!)
   - Rockin' robots
   -
   - 16. Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. (2,000 characters max) All proposals must have a specific project outlined. Proposals for materials without a project outline cannot be funded.
   - A.L. Lotts is excited to have implemented a new STEM program that every student will attend as part of their weekly rotation. We need assistance in purchasing modern equipment (ipads and robots the students can code) to give our students a start to higher level STEM. The use of iPads can accommodate various approaches to learning—whether visual, auditory, or kinesthetic—making our STEM education more accessible and effective for all students. Further, adding robotics with starter robots for the students to learn with can help students understand the principles of coding which is fundamental for many STEM careers. Lastly having the these up to date technologies can provide

engaging opportunities for every student to have hands-on experiences with technologies they might not have an opportunity to experience.

- 17. How does the project incorporate design thinking? (1,000 characters max)
- Our STEM "rockin' robotics" lessons will engage our students in collaborative, hands-on coding projects. Using robots, the students will have to work together to design a code for their robot to move, solve problems, and make sounds. The curriculum will have students identify problems and collaborate together to understand the end goal and how to use the latest technology, such as an ipad, application, or a coded robot to reach their goal.
- 18. What 21st century skills will students learn when completing this project? (1,000 characters max)
- The ipads and robots we have selected are specifically designed to make learning fun for elementary aged students and encourage curiosity. They are a starting point for developing basic programming skills and understanding and practicing directional language, estimation, measurement, problem-solving, collaboration, and much more.
- 19. How does the project enhance college and career readiness? (1,000 characters max)
- Giving all our students access to up to date technology ensures that students are learning with tools that are relevant and will prepare our youngest minds for future careers in STEM fields. By introducing students to STEM concepts like coding early on, we help them build a strong foundation that will be advantageous as they pursue higher education and enter the workforce. Working with coding kits and iPads they will be able to collaborate with each other on projects, share ideas, and develop innovative solutions together. This teamwork is an important aspect of STEM learning and mirrors real-world professional environments.
- 20. Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. (1,000 characters max)
- No
- 21. Are there any safety concerns with this project, and if yes, how will they be addressed? (1,000 characters max) 6 of 6
- No

- 22. TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? (1,000 characters max)
- Our STEM program is a class that the entire Lotts student community has access to regardless of their background or different abilities. All our K-5 participants will have access to high-quality STEM experiences with current technologies providing engaging opportunities for every student to have hands-on experiences they might not normally have an opportunity to experience.
-
- 23. What traditional underserved students, if any, does this project support? (255 characters max)
- This is a class that our entire student population is exposed to. Our 17% or approximately 170 lower income students will be able to learn on current ipads and code with robots.
-
- 24. Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. (1,000 characters max)
- Our rockin' robots curriculum will address multiple mathematics and technology learning standards as identified by the State in Tennessee for elementary students. Ipads will allow our students to use advanced online tools and applications to communicate key ideas, identify the advantages and limitations of software, manage information storage, use trial and error strategies to identify when their ipad is not working.
- Using the programmable robots to solve proposed issues, collaborating together, and applying foundational concepts, communication, will address analytical and innovative thinking as well as deepen the students' knowledge of estimation, counting, measurement, directional and computer language, and geometry. Further, coding robots will offer students literacy skill practice by having to spelling words out using their robot.
-
- 25. What formative and summative assessments will be used to measure learning outcomes? Please be specific. (1,000 characters max)
- The STEM Encore course at ALLotts is a graded course. Students will be assigned projects to work on collaboratively like to code a Bee Bot or Sphero Bolt robot using an ipad. They will listen and watch instructional presentation, and then will work together to come up with a coding design and practice executing their robot's code. They will be graded on their ability to define an algorithm as a list of

steps that can be followed to finish a task or solve a problem computational thinking to ask questions, conduct investigations, and solve their problems, and test their proposed solutions.

- 26. Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. (1,000 characters max)
- We have researched and determined the basic hardware to add robotics and coding to our STEM encore rotation as a class set of ipads (25), a class set (12) of Bee Bots with (2) coding mats teams can utilize and a class set (15) of Sphero Bolt robots with charging case.
- iPads are highly beneficial in STEM classrooms due to their versatility and interactive capabilities. There's a wide range of STEM apps that offer interactive simulations as well as a vast array of digital resources for students to explore topics. Mostly, the ipads will support the coding of our proposed robots that allowing students to learn programming languages and control robots. This hands-on experience is crucial for developing skills in computer science and engineering.
- The Bee-Bots and Sphero robots are easy-to-operate robots. Students will learn the basics of programming by teaching them how to create simple programs and understand algorithms while also inspiring inventiveness.

3. Grant Budget

Budget Template

Organization Name: A.L.Lotts Elementary
Contact Person's Name: Kylie Fielden
Email address: kylie.fielden@knoxschools.org
Phone Number: 865-539-5611
Title of proposed project: Rockin' Robots

Item	Description	Quantity	Unit Cost	Total Cost
BeeBots	Class pack with six Bee-Bot Programmable Robots and a dockin	2	$ 585.00	$ 1,170.00
Coding Mat	Bee-Bot Card Mat is a surface for the Bee-Bots to traverse and co	2	$ 79.95	$ 159.90
Sphero Bolt power pack	15 programmable robots, an inductive charging case, an Educat	1	$ 3,096.02	$ 3,096.02
General STEM supplies to support desi	Large quantity pipe cleaners & Playdough, Lego building set, charging towers	1	$ 574.08	$ 574.08
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	$ 5,000.00

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885(a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

Outlook

Your STEM Classroom Grant application - update

From Brown, Gretchen (US) <BROWNG@battelle.org>
Date Thu 11/21/2024 11:37 AM
To DAWN STACY <dawn.stacy@knoxschools.org>

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Dawn Stacy,

Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.

We are happy to inform you that your grant proposal for Brickey-McCloud Elementary School in the amount of $5000 for the project "Building Brickey Community with Lego Bricks" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
    - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
    - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.

- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Brickey-McCloud Elementary School.

Warm regards,
The TSIN Team

Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

Dawn	Stacy
First Name	Last Name

Applicant Email *

dawn.stacy@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

865 - 603 - 3296

####

This information will not be shared.

Your Professional Title *

STEM Teacher, K-5

(Teacher, Principal, Administrator...)

School Name *

Brickey-McCloud Elementary School

School Address *

1810 Dry Gap Pike

Street Address

Address Line 2

Knoxville

City

Tennessee

State

37918

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- ○ Yes
- ◉ No
- ○ I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

400 W. Summit Hill Dr

Street Address

Address Line 2

Knoxville | Tennessee

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

laura.denton@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 594 - 8080

####

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *



Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [x] Yes
- [ ] No
- [ ] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [x] Yes
- [ ] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

With a total enrollment of 849 students, BMES shows the following:
Asian/Pacific Islander: 2%
Black: 7%
Hispanic: 8%
White: 83%
Other: <1%
4% of our students are English Language Learners

Total Number of Students in the School *

849

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [x] Pre-K
- [x] Elementary
- [ ] Middle
- [ ] High
- [ ] Other

Is the school (select one) *

- [ ] Rural
- [x] Suburban
- [ ] Urban
- [ ] Other

Percent free and reduced lunch in the school *

14

Is this a title one school? *

- ( ) Yes
- (•) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

Building Brickey Community with Lego Bricks

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [x] Community Problem Solving
- [ ] Energy
- [ ] Environment
- [ ] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

- [ ] Pre-K
- [x] K
- [x] 1
- [x] 2
- [x] 3
- [x] 4
- [x] 5
- [ ] 6
- [ ] 7
- [ ] 8
- [ ] 9
- [ ] 10
- [ ] 11
- [ ] 12
- [ ] Other

How many students will the project serve? *

840

Amount of grant funds requested *

$5,000

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

Brickey-McCloud Elementary School has recently implemented a house system to create a broader sense of community among our student body, their families, and staff. Each classroom is challenged with creating a learning environment that lends itself to problem solving, team building, and authentic learning opportunities. Lego building and coding systems provide opportunities for students to problem solve and create models for issues that face them where they live, learn, and play. Students will use the Engineering Design Process to design, create, code, and build solutions to problems that mean something to their particular house teams. Teams will need to identify hardware and software components and learn how they make up a computing system and 3D model. The teams' end products will be displayed at our annual STEAM Family and Community Night at our school where students will be required to demonstrate and explain their models to a variety of audiences. The house system has created a friendly, competitive atmosphere in our school this year. We imagine using these Lego building systems to provide students a means of increasing house participation and encouraging each house's unique voice within the STEM related arts classroom.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

Students will use familiar and challenging design tools and design principles to create models to identified problems. The Engineering Design Process is at the core of almost every lesson we teach in the STEM classroom, and it will guide students through all aspects of their problem solving, modeling, and creation of solutions.

What 21st century skills will students learn when completing this project? *

Materials and instruction for these lessons will incorporate all 4 core 21st century skills. Students will communicate and collaborate in their house teams by identifying and defining problems they wish to solve, identify the scope and sequence of their problem, and predict possible outcomes. Competition between the houses in our school based system will increase motivation and lead to school wide communication and drive. Students will utilize critical thinking skills by collecting, organizing, analyzing, and interpreting data to identify solutions and make informed decisions.

How does the project enhance college and career readiness? *

Lessons and materials will encourage students to synthesize, utilize, and hypothesize scenarios across a variety of platforms. They will need to identify scientific and engineering needs and practices. They will need to record and interpret date. They will be required to enter data into systems and coding platforms. Then, they will be required to physically manipulate materials to create models and solutions they can see, explain, and present.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

We are not identifying community partners at the onset of this project. However, as students identify their problems and need more information or support from community partners, we expect there will be many opportunities to invite outside professionals into our school to reinforce and expand students' learning and motivation.

Are there any safety concerns with this project, and if yes, how will they be addressed? *

The sets we are requesting to purchase with this funding are approved for the age of students who will be using them. As always, I will approach the lessons with our STEM Classroom Safety Procedures foremost. We practice safe use of tools and materials with each class period.

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

At Brickey-McCloud, our house system has been created and implemented this school year with these concerns in mind. School wide, our focus this year is to include ALL students in ALL areas of our school community, whether that be students of a particular race, gender, language, or lower income area. The house system places students with similar interests in groups of all ages with different abilities, needs, desires, and leadership qualities. It is a large undertaking for 840+ students, but our school has embraced it with excitement and true dedication from our PreK-5th grade students to the staff, to our parents, and local community outside our school walls. The projects I am requesting funding for will be used in a related arts STEM classroom for all students in our school.

What traditional underserved students, if any, does this project support? *

All students, regardless of race, gender, language, or SEL obstacles will be participating in this project. Our hope is to create a sense of ownership and belonging. All grade levels and abilities will be incorporated into the final products.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

Lego Systems provide lesson plans, curriculum, and teacher support for each grade level to ensure a scaffolded experience. As an example, kindergarten standards for one project are listed here:
AIT.1 Identify and define problems and form significant questions for investigation
AIT.4 Use multiple processes and diverse perspectives to explore alternative solutions
AIT.6 Collect, organize, analyze, and interpret data to identify solutions and/ or make informed decisions
CCP.1 Identify, using appropriate terminology, common physical components of computing systems
CCP.2 Use simple trial and error strategies to identify when a computing device is not working
CCP.3 Define algorithm as a list of steps that can be followed to solve a problem
CCP.4 Decompose an example into smaller sub-problems with teacher guidance or independently
CCP.S Collaboratively, students can build independence and sophistication (e.g., Ask, Plan, Do, Reflect) to illustrate a program's sequence and outcomes

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Individual lessons will incorporate oral and written feedback. End products will consist of a student created 3D model, posters and slide presentations defining the problem and process used to solve it, and a family night opportunity to present their projects to others.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

Two types of LEGO Solutions Sets will be purchased. BricQ Motion Sets are targeted toward K-2 grade levels. SPIKE Essential Sets are designed for grades 3-5 and beyond. We are requesting 11 sets of each which will provide sets for each house plus 2 extra of each design for hands-on opportunities projects to be available for families to add to the project as part of our STEAM Family and Community Night programming. This will give parents and community partners an idea of the scope and sequence their students have put into their projects.

☑ Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1553Brickey-McCloud_Elementary_School_Stacy_Dawn_B.xlsx

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

SALES QUOTATION

September 11, 2024

Quoted To:
Dawn Stacy
dawn.stacy@knoxschools.org

Sold To:
Customer Number:
Brickey - McCloud Elementary School
1810 Dry Gap Pike
Knoxville, TN 37918

Ship-To:
Brickey - McCloud Elementary School
1810 Dry Gap Pike
Knoxville, TN 37918

Quotation ID: QUO-86616-T9L9C1 / 0
Sales Person: Brian Cohanski
E-mail: brian.cohanski@LEGO.com
Phone: +16177556837

Item No.	Description	QTY	Price	Total
45345 	**LEGO® Education SPIKE™ Essential Set**	11	$319.95	$3,519.45
45401 	**LEGO® Education BricQ Motion Essential S**	11	$149.95	$1,649.45

Promotion Code: RGQ862UJG5 - Promo Code must be included on PO in order to receive this pricing

Discount:	$206.76
Net Amount:	$4,962.14
Shipping & Handling:	$0.00
Tax:	$0.00
Total:	$4,962.14

Please note! By purchasing Professional Development, you agree to the terms of service outlined on our website:
LEGO Education U.S. Professional Development Terms of Service

LEGO Education | 501 Boylston St. | Suite 4103 | Boston, MA 02116
(P) 800-362-4308 | (F) 888-534-6784 | (E) orders@legoeducation.us
Visit us at education.lego.com

To guarantee pricing, please attach a copy of this proposal / quote to your purchase order or include the Quote ID listed above. Prices are valid through December 31, 2024. Prices based upon total purchase.

If you are tax exempt, please send a valid copy of your certificate with your purchase order to Orders@legoeducation.us. If applicable, tax above is an estimate. Actual tax will be calculated at time of order.

LEGO Education Tech Support ($150.00/Hr.) will be free of charge for all LEGO Education customers.

Please remit all payments to: LEGO Education, 13569 Collections Center Dr., Chicago, IL 60693

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-005(b)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

Outlook

Your STEM Classroom Grant application - update

From Brown, Gretchen (US) <BROWNG@battelle.org>
Date Thu 11/21/2024 11:35 AM
To SARAH KERSTETTER <sarah.kerstetter@knoxschools.org>

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Sarah Kerstetter,

Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.

We are happy to inform you that your grant proposal for Cedar Bluff Elementary School in the amount of $5000 for the project "Print to Protect: Animal Homes & Biomedical Advances" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
    - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
    - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.

- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Cedar Bluff Elementary School.

Warm regards,
The TSIN Team

Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

Sarah	Kerstetter
First Name	Last Name

Applicant Email *

sarah.kerstetter@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

865 - 771 - 2676

- ### -

This information will not be shared.

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

School Name *

Cedar Bluff Elementary School

School Address *

705 N. Cedar Bluff Road

Street Address

Address Line 2

Knoxville | TN

City | State

37923

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- (●) Yes
- ( ) No
- ( ) I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

400 W. Summit Hill Dr.

Street Address

Address Line 2

Knoxville | TN

City | State

37092

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

laura.denton@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 437 - 7864

####

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *

Northeast
Alabama
Kentucky
Middle Tennessee

Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [ ] No
- [x] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [x] Yes
- [ ] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

Cedar Bluff Elementary School serves around 1,100 students in grades K-5. Our student body includes approximately 41% from minority groups and 17% with disabilities. There are nine 1, 2, 3, & 4 grade classes and 8 K & 5th classes.

Total Number of Students in the School *

1100

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [x] Elementary
- [ ] Middle
- [ ] High
- [ ] Other

Is the school (select one) *

- [ ] Rural
- [x] Suburban
- [ ] Urban
- [ ] Other

Percent free and reduced lunch in the school *

100

Is this a title one school? *

- ( ) Yes
- (•) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

Print to Protect: Animal Homes & Biomedical Advances

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [x] Community Problem Solving
- [ ] Energy
- [x] Environment
- [x] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

[ ] Pre-K	[ ] K	[ ] 1
[x] 2	[x] 3	[x] 4
[x] 5	[ ] 6	[ ] 7
[ ] 8	[ ] 9	[ ] 10
[ ] 11	[ ] 12	[ ] Other

How many students will the project serve? *

720

Amount of grant funds requested *

$5,000

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

I have always been captivated by 3-D printing and my interest has only deepened as its possibilities have expanded over the years. Given the advancements in this technology, I believe it will play a crucial role in various fields in the future. For my project I will align my students' interests to help them create with purpose and focus.
Our community and its neighboring areas have seen significant population growth, leading to a surge in residential construction. This development has displaced many wild animals, causing them to appear in unusual places such as backyards and towns. While we can't halt population growth or construction, we can help animals find new homes.
To address this, my project will involve 2nd and 3rd grade students researching displaced wildlife in our area and designing 3-D printed structures to provide them with new habitats. The goal is for these students to create approximately 72 animal homes (4 per class) over the next 7 months. Each class will develop a timeline to research the displaced animals, identify suitable locations for the 3-D homes, and design and print the structures while tracking their placement and impact.
I additionally aim to ensure that this project has a meaningful impact in areas relevant to my students and community while allowing the grade level some autonomy within the project. To achieve this, my 4th and 5th graders will focus on designing biomedical devices to assist individuals with disabilities with everyday tasks. I firmly believe that students possess a remarkable level of creativity and innovative thinking, often surpassing the expectations many adults have of them.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

My project is directly focused on the design thinking process. Students will be given a task and will have creative control over the design of their items. Students will use empathy to understand the animals' needs, they will need to clearly identify the problem, they will brainstorm creative solutions with their group, they will build a prototype with a computer program, they will need to evaluate and refine the design of their item and also reflect during several steps of the design process.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What 21st century skills will students learn when completing this project? *

Students will develop 21st-century skills like critical thinking, creativity, collaboration, and communication. They will analyze needs of animals/patients, assess factors, and design solutions that best serve them. Problem-solving is key as students identify challenges and devise solutions, often thinking outside the box with creative designs.
Working in teams, students will practice delegation, listening, and communication. They'll strengthen their information literacy by researching animal needs, getting information from various sources. Students will enhance technology literacy through 3D design software and prototyping, critical for modern careers.
Students will build life skills like adaptability, flexibility, leadership, and responsibility, taking initiative in research, brainstorming, and project management. This hands-on project not only teaches functional design but also equips students with the skills necessary for success in academic, professional, and personal contexts.

How does the project enhance college and career readiness? *

KCS's STEM standards provide opportunities to explore many STEM careers. This project connects 3D printing with related professions, enhancing college and career readiness by developing critical skills. Students will analyze problems, think critically, and propose solutions, skills vital for higher ed and careers in engineering, architecture, and the sciences.
PBL prepares students for college by applying knowledge from subjects like biology, physics, and design in real-world contexts. Collaboration and teamwork, key to both college and the workplace, are emphasized. Students will also enhance communication and presentation skills, vital in both academic research and professional environments.
Creativity, innovation, and problem-solving are highlighted, preparing students for modern, competitive workplaces. Students will develop STEM, technical, time management, and leadership skills through this project, aligning with the expectations of both colleges and employers.

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

No

Are there any safety concerns with this project, and if yes, how will they be addressed? *

There are things to be aware of for safe and proper use of the 3-D printers. This will be easily addressed as the printers will be kept in my office and students will work with the computer design program. Printing, due to time constraints, will be done after school and not during the class time.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

"Print to Protect" aligns with the STEM for all initiative by promoting inclusivity and accessibility in STEM education. This project is inclusive and has accessible learning opportunities. The project offers hands-on experiential learning that is adaptable for different student abilities and interests. No matter the area of science that students are more inclined toward they will find a role in this assignment. Students from diverse backgrounds, including those with varied academic strengths or learning styles can participate. This project allows everyone to contribute based on their strengths. This project also incorporates elements of science, engineering, and technology which makes STEM approachable for all students, not just those students who are traditionally interested in specific STEM fields.

What traditional underserved students, if any, does this project support? *

This project supports traditionally underserved students in STEM like girls, minority students, lower income students, and disabled students.

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

The standards this project addresses are :
Life Science (LS) Standards
2.LS2: Ecosystems: Interactions, Energy, and Dynamics and 3.LS4: Biological Change: Unity and Diversity. These standards focus on animals and their environments and how animals react when ecosystems are changed.
Engineering, Technology, and Applications of Science (ETS) Standards - Engineering Design, 2ETS1, 3.ETS1, 4.ETS1 and 5.ETs1. These standards will be used when students are creating and designing their item and making adjustments throughout the process.
Links Among Engineering, Technology, Science, and Society:
2ETS2, 3.ETS2, 4.ETS2, and 5.ETS2. These standards involve using the appropriate measuring tools and identifying problems and solutions.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

I plan on using a combination of formative and summative assessments to help evaluate students' understanding, skills, and growth throughout the process.
My formative assessments will be ongoing evaluations that help me gauge each student's progress and provide feedback. Observations, check ins, design sketches and prototypes, peer feedback, research documentation, and reflection journals will be used for these assessments. .
The final product will be a summative assessment based on how well it meets the project's criteria: Functionality: Does the design meet the animals needs for shelter and protection. (Does the device meet the need for the patient to assist in a disability?) Creativity: How innovative is the design. Durability: Is the home or device built to withstand environmental factors? Students will complete a self assessment at the end of the project. This approach provides opportunities to assess both the product and the journey.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

Funds are requested to purchase a MakerBot Sketch Large 3D printer and a MakerBotSketch Kit Single Printer Setup. This bundle allows students to have access to both a large and small 3D printer for the varying sizes of the completed projects. In addition to the printers, build plates are necessary for each printer. This is the base the printer uses to build the project off of. The company offers a filament bundle that comes in several colors. The filament is used to actually print the design. The bundle will have a lot of primary colors, so the addition of the metallic filament will enhance creativity for the designs. The company recommends an extended service plan for both machines. This will cover the machines against any damage or malfunctions for 2 years. Finally, funds will be needed to cover shipping.

☑ Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1453Cedar_Bluff_Elementary_School_Kerstetter_Sarah.xlsx

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Cedar Bluff Elementary School

Contact Person's Name: Sarah Kerstetter

Email address: sarah.kerstetter@knoxschools.org

Phone Number: 865-771-2676

Title of proposed project: Print to Protect: Animal Homes and Biomedical Advances

Item	Description	Quantity	Unit Cost	Total Cost
3-D Printers	MakerBot SKETCH Large 3D Printer(1) MakerBot Sketch Kit S	1	2998	$ 2,998.00
Build Plate	required plates for machine	1	$ 80.00	$ 80.00
Large build plate	required plates for machine	1	$ 89.00	$ 89.00
Extruder	Works with 3D printer to melt and mold filament	1	$ 130.00	$ 130.00
10 Pack of Filament	Material the 3D printer uses to print	1	$ 634.00	$ 634.00
Metallic Filament	Material the 3D printer uses to print	1	$ 205.00	$ 205.00
Extended Warranty	2 yars of coverage	1	$ 620.00	$ 620.00
Shipping		1	$ 244.00	$ 244.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	**$ 5,000.00**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885(c)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

Outlook

Your STEM Classroom Grant application - update

From Brown, Gretchen (US) <BROWNG@battelle.org>
Date Thu 11/21/2024 11:36 AM
To APRIL LAMB <april.lamb@knoxschools.org>

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear April Lamb,

Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.

We are happy to inform you that your grant proposal for Gibbs Elementary School in the amount of $3500 for the project "Tracking the Flow of Energy Through Biology and Technology" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
   - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
   - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
   - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.

- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Gibbs Elementary School.

Warm regards,
The TSIN Team

Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

April	Lamb
First Name	Last Name

Applicant Email *

april.lamb@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

423 - 612 - 1108

####

This information will not be shared.

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

School Name *

Gibbs Elementary School

School Address *

7715 Tazewell Pike

Street Address

Address Line 2

Corryton | Tennessee

City | State

37721

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- ○ Yes
- ◉ No
- ○ I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

400 W. Summit Hill Drive

Street Address

Address Line 2

Knoxville | Tennessee

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

laura.denton@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 437 - 7864

###-###-####

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *



Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [x] No
- [ ] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [x] Yes
- [ ] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

Gibbs Elementary has 975 students and is growing rapidly. Our number of English Language Learners doubled to 40 last year. 167 of our students have an individualized education plan. About 39 percent of our students qualify for free or reduced lunch.

Total Number of Students in the School *

975

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [x] Pre-K
- [x] Elementary
- [ ] Middle
- [ ] High
- [ ] Other

Is the school (select one) *

- [x] Rural
- [ ] Suburban
- [ ] Urban
- [ ] Other

Percent free and reduced lunch in the school *

39

Is this a title one school? *

- ( ) Yes
- (•) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

Tracking the Flow of Energy Through Biology and Technology

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [ ] Community Problem Solving
- [x] Energy
- [x] Environment
- [x] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

- [ ] Pre-K
- [ ] K
- [ ] 1
- [ ] 2
- [x] 3
- [x] 4
- [ ] 5
- [ ] 6
- [ ] 7
- [ ] 8
- [ ] 9
- [ ] 10
- [ ] 11
- [ ] 12
- [ ] Other

How many students will the project serve? *

1200

Amount of grant funds requested *

3,500

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

Our STEM program at Gibbs Elementary School is run off of a cart, with the teacher moving from classroom to classroom during our special areas rotations. Due to this, we must find ways to address STEM education in alternative spaces.
One is a school garden, the initial catalyst for this project. Tracking Energy Flow Through Biology and Technology is a lesson that covers biommicry, biology, ecology, electrical power, and alternative energy sources. For third-grade students this project would begin with planting seeds in the school gardens and tying in engineering concepts where students can design mini-greenhouses and ways to protect the plants from predators. We will research potential predators and ways to prevent them. Once the plants have matured we will harvest the vegetables and use them to learn about the plant parts and the functions of the parts.
For fourth-grade students, this lesson will focus on energy flow from plants to animals. The students will use the garden to learn about producers and herbivores during the gardening portion. Next, they will dissect owl pellets to make a connection between herbivores, omnivores, and carnivores.
The second part of the project will focus on electricity and renewable resources. Using snap circuits, students will learn more about the production of electricity and the flow of energy through our region, community, schools and homes. Third grade will focus on circuits and the basics of electricity, while the fourth grade will focus on renewable energy sources like solar power (making the connection back to the school gardens and how producers use solar energy that flows through life), hydroelectric power, wind power, and battery storage. Students will use the My Home Electronics Building Kit to devise the home of the future and the design process to imagine how homes will be more sustainable and how we may power the future inventions they devise.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

The project will incorporate design thinking in the process of laying out the school gardens: determining how many plants will fit in each box, the type of plant that will grow in the correct season, and how to protect plants from early or late frosts and predators. The students will also use the design process to create procedures for caring for the gardens as the plants grow and harvesting them.
The second step of the design process will be when students take what they have learned about electricity or renewable energy and design the home of the future. Third grade will focus on inventions based on basic circuits using batteries or electricity. Fourth grade will focus on home designs that include renewable energy and reflect a design incorporating some renewable energy source.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What 21st century skills will students learn when completing this project? *

Students will engage in critical thinking by solving problems in the garden while designing ways to protect plants from predators and frosts. They will also need critical thinking to create a new invention that will help people in their homes.
Collaboration and communication will be necessary as students will work in teams to create a plan for caring for the garden from seed to harvest. The collaboration and communication will continue as the work as partners to create a prototype of their invention. Students will use information and technology literacy to research potential crops and food chains or webs related to the school garden. Social skills and initiative will be needed to apply for jobs related to the school gardens and to follow through on those jobs. Social skills will also be necessary when students interact with each other and community partners. The final products will require creativity since students will be creating inventions for the homes of the future.

How does the project enhance college and career readiness? *

Students will enhance their college and career readiness with career connections. One goal of the STEM program is to provide career connections with each STEM lesson and to provide students with authentic problem-solving opportunities. Students will learn about a variety of career options including electrician, farmer, industrial systems engineering, food engineering, environmental engineering, biologist, entomologist, and others.

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

One project partner has been identified. Erech Atchley, an electrician employed with Oak Ridge National Laboratory, will meet with students to discuss what an electrician does, and how his job helps the country and community. He will also help students evaluate their design plans. Our school also has several community partners who work with us on farm day. These could also be brought in to help us with the school garden. Other potential partners include Keep Knoxville Beautiful who offer programs on composting and renewable resources.

Are there any safety concerns with this project, and if yes, how will they be addressed? *

Safety concerns are minimal with this project. Students caring for the garden during the school day is a safety concern. Placing the gardens inside the fenced-in playground area and only allowing them to care for the gardens during recess or during a time when the STEM teacher is available to watch them will minimize any concerns.

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

Rural communities are traditionally underserved when it comes to STEM exploration. Our program provides STEM education to all students in our rural area, which includes many students with special needs. All of our students, including those with profound intellectual and physical disabilities are included in our STEM program. We hope that this will help them develop an interest in STEM that follows them to high school and beyond.

What traditional underserved students, if any, does this project support? *

Females, minorities, and people with disabilities are underrepresented in STEM career fields. This project will support 140 students with identified disabilities, 90 minority students, and 438 female students. Over 4 years all of our current students, exc

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

Students will deepen their understanding of STEM by engaging in an authentic project that connects content areas and allows them to engage in hands-on learning that is connected to a variety of STEM career fields.
Students in fourth grade will cover Life Science standards related to ecosystems. Physical science standards related to energy and earth and human activity and engineering standards will also be covered. The project will also address computer science standards related to data and research. Third grade students will address life science standards related to the structures and processes of organisms and the transfer and application of energy. Earth's systems standards will be incorporated by gathering climate information to choose crops to plant. Engineering design standards will be used throughout. Math standards on arrays will be incorporated into the garden design. Foundational computer science standards will be used to research and inform others about our school project.

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Formative assessments will be engineering design process worksheets where students will show their thinking through blueprints and explanations. Student conversations, student creations and plans will all be used to formatively assess student learning. Summative assessments for both grade levels will be the Benchmark MVP assessment. These specifically assess student growth on specific science standards to assist in remediation before end-of-the-year testing occurs.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

Third graders will use the Snap Circuits My Home Electronics Building Kit to learn about basic circuits and design an invention powered by electricity to use within their homes. Fourth graders will use the Snap Circuits Green Alternative Energy Electronics Exploration Kit to learn about green power generation and use that to design a home that uses renewable energy in a new invention for the home. The budget accounts for students to use these with a partner.
The garden bed, soil, plastic sheeting and seeds will be used to learn about gardening and the flow of energy through plants and animals. There is enough for nine classes to each have their own garden bed.
The owl pellets will be used by fourth graders to dissect and create a food web that would originate in our school garden and include the animals discovered through the dissection. The budget includes enough for four years of the project with students working in pairs.

- [x] Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1524Gibbs_Elementary_School_Lamb_April_Budget2024.xlsx

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Gibbs Elementary School

Contact Person's Name: April Lamb

Email address: april.lamb@knoxschools.org

Phone Number: 423-612-1108

Title of proposed project: Tracking the flow of energy through biology and technology

Item	Description	Quantity	Unit Cost	Total Cost
Snap Circuits Green Alternative Ener	125 fun green-energy projects. Make your own solar light cl	13	$ 89.49	$ 1,163.37
Snap Circuits Elenco My Home Elect	Use the color and number coded building blocks with snaps	13	$ 45.00	$ 585.00
Owl Pellets	small owl pellets for food web disection (enough for groups	336	$ 2.60	$ 873.60
Raised Garden Beds	Garden beds for teaching about plant parts, plant needs and	9	$ 70.00	$ 630.00
Plastic Sheeting	to keep the plant beds from growing up with grass	2	$ 15.00	$ 30.00
Top Soil	cubic yards	4	$ 45.00	$ 180.00
Seeds	a variety of seeds chose by the students for fall and spring p	1	$ 36.00	$ 36.00
(please insert lines as needed)			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	**$ 3,497.97**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-085(d)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 2/17/2024

From: CHARLES LEWIS
To: HEATHER HENDERLIGHT
Subject: Fw: Your STEM Classroom Grant application - update
Date: Monday, November 25, 2024 7:28:54 PM
Attachments: 1522Lonsdale Elementary School Lewis Charles GrantApp2024.pdf
1522Lonsdale_Elementary_School_Lewis_Charles_Budge.xlsx

---

herego...

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Thursday, November 21, 2024 11:33 AM
To: CHARLES LEWIS <charles.lewis@knoxschools.org>
Subject: Your STEM Classroom Grant application - update

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Charles Lewis,
Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.
We are happy to inform you that your grant proposal for Lonsdale Elementary School in the amount of $5000 for the project "STEM Lab" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
   - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
   - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
   - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.

- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.
We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Lonsdale Elementary School.
Warm regards,

The TSIN Team
Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

Charles	Lewis
First Name	Last Name

Applicant Email *

charles.lewis@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

423 - 920 - 8285

####

This information will not be shared.

Your Professional Title *

teacher

(Teacher, Principal, Administrator...)

School Name *

Lonsdale Elementary School

School Address *

1506 Louisiana Ave.

Street Address

Address Line 2

Knoxville TN

City State

37924

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- ○ Yes
- ◉ No
- ○ I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County School

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

400 W Summit Hill Drive

Street Address

Address Line 2

Knoxville | TN

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

laura.denton@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 594 - 8080

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *



Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [ ] No
- [x] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [x] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

64% hispanic
25% black
7% white
4% other
96% low income

Total Number of Students in the School *

299

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [x] Pre-K
- [x] Elementary
- [ ] Middle
- [ ] High
- [ ] Other

Is the school (select one) *

- [ ] Rural
- [ ] Suburban
- [x] Urban
- [ ] Other

Percent free and reduced lunch in the school *

100

Is this a title one school? *

- (•) Yes
- ( ) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

STEM Lab

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [ ] Community Problem Solving
- [ ] Energy
- [ ] Environment
- [x] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

[ ] Pre-K	[x] K	[x] 1
[x] 2	[x] 3	[x] 4
[x] 5	[ ] 6	[ ] 7
[ ] 8	[ ] 9	[ ] 10
[ ] 11	[ ] 12	[ ] Other

How many students will the project serve? *

200

Amount of grant funds requested *

5,000

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

-Teach the fundamental principals of A/V production.
- Students can learn about the process of creating and managing audio and visual content, including the planning, recording, and editing stages.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

-Students can learn about the process of creating and managing audio and visual content, including the planning, recording, and editing stages.
-Students can learn to use professional equipment and software to create productions.
-Students can develop skills in areas such as videography, audio recording, and lighting.
-

What 21st century skills will students learn when completing this project? *

Communication
The ability to communicate is essential for arts integration.
Collaboration
Working with others to solve problems is an important skill for A/V production.
Critical thinking
The ability to reason effectively, make decisions, and solve problems is important for A/V production.
Creativity
The ability to think creatively and work with others to implement innovations is important for A/V production.
Ethical practices
Understanding the importance of ethical practices in A/V production is important.
Research
Researching the history of A/V production and its impact on society is important.
Some other 21st century skills include:
Dependability, Flexibility, Adaptability, Information literacy, Media literacy, Technology literacy, Leadership, Initiative, Productivity, and Social skills.

How does the project enhance college and career readiness? *

Practical, hands-on skills coverage provides ideal career preparation. Learning Audio/Video Production helps students explore Audio and Visual Production career paths, while learning the media creation process and standard industry software applications.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

Bandit Lites
Stellar Vision and Sounds
Lewis Institute of Media and Entertainment Technology
I want to establish a partnership with them to help facilitate trainings and expert advice on equipment purchases.

Are there any safety concerns with this project, and if yes, how will they be addressed? *

no

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

Lonsdale has a large Hispanic population. The A/V program will expose them to many career fields in the AV industry such as:
Audio and Video Equipment Technician.
Audio-Video Designer, Engineer.
Editor.
Graphic Designer.
Multimedia Artist, Animator.
Producer.
Sound Engineering Technician.
Videographer.

What traditional underserved students, if any, does this project support? *

Hispanic and Blacks

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

STEM Fields Exploration
These standards are designed to equip students with an understanding of STEM careers and occupations.
1) Investigate real-world problems or challenges that exist in different STEM fields synthesizing multiple sources of information
2) Analyze career opportunities and occupations that exist in a variety of STEM fields
3) Explore how technology is integrated into different career fields and occupations

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

AV check sheets of knowledge

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

24 classroom cameras @ 100= 2400
audio and video editing software

☑ Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1522Lonsdale_Elementary_School_Lewis_Charles_Budge.xlsx

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Lonsdale Elementary

Contact Person's Name: charles Lewis

Email address: charles.lewis@knoxschools.org

Phone Number: 4239208285

Title of proposed project: STEM AV career exploration

Item	Description	Quantity	Unit Cost	Total Cost
video camera	hd video camera	24	$ 95.00	$ 2,280.00
sd cards	39 gb video storage pk of 5	5	$ 40.00	$ 200.00
tripod	video tripod	24	$ 17.00	$ 408.00
apple ipad	10 generation	7	$ 300.00	$ 2,100.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
(please insert lines as needed)			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	**$ 4,988.00**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885(e)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

From: ANGIE MANIS
To: HEATHER HENDERLIGHT
Subject: Fw: Your STEM Classroom Grant application - update
Date: Friday, November 22, 2024 12:14:58 PM
Attachments: 1602Carter Middle School Manis Angie_GrantApp2024.pdf
Vex Quote.pdf
Carter Middle Budget.xlsx
Outlook-xzpqlx3d.png
Outlook-sdlglqzt.png

Is forwarding the award email okay for the award letter?

I think I have attached everything else you requested. If not, please let me know.

Angie Manis
TPaCK Coach
Carter Middle School
angie.manis@knoxschools.org
865-933-3426

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Thursday, November 21, 2024 11:35 AM
To: ANGIE MANIS <angie.manis@knoxschools.org>
Subject: Your STEM Classroom Grant application - update

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Angie Manis,
Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.
We are happy to inform you that your grant proposal for Carter Middle School in the amount of $5000 for the project "Put Me In Coach, I'm Ready ton Build" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
   - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30,

2025, considering holiday delays. Coordinate with your district office to access the funds.
    - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.
We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Carter Middle School.
Warm regards,

The TSIN Team
Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

Angie	Manis
First Name	Last Name

Applicant Email *

angie.manis@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

865 - 933 - 3426

- ### -

This information will not be shared.

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

School Name *

Carter Middle School

School Address *

204 N Carter School Rd

Street Address

Address Line 2

Strawberry Plains

City

Tennessee

State

37871

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- ○ Yes
- ◉ No
- ○ I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

Knox County Schools

Street Address

505 Summer Place

Address Line 2

Knoxville | TN

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Dr. Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

Laura.Denton@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 594 - 8080

####

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *

- Northeast
- Alabama
- Kentucky
- Middle Tennessee

Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [x] Yes
- [ ] No
- [ ] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [x] Yes
- [ ] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

A rural school whose demographic has been changing. We have 116 ELL students (Hispanic, Indian, African, & Russian) & 126 Active Special Education Students. Total all races other than white, 50. We are 27% economically disadvantaged.

Total Number of Students in the School *

614

STEM Classroom Grant Application

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What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [ ] Elementary
- [x] Middle
- [ ] High
- [ ] Other

Is the school (select one) *

- [x] Rural
- [ ] Suburban
- [ ] Urban
- [ ] Other

Percent free and reduced lunch in the school *

27

Is this a title one school? *

- ( ) Yes
- (•) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

Put Me In Coach, I'm Ready ton Build

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [ ] Community Problem Solving
- [ ] Energy
- [ ] Environment
- [x] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

[ ] Pre-K	[ ] K	[ ] 1
[ ] 2	[ ] 3	[ ] 4
[ ] 5	[x] 6	[x] 7
[x] 8	[ ] 9	[ ] 10
[ ] 11	[ ] 12	[ ] Other

How many students will the project serve? *

75

Amount of grant funds requested *

$5,000

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

Put Me In Coach, I'm Ready to Build is a program to enhance and continue to support the growing STEM and Robotics Program at Carter Middle School. Over the last two years, the robotics program has more than tripled in size, and is no longer able to meet the needs of the students at Carter Middle. Currently, the 7th grade Robotics Program and the 8th Grade Robotics Program are using all of the resources available at the school, and they still need more equipment to meet their needs. Due to the size of the classes, there is not enough equipment to continue with the Robotics Competitive Program that meets after school. These students are eager to start building and driving so they can go to competition, but currently we do not have enough equipment for the club to meet. Each year the competition challenge changes, and we are in need of the new game field elements to be able to design and build for this year's challenge. The money from this grant will be used to purchase an additional classroom set of Vex robotics kits that can be used with the club, and to give the classes more equipment. It will also purchase more of the build pieces so the classes and clubs can have more of the equipment they need to build. The money will also be used to purchase extra materials to build the field table support, and to register two teams with the Vex League for competition, so the students will be able to attend competitions. Students will use the purchased equipment to design, build, and code robots to compete in area events and with other schools. Throughout the school year and competition season, students will use design thinking to build, compete, redesign, test/compete, and redesign.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

Robotics encourages design thinking, problem solving, and cooperation among peers. The students are given a game challenge from Vex each year. The students use design thinking to analyze the game, what skills the robots need to be able to perform, and also game strategy that works with the robot they build. At competitions, the students must be able to work with students from another school to design a game strategy that brings together the strength of the two different robots to complete the task. Students use design thinking throughout the competition season to improve their robot's performance and increase the points they score.

What 21st century skills will students learn when completing this project? *

Students will develop problem solving design thinking skills as they desgin a robot to perform the skills of the competition. The students will also have to develop skills to work with others and to recognize what are their own and other members of their team's strengths and how to leverage those at competitions. Students will also improve their communication skills in order to discuss with judges their design thinking process, why they built what they built, and what their game strategy is. They will also need to articulate clearly if they do not agree with a judges points or rulings in a positive manner. Students will also have to develop skills necessary to work with students from other schools to develop a combined game strategy and compete together to score the most points. These are all skills that 21st century careers need their employees to have

STEM Classroom Grant Application

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How does the project enhance college and career readiness? *

Robotics builds self esteem, exposes students to careers they may not have thought were of interest, along with building real world skills that will make them stronger candidates in their career or college path. How robotics helps students can be found in these words from one of the robotics students: "Robotics is an entertaining and engaging course that helps kids develop an interest in creating and exploring our world. Robotics can also help these present students become the future inventors. Robotics has, on a personal level, helped me develop a friendship with someone that I would not have expected to be friends with." And from another student that did not want to be in Robotics and now loves it: "Robotics helps us students work together to achieve a goal. It helps me to be creative and solve problems. We have been innovating and building better than ever before.

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

No

Are there any safety concerns with this project, and if yes, how will they be addressed? *

No

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

The classes and club support STEM for all students by accepting all students in the club, and students that request to be in the classes per allowable class sizes. Currently, we have all the ethnic diversity of the school represented in the club and classes. Students are allowed to join the club even if not able to pay the fees or competition entry fees. We work to find funding for those. Students do not pay a technology fee to participate in the class and are not expected to bring or purchase any equipment for the class or club. As the students build and participate, they are encouraged to explore careers they may not have thought would be for them, that use the skills they are gaining by participating in the classes and club.

STEM Classroom Grant Application

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What traditional underserved students, if any, does this project support? *

The class and club serves Special Education, ELL, and students from economically disadvantaged backgrounds. This project would provide the equipment needed to adequately equip the current students, and to continue to expand the robotics and STEM program

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

The Robotics program follows the ISTE standards along with support to the math curriculum as they learn about gear ratios and proportions. This project will deepen their understanding of STEM by improving their design principals skills, coding skills, driving and building skills. These skills are all needed to be able to work in the current and future technology careers. Students will make connections to what careers the skills from each STEM Lab they build will

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Students at the beginning of the school year were assessed on their ability to code, knowledge of robotics, and build design skills. At the end of the project, students will demonstrate robots that meet the game challenges and stem challenges given to them throughout the school year, along with building, driving, and coding a robot that can compete with the Vex league.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

The project budget is parts and kits from VEX to add to the current CMS Robotics program so we can add more students and continue the after school club. The items are: classroom kits, beams, motors, field elements, game support table, gear systems, pully systems, wheels, and various other part kits.

☑ Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1602Carter_Middle_School_Manis_Angie_Budget2024.xlsx

STEM Classroom Grant Application

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By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

QUOTE

Quote #: 111107434
Creation Date: Sep 6, 2024
Expiration Date: Nov 5, 2024

Bill to:
Knox County School
CARTER MIDDLE SCHOOL
PO BOX 2188
KNOXVILLE, Tennessee, 37901-2188
United States
T: 865-933-3426

Ship to:
Angie Manis
Carter Middle School
204 N CARTER SCHOOL RD
STRAWBERRY PLAINS, Tennessee, 37871-1294
United States
T: 8659333426

Payment Method
Generate Quote

Shipping Method
FedEx - Ground

Sku	Product	Price	Qty	Subtotal
228-7980	IQ Competition Kit (2nd Generation)	$679.00	**2**	$1,358.00
228-8893	2024-25 VEX IQ Competition “Rapid Relay” Full Game & Field Element Kit	$139.99	1	$139.99
228-7755	VEX IQ Small Classroom Bundle	$2,599.00	1	$2,599.00
228-9059	VEX IQ 1x Beam Pack	$14.99	1	$14.99
228-7456	Motor Shaft Add-On Pack	$11.99	1	$11.99
228-2532	Gear Add-On Kit	$17.89	1	$17.89
228-7883	Corner Beam Pack	$10.49	1	$10.49

Sku	Product	Price	Qty	Subtotal
228-3517	Corner Connector Foundation Add-On Pack (Base)	$7.99	**2**	$15.98
228-3515	4x Plate Foundation Add-On Pack (Base)	$6.79	**2**	$13.58
228-3512	Specialty Beam Base Pack (Base)	$5.79	**2**	$11.58

Subtotal:	$4,193.49
Tax:	$392.90
Grand Total:	**$4,586.39**

Please note our new remittance address below:

VEX Robotics, Inc.
Dept 140
P O Box 650444
Dallas, TX 75265

Three ways to proceed once you are ready to purchase:

1. With an account you can order from your quote.
   Purchase Orders and Credit cards are accepted.
2. Email your Purchase Order to DeVon McNair at devon_mcnair@vexrobotics.com. Include your quote and your tax exemption certificate (if applicable).
3. Call DeVon McNair at 903-453-0809 Monday-Friday, 7am-5pm CT

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Carter Middle School Robotics Program

Contact Person's Name: Angie Manis

Email address: angie.manis@knoxschools.org

Phone Number: 865-933-3426

Title of proposed project:

Item	Description	Quantity	Unit Cost	Total Cost
228-775	Vex IQ Class set	1	2,599.99	$2,599.99
228-7980	VEX IQ Competition Set	2	$ 679.00	$ 1,358.00
228-8893	Game Field Elements	1	$ 139.99	$ 139.99
Supplies for field	Saw Horses for Game Field Support	2	$ 48.26	$ 96.52
Supplies for field	Plywood for Saw Horses for Game Field Support	2	$ 33.03	$ 66.06
Rec League	Team Registration	1	$ 200.00	$ 200.00
228-7886	Gear Pack	1	$ 10.49	$ 10.49
228-3508	Pully Base pack	1	$ 6.79	$ 6.79
228-2560	Smart Motor	6	$ 23.99	$ 143.94
228-5653	2 Beam pack	1	$ 11.99	$ 11.99
228-7885	Tire Pack	1	$ 20.99	$ 20.99
228-3515	Base Pack	2	$ 6.79	$ 13.58
228-3512	Specialty Beam	2	$ 11.59	$ 23.18
228-8657	Parts Kit	2	$ 146.49	$ 292.98
228-7884	Winch and Wheel Pack	1	$ 15.50	$ 15.50
			$ -	$ -
			TOTAL:	**$ 5,000.00**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885(f)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

From: KENNETH CARROLL
To: HEATHER HENDERLIGHT
Subject: Re: Congratulations! TSIN STEM Grants
Date: Wednesday, December 4, 2024 2:37:59 PM
Attachments: image004.png
image005.png
image001.png
1539Gibbs_Middle_School_Carroll_Kenneth_Budget2024.xlsx

Good Afternoon,

Sorry this took an extra day. I had an unexpected small family emergency pop up yesterday which took my attention. I forwarded the originalproposal and budget in an additional email. This email also includes the budget, and the acceptance note. Let me know if I need to do anything more with the TSIN grant. Thanks!

-Dan Carroll

Dear Kenneth Carroll,
Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.
We are happy to inform you that your grant proposal for Gibbs Middle School in the amount of $5000 for the project "Agriculture & Sustainability Club (Engineering Sustainable Growth)" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
    - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
    - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1,

2025.

- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.
We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Gibbs Middle School.
Warm regards,

The TSIN Team
Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

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From: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Sent: Wednesday, December 4, 2024 9:03 AM
To: KENNETH CARROLL <kenneth.carroll@knoxschools.org>
Subject: RE: Congratulations! TSIN STEM Grants

Good morning,

I wanted to ask if you could please send me the following items so I can get all 14 teacher grants from TSIN sent to the school board for approval.

1. A copy of the award letter/email from TSIN.
2. A copy of your award proposal (a copy of what you sent to TSIN)
3. A copy of your grant budget (itemized list of what will be purchased).

I know this is a hectic time of year, but we don't want to miss the deadline and delay everyone getting their grant money to make purchases.

Thank you so much,

Heather Henderlight, Ed.S
Grant Writer | Project Management
Strategy Division
UT Tower 613B
(865) 594-8080
Click here to get started locating and pursuing grant funds!

PROJECT MANAGEMENT
KCS | KNOX COUNTY SCHOOLS

From: KENNETH CARROLL <kenneth.carroll@knoxschools.org>
Sent: Monday, December 2, 2024 10:42 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: Re: Congratulations! TSIN STEM Grants

Hi Heather,

Will send this by end of day tomorrow. It is on my to-do list. Thanks for following up!

-Dan

From: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Sent: Monday, December 2, 2024 10:21 AM
Subject: Congratulations! TSIN STEM Grants

Good morning,

I have not received the requested items from you to include your grant for school board approval in January. I wanted to send a reminder to you so bump this to the top of your inbox. Thank you for your help this week.

Heather Henderlight, Ed.S
Grant Writer | Project Management
Strategy Division
UT Tower 613B
(865) 594-8080
Click here to get started locating and pursuing grant funds!

PROJECT MANAGEMENT
KCS | KNOX COUNTY SCHOOLS

From: HEATHER HENDERLIGHT
Sent: Friday, November 22, 2024 11:24 AM
Subject: Congratulations! TSIN STEM Grants

Good morning,

I am writing to ask if you could please send the following items to me so I can get your grant award added to the January School Board Agenda for approval.

1. A copy of the award letter/email from TSIN.
2. A copy of your award proposal (a copy of what you sent to TSIN)
3. A copy of your grant budget (itemized list of what will be purchased).

All TSIN grant awards must be combined into one item on the school board agenda. Please let me know if you have any questions about the KCS grant process.

Congratulations on your award!

Heather Henderlight, Ed.S
Grant Writer | Project Management
Strategy Division
UT Tower 613B
(865) 594-8080
Click here to get started locating and pursuing grant funds!



PROJECT MANAGEMENT

KCS | KNOX COUNTY SCHOOLS

From: HEATHER HENDERLIGHT
To: HEATHER HENDERLIGHT
Subject: FW: STEM Grant Application Received - Gibbs Middle School
Date: Wednesday, December 4, 2024 2:56:52 PM

From: tsin@battelle.org <tsin@battelle.org>
Sent: Sunday, September 15, 2024 1:28 AM
To: KENNETH CARROLL <kenneth.carroll@knoxschools.org>
Subject: STEM Grant Application Received

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Kenneth Carroll,

Your application for the STEM Classroom Grant program from TSIN, sponsored by TVA, has been received. A FAQ and timeline for the grant program is available on our website at www.tsin.org/classroom-grants

Sincerely,

The TSIN Team

Battelle Education

1720 West End Ave, Suite 530

Nashville, TN 37203

tsin@battelle.org

www.TSIN.org

Please select your organization type	: Public School
School State	: Tennessee
Please select the Local Power Association from which the school receives their power.	: Knoxville Utilities Board (KUB)
Are you filling this form out on behalf of someone else?	: No
Applicant Name	: Kenneth, Carroll
Applicant Email	: kenneth.carroll@knoxschools.org

Applicant Phone	: (954) 892-3010
Your Professional Title	: Teacher
School Name	: Gibbs Middle School
School Address	: 7625 Tazewell Pike, Corryton, TN, 37721
Is this a Charter school?	: No
Does this school have its own unique EIN (employee identification number) separate from that of the school district?	: No
School District Name	: Knox County Schools
District Office Mailing Address	: 400 W. Summitt Hill Drive, Knoxville, TN, 37902
Contact name of grant manager or financial officer responsible for your school at the district office	: Laura, Denton
Email address of grant manager or financial officer responsible for your school at the district office	: laura.denton@knoxschools.org
Phone number of grant manager or financial officer responsible for your school at the district office	: (865) 437-7864
Please select your geographic area from the map above.	: Northeast
Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?*	: Yes
Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?*	: Yes
School Demographic - Please provide a short narrative about the student demographics of your school.	: Gibbs Middle School is a public school located in Corryton, TN, which is in a large suburb/rural setting. Non-Minority: 89% Minority: 11% Student-teacher Ratio: 19:1 Female: 44% Male: 56%
Total Number of Students in the School	: 581
What grades are served in the school? (Select all that apply)	: Middle
Is the school (select one)	: Rural

Percent free and reduced lunch in the school	:	25
Is this a title one school?	:	No
Name of program, project, or class the funds will support. (We encourage you to be creative!)	:	Agriculture & Sustainability Club (Engineering Sustainable Growth)
Which TVA area of focus does your project support? (You may select more than one)	:	Community Problem Solving,Environment,Economic and Career Development
Which grades will be involved in the project? (Select all that apply)	:	6,7,8
How many students will the project serve?	:	250
Amount of grant funds requested	:	$5,000
Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description.	:	Agriculture & Sustainability Club (Engineering Sustainable Growth) provides students the opportunity to use school grounds as a creative learning environment wherein they are encouraged to research, design, present, choose, and implement sustainable agricultural solutions across campus. The goal of this club is community problem solving through sustainable practices. Many of our students come from rural farming backgrounds. Often, students are absent to work on the farm. These funds will help to implement lessons and activities, inspiring students to be on campus learning valuable skills which can apply in a real world fashion at home, giving students valuable knowledge which they then share with their families to try to grow their own sustainability footprint. These funds will better allow students to creatively address issues ranging from agricultural practices and their effects on climate change to fighting poverty and hunger within the community. The anticipated results are that students will leave this project with the knowledge of how to research, engineer, and implement practical strategies to build a better, more sustainable agricultural environment to serve the community.
How does the project incorporate design thinking?	:	This project is to exposes students to new ways of thinking about how sustainable agricultural design and engineering practices can enhance their lives and solve real problems for the community at large. Students, removed from traditional classroom practices, will be more focused on creativity and innovation. As the year progresses and projects are set in motion, students are building upon core curriculum skills through firm application. Math is built through measurement, focusing on lengths, area, volume, angles, weights, etc. Science is built through the scientific method especially emphasizing research, experimentation, and the collection and analyses of data to better understand how to continue or implement new projects moving forward. Technology includes the use of laptops, software, research sites, tools, and machinery to design and engineer projects. Engineering is in real time as deliverable solutions are designed and built to specifications drawn and predetermined by students.

What 21st century skills will students learn when completing this project?	:	Students will regularly work with computers to research, plan, and record components of projects throughout the year. Students will also be working with hydroponic technology, learning about the importance of green initiatives in agriculture. Part of this year's goal with the TSIN grant is to procure a newly designed state-of-the-art hydroponic tower which is an upgrade from previous models, helping students to monitor and control variables such as UV lighting, PH levels, and water temperatures through web application based interfaces. Students will compare the success rate of the newer more technologically driven hydroponic tower(s) to the older models which do not allow for these controls but rely more on natural light and room temperature without any additives. (Both will be in use.) This better informs students of the benefits of technological advancement. Another initiative for this year is to develop project phases by using proper AI prompting to assist research & development.
How does the project enhance college and career readiness?	:	Students will be practicing and implementing each phase involved in a project: researching, planning, implementing, observing, and evaluating multiple times throughout the academic year. All of these are valuable skills both in the world of academia and in the professional arena. Students will regularly be using technology and equipment to step out of the classroom to apply their learning through real-world, hands-on application. Seeking out and implementing real world solutions as a replacement for real world problems will allow them to practice all of these mentioned skills to better prepare them to either continue their education or move on to more professional endeavors. The best thing we can do is give students the tools to succeed and help them evaluate and improve their processes along the way. This program provides a fun and interesting way to do that while also challenging them to solve problems which they are familiar with and interested in due to their community background.
Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved.	:	This project does not currently involve a community partner. We are actively seeking partners and are hoping to acquire some as the program grows. We are looking mostly for local home improvement and agriculture focused companies who would be willing to donate items to the school. We also will be looking into additional funding opportunities as they arise. As of now, TSIN is what is keeping our program going, and the kids are very grateful for that. They are super excited for this years possibilities. After laying the necessary foundations needed to develop a proper infrastructure for the program last year, these students are ready to encourage their peers by transforming several key locations around the school with agriculturally sustainable projects.
Are there any safety concerns with this project, and if yes, how will they be addressed?	:	Students will, at times, be working with professional power tools and equipment. They also have the opportunity to encounter dangerous wildlife. Students have already attended a class on dangerous animals, insects, arachnids, and snakes they may encounter with images and handouts. They have practiced how to respond when encountering such a safety concern. Students will also be taking safety classes on tools and hazardous equipment and must pass a test on the subject with a score of 100% before being allowed to use or be near such

		equipment as per school district policy. Safety zones will be set up when such tools are in use. Students will always be encouraged to remain cautious and to let a teacher or another adult know if anything seems to become a concern.
By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project.	:	true
TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All?	:	Gibbs Middle is located in a predominantly rural community. Many of its students haven't been much farther than a half-hour away from their homes in their entire lives, and there has long been a chronic absentee issue at school within the community. The resources this program brings in allows students to have access to forms of technology and resources which they would not have otherwise had access to. It helps to energize the academic process in science, technology, engineering, and math because it drives students to care about the subjects challenging them to use STEM to address and solve real-world problems which they experience and care about. One of the biggest things we observe from students is that they think they don't need school because they will one day simply, "take over the farm." If the farm is what is keeping kids out of school, bringing the farm to school is the solution. This club focuses on the sustainable and productive farm of the future, the STEM farm.
What traditional underserved students, if any, does this project support?	:	This program opens a door to a lower-income, rural demographic, as well as minority students. A big goal is to donate successfully grown fruits and vegetables produced by this program to local food banks or to meet local hunger needs if allowed.
Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific.	:	This project will touch heavily upon the phases of engineering projects including: research and development, planning & investigating, observation, data collection & analyses, modeling, problem solutions and scientific explanations, communicating solutions and explanations, and safety. These projects will be student-lead with more facilitation from me as the club sponsor to guide students along the way. Students will be using these skills to learn about new ways to improve growth and efficiency within the industry that is unique to their local community. By practicing these phases and being able to participate in hand's-on activities like managing raised container garden beds, in ground gardens, greenhouses, hydroponic towers, and natural landscape patches students will be able to compare and contrast growth styles and effectiveness of different methods at various points throughout the year as they learn the many ways in which they could use STEM practices to sustain a future business.
What formative and summative assessments will be used to measure learning outcomes? Please be specific.	:	Summative assessments will be checkpoints along the way, some of which are required to progress forward such as scoring 100% on safety tests before being allowed to use certain tools. Other summative assessments will happen at the end of growth cycles and will be largely reflective of the students methods, observations, and experiences so that they have the ability to reflect on success, shortcomings and

		possible improvements. Formative assessments will be observation based, short check-ins to see how things are growing and what changes were made to enhance or diminish that growth. Students will be required to observe and evaluate their progress with plants and different planting environments each week, as well as the success of any re-creation projects they do throughout the year, for instance, turning used 2-liter bottles or cans into decorative garden planters. This is a club. While there will be no grades tied to the assessments, their will be mandatory discussion & reflection.
Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds.	:	2 - Nutraponics Hydroponic Towers - Please see Explanation on Excel Sheet. 1 - High quality storage unit to be housed on campus for safe storage of STEM equipment purchased in compliance with district policies - Please see Explanation on Excel Sheet. General safety supplies for students. - This is specified to provide safety equipment for project days such as but not limited to: goggles, aprons, gloves, masks, etc. - Please see Explanation on Excel Sheet. General Agriculture Supplies - This is specified to provide for necessary supplies such as but not limited to: organic soil, diatomaceous earth, gardening tools, seeds, buckets, mulch (moisture retention), weed film, etc. - Please see Explanation on Excel Sheet. We had a small amount of leftover funds at the end of the fiscal year last year due to price drops and surplus which were spent on bags of soil to start this year prior to filling out this application. Students are very excited to get to work this year!
Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted.	:	true
Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application.	:	1539Gibbs_Middle_School_Carroll_Kenneth_Budget2024.xlsx
By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work.	:	I agree
Should I be awarded a grant, I	:	I agree

agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025.	
Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph.	: I agree
Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online.	: I agree
I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible.	: I agree
Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area?	: Yes
Unique ID	: 1539Gibbs Middle School Carroll Kenneth

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Knox County Schools - Gibbs Middle School
Contact Person's Name: Kenneth Daniel Carroll
Email address: kenneth.carroll@knoxschools.org
Phone Number: 954-892-3010
Title of proposed project: Agriculture & Sustainability (Engineering Sustainable Growth)

Item	Description	Quantity	Unit Cost	Total Cost
Nutraponics Hydroponic Towers	Adding two more hydroponic units will also double our output of roughly 140 plants to between 250-300 plants which could then be donated to local area ministries who could use them to fight local hunger. These would be located in highly visible areas so that the entire student body could benefit and engage interest through observation.	2	$ 1,499.00	$ 2,998.00
High Quality Storage & Organization Equipment	This year we are seeking to use this part of the budget to provide a central and safe location to safely store professional grade power tools and provide extended project space in compliance with local safety codes.	1	$ 1,000.00	$ 1,000.00
General Safety Supplies	This is specified to provide safety equipment for project days such as but not limited to: goggles, aprons, gloves, masks, etc.	1	$ 500.00	$ 500.00
General Agriculture Supplies	This is specified to provide for necessary supplies such as but not limited to: organic soil, diatomaceous earth, gardening tools, seeds, buckets, mulch (moisture retention), weed film, etc.	1	$ 502.00	$ 502.00
			TOTAL:	**$ 5,000.00**

Please note: If you are buying general supplies, you may list such in the budget with an estimated dollar amount.
For example: Item: General Supplies for STEM backpacks, Description: Markers, duct tape, pipe cleaners, and other similar supplies
Quantity: 1, unit cost: $500

Tips:
How to convert Google Sheets to an Excel file format

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885(g)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

From: VINCENT DAVE
To: HEATHER HENDERLIGHT
Subject: Fw: Your STEM Classroom Grant application - update
Date: Friday, November 22, 2024 12:29:43 PM

Here is the award documentation for the TVA grant. Do let me know if anything else is needed.

Vincent Dave Jr. M. Ed.

Get Outlook for iOS

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Thursday, November 21, 2024 11:28:53 AM
To: VINCENT DAVE <vincent.dave@knoxschools.org>
Subject: Your STEM Classroom Grant application - update

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Vincent Dave Jr.,

Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.

We are happy to inform you that your grant proposal for Gresham Middle School in the amount of $5000 for the project "Roots and Robots" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
    - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
    - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with

many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Gresham Middle School.

Warm regards,
The TSIN Team

Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

Vincent	Dave Jr.
First Name	Last Name

Applicant Email *

vincent.dave@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

865 - 406 - 1617

###-###-####

This information will not be shared

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

School Name *

Gresham Middle School

School Address *

500 Gresham Rd

Street Address

Address Line 2

Knoxville

City

Tennessee

State

37918

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- ○ Yes
- ◉ No
- ○ I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

400 W. Summit Hill Drive

Street Address

Address Line 2

Knoxville | Tennessee

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

laura.denton@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 594 - 8080

###

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *



Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [ ] No
- [x] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [x] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

Gresham Middle School is a diverse environment. Roughly 62% is caucasian with the remaining 38% being made up of African-Americans and Hispanics. A small number are considered to be mixed with 2 or more races.

Total Number of Students in the School *

863

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [ ] Elementary
- [x] Middle
- [ ] High
- [ ] Other

Is the school (select one) *

- [ ] Rural
- [ ] Suburban
- [x] Urban
- [ ] Other

Percent free and reduced lunch in the school *

29

Is this a title one school? *

- (•) Yes
- ( ) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

Roots and Robots

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [x] Community Problem Solving
- [ ] Energy
- [ ] Environment
- [ ] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

[ ] Pre-k	[ ] K	[ ] 1
[ ] 2	[ ] 3	[ ] 4
[ ] 5	[x] 6	[x] 7
[x] 8	[ ] 9	[ ] 10
[ ] 11	[ ] 12	[ ] Other

How many students will the project serve? *

100

Amount of grant funds requested *

$5,000

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

Roots and Robots will be both a school club and an in-school initiative. It will provide students with a pathway to possible careers involving agriculture and robotics while providing the school community with nutritious resources from the school garden. A part of this garden includes Forks Farms hydroponic indoor gardening system. This system allows students in science and STEM to learn the art of farming in the comfort of a science laboratory. Some of the produce to be grown will be lettuce, cucumbers, tomatoes, strawberries, and peppers. We will have a separate garden outside for the spring/summer/ fall months.
The robotics portion of the club is to allow students to use STEM tools in conjunction with farming. This be the use of robots to water the plants or the implementation of robotic drones to fly over to check gardens' progress. Much of this portion much like the gardening piece, can be to help students learn how to lead and work as a team.
The end goal for Roots and Robots is for there not to be an ending at all. More so to be the start of a club that, a community tool, that helps everyone, every day.
Materials needed:
Gardening tools (shovels, gloves, railroad ties, dirt, mulch, plants, water cans, seeds, edging, weed barrier, water hose, garden bed cover, measuring cups, paper towels, knee pads, rake, hoe", zip lock bags, garbage bags, stakes, water can and compost bin.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

Allowing students to utilize real-world experiences from the classroom in addition to advice from experts in the fields of robotics and agriculture. In turn, provides students with the opportunity for students to come up with a plan. Leading to defining it and brainstorming ideas before testing the prototype of their garden and/or robotics before having a finished product. That being working gardens and robotic tools that work seamlessly.

What 21st century skills will students learn when completing this project? *

The intent is for all students to complete this project with a new skill to take with them as progress is made in their education. A few of the skills revolve around gardening, accounting, technology, management, accountability, community service, and helping others.

How does the project enhance college and career readiness? *

Yes, it does. Provides students with skills to add to their resume'. Allowing opportunities for careers and college to be greater than ever before. Not only that, if students choose to go straight into the workforce, having these skills provides a greater chance of getting a job.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

The goal is to have Battlefield Farms assist with teaching and training both the students as well as staff on the art of farming. We would also like the people within the Fountain City community to provide their skill set to get the project to an exemplary level.

Are there any safety concerns with this project, and if yes, how will they be addressed? *

Any safety concerns will be addressed prior to the start of the project. This is why we will be sure to consult the nurse and community members in making the project safe for all. Part of this would be to consult the parents of all students involved.

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

Roots and Robots is made to provide all students with opportunities. Even if students choose not to be a participant in the program. Meaning it will directly support STEM for All. This club will be even more meaningful for the underserved students by providing choice and out-of-the-classroom experiences they may not get otherwise. Allowing success for all.

What traditional underserved students, if any, does this project support? *

Students from low-income households and broken family's. Including students who are in foster care.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

Content area: Agriculture, Food, & Natural Resources
Standard: Agriscience 1
(C13H19)
Provides hands-on experiences that incorporate science, technology, engineering, and mathematics.
Science will be the makeup and the plants and what is needed for them to grow sufficiently.
Technology is a part of the research aspect and use of the hydroponic garden effectively.
Engineering is evident in the building of the garden and maintaining levels of water for the plants to survive.
Mathematics creates a garden with the right measurements and the correct amount of supplies in addition to nutrients.
Having all of these pieces of STEM involved in the project creates a better understanding for students as they move forward with their education.

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Bi-weekly quizzes will serve as a way to keep students on track.
Weekly check-in activity sheets to ensure students are keeping up with both gardens' progress.
Summative assessment will be towards the end of the growing season. It will speak to the results of the gardening that has been completed.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

Shovels, gloves, railroad ties, wood, water hoses, stakes, watering cans, seeds, dirt, mulch, weed barriers, cups, markers, pencils, hoes', beakers, cylinders, garden rakes, paper towels, water bottles, towels, rags, brooms, mops, iPads, edger, tarps, paper, flashlights, disinfectant wipes, hand wipes, buckets, peroxide, bandaids, and rubbing alcohol.

☑ Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1073Gresham_Middle_School_Dave_Jr._Vincent_Budget2.xlsx

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Gresham Middle School

Contact Person's Name: Vincent Dave Jr.

Email address: vincent.dave@knoxschools.org

Phone Number: 865-689-1430

Title of proposed project: Roots and Robots

Item		Description	Quantity	Unit Cost	Total Cost
ipad		Mobile computer tablet	2	$ 549.00	$ 1,098.00
Shovels		Landscape Garden	4	$ 12.00	$ 48.00
Railroad ties		Garden barriers	8	$ 25.00	$ 200.00
gloves		protect hands	50	$ 7.00	$ 350.00
trash bags		Trash	25	$ 14.00	$ 350.00
Wood		sectioning off garden	15	$ 10.00	$ 150.00
water hoses		hydrate garden	3	$ 25.00	$ 75.00
batteries		for supplies	10	$ 10.00	$ 100.00
tarps		cover garden	3	$ 33.00	$ 99.00
watering cans		water garden	5	$ 10.00	$ 50.00
seeds		plant in both gardens (outdoor/indoor)	4	$ 30.00	$ 120.00
dirt	pallett	Garden set up	1	$ 650.00	$ 650.00
mulch	pallett	landscape garden	1	$ 399.00	$ 399.00

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885(W)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

From: JACOB MESSING
To: HEATHER HENDERLIGHT
Subject: Fw: Your STEM Classroom Grant application - update
Date: Monday, December 2, 2024 3:41:10 PM

Sorry about that!

Jacob Messing
STEM CTE Teacher
Hardin Valley Middle School

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Thursday, November 21, 2024 11:34 AM
To: JACOB MESSING <jacob.messing@knoxschools.org>
Subject: Your STEM Classroom Grant application - update

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Jacob Messing,

Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.

We are happy to inform you that your grant proposal for Hardin Valley Middle School in the amount of $5000 for the project "Soaring Hawks and Hawk Bots robotics team" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
    - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
    - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.

- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.
We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Hardin Valley Middle School.
Warm regards,

The TSIN Team
Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

Jacob (First Name) Messing (Last Name)

Applicant Email *

Jacob.Messing@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

865 - 705 - 6802

- ### -

This information will not be shared

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

School Name *

Hardin Valley Middle School

School Address *

2280 Steele Road

Street Address

Address Line 2

Knoxville

City

Tennessee

State

37932

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- ○ Yes
- ○ No
- ◉ I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

505 Summer Place

Street Address

Address Line 2

Knoxville | Tennessee

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

Laura.Denton@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 594 - 8080

- ### -

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *

Northeast
Alabama
Kentucky
Middle Tennessee

Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [ ] No
- [x] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [x] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

The student:teacher ratio of 18:1 is higher than the Tennessee state level of 15.1. Demographics: White 78%, Hispanic 16%, Asian 3%, Black 3%, Low-income students: 22% , Other 78%, Students with disabilities 10%.

Total Number of Students in the School *

976

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [ ] Elementary
- [x] Middle
- [ ] High
- [ ] Other

Is the school (select one) *

- [ ] Rural
- [x] Suburban
- [ ] Urban
- [ ] Other

Percent free and reduced lunch in the school *

22

Is this a title one school? *

- ( ) Yes
- (•) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

Soaring Hawks and Hawk Bots robotics team

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [ ] Community Problem Solving
- [ ] Energy
- [ ] Environment
- [x] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

[ ] Pre-K	[ ] K	[ ] 1
[ ] 2	[ ] 3	[ ] 4
[ ] 5	[x] 6	[x] 7
[x] 8	[ ] 9	[ ] 10
[ ] 11	[ ] 12	[ ] Other

How many students will the project serve? *

25

Amount of grant funds requested *

$5,000

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

Our school's robotics teams are a Middle School Robotics Program designed to foster innovation, creativity, and problem-solving skills among students by engaging them with hands-on, technology-driven learning experiences. About 20-25 students participate in two teams in an immersive environment where students explore the fields of robotics, engineering, coding, and automation to build the best robots they can. Students develop technical skills in robotics, programming, and mechanical design and enhance problem-solving abilities by building and programming robots to perform specific tasks. Students learn the basics of robotics, including key components such as motors, sensors, and microcontrollers. They learn simple programming concepts using block-based or text-based coding languages, such as Scratch, Python, or C++. After learning simple programming, students learn to build robots based on the design ideas generated. They use available materials and tools such as robotics kits (GoBilda, REV, Andy Mark etc) to create tangible models with integrating motors, sensors, and programming. The focus is on building quickly and learning from failures. Students understand that their prototype will likely need improvements, so rapid iterations and testing are encouraged. Throughout the program year, students work collaboratively under the guidance of STEM teachers, parent mentors, and volunteers who are STEM professionals themselves. The two teams train with their designs and robots in local robotics school scrimmages and other practice sessions to be conducted in December 2024. The two teams anticipate competing in the State Robotics Championship in Murfreesboro, TN in February/March 2025. After the championship, students take on robotics education programs by attending a series of lectures and activities designed by Carnegie Mellon University. This helps students receive the well-rounded education they need to prepare for the following year.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

The goal of the program is to learn design and building of robots according to a competition specification using a set of approved parts. The competition course compels students to think about how their design can overcome various challenges and perform efficiently in terms of accomplishing all the tasks assigned to score maximum points. Student teams need to strategize the design before they build the robot to ensure robots can perform to their best potential. The student teams attend a series of strategic design planning and brainstorming sessions, where they learn to apply design principles and apply them. Students then prototype (paper models, cardboard boxes, etc) the design concept to understand how the various parts fit and assemble, the shape of the structure, and how mobility components like motors, arms, and actuators need to be deployed. Students watch videos and online education material to think about how designs can be improved.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What 21st century skills will students learn when completing this project? *

Students learn various aspects of robotics engineering, hardware design, assembly, operation, programming, and problem-solving. Students learn to think analytically by breaking down complex tasks into smaller, manageable components. They analyze problems like robot navigation, object recognition, or task automation, and develop logical solutions to overcome these challenges. Interdisciplinary learning is embedded in building and programming robots. They learn to apply. Project management is a big part of the learning process as students are often responsible for managing multiple aspects of the robotics project—organizing resources, creating timelines, and meeting deadlines. Students also learn team leadership skills either leading the design process, managing code development, or coordinating the final presentation. Through the robotics program, students are immersed in learning experiences that go beyond technical skills, equipping them with critical 21st-century competencies.

How does the project enhance college and career readiness? *

As part of the program, students gain hands-on technical and soft skills necessary in higher education and today's workforce. Learning programming in Python or block-based code gives exposure to real-world coding and prepares students for STEM courses in college and careers in computer science, and data science. Students learn engineering skills such as designing, building assembling robots, power management, and sensor integration. These skills are foundational for careers in mechanical, electrical, or aerospace engineering. Robotics involves collecting and interpreting data from sensors, analyzing how a robot performs, and refining algorithms. These critical thinking skills are applicable across multiple disciplines and industries. The hands-on nature of the robotics program deepens student engagement and retention of skills, ensuring that students don't just memorize theoretical concepts but acquire practical knowledge highly valued by colleges and employers alike.

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

TNFIRST is involved with the program as a community partner, connecting Robotic Hawks @ Hardin Valley Middle School to the world of FIRST robotics and events. The Robotic Hawks program at Hardin Valley Middle relies on TNFIRST to help provide resources and activities to help build and expand robotic education and Challenge skills learning. TNFIRST helps organize local community
networking and school-hosted events such as the First Tech Challenge kick-off event at Webb School of Knoxville. Such events bring coaches, students, and schools. Community-based teams together and learn from their experiences in designing, building, and testing robots. Additionally, professionals from local area research organizations such as the Electric Power Research Institute (EPRI), Oak Ridge National Labs (ORNL), and the University of Tennessee, Knoxville allow their employees to volunteer as Parent Mentors to support student learning and education at Robotic Hawks.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Are there any safety concerns with this project, and if yes, how will they be addressed? *

There are no major safety concerns with this project. Students will be monitored by adult mentors to make sure that they are properly using tools in a responsible and safe manner. Those that have no experience using said tools will be shown how to use them.

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

Our robotics program provides STEM education that is accessible, engaging, and inclusive for all students, regardless of background, ability, or prior experience. Our program involves hands-on, project-based learning, which is more engaging and accessible for students with different learning styles irrespective of whether students are visual, auditory, or kinesthetic learners. Students from 6th through 8th grade participate, and the experienced students help the beginners. This peer-mentorship model attracts all students. The low-pressure environment of learning where students can experiment, fail, and try again without fear of judgment appeals to all students. We rely on grant funding and sponsorships to provide equipment, materials, and competition entry fees, making the program accessible to students from low-income families. This reduces financial barriers and ensures that robotics—and, by extension, STEM learning—is available to all students.

What traditional underserved students, if any, does this project support? *

The program is available to support students from all ethnicities, backgrounds, and income levels including the 250 low-income students at Hardin Valley Middle School.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

This robotics program integrates science, technology, engineering, and mathematics (STEM) principles, and promotes learning in areas such as problem-solving, critical thinking, creativity, and collaboration. Key content areas include Physics, which in robotics involves understanding forces, motion, energy transfer, friction, and simple machines. Electricity and Magnetism content areas in Robotics cover circuits, motors, controllers, and battery-powered circuits. Learning standards include Next Generation Science Standards (NGSS) in problem definition and constructing solutions, Common Core State Standards CCSS.MATH.CONTENT.7.EE.B.4 in solving word problems leading to equations which applies to programming robots and CCSS.ELA-LITERACY.W.9-10.2 in writing informative texts, explaining robot designs, and documenting the engineering process. Robotics deepens students' understanding of STEM by the hands-on application of STEM knowledge to building a system to perform specific tasks.

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Formative assessments include maintaining Engineering Notebooks or Journals to document the engineering and design process. Teams maintain daily logs where specifics of the design, hardware/components selection, coding decisions, and daily progress are recorded. Teachers review these logs regularly to monitor team progress and development. Code Reviews, Prototype testing, and trial runs are also used as formative assessments within the program. The summative assessment is the Competition-Style Challenge (FIRST Tech Robotics), where the student's final performance in the competition is based on the robot's functionality and the team's strategy. The final presentation also is another summative assessment, wherein students present their robots to a panel of judges, explaining their design choices, coding processes, challenges faced, and how they solved them. The assessment focuses on students' ability to communicate their understanding of robotics concepts and engineering processes.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

As described in the enclosed budget spreadsheet we plan on spending $5000 on equipment, tools, supplies, and food/refreshments to build two robots, one per team. We plan to buy 2 robotic kits at $800 apiece to start the building phase of our education. We expect to purchase two sets of robotic arm/actuators, wheels, and servos at $400 per set. To power the robotics, we expect to buy battery packs and battery chargers for a total cost of $225. To build the robots, we need tools and basic mechanical supplies for $375. To test the performance of the two robots we plan to buy training and game fields for about $1120. These are a replica of the game field in the competition, so very important for the design as well. We also include auxiliaries such as control hubs and remote controllers necessary to operate/drive the robots within the game field for $500. Lastly, we have budgeted $255 for food and refreshments to keep us energized and motivated during practice sessions.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

- [x] Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1560Hardin_Valley_Middle_School_Messing_Jacob_Budg.xlsx

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Hardin Valley Middle School

Contact Person's Name: Jacob Messing

Email address: jacob.messing@knoxschools.org

Phone Number: 865-539-7827

Title of proposed project: Robotic Hawks - Education and Challenge Skills Learning

Item	Description	Quantity	Unit Cost	Total Cost
Robotics kits	Education/starter Kit with structural elements, wires, basic	2	$ 800.00	$ 1,600.00
Linear Actuator & electronics	Attachment robot arm, controls and associated electronics	2	$ 200.00	$ 400.00
Wheels, and servos	Set of four wheels and servos/electronics	2	$ 200.00	$ 400.00
Battery packs	12 V, 3000 Mah NiMH battery packs	5	$ 50.00	$ 250.00
Battery Charger	12 V battery chargers	5	$ 20.00	$ 100.00
Tools	Tools such as drill bits, soldering iron, metal parts	1	$ 225.00	$ 225.00
Mechanical and electronic supplies	nuts, bolts, shaft, tubing, mounts, clamps	1	$ 150.00	$ 150.00
Robot training and game sets	includes field perimeter, soft tiles, bars, game elements and	2	$ 560.00	$ 1,120.00
Auxillary control hardware	Control hub and remote controllers	2	$ 250.00	$ 500.00
Incidentals	Meals/refreshments during practice sessions	1	$ 255.00	$ 255.00
			$ -	$ -
			TOTAL:	**$ 5,000.00**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885 (i)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

From: SAMUEL SMYTH
To: HEATHER HENDERLIGHT
Subject: Fw: Your STEM Classroom Grant application - update
Date: Monday, November 25, 2024 2:35:43 PM
Attachments: 1318Farragut High School Smyth Samuel GrantApp2024.pdf
1318Farragut High School Smyth Samuel Budget2024.xlsx

Hi Heather,

Please let me know if you need anything else.

Sam

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Thursday, November 21, 2024 11:31 AM
To: SAMUEL SMYTH <samuel.smyth@knoxschools.org>
Subject: Your STEM Classroom Grant application - update

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Samuel Smyth,
Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.
We are happy to inform you that your grant proposal for Farragut High School in the amount of $5000 for the project "Farragut High School Engineering" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
    - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
    - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1,

2025.

- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.
We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Farragut High School.
Warm regards,

The TSIN Team
Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

Samuel	Smyth
First Name	Last Name

Applicant Email *

samuel.smyth@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

217 - 621 - 5024

- ### -

This information will not be shared.

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

School Name *

Farragut High School

School Address *

11237 Kingston Pike

Street Address

Address Line 2

Knoxville | TN

City | State

37934

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- ○ Yes
- ◉ No
- ○ I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

Knox County Schools

Street Address

400 W Summit Hill Dr SW

Address Line 2

Knoxville | TN

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

laura.denton@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 594 - 8080

####

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *

Northeast
Alabama
Kentucky
Middle Tennessee

Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [ ] No
- [x] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [x] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

Farragut High School serves a diverse student body that is predominantly white but includes a large number of students of Asian descent and other first and second generation students of immigrants.

Total Number of Students in the School *

2100

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [ ] Elementary
- [ ] Middle
- [x] High
- [ ] Other

Is the school (select one) *

- [ ] Rural
- [x] Suburban
- [ ] Urban
- [ ] Other

Percent free and reduced lunch in the school *

10

Is this a title one school? *

- ( ) Yes
- (•) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

Farragut High School Engineering

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [x] Community Problem Solving
- [ ] Energy
- [ ] Environment
- [x] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

[ ] Pre-k	[ ] K	[ ] 1
[ ] 2	[ ] 3	[ ] 4
[ ] 5	[ ] 6	[ ] 7
[ ] 8	[x] 9	[x] 10
[x] 11	[x] 12	[ ] Other

How many students will the project serve? *

100

Amount of grant funds requested *

$5,000

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

The grant will be used for the purchase of premier consumer-grade 3D printers and filament which will be used in a variety of capacities for the purpose of developing student's career development in learning the valuable engineering skills of CAD and additive manufacturing. Students in our engineering club and engineering classes will use the printers in a variety of hands-on projects and problem solving activities such as the creation of tree ornaments for use as a club fund-raiser, in a class competition to create wheels for mouse-trap cars, to create multi-color decorative magnets, to create desktop organizers, to prototype gear mechanisms, and much more. With all of these activities, students will have to use professional grade CAD software such as Onshape and Solidworks to design their prints. The learning of CAD will serve their future careers in STEM and the focus on 3D printing will give them specific experience in this emerging field of additive manufacturing. Any leftover funds will be used for the purchase of other STEM classroom supplies in support of hands-on projects and for registration of the state CTSO TSA in which students will compete in a variety of STEM competitions.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

Students will have to utilize CAD software to design and iterate on their 3D print projects: they will have to consider the nature of 3D manufacture in considering to design objects which can be printed layer by layer and how their model will need to be oriented to minimize supports and maximize layer strength. If their first design fails, they will have to iterate to improve their final product.

What 21st century skills will students learn when completing this project? *

The primary skills will be CAD and additive manufacturing, while utilizing the engineering design process.

How does the project enhance college and career readiness? *

CAD and additive manufacturing are key STEM skills that will serve them in college and future careers. They will enter college and the workforce having valuable hands-on experience with professional grade STEM software.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

N/A

Are there any safety concerns with this project, and if yes, how will they be addressed? *

Students will be taught proper considerations when working with 3D printers such as avoiding touching the hot end and considering the fumes. The specific model of printers we will buy have fume mitigation built in.

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

The Farragut engineering club is open to all students and we work hard to recruit members from all walks of live. and we our proud of the fact that the majority of our students in the club are young girls who have traditionally been underserved in STEM careers.

What traditional underserved students, if any, does this project support? *

Our engineering club is majority young girls, encouraging this underserved demographic to pursue STEM careers.

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

CAD requires the application of geometry to realize design ideas. Specifically, parametric design requires understanding geometric relationships such as parallel, perpendicular, and the nature of planes. 3D printing requires understanding material properties such as melting points, adhesion, and strength. Engaging in the projects requires utilizing the iterative engineering design process.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Students in the engineering career pathway will have the opportunity to take the national industry certification of Certified Solidworks Associate (CSWA) which demonstrates mastery of CAD skills. We will also know we were successful when students are highly engaged during engineering club meetings and successfully create 3D prints of their own design.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

We plan to purchase two premier 3D printers for engaging STEM projects and use additional funds to register students for TSA competitions.

- [x] Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1318Farragut_High_School_Smyth_Samuel_Budget2024.xlsx

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Farragut HS Engineering Club

Contact Person's Name: Samuel Smyth

Email address: Samuel.Smyth@knoxschools.org

Phone Number: 2176215024

Title of proposed project: 3D printers and TSA Registration

Item	Description	Quantity	Unit Cost	Total Cost
Bambulab X1 Carbon Combo	3D printer with multi-material unit	2	$ 1,450.00	$ 2,900.00
TSA Registration Fees	Student registration Fees for TSA	26	$ 80.00	$ 2,080.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	**$ 4,980.00**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885 (j)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

From: LAURA DENTON
To: JUSTIN MERTZ; HEATHER HENDERLIGHT
Subject: Re: Your STEM Classroom Grant application - update
Date: Thursday, November 21, 2024 2:57:14 PM
Attachments: Outlook-ltnjcua1.png
image001.png

That's awesome! Congrats!!

I'm looping in Heather Henderlight, our new KCS Grant Writer, who will be able to shepherd your grant award to the BOE for formal approval. If you can pass along the proposal, it, along with the award letter below, should appear on the January 2025 agenda.

Thanks!

Laura L Denton, PhD
Mobile: (865) 437-7864

Click here or contact Heather Henderlight, KCS Grant Writer, to get started locating and pursuing grant funds!

PROJECT MANAGEMENT
KCS | KNOX COUNTY SCHOOLS

From: JUSTIN MERTZ <justin.mertz@knoxschools.org>
Date: Thursday, November 21, 2024 at 2:40 PM
To: LAURA DENTON <laura.denton@knoxschools.org>
Subject: Fw: Your STEM Classroom Grant application - update

WOOOOOOO!!!!



From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Thursday, November 21, 2024 11:29 AM
To: JUSTIN MERTZ <justin.mertz@knoxschools.org>
Subject: Your STEM Classroom Grant application - update

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Justin Mertz,
Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom

Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.
We are happy to inform you that your grant proposal for Halls High School in the amount of $3500 for the project "Mighty Mini" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
    - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
    - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Halls High School.

Warm regards,

The TSIN Team
Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

Justin	Mertz
First Name	Last Name

Applicant Email *

justin.mertz@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

865 - 679 - 0731

####

This information will not be shared.

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

School Name *

Halls High School

School Address *

4321 E. Emory Road

Street Address

Address Line 2

Knoxville

City

Tennessee

State

37938

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- ◯ Yes
- ◉ No
- ◯ I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

400 W Summit Hill Dr SW

Street Address

Address Line 2

Knoxville | Tennessee

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

laura.denton@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 437 - 7864

####

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *

Northeast
Alabama
Kentucky
Middle Tennessee

Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [ ] No
- [x] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [x] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

Some of our parents work at ORNL while others are cattle farmers. We have a Hispanic population that is currently about 20% of our student body, and we have seen that number increase steadily over the past 5 years.

Total Number of Students in the School *

1284

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [ ] Elementary
- [ ] Middle
- [x] High
- [ ] Other

Is the school (select one) *

- [ ] Rural
- [x] Suburban
- [ ] Urban
- [ ] Other

Percent free and reduced lunch in the school *

10

Is this a title one school? *

- ( ) Yes
- (•) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

Mighty Mini

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [x] Community Problem Solving
- [ ] Energy
- [x] Environment
- [x] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

- [ ] Pre-K
- [ ] K
- [ ] 1
- [ ] 2
- [ ] 3
- [ ] 4
- [ ] 5
- [ ] 6
- [ ] 7
- [ ] 8
- [x] 9
- [x] 10
- [x] 11
- [x] 12
- [ ] Other

How many students will the project serve? *

100

Amount of grant funds requested *

$3,500

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

The goal of this project is to purchase a classroom set of 10 MiniOne electrophoresis chambers. The MiniOne system is an all-in-one tool that allows students to get hands-on experience with the process of gel electrophoresis, which is one of the most common and powerful tools used in science today. Gel electrophoresis is used to analyze DNA from crime scenes to identify victims and perpetrators, diagnose diseases, determine paternity, identify the region of origin for invasive species, and many other applications. The uses for the DNA "fingerprinting" that electrophoresis performs are growing every day, and they will play a big part of many students' futures. Gaining early familiarity with the basics of this technology as well as developing the hands-on skills from actually running the tests as well as reading and analyzing the results are applicable to many different careers in wildlife management, forensics, agriculture, and medicine. As an additional bonus, the MiniOne system can perform these tests in under an hour, making it ideal for use in the classroom setting.
With these funds, I will be able to purchase a set of 10 MiniOne electrophoresis chambers, which will allow classrooms of 30 students to work in small groups and introduce them to real world skills that they can use to pursue a career in several science oriented fields.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

In order for students to generate useful data using gel electrophoresis, they need to be strategic in what samples are analyzed in order to compare their results. The ability to think critically and decide what information is needed is fundamental to the process of setting up and preparing their lab tests. Additionally, reading and interpreting the results requires students to understand several principles about the composition of DNA (TN biology standards BIO1.LS1.3 and 1.4) as well as how it behaves in an electric field.

What 21st century skills will students learn when completing this project? *

With the addition of the reusable MiniOne gel electrophoresis system to my school's arsenal, students will be able to learn proper laboratory techniques employed in many real-world situations. The ability to accurately measure out minute volumes of fluid using micropipettes is essential in almost every medical field. The skill to read and analyze genetic fingerprints produced by the electrophoresis process is also becoming more widespread as genome analysis become more frequent and useful. In addition, students will be able to use this as a gateway to discuss the ethical application of biotechnology to their everyday lives through different fields of study including agriculture and medicine. (TN biology standards BIO1.ETS2.1 and BIO1.ETS2.3)

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

How does the project enhance college and career readiness? *

Numerous studies have show the connection between hands-on experiences and higher achievement on standardized tests as well as college attendance and graduation. Blumer and Beck (2019) even found strong connections between laboratory courses with guided inquiry and improved achievement for the least prepared students. Being able to provide real-world experiences by allowing students to design their own sampling criteria, using modern industry tools, and analyzing actual data produced by their own efforts gives students first-hand experience with the skills and tools that many of them will be able to employ in their post-secondary education or even their career afterward. Early exposure to these skills and tools will allow them to boost their familiarity with them and excel in college or the workplace.

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

No

Are there any safety concerns with this project, and if yes, how will they be addressed? *

The safety concerns with this project are similar to any high school science laboratory. Danger from the equipment and supplies will be mitigated by the use of appropriate personal protective equipment and teacher supervision.

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

Halls High School students are required to take biology to graduate. Which means that at some point in their high school experience, all students will come through a class with access to the equipment this project would purchase. With proper training and support, all the biology teachers will be able to use these MiniOne electrophoresis chambers to provide students with an authentic STEM experience that mirrors real world situations and requires the use of proper laboratory technique and skills to solve.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What traditional underserved students, if any, does this project support? *

Halls High School has a Hispanic population of approximately 20% and growing.

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

The equipment purchased with this grant would be especially useful to the following Tennessee Biology Standards
BIO1.LS1.3 because reading and analyzing the results from an electrophoresis gel require students to understand the structural model of DNA and how the molecular charge present on each piece makes each sample of DNA move through the chamber in a unique way, resulting in the different results produced from each sample.
BIO1.ETS2.1 and BIO1.ETS2.3 because using this technology is beneficial to so many different fields of study including forensics, medicine, agriculture, and wildlife management. At the same time, the rapid growth in application of this technology has resulted in some ethical dilemmas around the privacy of genetic information as well as potential issues with "copyrighting" certain genes or genomes.

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Students will be formatively assessed based on their completion and understanding of appropriate laboratory style experiments as well as the lab reports submitted to their teacher upon completion. The actual lab may vary depending on the teacher, level of student ability, and current topics of interest. Students will take summative assessments as mandated by the Knox County School Board and the state of Tennessee, and learning growth can be measured by improvement in their overall scores and scores related to the highlighted standards in particular.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

The money awarded from this grant would be enough to purchase one classroom set of 10 MiniOne Electrophoresis Systems with individual carrying cases to protect this high dollar investment for years to come. The current total of this set is $3,349 on the MiniOne website. Any additional funds would go toward purchasing a year's worth of material needed to run electrophoresis labs with students.

☑ Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1116Halls_High_School_Mertz_Justin_Budget2024.xlsx

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Halls High School
Contact Person's Name: Justin Mertz
Email address: justin.mertz@knoxschools.org
Phone Number: (865)679-0731
Title of proposed project: Mighty Mini

Item	Description	Quantity	Unit Cost	Total Cost
Classroom Set: MiniOne Electrophoresis System (M1012)	10 MiniOne systems with protective case	1	$ 3,349.00	$ 3,349.00
Analyzing a crime scene Reagent Pack (M3053)	Material for 30 students to run a forensic DNA lab	1	$ 119.00	$ 119.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
(please insert lines as needed)			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	**$ 3,468.00**

Please note: If you are buying general supplies, you may list such in the budget with an estimated dollar amount.

For example: Item: General Supplies for STEM backpacks, Description: Markers, duct tape, pipe cleaners, and other similar supplies Quantity: 1, unit cost: $500

Tips:

How to convert Google Sheets to an Excel file format

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-B25 (k)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

From: MEREDITH ROGERS
To: HEATHER HENDERLIGHT
Subject: Fw: Your STEM Classroom Grant application - update
Date: Friday, November 22, 2024 12:52:50 PM
Attachments: 1503Karns High School Rogers Meredith_GrantApp2024.pdf
BeaverBotics TVA MiniGrant Budget.pdf
Outlook-1493306525.png
Outlook-0nqfrduf.png

Meredith R. Rogers
Math and Computer Science Teacher
Karns High School
865-539-8670

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Thursday, November 21, 2024 11:33 AM
To: MEREDITH ROGERS <meredith.rogers@knoxschools.org>
Subject: Your STEM Classroom Grant application - update

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Meredith Rogers,

Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.

We are happy to inform you that your grant proposal for Karns High School in the amount of $5000 for the project "BeaverBotics" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
   - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
   - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.

2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.
We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Karns High School.
Warm regards,

The TSIN Team
Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Lenoir City Utilities Board

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

Meredith	Rogers
First Name	Last Name

Applicant Email *

meredith.rogers@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

865 - 382 - 5655

- ### -

This information will not be shared.

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

School Name *

Karns High School

School Address *

2710 Byington Solway Rd

Street Address

Address Line 2

Knoxville | TN

City | State

37931

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- (●) Yes
- ( ) No
- ( ) I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name, such as "Memphis-Shelby County Schools"

District Office Mailing Address *

400 W Summitt Hill Dr

Street Address

Address Line 2

Knoxville | TN

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Laura | Denton

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

laura.denton@knoxschoolls.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 594 - 8080

###-###-####

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *

Northeast
Alabama
Kentucky
Middle Tennessee

Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [x] Yes
- [ ] No
- [ ] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [x] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

Karns HS serves approximately 1650 9th-12th grade students with 71% of the population Caucasian and a growing Hispanic population of >15%. 29% are economically disadvantaged and 14% are students with disabilities.

Total Number of Students in the School *

1650

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [ ] Elementary
- [ ] Middle
- [x] High
- [ ] Other

Is the school (select one) *

- [ ] Rural
- [x] Suburban
- [ ] Urban
- [ ] Other

Percent free and reduced lunch in the school *

29

Is this a title one school? *

- ( ) Yes
- (•) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

BeaverBotics

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [ ] Community Problem Solving
- [ ] Energy
- [ ] Environment
- [x] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

- [ ] Pre-K
- [ ] K
- [ ] 1
- [ ] 2
- [ ] 3
- [ ] 4
- [ ] 5
- [ ] 6
- [ ] 7
- [ ] 8
- [x] 9
- [ ] 10
- [ ] 11
- [ ] 12
- [ ] Other

How many students will the project serve? *

500

Amount of grant funds requested *

$5,000

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

BeaverBotics will bring a hands-on experience to high school students who are now required to take a computer science course in order to graduate. Many students have never been provided an opportunity to experience computer science in action, especially coding. Through the new required computer science course, students learn how computer science is integrated into nearly every aspect of their lives and nearly every career they could choose to pursue. BeaverBotics will allow students to not only learn but experience computer science. The Finch 2.0 and Hummingbird Robots by Birdbrain Technologies have a wide range of programming options and are compatible with multiple devices utilized in the classroom. Further, these robots have diverse features to stimulate student interest including drawing, radio messaging, line tracking, light, sound, and obstacle sensing, and many others. These robots are designed to be student-friendly by offering multiple programming platforms meeting students' needs, whether new to coding or more advanced, and further providing them with 21st-century skills as they work to become ready graduates. With an anticipated life-span of at least 5 years, these robots will assist over 500 students in growing their computer science knowledge and expose them to high-quality STEM activities.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

The versatility of the Finch 2.0 and Hummingbird robots allow students to choose what they would like to program the robot to do. This allows students to think outside the box instead of locking them in to one idea, bringing out their creativity. Students can be provided a real-life problem to solve and work alone or in groups to design and build a unique prototype robot to solve the problem.

What 21st century skills will students learn when completing this project? *

21st-century skills are incorporated throughout this project. Students will use critical thinking and creativity to come up with ideas for solving real-life problems. Students will work together in small group requiring collaboration and communication skills as they work through brainstorming and making their designs come to life. BeaverBotics will challenge students to become leaders and take initiative in "selling" their ideas to their group. They must work together to improve their designs and learn from each other.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

How does the project enhance college and career readiness? *

BeaverBotics will challenge students to higher-order thinking while solving real-life problems. Students will work in groups building their social skills and teaching them how to work with others more efficiently and affectively. Further, students will be not only be learning but applying academic and content knowledge while solving real-life problems. All of these provide the foundation for preparing students to continue their education while also building life skills and increasing their employability.

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

No, this project does not involve a community partner. It will be incorporated into the mandated high school computer science course to enhance student experience.

Are there any safety concerns with this project, and if yes, how will they be addressed? *

The robots require an energy source and have moving parts. Students will be properly trained on safe use of the robots including but not limited to proper handling of the energy source, not leaving it unattended when powered on, keeping fingers, hair, and body parts away from moving parts, operating it at the proper temperature, not placing parts in one's mouth, and keeping the robots away from water and other liquids. In addition, student use will always be supervised by an adult.

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

Karns High School's minority population, especially the Hispanic population, is continuing to grow every year with approximately 15% of the student body being Hispanic. Additionally, 29% of the student population is economically disadvantaged and 13% present disabilities. The basic computer science course is required by ALL students, thus, ALL students would have access to learning through using the Finch 2.0 and Hummingbird robots.

What traditional underserved students, if any, does this project support? *

This project will support ALL students including minorities, economically disadvantaged, and learning and physically disabled.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

BeaverBotics will primarily be utilized in the computer science classroom; however, the robots will provide students with cross-curricular experience in math, science, engineering, and electrical to name a few. The computer science standards encompass responsible use of technology, coding, data analysis, networks, and cybersecurity. BeaverBotics will provide students the opportunity to apply and showcase their learning. Building these foundational skills will allow students to experience STEM by utilizing to solve real-life problems.

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Students will be assessed by the outcome of their code and viability of their robot to perform the task intended. If the robot does not perform as intended, students will work out the "bugs" further demonstrating their comprehension of coding and critical thinking skills.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

Finch 2.0 Classroom Flock - $849 x 3 = $2547. 15 programmable robots for student use
Hummingbird Classroom Flock - $875 x 2 = $1750. 8 programmable robots for student use
Finch Drawing Mat - $159 x 1 = $159. vinyl mat for draving increasing creativity. may be used in conjunction with Finch Arena
Finch Arena - $199 x 1 = $199. for student use to showcase their designs and robot perfamance
Micro:bit with battery pack - $25 x 8 = $200: expands Finch robot capability to use radio frequency
Hummingbird Duo Micro:bit Adapter - $14.95 x 8 = $119.60: expands Hummingbird robot capability to use radio frequency

☑ Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1503Karns_High_School_Rogers_Meredith_Budget2024.xlsx

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- (●) Yes
- ( ) No

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Karns High School

Contact Person's Name: Meredith Rogers

Email address: meredith.rogers@knoxschools.org

Phone Number: 865-539-8670

Title of proposed project: BeaverBotics

Item	Description	Quantity	Unit Cost	Total Cost
Finch 2.0 Classroom Flock	5 Finch 2.0 robots with carry case and accessories	3	$ 849.00	$ 2,547.00
Hummingbird Classroom Flock	4 Hummingbird robots with carry case and accessories	2	$ 875.00	$ 1,750.00
Finch Drawing Mat		1	$ 159.00	$ 159.00
Finch Arena		1	$ 199.00	$ 199.00
Micro:bit with battery pack		8	$ 25.00	$ 200.00
Hummingbird Duo Micro:bit Adapte		8	$ 14.95	$ 119.60
			$ -	$ -
(please insert lines as needed)			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	**$ 4,974.60**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885 (1)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

From: DAPHNE DOUGLAS
To: HEATHER HENDERLIGHT
Subject: Fw: Your STEM Classroom Grant application - update Woohoo!!!!!!!
Date: Friday, November 22, 2024 11:59:37 AM
Attachments: PHSTSINBudgetF24.xlsx

Good morning. Thank you, I am very excited!

I have attached the budget. I do not have access to the proposal. We submitted those online and I didn't make a copy.

Do I need to reach out to them to see if they could send that to me?

Daphne

From: DAPHNE DOUGLAS <daphne.douglas@knoxschools.org>
Sent: Thursday, November 21, 2024 1:28 PM
To: DIANE KNIGHT <diane.knight@knoxschools.org>; MELISSA WALSH <melissa.walsh@knoxschools.org>
Subject: Fw: Your STEM Classroom Grant application - update Woohoo!!!!!!!

From: "Brown, Gretchen (US)" <browng@battelle.org>
Date: November 21, 2024 at 11:29:50 AM EST
To: DAPHNE DOUGLAS <daphne.douglas@knoxschools.org>
Subject: Your STEM Classroom Grant application - update

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Daphne Douglas,
Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.
We are happy to inform you that your grant proposal for Powell High School in the amount of $5000 for the project "Wired for Success: Empowering Students with Automation and IoT" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:
Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
    - Please check this link to see if your institution's financial verification is

already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the funds.
    - If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.
2. **Media and Publicity:**
    - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.
We are excited to see the impact of your project and look forward to your success in enhancing STEM education at Powell High School.
Warm regards,

The TSIN Team
Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to TSIN@Battelle.org

From: DAPHNE DOUGLAS
To: HEATHER HENDERLIGHT
Subject: Fw: STEM Grant Application Received
Date: Friday, November 22, 2024 12:25:39 PM
Attachments: 1109Powell_High_School_Douglas_Daphne_Budget2024.xlsx

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Yay! I found it!!!

Thanks you so much for managing this.

Daphne

From: tsin@battelle.org <tsin@battelle.org>
Sent: Tuesday, August 20, 2024 10:37 AM
To: DAPHNE DOUGLAS <daphne.douglas@knoxschools.org>
Subject: STEM Grant Application Received

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Daphne Douglas,

Your application for the STEM Classroom Grant program from TSIN, sponsored by TVA, has been received. A FAQ and timeline for the grant program is available on our website at www.tsin.org/classroom-grants

Sincerely,

The TSIN Team

Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
tsin@battelle.org
www.TSIN.org

Please select your organization type	: Public School
School State	: Tennessee
Please select the Local Power Association from which the school receives their power.	: Knoxville Utilities Board (KUB)
Are you filling this form out on behalf of someone else?	: No
Applicant Name	: Daphne, Douglas
Applicant Email	: daphne.douglas@knoxschools.org
Applicant Phone	: (865) 938-2171
Your Professional Title	: Teacher
School Name	: Powell High School
School Address	: 2136 East Emory Road, Knoxville, Tennessee, 37849

Is this a Charter school?	: No
Does this school have its own unique EIN (employee identification number) separate from that of the school district?	: Yes
School District Name	: Knox County
District Office Mailing Address	: 400 W. Summit Hill Drive, Knoxville, TN, 37902
Contact name of grant manager or financial officer responsible for your school at the district office	: Laura, Denton
Email address of grant manager or financial officer responsible for your school at the district office	: laura.denton@knoxschools.org
Phone number of grant manager or financial officer responsible for your school at the district office	: (865) 594-1690
Please select your geographic area from the map above.	: Southeast
Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?*	: I don't know
Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?*	: Yes
School Demographic - Please provide a short narrative about the student demographics of your school.	: Nineteen percent of our students are classified as Economically disadvantaged according to 22/23 state data reporting, Ten percent of the student poplulation have limited english proficiency, and 32% are non-majority students.
Total Number of Students in the School	: 1347
What grades are served in the school? (Select all that apply)	: High
Is the school (select one)	: Suburban
Percent free and reduced lunch in the school	: 100
Is this a title one school?	: No
Name of program, project, or class the funds will support. (We encourage you to be creative!)	: Wired for Success: Empowering Students with Automation and IoT
Which TVA area of focus does your project support? (You may select more than one)	: Economic and Career Development
Which grades will be involved in the project? (Select all that apply)	: 9,10,11,12
How many students will the project serve?	: 300
Amount of grant funds requested	: $5,000
Provide a narrative describing an overview of your project: How will it be implemented in your classroom?	: The student population of our school has changed dramatically over the last 10 years. The number of students who are economically disadvantaged has grown and students who are proficient in English

We should be able to understand the basics of your project after reading this description.		has decreased. Many of our students do not have access to smart technology that peers in more affluent communities consider parts of their daily lives. Automation and The Internet of Things is very quickly going to be prevalent in all aspect of our students' personal and professional lives. If we are able to purchase Programmable Logic Controllers (PLC's) with breadboards and sensors, we will be able to build smart devices. This will help all students not just become comfortable with their use, but also show them how those devices are designed and developed. While learning how to use smart devices is important to level the technological playing field, it could also spark an interest in students to pursue a degree that will prepare them for an industry with a 300% job growth.
How does the project incorporate design thinking?	:	Students will be engaged in problem-based-learning and will use equipment to design and build devices to solve real world problems.
What 21st century skills will students learn when completing this project?	:	They develop their teamwork while developing the ability to navigate device connectivity and automation.
How does the project enhance college and career readiness?	:	According to LinkedIn, demand for skilled IoT developers is predicted to grow 300% in the next year. AUtomation engineering jobs are expect to grow 7% in the next 10 years according to Learn.org. Exposure to this type of technology can pique student interest to persue postsecondary education to prepare for careers in this field.
Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved.	:	No.
Are there any safety concerns with this project, and if yes, how will they be addressed?	:	There are minimal safety concerns, just those related to low voltage electricity. Any student in a Computer Science Foundations class is required to participate in safety training and pass a safety test with 100% accuracy.
By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project.	:	true
TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All?	:	This project aligns with the STEM for all initiative because it is exposing all students to technology that might not be available to students who are economically disadvantaged or are children of immigrants.
What traditional underserved students, if any, does this project support?	:	economically disadvantaged and immigrant
Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific.	:	Use of programmabe logic controllers, sensors, and other components align perfectly with Computer Science Foundations standards. The course has standards requiring students to understand networking, principles of electricity, and the development process.
What formative and summative assessments will be used to measure learning outcomes? Please be specific.	:	The PLC kit I would like to purchase comes with curriculum which includes rubrics, quizzes, and exams. I woudl also like to incorporate soft skills rubrics to measure their participation in teamwork.
Budget Narrative: Please briefly	:	Below you will find the quoted price for 8 Robotic sets that come

explain the items and quantities (where applicable) that you plan to purchase with the funds.	with Programmable Logic Boards, sensors, and build components. It also comes with curriculum. We would be $80 over budget, but can use CTE allocation funds to pay the excess.
Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted.	: true
Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application.	: 1109Powell_High_School_Douglas_Daphne_Budget2024.xlsx
By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work.	: I agree
Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025.	: I agree
Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph.	: I agree
Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online.	: I agree
I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible.	: I agree
Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area?	: No
Unique ID	: 1109Powell High School Douglas Daphne

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: Powell High School

Contact Person's Name: Diane Smyth

Email address: diane.smyth@knoxschools.org

Phone Number: 865.938.2171

Title of proposed project: Wired for Success: Empowering Students with Automation and IoT

Item	Description	Quantity	Unit Cost	Total Cost
Robotics TXT 4.0 Base Set	PLC, sensor, and build components	8	$ 634.95	$ 5,079.60
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
(please insert lines as needed)			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	**$ 5,079.60**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885(m)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

From: NATHANIEL KENNER
To: HEATHER HENDERLIGHT; ASHLEY SPEAS
Subject: Fw: Your STEM Classroom Grant application - update
Date: Thursday, November 21, 2024 11:45:13 AM

Heather,

We have been approved for this grant from TVA as of this morning. Could you please begin the board approval process and see the district request from TVA for documentation verification? We submitted a budget to them that we can forward to you if needed.

If there's forms we must complete at the school level to get on the board agenda for approval will you please let me know what those forms are? Also, notice of the date of the board meeting this will be scheduled for would be appreciated. We have a deadline to complete the project by June 1 and it will take several months to do so, so the sooner we can begin spending the better for our timelines.

Best,
Nathan Kenner

Get Outlook for iOS

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Thursday, November 21, 2024 11:36 AM
To: NATHANIEL KENNER <nathaniel.kenner@knoxschools.org>
Subject: Your STEM Classroom Grant application - update

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear NATHANIEL KENNER,

Thank you for submitting your proposal for the Battelle Education TSIN/STEMx STEM Classroom Grants, sponsored by TVA and BVI. This year, we received a remarkable number of applications—nearly 650, requesting over $2.8 million in funding. It is inspiring to witness such a strong commitment to expanding STEM education opportunities across our communities.

We are happy to inform you that your grant proposal for West High School in the amount of $5000 for the project "The West High Robotics Team, also known as Malfunctionz, will be building the Recycling Bot known as the Recycle Ranger!" **has** been selected for funding! Congratulations!

Please carefully read all of the following next steps so we can get the funds to you as quickly as possible:

Next Steps to Access Your Grant Funds:

1. **Financial Documentation Verification:**
    - Please check this link to see if your institution's financial verification is already complete. If listed, no further action is needed. Expect the funds by January 30, 2025, considering holiday delays. Coordinate with your district office to access the

funds.

- If not listed, have a financial representative from your district or charter/private school complete the necessary forms available at TSIN Vendor Update. Forms must be uploaded directly through the link provided and not via email. Payment will be processed approximately 45 days after verification.

2. **Media and Publicity:**

   - Keep an eye out for communications from a TVA representative as we are eager to feature your project in upcoming media opportunities. While we aim to connect with many winners, selections will be made based on various factors.

Important Deadlines:

- **Project Completion:** All grant funds must be utilized, and your project completed by June 1, 2025.
- **Final Report Submission:** A simple final report is due by June 30, 2025. The form is available here and does not require receipts.

Frequently Asked Questions:

- **Substitutions and Changes:** You may substitute items or vendors as needed without prior approval. For significant project scope changes, please use our grant change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the grant change request form on how you wish to reallocate the funds for other STEM activities.
- **Reporting and Extensions:** If meeting deadlines becomes challenging, submit a request for an extension through our grant change request form.
- **Grant Transferability:** Grant funds and purchased items must remain at the original school. If you are moving, please delegate the project to another teacher or contact us for fund return procedures.

For any further questions or assistance, feel free to contact us at tsin@battelle.org.

We are excited to see the impact of your project and look forward to your success in enhancing STEM education at West High School.

Warm regards,
The TSIN Team

Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org

Have a question about our STEM Classroom Grant program? Please email all questions to

TSIN@Battelle.org

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your organization type *

- [x] Public School
- [ ] Private School
- [ ] Homeschool or homeschool pod
- [ ] Non-Profit organization
- [ ] Pre-K only school or organization
- [ ] Religious organization

School State *

Tennessee

Schools must be located in the TVA service area and receive power from a TVA distributor.

Please select the Local Power Association from which the school receives their power. *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service area. If a TVA service provider is misidentified in the application, that application will not be accepted. Please contact your school to verify the school's local power distributor.

Are you filling this form out on behalf of someone else? *

- [ ] Yes
- [x] No

If the person filling out this form is NOT the applicant name listed above, please select YES

Applicant Name *

NATHANIEL (First Name) KENNER (Last Name)

Applicant Email *

nathaniel.kenner@knoxschools.org

Only one submission per applicant email address.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Applicant Phone *

708 - 466 - 4508

###-###-####

This information will not be shared.

Your Professional Title *

Engineering teacher

(Teacher, Principal, Administrator...)

School Name *

West High School

School Address *

West High School

Street Address

3300 Sutherland Ave

Address Line 2

Knoxville | TN

City | State

37919

Zip Code

Is this a Charter school? *

- ○ Yes
- ◉ No

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Does this school have its own unique EIN (employee identification number) separate from that of the school district? *

- ○ Yes
- ○ No
- ◉ I don't know

Please note: Answering "I don't know" may significantly delay payment while we research this information on your behalf. We kindly request that you verify this information if at all possible.

School District Name *

Knox County Schools

Please include full name such as "Memphis-Shelby County Schools"

District Office Mailing Address *

Knox County Schools

Street Address

505 Summer Place

Address Line 2

Knoxville | TN

City | State

37902

Zip Code

Please make sure this address is correct. Incorrect information can significantly delay grant payments.

Contact name of grant manager or financial officer responsible for your school at the district office *

Julie | Townsend

First Name | Last Name

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Email address of grant manager or financial officer responsible for your school at the district office *

julie.townsend@knoxschools.org

Phone number of grant manager or financial officer responsible for your school at the district office *

865 - 594 - 4477

TVA Service Area Map

Map won't load or too small? Please view map here.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Please select your geographic area from the map above. *



Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [x] Yes
- [ ] No
- [ ] I don't know

Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?* *

- [ ] Yes
- [x] No

School Demographic - Please provide a short narrative about the student demographics of your school. *

West High School is a diverse community. West's population is broken down into 58.1% White, 20.4% Black, 13.2% Hispanic, 6.3% Two or More Races, 1.8% Asian, and 0.1% Native Hawaiian/Pacific Islander.

Total Number of Students in the School *

1478

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [ ] Elementary
- [ ] Middle
- [x] High
- [ ] Other

Is the school (select one) *

- [ ] Rural
- [x] Suburban
- [ ] Urban
- [ ] Other

Percent free and reduced lunch in the school *

44

Is this a title one school? *

- ( ) Yes
- (•) No

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

The West High Robotics Team, also known as Malfunctionz, will be building the Recycling Bot known as the Recycle Ranger!

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Which TVA area of focus does your project support? (You may select more than one) *

- [ ] Community Problem Solving
- [ ] Energy
- [x] Environment
- [ ] Economic and Career Development

Your proposal must support one of the TVA areas of focus.

Which grades will be involved in the project? (Select all that apply) *

[ ] Pre-K	[ ] K	[ ] 1
[ ] 2	[ ] 3	[ ] 4
[ ] 5	[ ] 6	[ ] 7
[ ] 8	[x] 9	[x] 10
[x] 11	[x] 12	[ ] Other

How many students will the project serve? *

1478

Amount of grant funds requested *

$5,000

Please make sure your budget spreadsheet outlines the full amount of funding requested here. Budgets that do not outline the full amount will be disqualified.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Provide a narrative describing an overview of your project: How will it be implemented in your classroom? We should be able to understand the basics of your project after reading this description. *

At West High School, the Malfunctionz Robotics team proposes a transformative project: the Recycling Ranger, a robotic recycling system designed to establish the school's first organized recycling program, driven entirely by students. The project unfolds in three key stages.
Srage 1: Design and Implementation
Students will work in specialized teams, designing, building, and iterating a functional robot. The Recycling Ranger will navigate classrooms and hallways, collect recyclable materials, and transport them to a designated collection point. This stage emphasizes teamwork, practical STEM skills, and hands-on, introductory experience with robotics and programming.
Stage 2: Mechanical Upgrades
The second stage focuses on enhancing the robot with mechanical arms that automatically pick up and empty standard classroom recycling bins. Students will design and integrate these arms, gaining valuable experience in mechanical engineering, system integration, and robotics. This stage aims to refine the robot's functionality and efficiency in waste collection.
Stage 3: Prototyping Future Functions
As the project evolves and shows successful integration into the West High Community, students will reenter the brainstorming and prototyping phase, working to propose future iterations of the project that may will include more efficient recyclables collection, more material options, and more integration of other student learning outcomes in the continued use of the robot from year-to-year.
This project not only addresses West High's need for an effective recycling system but also integrates environmental responsibility with STEM education. By participating in the Recycling Ranger initiative, students will develop critical skills in engineering, coding, and project management while contributing to a cleaner, more sustainable school environment. This hands-on experience will inspire students to pursue further studies and careers in STEM fields.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

How does the project incorporate design thinking? *

The project fully incorporates design thinking by guiding students through the process of creating a completely new robot from the ground up. As they design, students must focus on realistic capabilities, ensuring that each feature they envision can be practically implemented. They also need to design the robot with adaptability in mind, allowing for upgrades and modifications to be made throughout the project's lifespan.
Students are not only creating and testing their design, but they are also incorporating their design into an existing community. They will create a minimally viable product then continue to iterate the robot throughout the following school cycles to continue to meet the community needs. Lastly, students will be tasked with manufacturing many parts that are historically purchased as completed components in an effort to iterate their robot.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What 21st century skills will students learn when completing this project? *

Through this project, students will develop essential and marketable skills such as engineering, project management, and coding. They will design the robot from the ground up for a specialized task, considering real-world constraints like load, size, budget, and mobility. Every aspect of the design must be carefully thought out to ensure functionality and avoid future issues. In terms of project management, students will need to stay on top of tasks, communicate progress, identify areas needing improvement, and seek support when necessary. They will regularly update their team and mentors to keep everyone aligned on the project's status. Additionally, students will gain coding experience by writing and implementing the code required to operate the robot and calibrating its proximity sensors to ensure smooth navigation.

How does the project enhance college and career readiness? *

The project enhances college and career readiness by giving students hands-on experience in high-demand fields such as engineering, coding, and precision manufacturing. It serves as an introduction to STEM, allowing students to explore these fields early on and determine whether a career in STEM aligns with their interests and strengths.
On a broader scale, students gain experience in time management and project management, which is essential to all areas of academic and career development. They are expected to complete tasks within set deadlines, set realistic goals, and advocate for themselves when they need help.
Students also learn to maintain professionalism by keeping workstations clean, ensuring equipment is properly cared for, and communicating effectively with both peers and mentors.

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

The project does not currently have a community partner beyond the school, but the intent is to use the product to increase community awareness surrounding robotics, STEM Education, sustainability, and our school. In later iterations of the project, we intend to bring the robot to sporting events to collect soda cans and plastic bottles and use the robot as a demonstration tool at community partner events.

Are there any safety concerns with this project, and if yes, how will they be addressed? *

As with any robot manufacturing or operation, there are some safety concerns associated with this project. Students and mentors will be exposed to CNC machining, motorized objects, low voltage (<12) electrical systems, power tools, and slips, trips, and falls hazards. As part of our curriculum, we regularly train students and faculty in the safe operation of these tools and tasks. Students receive safety training, regular safety meetings and discussions, and are under constant supervision when operating tools by a fully trained staff member. All students operate power tools in pairs for safety checks and all tools have emergency stop protocols in place that are accessible to all parties in the area.
We also will only operate the robot outside of the engineering lab once it has undergone rigorous safety testing by an industry partner for use within the school building.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

☑ By clicking this box, I understand that TVA, BVI, Battelle Education, TSIN, and their affiliates are not responsible for the safety of my project. *

TSIN is committed to supporting STEM for All by exposing traditionally underserved students to STEM exploration. How does this program or project support the concept of STEM for All? *

The West High Robotics Club fully embraces the concept of "STEM for All" by providing equal opportunities for students of all backgrounds to explore STEM, regardless of prior experience or academic standing. Any student, at any grade level, can join the club without needing to be enrolled in AP or IB STEM classes. This inclusivity ensures that all students, including those who may not have access to advanced STEM courses, can still participate.
The club also boasts a high percentage of female members, a group traditionally underrepresented in STEM fields. To ensure new members feel welcomed and supported, each student is paired with an experienced mentor to help them navigate the club's activities. This mentorship system ensures that no one feels overwhelmed or excluded, promoting retention and fostering a collaborative learning environment.

What traditional underserved students, if any, does this project support? *

Nearly half of West High Robotics club members are women, and many students are from low-income or first-generation college-bound families.

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

The project addresses the following content and learning outcomes: Simple machines and mechanisms: force, work, and power from an engineering perspective, electrical systems' systems thinking, design thinking: professionalism and approaches to learning skills' machining and manufacturing, sustainability and environmental science, material science with recyclability and with material selection for robot systems, engineering math and linkage geometry, 3D modeling.
Students will engage with all of these standards and more as we work to create the robot throughout the course of the year. These standards are directly aligned with the Tennessee State Engineering pathway standards as well as highly sought after learning outcomes for industry partners.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Students will be assessed through tiered formative assessments aligned with summative goals based on industrial practices like agile manufacturing. By the end of the first year, they will:
- Create a 3D model of the main superstructures (month 1)
- Build subsystem prototypes for the drivetrain and paper collection bin (month 2)
- Develop and test a working prototype in the lab for workflow and robustness (month 3)
- Repeat the process for the mechanical arm to auto-pick up recycling bins (month 4)
- Deploy and evaluate the product in school (month 5)
- Rescope and redesign the project for future stages (month 6)
- Build prototypes for a chosen upgrade (month 7)
- Deploy the robot at community events to test, evaluate, and spread STEM and sustainability awareness (months 8-9)

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

The budget includes a number of standard robotics construction materials from known and trustworthy vendors. These materials are well understood by the robotics and engineering students at West and are easily incorporated into the students designs. The budget is written to allow the team to continue to prioritize sustainability by recycling old robotics competition parts. We will be recycling old control modules, electronics, and some old motor components for this project. As a result, additional funding is also being secured to limit risk of project being incomplete in the event of old component failure.

☑ Before I upload my budget, I have verified my budget template matches the amount I am requesting and recognize if it does not, my application cannot be accepted. *

Please download and complete the budget template found at https://www.tsin.org/classroom-grants and submit it as an Excel document along with this application. *

1525West_High_School_KENNER_NATHANIEL_Budget2024.xlsx

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

By clicking below, I acknowledge that I am the educator who wrote this grant and I will be the one performing the work. *

- [x] I agree
- [ ] I do not agree

All grants must be written and submitted by the educator who will be performing the project. Although you may collaborate on your submission, the educator should be the primary writer/creator of the project.

Should I be awarded a grant, I agree to fully expend the grant funds as outlined in the submitted proposal by June 1, 2025. *

- [x] I agree
- [ ] I do not agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded a grant, I agree to submit the required online report on or before June 30, 2025. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree
- [ ] I do not agree

Should I be awarded a grant, I give TVA, BVI, and Battelle Education permission to use all information in the submitted proposal in press releases, on their website, and/or in publications both in print and online. *

- [x] I agree
- [ ] I do not agree

This includes photographs, logos, published/printed information, and any other information related to this grant and how the funds were spent.

I understand that grants can only be made to an organization via ACH and will not be made to an individual. A W9 for the organization and ACH form will be required. Organizations unable to accept ACH payments are not eligible. *

- [x] I agree
- [ ] I do not agree

Awards in a district will be combined and 1 payment will be made to the district and an email will be sent to the district office explaining the breakout of the awards. Payments are not made to individual schools.

STEM Classroom Grant Application

The TSIN STEM Classroom Grant Program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization).

Would you like to sign up for our newsletter and receive notifications of other STEM opportunities in your area? *

- ○ Yes
- ◉ No

Budget Template

Please submit this document in Excel format.

A grant summary report will be required after the grant has been fully expended.

Organization Name: West High School Robotics
Contact Person's Name: NATHANIEL KENNER
Email address: nathaniel.kenner@knoxschools.org
Phone Number: 7084664508
Title of proposed project: Recyling Ranger

Item	Description	Quantity	Unit Cost	Total Cost
22 Gauge Wire	Vin and GND wires for electronics board	1	$8.00	$8.00
Ultra Planetary Mounting Plate	Mounting plates for planetary gearboxes	2	$4.50	$9.00
8 mm shaft spacers	Shaft spacers for mounting to motors	1	$12.50	$12.50
10mm Machine Keys	Motor mounting keys	20	$0.75	$15.00
Ethernet Cables	data cables for robot communication	4	$4.50	$18.00
Zip Ties	Zip ties	300	$0.07	$21.00
3/16" Rivets	Rivets for joining robot parts	3	$9.74	$29.22
Velcro	Velcro to mount electronics	2	$19.99	$39.98
3mm Polycarbonate Sheet	Polycarbonate for robot body and subsystems	1	$40.00	$40.00
20 amp fuses	Fuses for motors	2	$24.00	$48.00
1/8" Plywood	Plywood for prototyping	5	$12.72	$63.60
12 Gauge Wire	Motor and motor controller wires	2	$34.00	$68.00
Wago Clips	Wire mounting clips	2	$35.00	$70.00
3/4 Inch Plywood	Plywood for Robot mounts and bumpers	1	$76.98	$76.98
1/4" Polycarbonate Sheet	Polycarbonate for robot body and subsystems	1	$80.00	$80.00
CAN Wire	Wires for data connection between motor controllers	20	$5.50	$110.00
1x1 Extrusions	1x1 predrilled aluminum extrusions, 47 in	5	$22.00	$110.00
120 Amp Fuse Disconnect	Fuse disconnect for main battery	2	$56.00	$112.00
40 Amp fuses	Fuses for motors	4	$28.00	$112.00
Neo 550 Motors	Motors to Drive Robot systems	4	$28.00	$112.00
Battery Wires, 6 Guage	Battery connection cables	6	$19.75	$118.50
8mm to 1/2 Hex Adapter	8mm to 1/2 hex adapters for motor axles	12	$10.00	$120.00
1/2" Hex Bearings, Flanged	Hex bearings for drive shafts	20	$6.50	$130.00
WiFi Radio	Wireless radio communication	1	$139.00	$139.00
2x1 Extrusions	2x1 predrilled aluminum extrusions, 47 in	5	$28.00	$140.00
1/2 Hex Rods	Hex bearings for drive shafts	4	$37.00	$148.00
Grip Wheels	Wheels for intaking recycling boxes	20	$7.50	$150.00
1/2" Hex Bearings	Hex bearings for drive shafts	20	$7.75	$155.00
Power Distribution Hub	Power distribution panel	1	$206.00	$206.00

12V Batteries	Batteries for robot	1	$118.00	$118.00
Neo Gearboxes	Planetary Gearboxes for Motors	2	$120.00	$240.00
Standard Recycling Receptacles	Recycling bins for classrooms	20	$9.97	$199.40
Nuts and bolts	Nuts and Bolts for joining materials	1	$300.00	$200.00
1/8" Aluminum Sheet	Aluminum Sheet for Robot Body	1	$152.37	$152.37
Gussets Starter Kit	Gusset plates and brackets with rivets	1	$309.00	$309.00
RoboRio	Robot Control System	1	$485.00	$485.00
Neo v1.1 Motors	Motors to Drive Robot systems	6	$48.00	$288.00
SparkMax Motor Controllers	Motor Controllers	6	$90.00	$540.00
Shipping	Differential covered by the program or other grants	1	6.45	$ 6.45
			TOTAL:	**$5,000.00**

Please note: If you are buying general supplies, you may list such in the budget with an estimated dollar amount.
For example: Item: General Supplies for STEM backpacks, Description: Markers, duct tape, pipe cleaners, and other similar supplies
Quantity: 1, unit cost: $500

Tips:
How to convert Google Sheets to an Excel file format

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-885 (n)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2024

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of grant funds from TVA Simply Smart in the total amount of $22,805.59 for 17 KCS schools as detailed in attachment.

Cost to Knox County Schools

0

Description and Type of Funding Source

TVA Simply Smart Grants

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
Knoxville TVA Employees Credit Union
P.O. Box 36027
Knoxville, TN 37930
Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

Austin-East Magnet High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: English Department Library

Sarah Edge - sarah.edge@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000154
Last submitted: Dec 2 2024 09:35 AM (EST)

GRANT APPLICATION

Completed - Oct 4 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	English Department Library and Class Sets
Amount Requested (up to $1,500)	1,430

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mrs.
First Name	Sarah
Last Name	Edge
Email Address	sarah.edge@knoxschools.org
Address 1	2722 Avondale Ave
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37917
Phone	7708278510

SCHOOL INFORMATION

School Name	Austin-East Magnet High School
School Address 1	2800 Martin Luther King Jr. Avenue
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37914
School Phone	(865) 594-3792
School Principal	Rob Speas
Principal Phone	(No response)
Principal Email	rob.speas@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

This grant would enable me to enhance the diversity of our English department's book collection, thereby providing our students with a broader array of literature. By incorporating a variety of perspectives and cultural narratives, we can ensure that all students have access to materials that resonate with their individual experiences and foster an inclusive learning environment. This endeavor not only supports the educational growth of our students, but also promotes a greater understanding of the diverse world in which we live.

Our department needs more class sets for our units and for our independent reading projects. Additionally, some of these titles will be used for "lit circles". Literature circles offer a multitude of advantages that enhance the reading experience for participants. These collaborative groups foster a sense of community among students, encouraging them to engage in meaningful discussions about the texts they are reading. By allowing individuals to take on various roles within the circle, such as discussion leader or summarizer, students develop critical thinking and communication skills. Furthermore, literature circles promote a deeper understanding of the material, as participants are exposed to diverse perspectives and interpretations. This interactive approach not only cultivates a love for reading but also empowers students to take ownership of their learning, ultimately leading to improved comprehension and retention of the material.

In conclusion, this grant would promote literacy, critical thinking, and foster a love for reading! We are hoping to have the books in time for next semester, but will also use them year to year.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

Reading diverse literature offers students a multitude of benefits that extend beyond mere enjoyment of stories. Engaging with a variety of cultural perspectives and narratives fosters empathy and understanding, allowing students to appreciate the complexities of different human experiences. This exposure not only broadens their worldview but also enhances critical thinking skills as they analyze and interpret diverse viewpoints. Furthermore, diverse literature can challenge stereotypes and promote inclusivity, encouraging students to reflect on their own beliefs and biases. By immersing themselves in the rich tapestry of global narratives, students develop a deeper appreciation for diversity, which is essential in today's interconnected society. Ultimately, the exploration of varied literary works equips students with the tools necessary to navigate and contribute positively to a multicultural world.

How many students will be impacted?

350

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

Items ordered from firstbook marketplace:
-Long Way Down (Graphic Novel) (25 copies) ($5.25 each = $131.25) (whole class read)
-Huda F Cares (25 copies) ($6.45 each = $161.25) (lit circles)
-Mexikid (25 copies) ($5.85 each = $146.25) (lit circles)
-Romeo & Juliet (Graphic Novel) ($6.15 each = $153.75) (whole class read)
-Dear Martin (25 copies) ($5.25 each = $131.25) (whole class read)

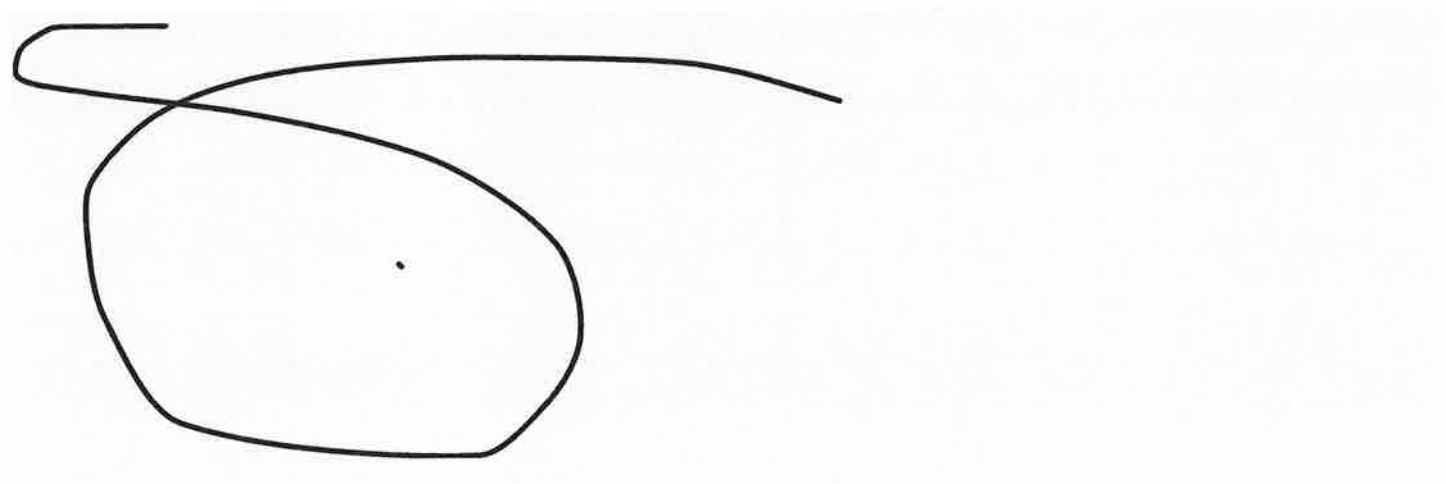
Items ordered from amazon:
-Long Way Down (hardcover) (25 copies) ($11.26 each = $281.50) (whole class read)
-The American Dream?: A Journey on Route 66 Discovering Dinosaur Statues, Muffler Men, and the Perfect Breakfast Burrito (25 copies) ($16.99 each = $424.75) (lit circles)S

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

(No response)

Signature



Date:

Oct 4 2024

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

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www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

Bearden High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: Band & Orchestra Room Sound System

Jacob Boyd - jacob.boyd@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000120

GRANT APPLICATION

Completed - Sep 19 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Band & Orchestra Room Sound System
Amount Requested (up to $1,500)	1428

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mr.
First Name	Jacob
Last Name	Boyd
Email Address	jacob.boyd@knoxschools.org
Address 1	8421 Nubbin Ridge Rd.
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37923
Phone	310-748-8724

SCHOOL INFORMATION

School Name	Bearden High School
School Address 1	8352 Kingston Pike
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37919
School Phone	(865) 539-7800
School Principal	Debbie Sayers
Principal Phone	(865) 539-7800
Principal Email	debbie.sayers@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

The band/orchestra room is utilized by over 300 students per school year. Programs include concert bad, wind ensemble, marching band, jazz band, AP Music Theory, and two orchestras. Part of higher learning in music education is the evaluation of the students' own, and others' performances. The Bearden band room has never had a sound system capable of accurately producing music for student listening. Students will be able to analyze and evaluate their own musical performances, learn from the performances of others (high school level through professional), perform along with music, be accompanied by music, and ultimately be inspired by music. The two speakers and power amp needed to accomplish this are high-end and build to last decades. The goal is to have this completed by the end of March, 2025.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

The music students that use the band room will develop measurable aural skills and music vocabulary that can be applied through the use of a new sound system.

How many students will be impacted?

300 per year

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

Crown Power Amplifier = $430

JBL Control 29AV-1 8" 2-Way 300W Loudspeaker (Single, White) x 2 - $482 ea. = $964

Speaker Cable 14 ga. white 100' = $35

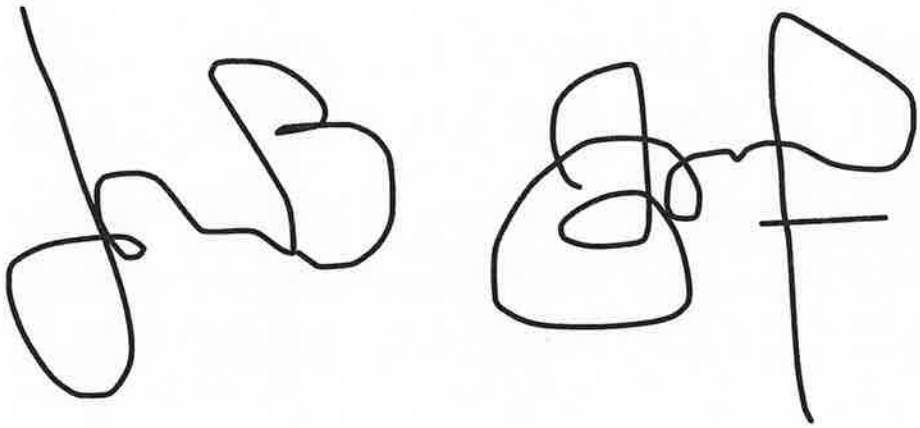
(Shipping should be free)

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

(No response)

Signature



Date:

Sep 19 2024

Principal Recommendation

In Progress - Last edited: Sep 19 2024
Recommenders
Recommender:
Debbie Sayers <*debbie.sayers@knoxschools.org*>
Request Date:
Sep 19 2024 10:32 AM (EDT)
Content:
Form

Principal Recommendation

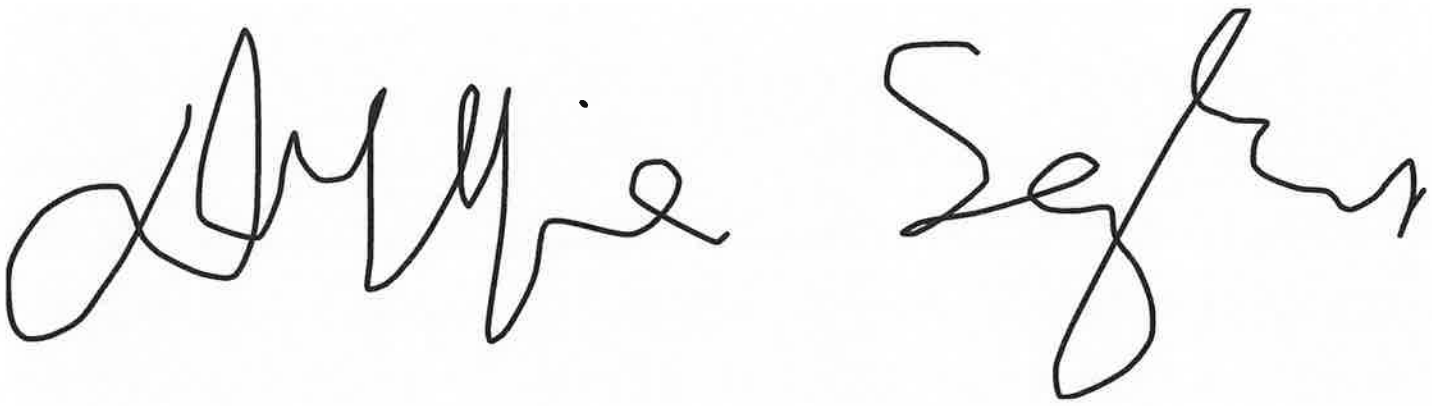
First Name	Debbie
Last Name	Sayers
Email	debbie.sayers@knoxschools.org

Recommendation

Responses Selected:

I have reviewed this grant proposal and approve its submission for consideration to the SIMPLY SMART Foundation for Education.

Signature



Date:

Sep 19 2024

Consent Form

Completed - Nov 25 2024

Consent Form

PHOTO RELEASE

Knoxville TVA Employees Credit Union Foundation for Education and Knoxville TVA Employees Credit Union may use photographs, slides, videos or illustrations of students in newsletters, publications produced, slide presentations, and/or websites by the news media, news coverage, video productions produced by Knoxville TVA Employees Credit Union and in other forms of communication. Local media (TV, newspaper, radio stations) frequently want to interview students to add a personal touch to stories. Educator and student comments may be used in newspapers, broadcast radio, TV or the Internet.

For Educators

Responses Selected:

Knoxville TVA Employees Credit Union Foundation for Education and Knoxville TVA Employees Credit Union has permission to use photographs, slides, videos, illustrations, or interviews of myself. Further, I authorize their use without inspecting or approving the finished product or its specific use.

I agree it is my responsibility to ensure any student photo submitted has a student consent form on record with my school. Knoxville TVA Employees Credit Union Foundation for Education nor Knoxville TVA Employees Credit Union may not be held liable for photos submitted not having student consent forms on record.

I agree to submit completed Post-Grant documentation, receipts, and photos to the Foundation by May 1, 2025.

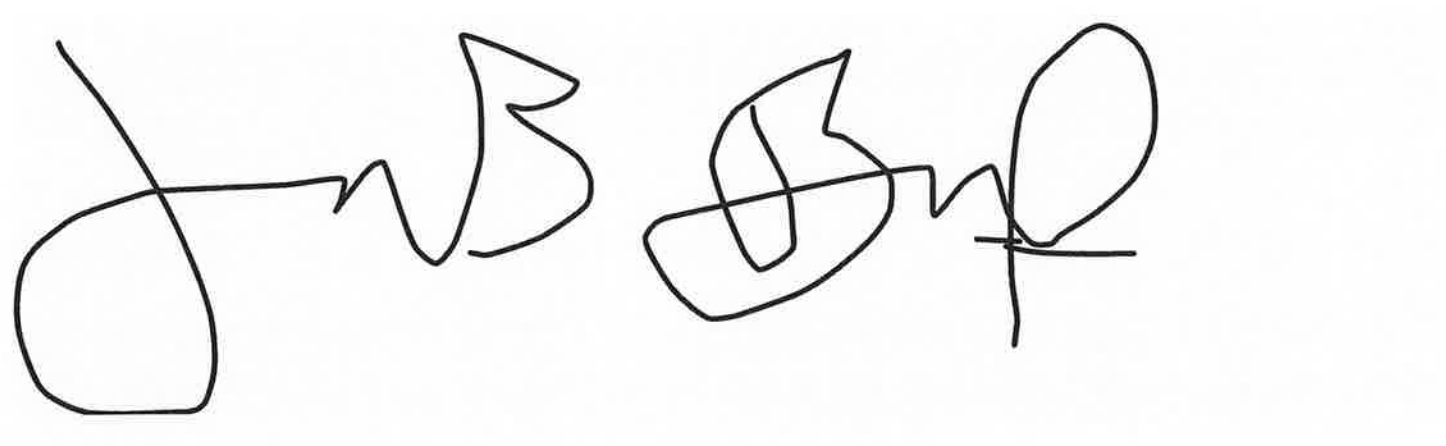
I acknowledge I am not eligible to apply for the SIMPLY SMART Educator Grant in the 2025-2026 school year.

(Post-Grant documentation will be sent upon receipt of completed Consent and Principal Acknowledgement Forms)

Educator Name

Jacob Boyd

Educator Signature



Date

Nov 25 2024

Principal Acknowledgement

In Progress - Last edited: Nov 25 2024

Please submit a request to your Principal to acknowledge your receiving of the **2024 SIMPLY SMART Educator Grant.**

Recommenders
Recommender:
Debbie Sayers <*debbie.sayers@knoxschools.org*>
Request Date:
Nov 25 2024 10:52 PM (EST)

HEATHER HENDERLIGHT

Subject: FW: Reminder: TVA SimplySmart Grants
Attachments: Simply Smart TVA Grant - Boyd - Bearden Orchestra.pdf

From: JACOB BOYD <jacob.boyd@knoxschools.org>
Sent: Tuesday, December 10, 2024 3:33 PM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: Re: Reminder: TVA SimplySmart Grants

Hello,

Here is the information from the TVA Simply Smart grant. Because our needs have shifted, we now have some of the components needed for the system. Here are the needs we still have to fulfill the grant project:

Two microphones for the classroom
Two microphones for live performances
Two microphone cables
Two microphone stands
4k Video camera
Camera Tripod
Wireless Mic System
Decca Tree Mic Stand System

With prices and inventory fluctuating, I will be maximizing the use of this grant once funding is approved.

Sincerely,

Jacob Boyd
Bearden High School Orchestra

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(b)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

Educational Project Grant

Congratulations!

Career Magnet Academy

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: Readers for Spanish 1

Andrea Pasillas - andrea.pasillas@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000077
Last submitted: Nov 27 2024 07:08 PM (EST)

GRANT APPLICATION

Completed - Sep 1 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Readers for Spanish 1
Amount Requested (up to $1,500)	750

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mrs.
First Name	Andrea
Last Name	Pasillas
Email Address	Andrea.pasillas@knoxschools.org
Address 1	5608 Chapman Hwy
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37920
Phone	8657892197

SCHOOL INFORMATION

School Name	Career Magnet Academy
School Address 1	7171 Strawberry Plains Pike
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37914
School Phone	8656223800
School Principal	Dr. Charlene Lewis
Principal Phone	8656223800
Principal Email	Charlene.lewis@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

Readers for Spanish 1 is an initiative to promote second language literacy in the Spanish 1 classroom. Reading is proven to be the quickest way to proficiency in any language, and since we have limited time in the classroom, it is crucial that students receive meaningful interaction with the language through reading. Ideally, students will read 2 books (leveled readers) in Spanish 1: one towards the beginning of the semester and one at the end. The funds received from this project would be a one time donation so that I can purchase a class set of readers on various titles for my current and future students to use.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

Novice language proficiency is the goal for Spanish 1 and reading in Spanish is the fastest way to achieve our proficiency goals. The selected texts will provided meaningful interaction in the language as well as provide culturally accurate representation of the people who speak Spanish throughout the world.

How many students will be impacted?

100+

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

Each reader is roughly $10. A class set of 30 is estimated $300. I would 2 titles, so that would be estimated at $600.

The class sets of books that I would like are titled "Capibara con Botas" by Mira Canion and "Tumba" by Mira Canion.

I would also use the remaining money to purchase a variety of readers for my students to read during "silent sustained reading" time. Currently, I do not have enough novice readers for each of my students to have a book on their level.

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

N/A

Signature



Date:

Sep 1 2024

TVA Simply Smart Grant Information
Andrea Pasillas
Career Magnet Academy
Fall 2024

Project Proposal & Impact:

Readers for Spanish 1 is an initiative to promote second language literacy in the Spanish 1 classroom. Reading is proven to be the quickest way to proficiency in any language, and since we have limited time in the classroom, it is crucial that students receive meaningful interaction with the language through reading. Ideally, students will read 2 books (leveled readers) in Spanish 1: one towards the beginning of the semester and one at the end. The funds received from this project would be a one time donation so that I can purchase a class set of readers on various titles for my current and future students to use.

Novice language proficiency is the goal for Spanish 1 and reading in Spanish is the fastest way to achieve our proficiency goals. The selected texts will provide meaningful interaction in the language as well as provide culturally accurate representation of the people who speak Spanish throughout the world.

Grant Budget:

Each reader is roughly $10. A class set of 30 is estimated at $300. I would like to have 2 titles, so that would be estimated at $600 plus tax and shipping.

The class sets of books that I would like are titled "Capibara con Botas" by Mira Canion and "Tumba" by Mira Canion.

I would also use the remaining money to purchase a variety of readers for my students to read during "silent sustained reading" time. Currently, I do not have enough novice readers for each of my students to have a book on their level. (estimated less than $150 which is what will be leftover after I purchase the class sets, titles of texts to be determined).

Copy of the Congratulatory Letter below:

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(C)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

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Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
Knoxville TVA Employees Credit Union
P O. Box 36027
Knoxville. TN 37930
Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

Carter High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: Calm-Down Corner

Lauren Morris - lauren.morris@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000140
Last submitted: Nov 28 2024 03:21 PM (EST)

GRANT APPLICATION

Completed - Sep 30 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Calm-Down Corner
Amount Requested (up to $1,500)	1,500

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mrs.
First Name	Lauren
Last Name	Morris
Email Address	lauren.morris@knoxschools.org
Address 1	750 Leadvale Church Rd.
Address 2	(No response)
City	White Pine
State	Tennessee
Zip	37890
Phone	865-919-4848

SCHOOL INFORMATION

School Name	Carter High School
School Address 1	210 N. Carter School Rd.
School Address 2	(No response)
School City	Strawberry Plains
State	Tennessee
Zip	37871
School Phone	865-933-3434
School Principal	Steve Killian
Principal Phone	865-933-3434
Principal Email	steve.killian@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

The counseling department has went through a lot of structural changes this past year. It now houses the only conference room in our entire school building. Due to the this change, there is a lot of traffic in our small office space, which has caused issues specifically when we have several students coming in highly upset and needing a quiet space to calm down. We have wanted to separate the back portion of our office from the front to create a calming space for students, which would provide a more comfortable, private area as well as have therapeutic interventions available such as fidgets, curriculum worksheets, journals, etc. Our goal would be to have this space as soon as possible and be set up before Spring Break of this school year.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

This project would provide a safer and more private space for students as well as help our counseling department purchase a better counseling and therapeutic curriculum that is more tailored to our high school students.

How many students will be impacted?

756

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

CBT Toolbox Curriculum-$40

Wall File Organizer and Folders-$60

Counseling Fidgets/Stress Balls/Games-$150

Small Journals-$100

Adult Coloring Books-$25

Pencils, Pens, Markers, Crayons-$50

Noise Machine-$40

Weighted Blanket-$50

The items listed above would be used as therapeutic interventions in the calm-down corner or to help organize those items.

Rolling Cart-$40

Large Cube Organizer-$170

Comfortable Chairs and Pillows-$350

Floor Lamp-$50

Rug and Tall Curtain-$125

Hand Sanitizer/Kleenexes-$50

The above listed items will be furniture needed for the space as well as the curtain that could help keep this space separate and more private from the busy front of the office. After assessing the space and researching through curriculum and different intervention costs, it would cost approximately $1,250 to complete the project. Any extra funds would be used to continue supply items when we run out such as tissues, paper, writing utensils, etc.

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

(No response)

Signature



Date:

Sep 30 2024

John Valentine Itemized Expenses & Equipment

Description	Vendor	Link	Cost	Quantity	Total
Creality 22W Laser Engraver 4-in-1 Rotary Roller Kit	Amazon	https://www.amazon.com/gp/product/B0CPSJQDPJ/ref=ox_sc_act_title_1?smid=A3HD8JN8KXNNW5&th=1		1	$999.00
Epson Premium Luster Photo Inkjet Paper (24" x 100' Roll)	B&H Photo	https://www.bhphotovideo.com/c/product/1823767-REG/epson_s450423_premium_luster_photo_paper.html		1	$141.00
3mm PVC Printable Blank Sheets 24"x36"	Print Edge		$10.00	20	$200.00
Wood & Tile	Home Depot		$160	1	$160.00
				Total	**$1,500.00**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(d)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
Knoxville TVA Employees Credit Union
P O. Box 36027
Knoxville. TN 37930
Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

Central High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

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Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: Central High School Digital Arts

John Valentine - john.valentine@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000143
Last submitted: Dec 2 2024 06:52 PM (EST)

GRANT APPLICATION

Completed - Oct 1 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Central High School Digital Arts and Design
Amount Requested (up to $1,500)	1500

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mr
First Name	John
Last Name	Valentine
Email Address	John.valentine@knoxschools.org
Address 1	2211 Manor Rd
Address 2	(No response)
City	KNOXVILLE
State	Tennessee
Zip	37920
Phone	8657059787

SCHOOL INFORMATION

School Name	Central High School
School Address 1	5321 Jacksboro Pike
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37918
School Phone	865-689-1400
School Principal	Daniel Rutig
Principal Phone	865-689-1400
Principal Email	danielle.rutig@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

We seek funding to establish to expand our comprehensive Digital Arts Program at Central High School which will empower students to engage creatively through the use of a laser engraver and large-format printing equipment. This year we opened a Studio Central which is a photography studio where our academy offers photography and graphic design services to our school and community. Our project goal is to broaden and enhance student engagement, promote student professional skillsets, and generate revenue through the sale of student-produced artworks and products. Our goal is to strengthen our Studio Central community outreach and reinforce our student real-world experience, which supports artistic expression and builds essential skills in the field of photography, graphic design, and entrepreneurship. With the purchase of the equipment and supplies, we are on our own timeline but hope to begin creating products by January of 2025.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

Having a laser engraver for school projects, merchandise, and school promotions can bring a wealth of benefits to students and the school community. Here are some key advantages:

Student Benefits:

Creative Expression: Students can bring their ideas to life, enhancing their creativity and problem-solving skills.

Technical Skills: Learning to operate a laser engraver develops valuable technical skills that can be useful in various fields, including graphic design, engineering and personal desires of entrepreneurship.

Problem Solving: Students gain experience in planning, executing, and completing projects, boosting their skills in the Adobe design software used to create the designs.

Collaboration: Working on group projects with clients instead of traditional assignments fosters teamwork and helps develop communication skills, and elevates the pride in their work.

Entrepreneurial Skills: Creating merchandise and products for our bookstore gives students a real-world experience with entrepreneurship, freelancing, and the reinforcing the value of communication.

Additional Benefits for Central Hiigh School and our Digital Arts program:

Enhanced School Spirit: Custom merchandise can promote school pride, student confidence in their skillset, and foster a sense of community among students and staff.

Fundraising Opportunities: Selling engraved merchandise can generate funds for school programs, clubs, or equipment upgrades.

STEM Engagement: Incorporating laser engraving into the curriculum can spark interest in STEM fields, encouraging students to pursue related careers.

Real-World Application: Students apply classroom concepts in a practical context, making learning more relevant and engaging.

I

Community Involvement: Creating merchandise for local events can strengthen ties with the community and promote school visibility. This will also allow industry partners in this field to share their experience and provide feedback on what the industry requires.

In summary, our goal is to give all students a skill they can take into the workforce and classroom experiences that give them the confidence to pursue their dreams knowing that they are achievable. This equipment will benefit current and future students in our Business and Design Academy. Our Academy has four teachers who will utilize and benefit from these resources including students in our digital arts program, photography classes, business and marketing courses, and students enrolled in Entepenureship who manage our school bookstore.

How many students will be impacted?

300+

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

We are looking to purchase a Creality 22W Laser Engraver 4-in-1 Rotary Roller Kit. This will allow us to print on glass, metal, wood, and other surfaces up to 17" x 16". This retails for $729. In addition, we will purchase an encased enclosure for the engraver for $69.00 to ensure student safety. We will purchase a variety of surface materials of wood, metal, and acrylic PVC for a start-up cost of $300.

https://www.amazon.com/gp/product/B0CPSJQDPJ/ref=ox_sc_act_title_1?smid=A3HD8JN8KXNNW5&th=1

https://www.amazon.com/gp/product/B0CH1BH7NN/ref=ox_sc_act_title_1?smid=A3HD8JN8KXNNW5&th=1

We have already purchased a large format 24" Epson printer and will use some of the funds to purchase PVC boards sized 16x20 and 24x36" to print and mount images around the school promoting school culture and showcasing images of our Academy programs. This startup expense will cost $300 and will provide approximately 30 images.

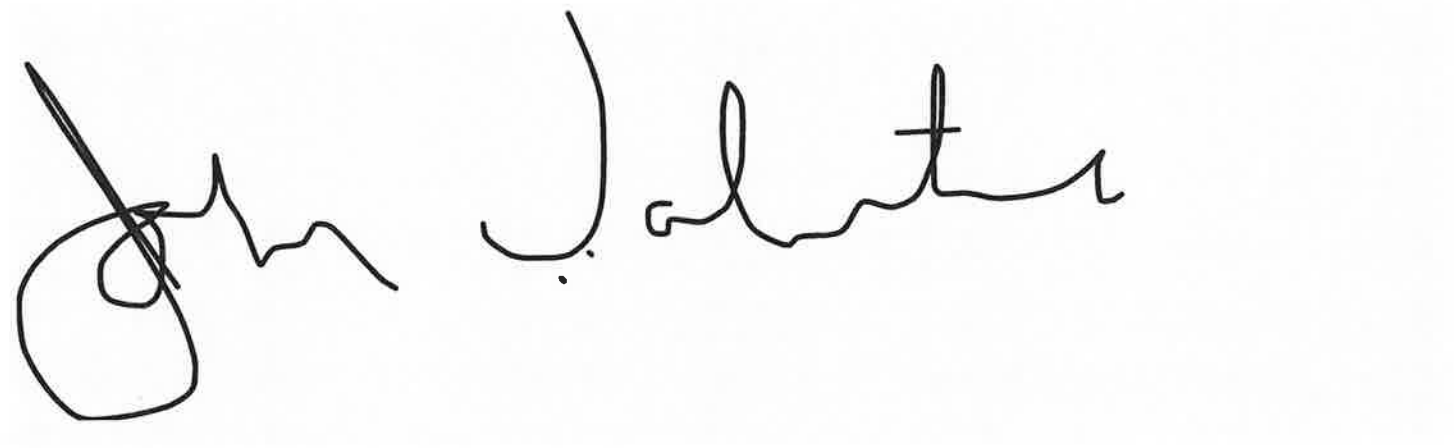
The overall project cost is $1398.00 assuming prices do not increase.

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

Any additional cost will be covered with funds from our Career and Technical Education Allocation funds used towards equipment and supplies.

Signature



Date:

Oct 1 2024

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(e)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

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Subject: RE: KCS TVA Simply Smart grant awards

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Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
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Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

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Educational Project Grant

Congratulations!

Farragut High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

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Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

From: KRISTI RAMSEY
To: HEATHER HENDERLIGHT
Subject: Farragut Coffee SS Grant
Date: Monday, December 9, 2024 1:06:11 PM

This is our application:

PROJECT INFORMATION

Project Title	Admiral Outlet "Blue Brew" Coffee Shop
Amount Requested (up to $1,500)	1500

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mrs.
First Name	Kristi
Last Name	Ramsey
Email Address	kristi.ramsey@knoxschools.org
Address 1	11237 Kingston Pike
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37934
Phone	8654054380

SCHOOL INFORMATION

School Name	Farragut High School
School Address 1	11237 Kingston Pike
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37934
School Phone	8654054380
School Principal	John Bartlett
Principal Phone	865-966-9775

Principal Email	john.bartlett@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? What is the time frame for completing your project?

The Admiral Outlet is the school store of Farragut High School ran by the VE Entrepreneurship business class. We sell spirit wear and other things for students inside the school commons. We are turning part of the store into a full fledge coffee shop. We have purchased 1/2 of the coffee equipment ourselves but we have to pay for the other half as well as building the counter where the coffee machine is going. This project will actually start next week since the coffee machines are coming in. We hope to be fully functional by the first week of November.
Our key activities are:
1. Purchasing the remaining coffee supplies.
2. Completing the designs and bill of materials for the coffee counter
3. Building the coffee counter and paying for it
4. Setting up the machine
5. Receiving training

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

Our class already has an HR, Marketing, Management, Sales, Design, and Finance department that runs the school store and the VE program. This addition to our store would add several new benefits to this class. One, every member of the class would be a trained barista. This would be a new addition skills to each member of the class. Second, it would add another level of business to our class, which is supply chain. Students have to find vendors for coffee, cups, creamers, and manage the ordering process. Third, it would actually be an entrepreneurial business start up. This coffee shop has never been done in Farragut schools. It has also been in the plan for over two years.

The benefits of this program will benefit FHS for years to come. Also we will be serving the staff and students of FHS for many years to come.

How many students will be impacted?

48+

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the

money will be used for and how these expenses are related to your program.

The actual coffee machine, espresso and capaccino maker is over $4000, and we have covered half of this cost.

We have to build a coffee counter that is 36" deep on one side and only 14" deep on the other where the consumer will order. This will be assembled out of wood and covered in shiplap to make it more appealing and sturdy. The back wall will be lined with a lower shelf for syrups and other items needed to complete coffee orders. Lastly there will be a wall shelving unit for display of coffee, coffee mugs, and cups that are for sale in the store.

We are hoping to complete the total project for close to $6000. We have raised $2700 in funding. That leaves $3300 to cover. We are asking for $1500 and we will fundraise the rest.

If the estimated project cost exceeds $1,500, indicate which expenses the SIMPLY SMART Grant will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

We feel like the Simply Smart grant will cover the cost of the counter and additional build in our store or it could partially cover the remaining machinery for the coffee maker. We would be happy to send in pictures. Also a before and after for your website. :)

BUDGET:

PO Simonelli Appia Compact 2 group 110v $2,000

What else do you need?



KNOX COUNTY BOARD OF EDUCATION

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_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(f)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

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Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
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Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
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West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

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Educational Project Grant

Congratulations!

Fulton High School

Dear Applicant,

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Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

GRANT APPLICATION

PROJECT INFORMATION

Project Title	Supportive Space for the Freshman Academy
Amount Requested (up to $1,500)	1400

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mr.
First Name	Charles (Chad)
Last Name	Negendank
Email Address	charles.negendank@knoxschools.org
Address 1	2509 N. Broadway St.
City	Knoxville
State	Tennessee
Zip	37917
Phone	865-438-4271

SCHOOL INFORMATION

School Name	Fulton High School
School Address 1	2509 N. Broadway St.
School City	Knoxville
State	Tennessee
Zip	37917
School Phone	865-594-1240
School Principal	Kendedrick Jones (Freshman Academy principal)
Principal Phone	865-594-1240
Principal Email	kendedrick.jones@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? What is the time frame for completing your project?

We intend to create a "supportive space" in the Student Support Office of the Freshman Academy here at Fulton High School. It will function much as a "calming corner" would in a classroom, but will be located in one part of a large office used for students to access needed resources and support throughout the day. The space will be painted and adorned with wall coverings, lamps and soft rugs to create a warm atmosphere and it will be furnished with a few different comfortable and flexible seat options.

In addition, we intend to equip the space with a sound machine, a variety of fidget toys and other sensory items, and a supply of meditative coloring books and markers/pencils to keep in the space. We will also purchase some items to give to students for focus/calming purposes (ex: additional fidget toys and sensory items such as stress balls, etc.). These are important additions so that students have tangible items to help them calm down, process thoughts and emotions, distract themselves, or to refocus on a particular task.

Once the funding is secured, we plan to order the majority of the materials from Amazon and purchase the others from Lowe's or another local store. Once we have the materials, we plan to set up the space and have it fully ready for students within a 2 week timeframe.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

Many of our students need a supportive space they can access throughout the day for purposes of taking a break, cooling down from a tense situation, or needing a space to process and return to their baseline. In fact, several of them have behavioral plans that require access to some type of calming space. While some classrooms have areas in which this can be achieved in minor situations and for very brief amounts of time, we need a welcoming and warm space outside the classroom environment that is accessible to all students in the Freshman Academy.

Although several of our offices (student support, counselor, principal) are already used for this purpose, we want to create a primary space outfitted with all of the environmental accents and behavioral items that will make the space meaningful and effective.

This space will be functional year after year and can serve hundreds of students in the coming years. It will only require occasional additions of supplies in the future which we can secure outside of this specific grant budget.

How many students will be impacted?

up to 250 each year

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

Budget details (see Project Description for relevance of items):

See separate document for Grant budget

SIMPLY SMART Educator Grant: Freshman Academy Supportive Space
Submitted by Charles Negendank, Fulton High School

Total estimated budget: $1400
Lowes ~ $300
Amazon Business ~ $1100 (overestimated due to price fluctuations)

Lowe's: ~$300

HGTV HOME Paint by Sherwin-Williams Eggshell Ultra White - Escape (light blue) 1 gallon - **$48.98**

Valspar - Paint Roller Kit **$15.98**

Mr. LongArm Polyester 9-Inch Paint Roller Cover with Powder Coated Steel Handle **$14.48**

Various plants - succulents, etc. **$70**

Various additional items as needed to prep space (light bulbs, etc): **$150**

Amazon Business: $947.19 (round up to ~$1100 to cover for price fluctuations)

FURNITURE and RUGS

Big Joe Classic Bean Bag Chair, Spicy Lime Smartmax, Durable Polyester Nylon Blend, 2 feet Round Milano Beanbag Chair Navy Smartmax
$94.41

Memobarco Ottoman Foot Rest, Thick Padded Saddle Seat with Bonded Leather and Metal X-Leg, Sturdy & Easy Assembly, Small Chair Under Desk for Vanity,Living Room, Couch, Black/Black,
$48.99

Yoobure Narrow Side Table, LED Night Stand with Charging Station End Table, 3-Tier End Tables Living Room with Adjustable Fabric Drawer
$45.99

VECELO Night Stand, End Side Table with Storage Space and Door,Modern Nightstands for Living Room,Bedroom (Brown)
$32.99
Marsmiles Floating Shelves, 17 Inch Wall Shelf Set of 3, Rustic Wood Shelves for Wall Storage, Wall Mounted Wooden Display Shelf for Bathroom Bedroom Kitchen, Rustic Brown
$35.89

Black Round Rug for Bedroom,Fluffy Circle Rug 4'X4' for Kids Room
$22.99
OLANLY Navy Blue Round Rugs for Bedroom - Machine Washable, 4x4 Feet Circle Area Rug
$19.98

Uvvyui Knot Pillow Ball, Soft Navy Blue Home Decor Knotted Pillows, Handmade Round Plush Throw Pillow, 11 inches
$23.99

Uvvyui Knot Pillow Ball, Soft Dark Grey Home Decor Knotted Pillows, Handmade Round Plush Throw Pillow, 8 inches
$16.99

LIGHTING and ACCENTS

Minetom Globe String Lights, 33 Feet 100 Led Fairy Lights Plug in, 8 Modes with Remote Mini Globe Lights for Indoor Outdoor Bedroom Party Wedding Garden Christmas Tree Decor, Warm White
$14.99

Unicozin Table Lamp, 3 CCT 3000K/4500K/6500K & RGB Color Changing, Stepless Dimmable Bedside Lamp for Reading
$20.99

Lightshare New 18Inch 36LED Acrylic Blossom Bonsai Light, Clear Acrylic Flower, Battery Powered for Home Decoration
$23.54

LIGHTSHARE 18 Inch Cherry Blossom Bonsai Tree, 48 LED Lights, RGB with Remote Control, 16 Color-Changing Modes, 24V UL Listed Adapter Included, Metal Base Ideal As Night Lights
$26.99

Baby Sound Machine, Momcozy White Noise Machine for Baby Sleeping with Night Light, 34 Soothing Sleep Sounds, Timer, App Remote Control, Personal Sleep Routine Alarm (Blue)
$35.99
Amazon Basics 16-Inch 3-Speed Pedestal Floor Fan, Standing Fan for Home, with Oscillating Dual Blades, AC Motor, With Remote Control, Timer, Tilted Head, Black
$39.99

Fuxdre Artificial Succulent Plants with 3 Pcs, Succulents Plants Artificial with Vintage Plastic Waterproof Pot
$24.99

WALL HANGINGS

Homiest 3D Ocean Tapestry Wall Hanging Sun Sunset
$9.98

SHUIHAN Vintage Sun Tapestry Bohemia Wall Hanging Retro 70s Rainbow Sunrise Sunset Geometric Grunge Abstract Art Print Hippie Decor for Dorm Nursery Bedroom (51 x 59inch)
$12.95

COLORING SUPPLIES

100 Amazing Patterns: An Adult Coloring Book with Fun, Easy, and Relaxing Coloring Pages
$11.69 - Qty: 3
$35.07

Bulk Advanced Coloring Books for Adults, Teens - 10 Pc Adult Coloring Book Set | Relaxation Coloring Bundle with with Mandalas, Quotes, Meditative Designs, and More
$24.99

CBT Adult Coloring book Including worksheets and 85 meditative coloring pages
$9.99

Pasimy 3 Pieces Giant Coloring Posters Mandala Animals Jumbo DIY Drawing Paper Large Coloring Sheets Huge Mandala Coloring Pages for Adult Kids Home Classroom Craft Art Activity, 11.8 x 118in
$14.99

Ohuhu Markers for Adult Coloring Books 60 Colors Coloring Markers Water-based Dual Tips Fineliner & Brush Drawing Pens Art Markers for Kids Adults Sketch Journal - Maui - White,
$17.99

PRINA Art Supplies 120 Colors Colored Pencils Set for Adults Coloring Books with Sketchbook,
$22.39

Eglyenlky Colored Markers for Adult Coloring Books, Dual Tip Brush Pens with 100 Watercolor Fine Tip Markers and Brush pens for Kids Drawing Calligraphy
$24.66

FIDGETS, STRESS BALLS, SENSORY ITEMS

200 Pcs Acupressure Rings Spiky Sensory Finger Rings Stress Relief Fidget Sensory Toys Fidget Ring Anxiety Relief Toys Finger Massager Ring Stress Reducer Ring for Men, Women (Vivid Color),
$26.99

Mydio Set of 24 Stress Balls Stress Reliver Party Favor Soft PU Ball Assorted Colors Random Pattern Party Toys Kids Play Ball Tent Ball Toddler Ball 24 Pack
$15.99

Lumarice Stress Balls (5 Pack) for Kids and Adults - Stress Relief Balls with Motivational Quetos - Hand Exercise Balls to Relieve Anxiety and Stress
$8.72 - Qty: 5
$43.60

Brainwright - ICOSA - The Atomic Fidget Ball - Twist, Turn, Fidget!
$10.83 - Qty:3
$32.49

50 Pcs Fidget Toys Pack - Kids Stocking Stuffers Gifts for Kids, Party Favors - Adults Stress Relief Sensory Toy - ADHD Toys Bulk for Classroom Treasure Box Prizes - Pop Its
$24.45 - Qty:2
$48.90

MOZACI Fidget Toys, 120 Pack Fidgets Set Autism Sensory Toy Bulk Adults Kids Boys Girls Teens Stress Autistic ADHD Anxiety Carnival Treasure Classroom Prizes
$16.99 - Qty: 2
$33.98

Chair Bands for Kids with Fidgety Feet, Alternative Seating in Classrooms, for Kids with Sensory ADHD ADD Autism and Sensory Needs
$9.97
Amazon Basics 3lbs Moldable Sensory Play Sand with Castle Molds and Tool Set, for Kids Ages 3 and Up, Medium, Natural Sand, 11 Count (Pack of 1)
$17.57

Kinetic Sand, 2.5lbs Purple Play Sand, Moldable Sensory Toys for Kids & Classroom, Resealable Bag, Back to School Teacher Must Haves, Ages 3+
$14.99

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(9)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
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Educational Project Grant

Congratulations!

Gibbs High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: Academic Integrity Made Easier

Crystal Braeuner - crystal.braeuner@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000121
Last submitted: Dec 1 2024 08:56 PM (EST)

GRANT APPLICATION

Completed - Oct 1 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Academic Integrity Made Easier
Amount Requested (up to $1,500)	300

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mrs.
First Name	Crystal
Last Name	Braeuner
Email Address	crystal.braeuner@knoxschools.org
Address 1	1714 Cunningham Rd
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37918
Phone	865-384-2195

SCHOOL INFORMATION

School Name	Gibbs High School
School Address 1	7628 Tazewell Pike
School Address 2	(No response)
School City	Corryton
State	Tennessee
Zip	37721
School Phone	865-689-9130
School Principal	Jason Webster
Principal Phone	865-689-9130, ext. 72505
Principal Email	jason.webster@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

The ELA department is in dire need of a reliable and accurate AI and plagiarism detector. We are required to assign a minimum of four major essays per semester, not including any timed writings, paragraphs, exercises, etc. that make up our curriculum. As COVID forced students and educators to work virtually, the plagiarism has increased. Additionally, ChatGpt and similar programs have added a layer of difficulty in discerning student work from AI-generated words. Even if we as teachers can easily identify when the writing is not congruent with the student's writing skills, it can be difficult to prove.

There are several websites that we can use for free detection when necessary. However, there is a limit of how many documents you can inspect, and eventually it goes to a paywall. In addition, the results are not always as detailed as they would be with a premium account.

My plan:

Step One (1 week max): Survey ELA (and possibly other) department members to discover which websites they prefer to scan perceived plagiarized or AI-generated student work. Collect the data and use a spreadsheet to discuss the pros and cons of each website in a department meeting.

Step Two (1 week max, immediately following Step One: Explore the top three options and look over premium account offers. Compare the pricing. Make note of which platforms provide traditional subscription options versus tokens for an established number of documents.

Step Three (1-2 weeks max.): Once we have vetted and finalized a choice of platform as a department, establish whether or not this would require any sort of consultation or presentation from a representative.

Step Four (1 week max.): Settle on a subscription package (or token program, if this better fits our needs), and take all the necessary bookkeeping steps (purchase order, documentation, etc).

Barring any delays with purchase, consultation needs, etc., we could begin implementing these programs before the end of the year and make them established practices by the Spring 2025 semester.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

In today's world, the general philosophy regarding plagiarism/academic dishonesty has shifted. Students are focused on getting the assignment done quickly and hoping the teacher won't notice, and many parents are unaware of their choices (or, in some cases, do not see it as a problem). The moral argument (this is cheating, this is stealing, this is not your insight etc.) simply doesn't work. Even the students most capable of submitting high-quality work would rather cheat or use AI because it's quick and easy. They don't value the learning or the mental exertion it requires; they want points for turning something in.

AI programs are not inherently "evil." There are many practical and responsible uses even in the classroom setting. Generating ideas, researching, and outlining are just a few ways students can utilize these programs without having it do the thinking for them.

That said, because too many students generally don't value academic integrity, they are not displaying true mastery of the content. We hand them their diplomas and send several of them onto remedial college courses because they didn't obtain the skills they needed in high school. Why? Because the Internet (or a "Course Hero) did the work for them.

This issue is not limited to ELA courses. Last year, Gibbs devoted hours of collaboration on Early Release Days to using ELA writing models in ALL courses to meet our school's overall literacy goals. Many teachers across the building bought into the initiative, and we are seeing much more writing across the board. This is great news...until you factor in plagiarism and AI dependence.

How many students will be impacted?

Approx. 600-700 students

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

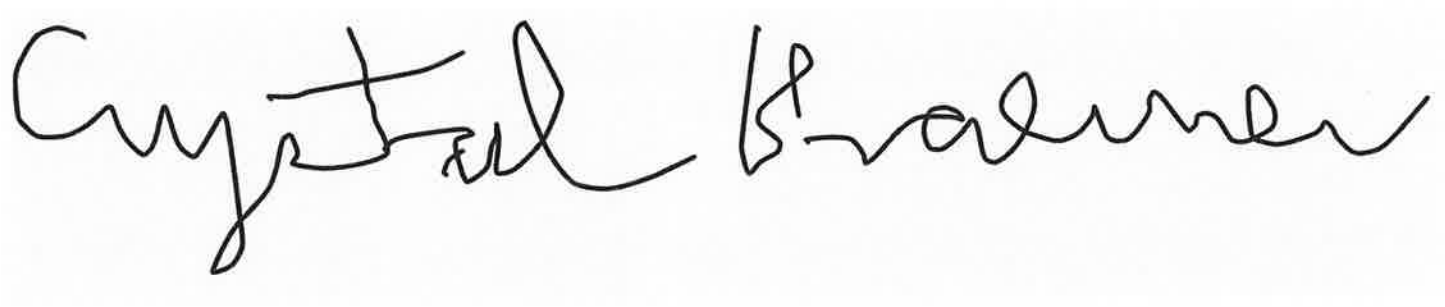
I have been personally researching several websites that offer plagiarism and AI detection. A recent article on Scribbr.com, entitled "Best Plagiarism Checkers, Compared "(by Koen Dreissen, published 8/26.2024) has a detailed list of top programs, complete with pros and cons (they even have screenshot examples), so I have leaned heavily upon that data. Their data takes into account the following: "Access to the biggest and most varied database, ability to detect the most plagiarism for the most source types, ability to detect plagiarism when the plagiarized texts have been paraphrased, highest quality of matches, (and)
level of user-friendliness and trustworthiness." (Koen)
We have approximately $1,400 in our budget, but we have not yet received the numbers of fee waiver monies (our bookkeeper stated that those funds will not be available until around November. The sooner we can create a purchase order for our chosen platform, the sooner we can start implementing it and saving time on grading (time that can now be transferred to richer feedback and instruction).

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

In terms of pricing, some of the websites require a bit of digging. After averaging yearly subscription options, I have concluded that the average fee for the most expensive programs is approximately $300.00. I am requesting this amount to provide as many options as possible for our department to choose from. Excess money from the grant could potentially be used for a longer subscription or supplementing with a program that assists with student revision and feedback (such as No Red Ink, Eli review, etc.)

Signature



Date:

Oct 1 2024

Simply Smart Grant Costs

Item	Cost per itme	# items	total cost
Wall mirror fountain	$499	1	$499
2, desktop fountains for cosmetology	$30	4	$120
Distilled water; box of 12 running fountains	$100	4	$400
Vinegar for cleaning: 2 gallons in a box	$6.00	2	$12.00
lumber & materials for CTE to build base			$200
extra supplies for adding natural ambiance (greenery, pot trees, lighting, etc)			$200
Total estimated costs:			$1,431

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(h)

APPROVED AS TO LEGAL FORM

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Gary Dupler, Deputy Law Director

Date: 12/16/2024

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Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

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Educational Project Grant

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Gibbs High School

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Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

PROPOSED SIMPLY SMART GRANT FOR GIBBS 3COUNSELING & SELECTED CTE PROGRAMS
PROJECT TITLE: Outside In: Change your space, change your outlook.
Account: malee.hogan@knoxschools.org

PROJECT DESCRIPTION
PROJECT DESCRIPTION Key activities to pursue, and why important?
Gibbs School Counseling department wishes to use the Simple Smart Grant to introduce to students the concept of causation between Inner and Outer environments. Specifically, how changing one's physical environment can also change a person's social/emotional state. Funds would be used to purchase items that could add a calming ambience to the counseling office lobby. Additionally, school counselors will collaborate with three CTE programs to extend the project to hands-on teaching and learning. The three CTE programs include: Cosmetology, Structural Systems and Electrical Systems. This collaborative project will teach students how making simple changes in physical space can enhance their overall well-being. This project aims to provide enhanced ambiance to physical spaces, but also demonstrates how students can exert control over their environment to help their emotional state.

PROJECT DETAIL
The Counseling office will purchase a 6 foot wall waterfall and the Cosmetology department will purchase 4 mini-waterfall stations to display at selected cosmetology work-stations. Reaching outside the counseling office and including specific CTE classrooms, students can see that the benefits of a calming space is not exclusive to times when they are in crisis. Rather, students can learn the importance of infusing elements of nature into their everyday lives. Informally, this collaboration will increase awareness of both exposure to the counseling office and the cooperating CTE programs.

Why is this project important? Put simply: high school is hard. Students today are faced with rising rates of anxiety and depression. In fact national reports indicate that 1 in 5 students report feelings of anxiety or depression. At Gibbs High School this means that at any given time over 200 students are emotionally distracted and unable to properly attend to the business of school. The data at Gibbs for students expressly requesting to see counselors for social/emotional reasons tracks with this 20% rate. Loss of focus means loss of learning. This project aims to put into action environmental changes aimed at redirecting chaos into learned calm.

Project Timeline:
January - February, 2025: receive materials
Spring, 2025: implement cosmetology fountains at student spa stations
Late Spring/Early Fall 2025: Structural Systems classes build base for counseling wall fountain.

Duration of project: The benefits of this program will be ongoing once installed. Students and staff will experience the benefit of enhanced ambiance as well as learn the steps involved when building or adding such structures into one's work or home environment.

PROJECT IMPACT
How will students benefit from our project? What meaningful additions will this experience bring to your school or classroom?

Before I talk about the meaningful additions this project will bring, let me share what we've done prior to this project. Each year, school counselors deliver a number of programs and deliver 1:1 support for students in emotional crisis. Last year, in an effort to implement simple calming strategies, the counseling office made a change in the lighting of their lobby. Students and staff describe the space as "that office with the twinkle lights" and report feeling immediate calm when they step into the office. Gibbs has also benefited from a recent increase in full time student support staff (social worker/school

counselor) in the last two years. These efforts have paid off. The number of students reporting the need of social/emotional help at school has reduced by roughly two percent.

While the trend line is going down, staffing ratios are not permanent and Gibbs may see negative impacts from the impending loss of a counseling position starting next year. Furthermore and quite frankly - a reduction of 2% is just not enough. We must continuously work to teach students simple ways to work through and reduce stress.

Although we have little control over staffing matters, there are a number of things we can do to change the school environment which could help provide a calmer atmosphere for student learning. Decades of research have shown that a calm, physical environment and exposure to the elements of nature improves emotional well-being. Put simply: transforming spaces at school can help increase focus and decrease feelings of panic and despair. This project aims to teach students how changing their space can change their outlook.

Number of students impacted?

This project has the potential to impact all 1,030 students enrolled at Gibbs since all students have access to the counseling office. Specifically, we know that 200+ students who are in direct emotional crisis will be helped as they will have access to the redesigned lobby which will be transformed into a calming center. An additional 120 CTE students and staff will have hands-on experience to design and construct a base for the fountain. This project will give students practice in project management and teach skills needed to determine the many elements involved in transforming a workplace. Students will also be able to experience the practical effects of introducing calming elements into the classroom. This project also seeks to normalize ambience as not just a feature needed when a student is in crisis (e.g., a counseling office), but also an important aspect which can be added to any environment - work or home.

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. What will the money be used for? How are these expenses related to your program?

Expenses:

Item	Cost per itme	# items	total cost
Mirrored wall fountain	$499	1	$499
Package of 2 desktop fountains for cosmetology spa stations(total of 4 fountains)	$30	4	$120
Distilled water; box of 12 gallons for replenishing fountains for 9 months	$100	4	$400
Vinegar for cleaning: 2 gallons in a box	$6.00	2	$12.00
lumber & materials for CTE to build base			$200
extra supplies for adding natural ambiance (greenery, pot trees, lighting, etc)			$200
Total estimated costs:			$1,431

All above expenses are required to set up and implement the structures in both the counseling office and the cosmetology classroom. Expenses are related to the counseling program as it allows for an enhanced ambiance in our lobby to help calm students, staff and parents when seeking counseling services. Expenses of the spa station fountains teach CTE students the main elements to consider when making work or home environments more inviting. Additionally, the expenses such as having a stock of distilled water address factors such as the importance of considering ongoing maintenance when adding elements to the home or work environment.

Quantity	Item	Total Cost
12	Advocate A Graphic Memoir of Family, Community, and the Fight for Environmental Justice By Eddie Ahn	$240.00
12	When Stars Are Scattered By Victoria Jamieson	$120.00
12	When You Trap a Tiger	$86.16
20	Manga Classics, The Scarlet Letter	$346.40
15	The Great Gatsby, Graphic novel	$255.00
20	One Crazy Summer	$139.80
20	1984, Graphic novel	$307.80
	Total	**$1,495.16**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-086 (i)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
Knoxville TVA Employees Credit Union
P O. Box 36027
Knoxville. TN 37930
Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

Halls High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: Bridging the Literacy Gap

Claire N-Johnson - claire.niedzwiedzki@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000058
Last submitted: Aug 23 2024 03:22 PM (EDT)

GRANT APPLICATION

Completed - Aug 23 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Bridging the Literacy Gap
Amount Requested (up to $1,500)	1500

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mrs.
First Name	Claire
Last Name	Niedzwiedzki-Johnson
Email Address	claire.niedzwiedzki@knoxschools.org
Address 1	4161 Foothills dr.
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37938
Phone	8032691465

SCHOOL INFORMATION

School Name	Halls high school
School Address 1	4123 Emory Rd.
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37938
School Phone	865-922-7757
School Principal	Spencer Long
Principal Phone	865-922-7757
Principal Email	spencer.long@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

Goal: increase the literacy rate of ESL students by studying accessible versions of canonical books and other fiction books.

How: by integrating graphic editions, abridged novels, and accessible fiction books into our curriculum.

Time frame: this project will be carried over the school year and will be done again the following years.

Activities: literary treasure hunts, essays, reading, creative writing, plays (writing and acting).

Why is it important:

Our project involves getting graphic novels and abridged editions of books taught in the English curriculum for ESL students who do not yet have the competency to read canonical works in their entirety, but who do need to be prepared for this task.

The ESL curriculum contains only 3 textbooks that cover 3 levels of English proficiency. This means that sometimes students who arrive in 9th grade with an intermediate proficiency level will be stuck doing the same textbook for 4 years in a row.

Our curriculum does not include any fiction books and as such does not adequately prepare our students for the demanding tasks required of them in a regular English class. I would like to offer them the opportunity to read and study books that match their literacy level or are slightly above their literacy rate in order to facilitate their transition into regular English classes. I would therefore like to include graphic novels, stories, and adaptations to our curriculum.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

We currently serve 49 students, but our ESL population is constantly growing. Moreover, this project will have a positive impact on regular English classes that serve hundreds of students. ESL students take English classes with non-ESL students and these classes will also directly benefit from our project by having students who are more engaged simply because the content will be more accessible to them.
Secondly, increasing the literacy rate of our ESL students will have repercussions in Halls' communities. Our students are sometimes the only person in their family who can understand English, they also have younger siblings in the elementary and middle schools. If they become more proficient in reading, they will be able to pass their skills on to their younger siblings. We could see a direct impact on the literacy rates of entire communities.

How many students will be impacted?

49

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

Graphic Shakespeare, $15.89, 20 books needed = $317.80
Because Shakespeare is taught throughout high school, this edition will be a valuable tool to prepare our students and help them understand the themes of different shakespearian plays.

1984, Graphic novel, $15.39, 20 books needed = $307.80
This is another classic that students have to study.

Manga Classics, The Scarlet, $17.32, 20 books needed = $346.40
This original format has the potential to get students engaged with a challenging story and get them interested in classics. It will be a wonderful tool to unpack the themes developed in the story before they have to write essays on it.

Farenheit 451, the Authorized Adaptation, Graphic novel. $11.34, 20 books needed = 226.80
This is another classic high school read that can be quite challenging to read. This format will be a great introduction to the canonical work.

The Great Gatsby, Graphic novel, $17, 15 books needed = $255

Other works of fictions that would help our students develop an appreciation for reading:

Advocate: A Graphic Memoir of Family, Community, and the Fight for Environmental Justice.
$20.30, 20 books needed = $406
This book would be a great way to teach our students that they can make a difference in their community no matter where they came from. It's a book about empowerment with an engaging backstory.

When Stars are Scattered, $9.37, 20 books = 187.40
This book is an easier read about a topic that directly relates to our students. The book is about overcoming obstacles and resilience, topics that tie in with our students' lives at a very personal level.

A Wrinkle in Time, Graphic novel and regular edition, respectively $1.92 and 6.74. 20 copies for $373.20.

One Crazy Summer, $6.99, 20 copies for $139.80. This book is an easier read about a story that our students can relate to. It will be an asset to make them interested in reading.

Pearl, Graphic novel, $11.69, 20 copies for 233.80

Lucky Broken Girl, $6.99, 20 copies for $139.80

When You Trap a Tiger, $7.18, 20 copies for $143.6

Journey to the Center of the Earth, Graphic, $8.40, 12 copies for $168.

Total investment : $2871.80

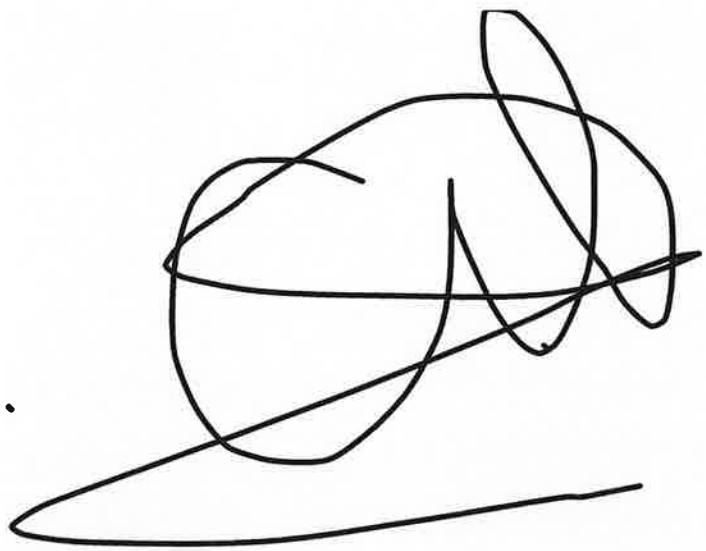
If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

Our budget can be adjusted depending on how much money we will get. We can order fewer copies or fewer kinds of books. It is a long term plan to increase the literacy rates of our students over 4 different classes that may also be able to share books.

We are also hopping to apply to the Knox County School curriculum grant that would provide us with the remaining amount of money.

Signature



Date:

Aug 22 2024

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(3)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: _____

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
Knoxville TVA Employees Credit Union
P O. Box 36027
Knoxville. TN 37930
Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

Hardin Valley Academy

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

GRANT APPLICATION

simplysmart.smapply.org/tsk/31860822/frm/269493529

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Dynamic Classroom Seating for Improved Behavior and Productivity
Amount Requested (up to $1,500)	1,500

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mrs.
First Name	Carrie
Last Name	Brimi
Email Address	carrie.brimi@knoxschools.org
Address 1	1724 Winding Ridge Trl
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37922-7148
Phone	8655672785

SCHOOL INFORMATION

School Name	Hardin Valley Academy
School Address 1	11345 Hardin Valley Road

School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37932
School Phone	(865) 690-9690
School Principal	Dr. Kirk Renegar
Principal Phone	(865) 690-9690
Principal Email	kirk.renegar@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

School-based therapists and teachers are seeing an increasing number of children with ADHD, many of whom have sensory-motor issues that impact school participation & success. I propose the use of dynamic seating as a support strategy to assist ADHD students improve in-seat behavior, productivity, and academic success. I would like to purchase 10-12 Motion Stools by UPLIFT Desk. These stools have weighted support for stablity and a convex base allows it to pivot a complete 360°. It has stury components that adjust for differing heights and includes a 15 year warranty, both important for continued use in a public school setting. I would purchase as soon as possible for use starting in the 2024-25 school year and using them through to 2036. Students in my reading intervention class have just completed reading fluency checks that I would use as a baseline before using dynamic seating and compare these results to future fluency checks post dynamic seating.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

A 2006 study, "Alternative seating devices for children with ADHD: Effects on classroom behavior" published in Pediatric Physical Therapy Journal found that all participants with a diagnosis of ADHD demonstrated immediate improvement in in-seat behavior when seated on a form of dynamic seating. Productivity also increased during use of dynamic seating, with ADHD students surpassing the class mean on 1 or more assignments. They also

reported a preference for this seating, and indicated perceived improvements in attention, productivity and comfort. Even students without ADHD, preferred dynamic seating. Likewise, teachers preferred dynamic seating & requested continued access to alternative seats.
How many students will be impacted?

1,080

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

Each motion stool retails for $129. If I can purchase these during current sales event I can use the discount to purchase 12 stools rather than 10. These stools will be used in two classrooms, one with a higher percentage of ADHD students. Using 12 stools for 8 classes throughout a school year for 15 years will provide 1,080 ADHD students the opportunity for improved behavior, productivity, and academic success.

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

(No response)

Signature



Date:

Sep 21 2024

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(K)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

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Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
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Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
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Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

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Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

Karns High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: Virtual Business High School

Robert Arvin - bj.arvin@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000082
Last submitted: Nov 27 2024 04:55 AM (EST)

GRANT APPLICATION

Completed - Sep 6 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Virtual Business High School
Amount Requested (up to $1,500)	1360.00

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mr.
First Name	Robert
Last Name	Arvin
Email Address	bj.arvin@knoxschools.org
Address 1	9809 Rising Ridge Way
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37931
Phone	8159535256

SCHOOL INFORMATION

School Name	Karns High School
School Address 1	2710 Byington Solway Road
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37931
School Phone	8655398670
School Principal	Laicee Hatfield
Principal Phone	8655398670
Principal Email	laicee.hatfield@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

Virtual Business (VB) High School simulations are browser-based, online business simulations that provide you with an interactive curriculum to teach business, marketing, financial literacy/personal finance, and much more.

There are nine total different simulations and we would like to implement one of them into either our Marketing, Entrepreneurship or Finance classes as well as use the simulations for DECA competitions on the state and national/international level.

This first round, we are going to implement the Retailing Simulation. With Virtual Business – Retailing, students start with a familiar grocery/convenience store. As their retail knowledge deepens, students later manage sporting goods and electronics retailers. Students learn promotion/marketing strategies including traditional media and new options such as email campaigns. Students can fully design the retail layout of their stores. Grocery stores highlight perishables; sports stores highlight seasonality; electronics stores highlight personal selling. The "Mega-Mogul" project lets advanced students establish a retail empire of multiple stores in multiple product categories. Newly improved multiplayer mode lets students compete in class or from home, at your option.

The time frame for completion would be implementing the simulation into one class as well as DECA during the second semester 2025 as well as the next 2 school years. The plan is to also find funding after the 3 year license to continue.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

In Marketing classes, it would give students the chance to get "work" experience in a situation that they normally may not have an opportunity to have. Some students are unable to have a job or have entry level jobs so this would bring equity and access to those students and give them a more practical view of how a business operates rather just theoretical. In the thread of equity and access, it would also give some of our DECA competitors another opportunity to compete where their strengths may be.

How many students will be impacted?

30

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

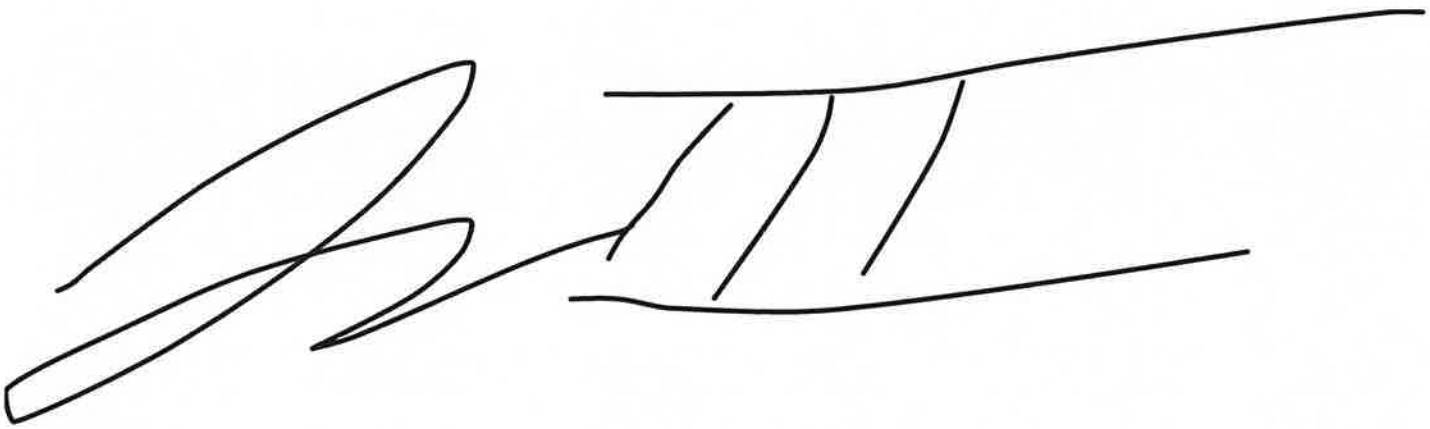
The 3 year license for 30 users at a time is $1360. I have been in contact with the sales representative at Knowledge Matters.

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

The $1360.00 being requested would cover a 3 year license for 1 of the 9 simulations. I will be looking for other funding sources to add more simulations

Signature



Date:

Sep 6 2024

From: BJ ARVIN
To: HEATHER HENDERLIGHT
Subject: Re: Congratulations! TVA SimplySmart Grants
Date: Monday, December 2, 2024 10:57:53 AM
Attachments: image003.png
Congratulatory_Letter.pdf
TVA Grant Application.pdf

Good Morning.

I have attached the award letter and grant application.

Below is what I intended to purchase.

Knowledge Matters
3 years up to 30 concurrent users
Retailing Simulation
$1360.00

Please let me know if you need anything else.

B.J. Arvin

Karns High School
Virtual Enterprise International, AP Psychology, Entrepreneurship, Marketing & Psychology/Sociology
CTE Department Chair
Lead Teacher
Bowling Coach

From: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Sent: Monday, December 2, 2024 10:33 AM
Subject: Congratulations! TVA SimplySmart Grants

Good morning,

I am writing to ask if you could please send the following items to me so I can get your grant award added to the January School Board Agenda for approval. Once the school board approves these grants you school will be able to spend the funds.

1. A copy of the award letter/email from TVA SimplySmart.
2. A copy of your award proposal (a copy of what you sent to TVA Simply Smart)
3. A copy of your grant budget (itemized list of what will be purchased).

All TVA SimplySmart grant awards must be combined into one item on the school board agenda. Please let me know if you have any questions about the KCS grant process.

Congratulations on your award!

Heather Henderlight, Ed.S
Grant Writer | Project Management
Strategy Division
UT Tower 613B
(865) 594-8080
Click here to get started locating and pursuing grant funds!

PROJECT MANAGEMENT
KCS | KNOX COUNTY SCHOOLS

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886 (L)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
Knoxville TVA Employees Credit Union
P O. Box 36027
Knoxville. TN 37930
Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

Kelley Volunteer Academy

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: Incentivizing Student Success

Jordan Abba - jordan.abba@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

GRANT APPLICATION

Completed - Sep 30 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Incentivizing Student Success
Amount Requested (up to $1,500)	1500

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mrs.
First Name	Jordan
Last Name	Abba
Email Address	jordan.abba@knoxschools.org
Address 1	4143 Oakstone Lane
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37918
Phone	8659513419

SCHOOL INFORMATION

School Name	Dr. Paul Kelley Volunteer Academy
School Address 1	535 Chickamauga Ave
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37917
School Phone	8653626801
School Principal	Dr. Sofia Roth
Principal Phone	8653626801
Principal Email	sofia.roth@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

Paul Kelley Volunteer Academy is a non-traditional, self-paced high school primarily for seniors who have found themselves in credit trouble and are in danger of not graduating. Students come to us as their last chance, but since these students often have not had a positive school experience, we are committed to providing a positive environment where students cannot fail.

Because of the demand for our limited 115 seats, we try to graduate students as soon as possible, which demands sustained motivation, so we can accept those on our waiting list. This year, we would like to use our student incentive Kelley Kash system to allow students to earn "money" that they can use to purchase lunch and other special treats from food trucks.

Once a month, we determine which classes will carry the most value if credit is earned. For example, Algebra II is the most difficult, time-consuming class. We might offer students enough Kelley Kash to purchase a meal from a food truck for completing the credit by the deadline. Sometimes, we may determine that completion of a series of classes that have a high enrollment wait period will earn the incentive. Doing so allows us to make space for additional students needing these credits.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

We tested this incentive model last September, offering Kelley Kash to purchase Kona Ice. Students earned 101credits in 10 days, 50 of our 78 students qualified for the incentive, and we had 3 graduates, which made room for additional students in classes and in our school.

We had almost 100% participation in our programs over the course of the school year with students asking when the next event will be as soon as the last one ended. At the end of the year we offered a dunking booth which went over very well with many students able to participate because they had completed the necessary credits making them eligible for a chance to dunk the principal.

Since we only offer a hot lunch once a week and with our Free-/Reduced Lunch rate at 100%, our students are highly motivated by food. Other breakfast and lunch offerings are cold-served only since we do not have cafeteria.

How many students will be impacted?

200+

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

When we tested the incentive model last September, Two Men and a Truck gave us $200 to purchase Kona Ice for50 students.
We would like to offer the incentive at least monthly. Food truck offerings range from $5 and up. We can control the expenditures by making the incentive a competitive one; however, we are hoping that the Simply Smart grant will allow us more flexibility so we can accommodate all students who can earn within an incentive period.
We will start using funds from this grant in December, which will allow us a budget of $250 per month.

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

If we exceed the $250 per month average, we will use Simon Youth Foundation money to fund the difference.

Signature



Date:

Sep 30 2024

Principal Recommendation

Completed - Sep 30 2024
Recommenders
Recommender:
Sofia Roth <*sofia.roth@knoxschools.org*>
Request Date:
Sep 30 2024 09:51 AM (EDT)
Content:
Form

Principal Recommendation

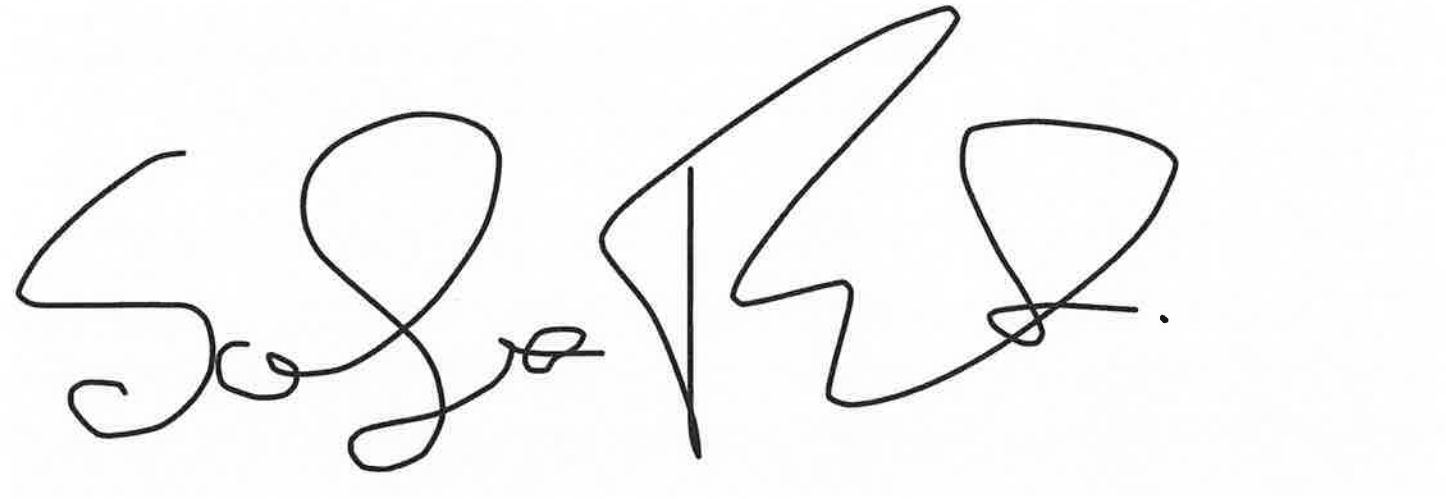
First Name	Sofia
Last Name	Roth
Email	sofia.roth@knoxschools.org

Recommendation

Responses Selected:

I have reviewed this grant proposal and approve its submission for consideration to the SIMPLY SMART Foundation for Education.

Signature



Date:

Sep 30 2024

Consent Form

Incomplete

Consent Form

PHOTO RELEASE

Knoxville TVA Employees Credit Union Foundation for Education and Knoxville TVA Employees Credit Union may use photographs, slides, videos or illustrations of students in newsletters, publications produced, slide presentations, and/or websites by the news media, news coverage, video productions produced by Knoxville TVA Employees Credit Union and in other forms of communication. Local media (TV, newspaper, radio stations) frequently want to interview students to add a personal touch to stories. Educator and student comments may be used in newspapers, broadcast radio, TV or the Internet.

For Educators

No Responses Selected

(Post-Grant documentation will be sent upon receipt of completed Consent and Principal Acknowledgement Forms)

Educator Name

(No response)

Educator Signature



Date

(No response)

Principal Acknowledgement

Incomplete

Please submit a request to your Principal to acknowledge your receiving of the **2024 SIMPLY SMART Educator Grant.**

Recommenders

Quantity	Item	LINK	Unit Cost	Total Cost	Vendor
1	Affordable 3D Printer	https://flashforge.com/products/adventurer-5m-3d-printer	$400	$400	Flashforge
2	Architect Kit	https://us.arckit.com/products/go-eco	$120	$240	Arckit
2	Bridge supplies kit	https://www.acsupplyco.com/ac-supply-balsawood-bridge-24-pack	$102	$204	AC Supply
1	Cardboard	9x7G4gKZWJYjv_FeLEKUATLX-OiGHG6ibERZJGZZxkqNffe2B0gn-vlh	$50	$50	Amazon
3	Raspberry Pi kits	https://store.freenove.com/products/fnk0020	$50	$150	Freenove
3	Fuel-Cell powered au	https://www.fischertechnik.biz/h2-fuel-cell-kit	$128	$384	Fischertechnik
				$1,428	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(m)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
Knoxville TVA Employees Credit Union
P.O. Box 36027
Knoxville, TN 37930
Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

L&N STEM Academy

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: Rapid Prototyping for Robotics & Automated Systems Course

Veronica Cordell - veronica.cordell@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000128
Last submitted: Nov 25 2024 03:59 PM (EST)

GRANT APPLICATION

Completed - Sep 25 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	Prototyping for Student Engineers
Amount Requested (up to $1,500)	1,500

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mrs.
First Name	Veronica
Last Name	Cordell
Email Address	veronica.cordell@knoxschools.org
Address 1	800 World's Fair Park Drive
Address 2	LN STEM Academy
City	Knoxville
State	Tennessee
Zip	37902
Phone	8657891755

SCHOOL INFORMATION

School Name	L&N STEM Academy - Robotics Team
School Address 1	800 World's Fair Park Drive
School Address 2	LN STEM Academy
School City	Knoxville
State	Tennessee
Zip	37902
School Phone	8653298990
School Principal	Jimm Allen
Principal Phone	8653298990
Principal Email	james.allen@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

Our Robotics & Automated Systems students need a product that will take their prototypes to a more professional level. Neither regular off-the-shelf parts nor 3D printed parts from plastic filament printers and resin printers are able to offer the strength, resilience, give, and weight requirements for building robots with more refined capabilities.

The solution to having more human-like robots with great strength and dexterity in the arms and effectors is to have rapid prototyping equipment that prints with nylon carbon fiber. The most compact and affordable equipment for this is the Bambu Lab X1C 3D Printer.

There is no specific time frame for this project. This equipment will be utilized throughout the school year and for several school years to come.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

Providing the opportunity for our Robotics & Automated Systems students to learn how to use this type of equipment keeps them on the cutting edge of learning about machinery used in robotics, mechanical engineering, and manufacturing for future STEM careers.

Our students need prototype materials that have high strength and heat resistance for their projects. Carbon fiber and glass fiber printed parts offer lightweight and customizable alternatives to metal for robotics construction. This printer is designed to enable engineers to print stronger and more accurate parts for manufacturing tools and end-use production, and therefore is a perfect, compact solution for our student engineers.

Nylon carbon fibers are ideal for manipulators at the end of robotic arms. Most robotic arms can only hold a certain load, and carbon fiber printing will allow us to have strong, lightweight end effectors that can actually lift more, and highly customized parts for use throughout robotics.

In addition, our school's drone fleet management students can use this equipment for repairs and modifications.

How many students will be impacted?

250

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

The Bambu Carbon Fiber Printer is our selection for improving our prototypes because it is a cutting-edge 3D printing solution designed for high-performance applications like robotics. The cost of this equipment is $1449.00, and the design won a Time Magazine Invention of the Year Award in 2022. Featuring advanced carbon fiber technology, this printer delivers exceptional strength and durability in printed parts, making it ideal for both professional and industrial use. Its user-friendly interface and rapid printing capabilities ensure efficiency, while the robust build quality guarantees long-lasting operation. With precise engineering and innovative features, the Bambu Carbon Fiber Printer is the perfect choice for those seeking to elevate their 3D printing experience.

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

The estimated project cost is $1,449.00, which is the cost of the Bambu Lab X1C 3D Printer. Grant funds will be utilized for this startup cost only. Regular CTE Allocations and student course fees will cover the cost of shipping and consumables.

Signature



Date:

Sep 24 2024

Principal Recommendation

In Progress - Last edited: Sep 25 2024
Recommenders
Recommender:
Jimm Allen *<james.allen@knoxschools.org>*
Request Date:
Sep 25 2024 12:10 PM (EDT)
Content:
Form

Principal Recommendation

First Name	Jimm
Last Name	Allen
Email	james.allen@knoxschools.org

Recommendation

Responses Selected:

I have reviewed this grant proposal and approve its submission for consideration to the SIMPLY SMART Foundation for Education.

Signature



Date:

Sep 27 2024

Consent Form

Completed - Nov 25 2024

Consent Form

PHOTO RELEASE

Knoxville TVA Employees Credit Union Foundation for Education and Knoxville TVA Employees Credit Union may use photographs, slides, videos or illustrations of students in newsletters, publications produced, slide presentations, and/or websites by the news media, news coverage, video productions produced by Knoxville TVA Employees Credit Union and in other forms of communication. Local media (TV, newspaper, radio stations) frequently want to interview students to add a personal touch to stories. Educator and student comments may be used in newspapers, broadcast radio, TV or the Internet.

For Educators

Responses Selected:

Knoxville TVA Employees Credit Union Foundation for Education and Knoxville TVA Employees Credit Union has permission to use photographs, slides, videos, illustrations, or interviews of myself. Further, I authorize their use without inspecting or approving the finished product or its specific use.

I agree it is my responsibility to ensure any student photo submitted has a student consent form on record with my school. Knoxville TVA Employees Credit Union Foundation for Education nor Knoxville TVA Employees Credit Union may not be held liable for photos submitted not having student consent forms on record.

I agree to submit completed Post-Grant documentation, receipts, and photos to the Foundation by May 1, 2025.

I acknowledge I am not eligible to apply for the SIMPLY SMART Educator Grant in the 2025-2026 school year.

(Post-Grant documentation will be sent upon receipt of completed Consent and Principal Acknowledgement Forms)

Educator Name

Veronica Cordell

Educator Signature



Date

Nov 25 2024

Principal Acknowledgement

Completed - Nov 25 2024

Please submit a request to your Principal to acknowledge your receiving of the **2024 SIMPLY SMART Educator Grant.**

Recommenders
Recommender:
Jimm Allen *<james.allen@knoxschools.org>*
Request Date:
Nov 25 2024 03:58 PM (EST)

From: VERONICA CORDELL
To: HEATHER HENDERLIGHT
Subject: Re: Congratulations! TVA SimplySmart Grants
Date: Monday, December 2, 2024 11:08:31 AM
Attachments: image003.png
Congratulatory_Letter.pdf
L&N Grant Proposal 2024 - SimplySmart.pdf
Outlook-j4y4slcx.png

Please see attached award letter and proposal. The grant is for one item: the Bambu Lab X1C carbon 3D printer at $1449.00.
Thank you so much!

Veronica Cordell
L&N STEM Academy
Gryphon Command Robotics Staff

From: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Sent: Monday, December 2, 2024 10:33 AM
Subject: Congratulations! TVA SimplySmart Grants

Good morning,

I am writing to ask if you could please send the following items to me so I can get your grant award added to the January School Board Agenda for approval. Once the school board approves these grants you school will be able to spend the funds.

1. A copy of the award letter/email from TVA SimplySmart.
2. A copy of your award proposal (a copy of what you sent to TVA Simply Smart)
3. A copy of your grant budget (itemized list of what will be purchased).

All TVA SimplySmart grant awards must be combined into one item on the school board agenda. Please let me know if you have any questions about the KCS grant process.

Congratulations on your award!

Heather Henderlight, Ed.S
Grant Writer | Project Management
Strategy Division

UT Tower 613B
(865) 594-8080
Click here to get started locating and pursuing grant funds!

PROJECT MANAGEMENT
KCS | KNOX COUNTY SCHOOLS

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886 (2)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
Knoxville TVA Employees Credit Union
P O. Box 36027
Knoxville. TN 37930
Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

Powell High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: New STEM Foundations Course

April Neudenberger - april.neudenberger@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000026
Last submitted: Nov 25 2024 06:24 PM (EST)

GRANT APPLICATION

Completed - Aug 22 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	New STEM Foundations and STEM 2/3 Courses
Amount Requested (up to $1,500)	1500

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Dr.
First Name	April
Last Name	Neudenberger
Email Address	april.neudenberger@knoxschools.org
Address 1	1822 Autumn Bluff Rd
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37932
Phone	8136795688

SCHOOL INFORMATION

School Name	Powell High School
School Address 1	2136 W Emory Rd
School Address 2	(No response)
School City	Powell
State	Tennessee
Zip	37849
School Phone	865-938-2171
School Principal	Dr. Chad Smith
Principal Phone	8655941800
Principal Email	chad.smith1@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

I am teaching a new program at Powell High School. Last year, we started with a STEM Foundations Course. This course applies the Stanford d.school method with all of the collaborative projects that we perform. Last year, we acted as engineers visiting Knoxville to plan the waterfront project. This ended with students building bridge prototypes and testing structural integrity. We took the bridges to both the UT Engineering Day and TSA. Our students competed well at both venues. We also created video games using code.org, designed and tested parachutes with a payload. We attempted to use our outdated 3D printer using Tinkercad, but the printer no longer works well. I had an extremely limited budget that really only allowed me to spend funds on popsicle sticks, glue, and markers. I would love to build a more robust program, especially now since I have a STEM 2/3 course this year.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

My students will benefit from these experiences because I include real-world scenarios in which each project is student-centered and requires creative problem-solving. The students also compete at TSA each year. Students are exposed to multiple, potential career ideas. The 865 academies are closely aligned with career readiness. We also focus on soft skills to help increase student success in future careers. I could build the program using more advanced 21st Century Skills if our school had more robust equipment and kits. Students already use their Chrome books and Google Tools for collaboration.

How many students will be impacted?

400

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

I am requesting a grant to purchase a few kits that will enhance my modules. Here is a list of kits with the approximate prices:

Architecture Kits 4 x 120 = 480 dollars

Estes Rocket Kits and Engines 480 + 204 = 684

Raspberry Pi Kits - 4 x 50 = 200

Fuel-Cell Powered Auto Kits = 4 x 50 = 200

Snap Circuits = 3 x 109 = 570

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

I also applied for a TVA grant. I will get 270 dollars from my STEM/Perkins budget at school.

Signature



Date:

Aug 22 2024

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(D)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

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Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
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Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

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www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

South-Doyle High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: SDHS Band Facility Filtered Water Station

Daniel Mull - daniel.mull@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000126
Last submitted: Nov 25 2024 04:07 PM (EST)

GRANT APPLICATION

Completed - Sep 24 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	SDHS Band Facility Filtered Water Station
Amount Requested (up to $1,500)	1500

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mr.
First Name	Daniel
Last Name	Mull
Email Address	daniel.mull@knoxschools.org
Address 1	109 Cahill Ln.
Address 2	(No response)
City	Oak Ridge
State	Tennessee
Zip	37830
Phone	8283197319

SCHOOL INFORMATION

School Name	South-Doyle High School
School Address 1	2020 Tipton Station Rd.
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37920
School Phone	8655774475
School Principal	Dr. Brad Carr
Principal Phone	8655774475
Principal Email	brad.carr@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

This project includes the installation of an Elkay filtered water station in the South-Doyle High School Band facility. This is a sincere need for our band program to provide our students with prompt access to clean water. In 2020 during the COVID pandemic, these water stations were installed across our campus by KCS, however, a unit was not installed in our building. The time frame for completing this project may vary considering that KCS maintenance would be in charge of installing the unit. However, the overall goal is that the unit would be installed before next year's band camp, July 2025.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

This project would not only impact the South-Doyle High School Band but all other students who are in classes outside of our band. This includes Music Theory, Development of Rock and Roll, Homeroom, as well as guests, visitors, and staff of the South-Doyle Band program. There are currently 59 students in our band program, with anticipated growth, and with only one operational water fountain, it takes a long time for students to fill their water bottles for outside rehearsal. This water station would not only allow students to get water promptly, saving us crucial rehearsal time, but it would also help prevent the spread of germs among students. Every year it is common that a large portion of our students get sick due to the amount of time they spend with each other in such close proximity. Having a touchless filtered water station would help cut down on the rate of infection.

How many students will be impacted?

100+

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

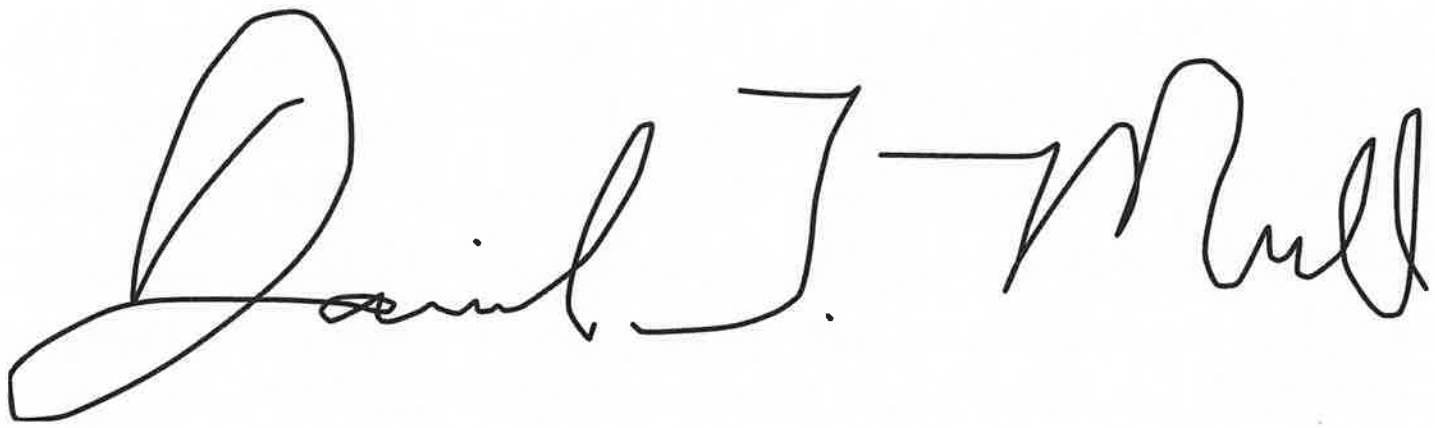
The money will be used to purchase an Elkay filtered water station. Most retailers list the unit between $1,000 to $1,300. We will purchase from a reputable retailer offering a fair price and KCS will install the unit.

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

If additional funds are required, a request will be made to the SDHS administration for additional funding or the KCS Maintenance Department.

Signature



Date:

Sep 24 2024

KNOXVILLE
KENNY PIPE & SUPPLY INC
125 WEST SCOTT AVENUE
KNOXVILLE, TN 37917
(865) 546-7511 PHONE
(865) 673-4873 FAX

KENNY PIPE&SUPPLY INC.
PLUMBING SUPPLIES • PIPE • VALVES • FITTINGS

ORDER #	4697023-00
ORDER DATE	12/4/24
CUST. PO #	
PLACED BY	
TAKEN BY	CSL

DOCUMENT:
QUOTE

CUST. #: 30002563

BILL TO:
KNOX COUNTY SCHOOLS
FOOD SERVICE DEPARTMENT
PO BOX 2188
KNOXVILLE, TN 37901-2188

SHIP TO:
KNOXVILLE SALES
125 W Scott Ave
Knoxville, TN37917-6223

SALES REP: 0415

SHIP VIA: CUST PICK UP

INSTRUCTIONS		REFERENCE	

NOTES

LINE NO.	ITEM CODE AND DESCRIPTION	QUANTITY ORDERED	UNIT PRICE	QTY U/M	AMOUNT (NET)
1	**ELKW LZWSRK** RETROFIT BTL FILLING STN KIT FILTERED	1.00	891.63	EA	891.63

1	Lines Total	Total Order Quantity	1.00	Subtotal	891.63
				Taxes	0.00
				Total	891.63

Quoted prices are valid for 30 days, unless otherwise noted. Quoted prices are subject to change without notice. Quotations are for information. We cannot be responsible for changes in plans and/or specifications.

Subject to Kenny Pipe & Supply, Inc. Standard Terms and Conditions as found at www.kennypipe.com/terms-and-conditions

ELKAY®
SPECIFICATIONS

ezH2O® RetroFit Bottle Filling Station Kit for EZ Family Filtered Non-Refrigerated
Model LZWSRK

PRODUCT SPECIFICATIONS

ezH2O® RetroFit Bottle Filling Station Kit for EZ Family Filtered Non-Refrigerated. Features shall include Antimicrobial*, Filtered, Green Ticker™, Hands Free, Laminar Flow, Real Drain, Visual Filter Monitor. Electronic Bottle Filler Sensor activation. Product shall be Wall Mount (On Wall), for Indoor applications, serving 1 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120.

Special Features:	Antimicrobial, Filtered, Green Ticker™, Hands Free, Laminar Flow, Real Drain, Visual Filter Monitor
Finish:	Stainless Steel
Power:	115V/60Hz
Bubbler Style:	No Bubbler
Activation by:	Electronic Bottle Filler Sensor
Mounting Type:	Wall Mount (On Wall)
Chilling Capacity:	Non-refrigerated
Full Load Amps	1
Rated Watts:	15
Dimensions (L x W x H):	17-7/8" x 3-9/16" x 18-7/8"
Approx. Shipping Weight:	22 lbs.
Installation Location:	Indoor
No. of Stations Served:	1

Special Note: Need product compatibility info? Find retrofit compatibility guide under the product downloads section.

- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Filter is certified to NSF 42 and 53 for lead, cyst, particulate, chlorine, taste and odor reduction. 3,000 gal. capacity.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.
- Key plastic components are manufactured with silver ion antimicrobial agent helping to provide clean, stain- and odor-free surfaces.
- Real Drain System eliminates standing water.

*Antimicrobial claims are in refence to components manufactured antimicrobial agents, helping to provide clean, stain- and odor-free surfaces.



Included with Product: **Retrofit Bottle Filler, Basin with Drain Assy, Filter**

Ships in one box.

A Century of Tradition and Quality.
For more than 100 years, Elkay has been making innovative products and providing exceptional customer care. We take pride in offering plumbing products that make life easier, inspire change and leave the world a better place.

PRODUCT COMPLIANCE

ADA & ICC A117.1

CAN/CSA C22.2 No. 120

GreenSpec®

NSF/ANSI 42, 53, 61 (Q≤1), 372 (lead free), & 401

UL 399

Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

Installation Instructions (PDF) - 1000004729
Installation Instructions (PDF) - Bottle Filling Station Retrofit Kit Compatibility Guide

Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

Warranty (PDF)

PART:_____ QTY: _____
PROJECT:_____
CONTACT:_____
DATE:_____
NOTES:_____
APPROVAL:_____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Optional Accessories		
51300C	WaterSentry® Lead + Microplastics NSF/ANSI Certified Filter (Bottle Fillers) Spec Sheet (PDF)	
WSF6000R-2PK	WaterSentry 6000 CTO Replacement Filter (2pack) Spec Sheet (PDF)	

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ezH2O® RetroFit Bottle Filling Station Kit for EZ Family Filtered Non-Refrigerated
Model LZWSRK

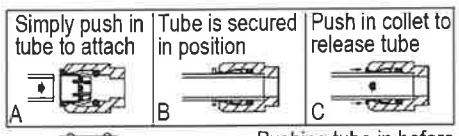
IMPORTANT!
INSTALLER PLEASE NOTE :

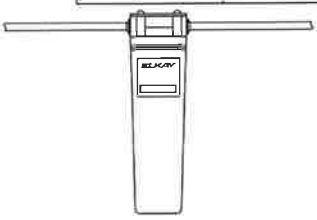
This water cooler has been designed and built to provide water to the user which has not been altered by materials in the cooler waterways. The grounding of electrical equipment such as telephone, computer, etc. to water lines is a common procedure. The grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which creates a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown below.

NOTICE

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.
Bottle filler unit on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

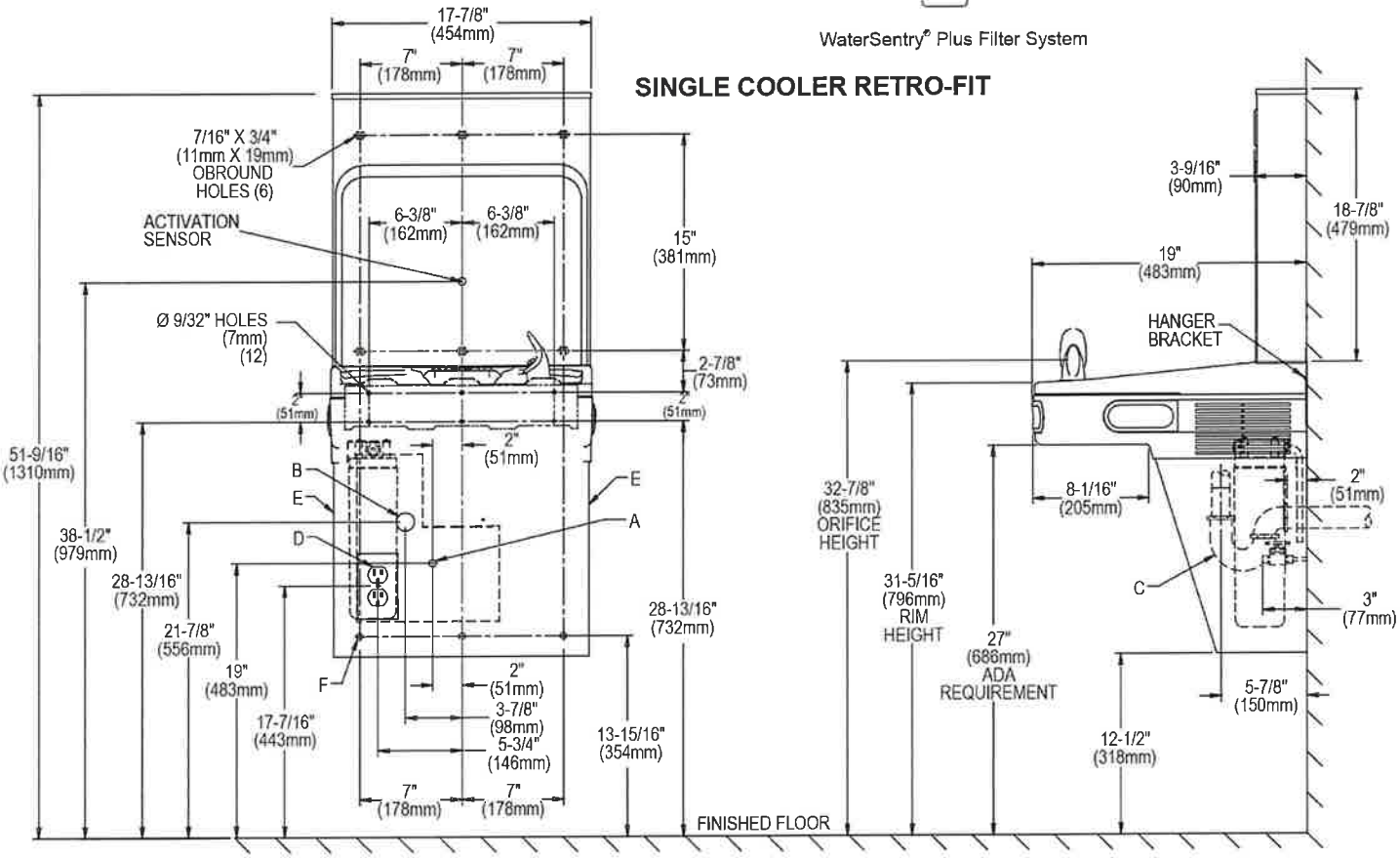
OPERATION OF QUICK CONNECT FITTINGS





WaterSentry® Plus Filter System

SINGLE COOLER RETRO-FIT



REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER

LEGEND:
A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
B = Recommended Waste Outlet location. To accommodate 1-1/4" nominal drain.
C = 1-1/4" Trap (not furnished).
D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet
F = 7/16" (11mm) Bolt Holes for fastening to wall.
Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI).

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

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Model LZWSRK

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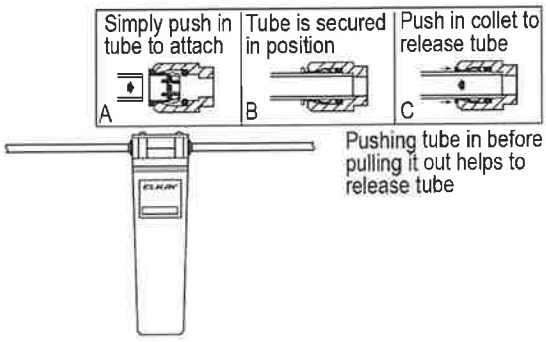
NOTICE

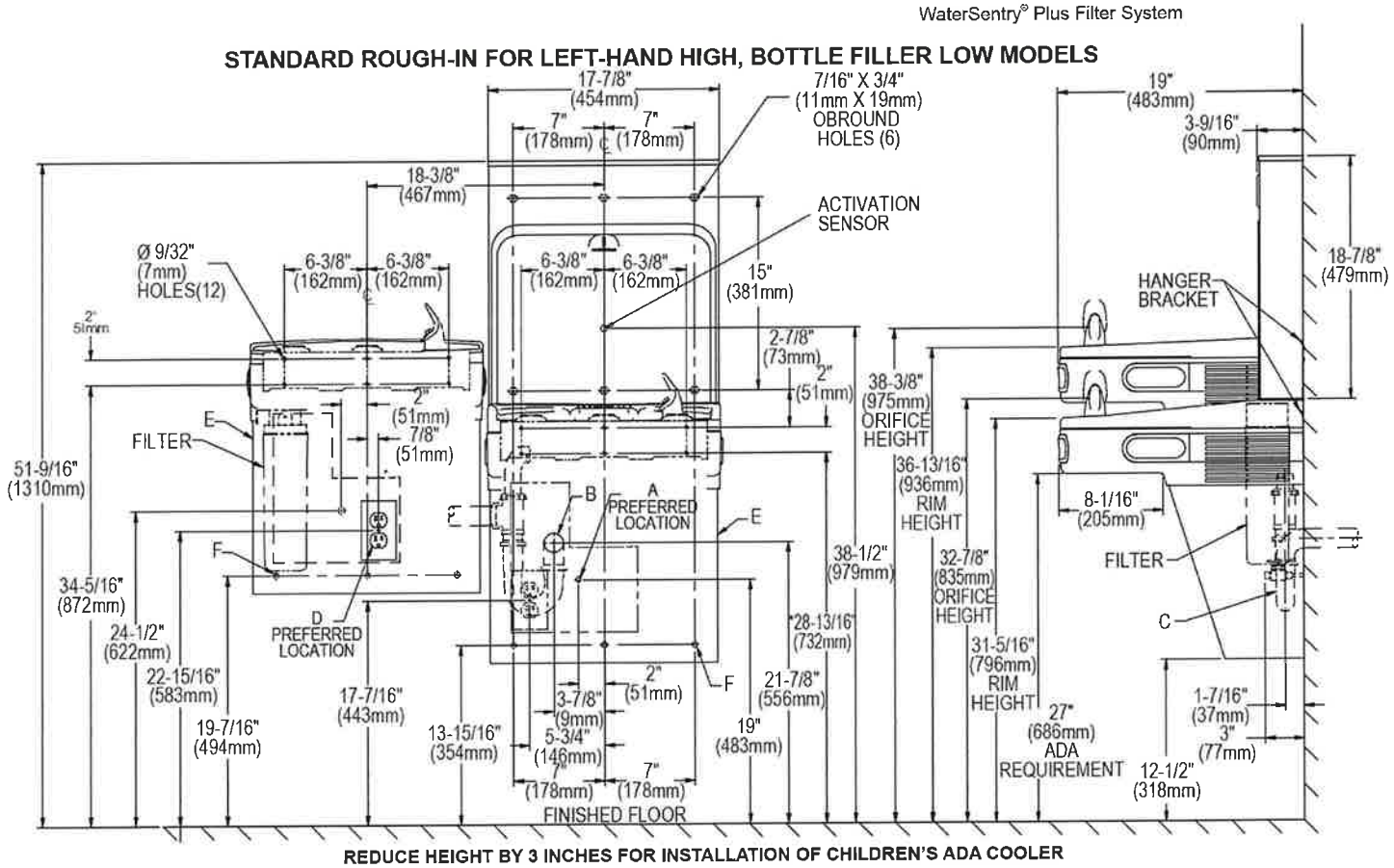
This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.
Bottle filler unit on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

OPERATION OF QUICK CONNECT FITTINGS



WaterSentry® Plus Filter System

STANDARD ROUGH-IN FOR LEFT-HAND HIGH, BOTTLE FILLER LOW MODELS



REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDREN'S ADA COOLER

LEGEND:
A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
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C = 1-1/2" Trap (not furnished).
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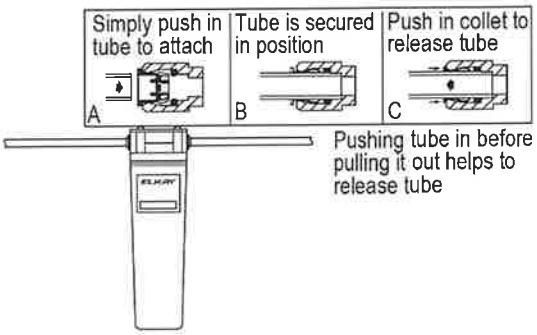
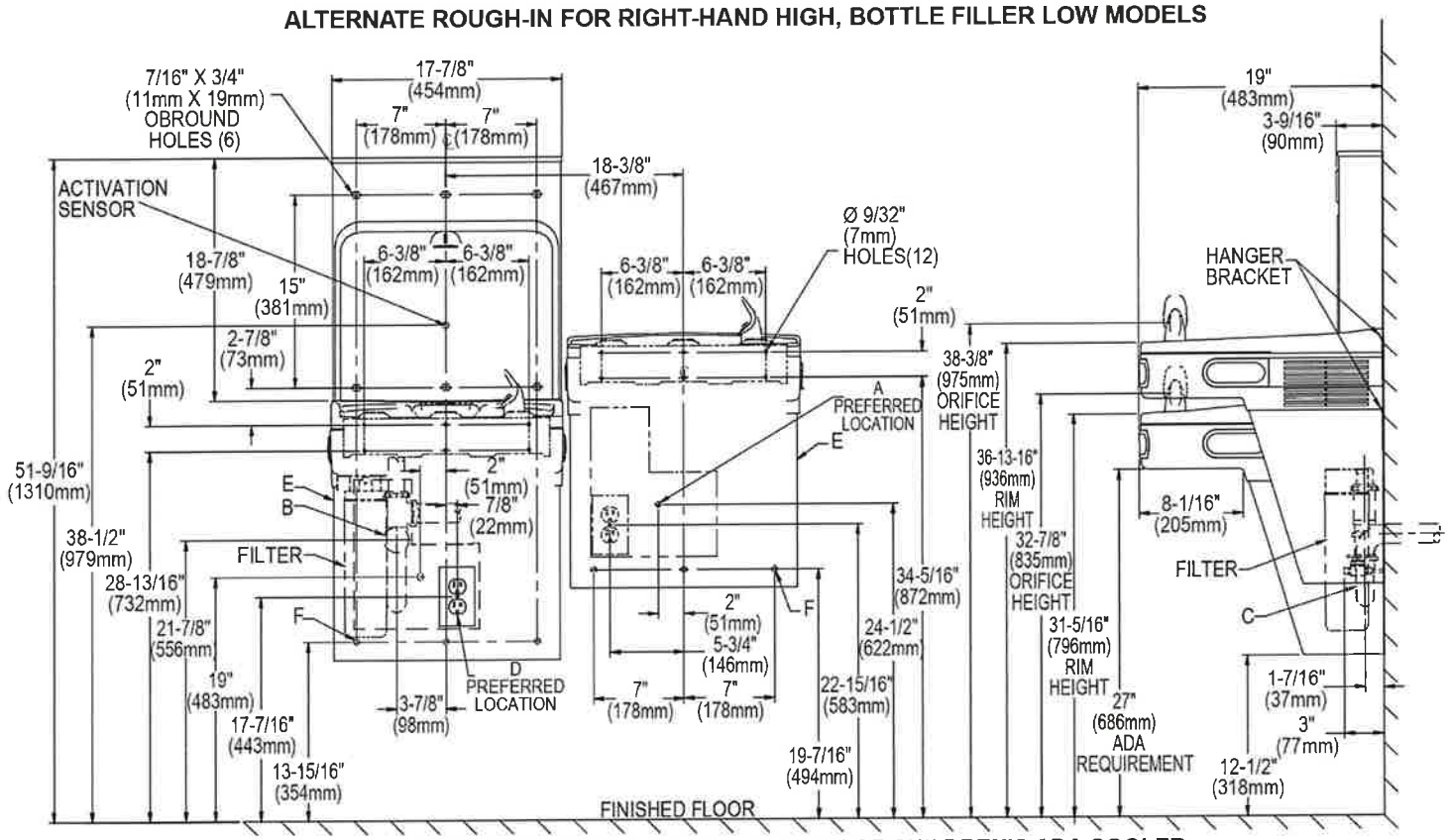
This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.
Bottle filler unit on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.

OPERATION OF QUICK CONNECT FITTINGS



WaterSentry® Plus Filter System

ALTERNATE ROUGH-IN FOR RIGHT-HAND HIGH, BOTTLE FILLER LOW MODELS



REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDREN'S ADA COOLER

LEGEND:
A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
B = Recommended Waste Outlet location. To accommodate 1-1/4" nominal drain.
C = 1-1/2" Trap (not furnished).
D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet
F = 7/16" (11mm) Bolt Holes for fastening to wall.
Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI).

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886 (P)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

TERRI COATNEY

From: HEATHER HENDERLIGHT
Sent: Wednesday, December 11, 2024 1:02 PM
To: TERRI COATNEY
Subject: FW: KCS TVA Simply Smart grant awards

Here is a list of the TVA SimplySmart grants.

From: Brooke Wells <bwells@tvacreditunion.com>
Sent: Monday, December 2, 2024 9:32 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: RE: KCS TVA Simply Smart grant awards

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hi, Heather!

Sounds good to me. Here are the recipients in Knox County:

Austin East High School	Sarah	Edge	sarah.edge@knoxschools.org	$ 1,430.00
Bearden High School	Jacob	Boyd	jacob.boyd@knoxschools.org	$ 1,428.00
Career Magnet Academy	Andrea	Pasillas	andrea.pasillas@knoxschools.org	$ 750.00
Carter High School	Lauren	Morris	lauren.morris@knoxschools.org	$ 1,500.00
Central High School	John	Valentine	john.valentine@knoxschools.org	$ 1,500.00
Farragut High School	Kristi	Ramsey	kristi.ramsey@knoxschools.org	$ 1,500.00
Fulton High School	Charles	Negendank	charles.negendank@knoxschools.org	$ 1,400.00
Gibbs High School	Crystal	Braeuner	crystal.braeuner@knoxschools.org	$ 300.00
Gibbs High School	Malee	Hogan	malee.hogan@knoxschools.org	$ 1,200.00
Halls High School	Claire	N-Johnson	claire.niedzwiedzki@knoxschools.org	$ 1,500.00
Hardin Valley Academy	Carrie	Brimi	carrie.brimi@knoxschools.org	$ 1,500.00
Karns High School	Robert	Arvin	bj.arvin@knoxschools.org	$ 1,360.00
L&N STEM Academy	Veronica	Cordell	veronica.cordell@knoxschools.org	$ 1,500.00
Kelley Volunteer Academy	Jordan	Abba	jordan.abba@knoxschools.org	$ 1,500.00
Powell High School	April	Neudenberger	april.neudenberger@knoxschools.org	$ 1,500.00
South-Doyle High School	Daniel	Mull	daniel.mull@knoxschools.org	$ 1,500.00
West High School	Matthew	Wessel	matthew.wessel@knoxschools.org	$ 1,437.59

I will make sure to mention it to the recipients upon delivery. Thank you so much!

Brooke Wells, CFEI®
Specialist | Learning & Development
Knoxville TVA Employees Credit Union
P O. Box 36027
Knoxville. TN 37930
Office: (865) 232-1631
www.tvacreditunion.com | bwells@tvacreditunion.com

Educational Project Grant

Congratulations!

West High School

Dear Applicant,

Congratulations! It is a pleasure to inform you Knoxville TVA Employees Credit Union's Foundation for Education has selected you as a recipient of the 2023 SIMPLY SMART Educator Grant. You will receive a one-time grant to be used toward the within named Grant Project. Please indicate your acceptance and complete your Consent Form by **December 1, 2024** to ensure timely delivery of your grant check, as funds will not be distributed until these tasks are completed. **As a reminder, funds should not be used for student travel.**

If you have any questions, please email the Foundation at **simplysmart@tvacreditunion.com or call (865) 232-1631.**

Again, congratulations on being selected as the recipient of the SIMPLY SMART Grant! Thank you for all you do.

Sincerely,

Brooke Wells

Grant Coordinator
P.O. Box 36027
Knoxville, TN 37930
(865) 232-1631
bwells@tvacreditunion.com

Application: West HS Electronics Building Stations

Matthew Wessel - matthew.wessel@knoxschools.org
SIMPLY SMART EDUCATOR GRANT 2024

Summary

ID: 0000000127
Last submitted: Nov 26 2024 09:21 AM (EST)

GRANT APPLICATION

Completed - Sep 29 2024

Thank you for your interest in the **SIMPLY SMART Foundation for Education** Project Grant! To be considered for this grant, please complete the following application with details regarding your project, its impact on students and the community, and the supplies needed. **Please note: grant funds may not be used for transportation costs.** Review your application carefully, then mark as "Complete".

A recommendation from your Principal is required for grant submission. Simply select "Principal Recommendation" to request via email, then mark as "Complete" and submit your proposal.

GRANT APPLICATION

PLEASE NOTE

All fields are required. Incomplete applications will not be considered.

PROJECT INFORMATION

Project Title	West HS Electronics Building Stations
Amount Requested (up to $1,500)	1437.59

APPLICANT INFORMATION

Personal Title (Mr., Mrs., etc.)	Mr.
First Name	Matthew
Last Name	Wessel
Email Address	matthew.wessel@knoxschools.org
Address 1	3300 Sutherland Ave
Address 2	(No response)
City	Knoxville
State	Tennessee
Zip	37919
Phone	865-594-4477

SCHOOL INFORMATION

School Name	West High School
School Address 1	3300 Sutherland Ave
School Address 2	(No response)
School City	Knoxville
State	Tennessee
Zip	37919
School Phone	865-594-4477
School Principal	Dr. Ashley Speas
Principal Phone	865-594-4477
Principal Email	ashley.speas@knoxschools.org

PROJECT DESCRIPTION

Describe and outline in detail your proposed project. What key activities will you pursue, and why are they important? **What is the time frame for completing your project?**

For this project, it is the vision that these funds will be used to purchase supplies and tools to create a designated building space in my classroom for students to use in our engineering principles and design classes as they work on their units for electronics and electronic controls. These stations will also be used in the future for other units in the design classes for construction and prototyping of parts and projects that the students will be working on. The materials I am seeking to purchase with these funds are two work tables with overhead lights, soldering irons/stations, anti-static work mats, storage carts and the associated tools and supplies for students to use while working on creating task specific circuits for their electronic projects. Students will use these materials to create automated design projects (that will integrate CAD learning, cam designs and electronic controls and motion systems), sun following solar panels with automated electronic controllers, student final projects where they have a choice of how to integrate some type of electronic control and other projects as the program grows over the years here at West High School. It is the vision that these projects will grow and flourish into higher levels of work that will eventually help students in other classes and clubs while they are in school and then skills that can be used outside of the classroom as well.

The skills that we are going to teach will include circuit design, some coding, soldered and solderless constructions, calculating power demands and limits for their designs, engineering design, problem solving skills and critical thinking skills. These skills are important for students to know and use as our world has become more and more reliant on electronic controls and systems to perform various functions in our lives. Some of these skills could help students just do simple repairs and troubleshooting on their own and not have to wait for a trained technician to do the repairs for them. These skills will also allow students to possibly design their own products to use in their lives to help perform certain functions or controls where a commercially available product may not exist or is financially difficult for them to access. Students also will be exposed to some of the skills needed in future jobs and careers that deal with electronics, controllers and design providing them insight to how they work and how to possibly improve designs for future products. And in general, critical thinking and design skills help students with real world issues that demand them to come up with solutions based on the conditions of the problems and the constraints of their situations.

I would like to have the materials in place in my classroom during the 3rd quarter (Jan 2025 - Mar 2025) of the 2024-2025 school year so that students will have access to them to use in the electronics units, if not by the time

students are working on their personal design projects in the 4th quarter (Mar 2025 - May 2025) of the 2024-2025 school year.

PROJECT IMPACT

How will students benefit from your proposed project? What meaningful additions will this experience bring to your school or classroom?

As I stated before, the vision of this work is to give students the opportunity to use and interact with electronics and the designs of these different devices in their lives. These skills and the exposure allows us to keep pushing our students to higher levels of learning and development of their skills as they progress through our classes here at West High School. Extended practice and exposure to problem solving will strengthen their abilities to solve problems on their own including how to research about their problem, how to apply their knowledge and thinking skills to devise solutions to their problem and finally give them the physical space and exposure to use those skills to solve a problem in the classroom, in the community and ultimately in their lives after they leave our school. The vision is that these materials will allow us to keep pushing the threshold of the students' learning and their abilities to prepare them for the future, be it in a career immediately after high school, a technical classroom, or in a higher education program. Otherwise, these materials will allow us to continue to educate students and make them more well-rounded in their exposure to different aspects in their world and give them the skills to do more on their own.

How many students will be impacted?

35+

PROJECT NARRATIVE

Provide budget details showing evidence of thoughtful planning and research. Include what the money will be used for and how these expenses are related to your program.

Electronics Station Items for Ordering: ((EXPLANATION BELOW))

WEN Workbench with drawers, pegboard and light; Quantity: 2;Ind. Cost - $150.70; Total Cost - $301.40; Purchase from - Lowes

Weller 70W Digital Soldering Station; Quantity - 4; Ind. Cost - $63.10; Total Cost - $252.40; Purchase from - Amazon

Weller 4 Pack Soldering Accessory Kit; Quantity - 4; Ind. Cost - $25.98; Total Cost - $103.92; Purchase from - Lowes

Pegboard Storage Bins 10pcs; Quantity - 1; Ind. Cost - $8.58; Total Cost - $8.58; Purchase from - Lowes

Surge Strips; Quantity - 2; Ind. Cost - $7.31; Total Cost - $14.62; Purchase from - Amazon

Weller 5pc Soldering Iron Tip Set; Quantity - 2; Ind. Cost - $17.62; Totals Cost - $35.24; Purchase from - Amazon

KOTTO LED Magnified Helping Hand Holder; Quantity - 2; Ind. Cost - $39.99; Totals Cost - $79.98; Purchased from - Amazon

KOOTO Magnetic Helping Hands; Quantity - 2; Ind. Cost - $23.99; Total Cost - $47.98; Purchase from - Amazon

Weller Solder Wire; Quantity - 4; Ind. Cost - $22.74; Total Cost - $90.96; Purchase from - Amazon

Craftsman Tool Storage Cart; Quantity - 1;Ind. Cost - $159.00; Total Cost - $159.00; Purchase from - Lowes

Kobalt Screwdriver Set; Quantity - 2; Ind. Cost - $19.98; Total Cost - $39.96; Purchase from - Lowes

ELEGOO Double Sided PCB Board 32pc Kit; Quantity - 4; Ind. Cost - $9.99; Total Cost - $39.96; Purchase from - Amazon

BOJACK Breadboard 130 pc Kit; Quantity - 4; Ind. Cost - $9.99; Total Cost - $39.96; Purchase from - Amazon

Anti Static Mats; Quantity - 4; Ind. Cost - $14.99; Total Cost - $59.96; Purchased from - Amazon

Precision Screwdriver set; Quantity - 4; Ind. Cost - $8.99; Total Cost - $35.96; Purchased from - Amazon

Running Total - $1,309.88

Delivery Fees - $0.00 ** Lowes has delivery fee for small items if ordered separately, Amazon shipping is free

Tax - $127.71 **Assuming 9.75% and no tax free status with supplier

Final Total - $1,437.59

Please reference this link for spreadsheet and links to items being considered for this grant request: https://bit.ly/WesselWHSGrantRequest

EXPLANATION:

The funds that I am asking for will purchase two workbenches that will allow 4 students to work with stools that I have already in the classroom. These workbenches will have overhead lights to provide a well lit place for the students to work and see in detail what they are doing. The workbenches also have a pegboard backs for local storage of materials and tools that they are working with for their project.

For each of the workbenches, I am looking to purchase 2 soldering stations to sit in the middle of the bench, with a surge strip, for either of the students to use to solder and assemble their components. For each of those soldering stations, I am ordering an accessory kit that has solder, a tip cleaner, flux, and a brush for applying flux for larger surfaces. Each station will also have a set of new tips to be used to interchange based on the needs of the design and soldering needing to be performed. I am also ordering more solder wire for use in the initial projects that students will do this school year.

Other items that I have included for purchase for these workbenches are four anti-static mats, to protect the electronic components being used, and a 10 piece set of pegboard storage bins to store materials in use for their projects. I am also ordering four helping hand holders to help hold components for students during soldering. I have also asked for funds to purchase extra tools (screwdrivers) that will be used in the assembly of the electronic parts as well as other components that may be needed in their final assemblies and a storage cart that will be used to safely and efficiently store them when not in use. The final items that I am ordering will be additional supplies to

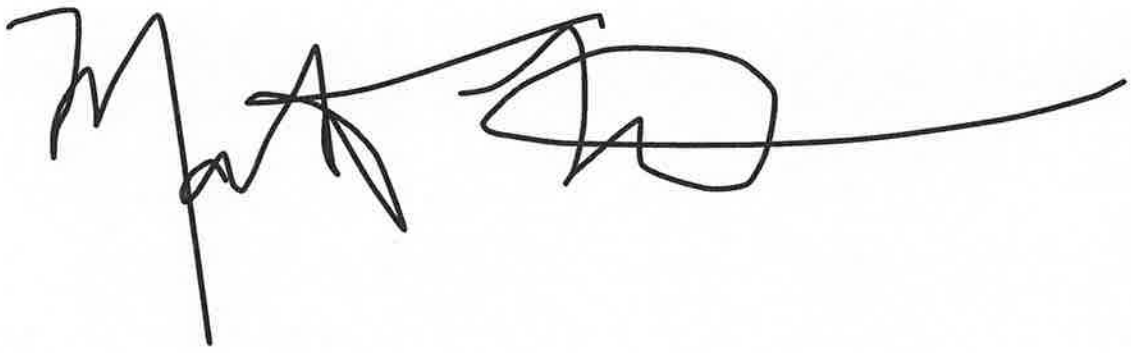
supplement what we already have in the classroom for circuit design and building. These are the PCB boards and the breadboard kits that are listed in the items listed above.

If the estimated project cost exceeds $1,500, indicate which expenses the **SIMPLY SMART Grant** will cover. List any other secured funding sources and how the entirety of the project will be funded.

Additional Funding Sources

N/A

Signature



Date:

Sep 24 2024

Electronics Station Ideas

WEN Workbech with drawers, pegboard and li	2	$150.70	$301.40	Lowes
Weller 70W Digital Soldering Station	4	$63.10	$252.40	Amazon
Weller 4 Pack Soldering Accessory Kit	4	$25.98	$103.92	Lowes
Pegboard Storage Bins 10pcs	1	$8.58	$8.58	Lowes
Surge Strips	2	$7.31	$14.62	Amazon
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Precision Screwdriver set	4	$8.99	$35.96	Amazon
			$0.00	

Running Total:	**$1,309.88**
Delivery Fee	$0.00
Tax	$127.71
Total	**$1,437.59**

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https://www.lowes.com/pd/WallPeg-10-Medium-Yellow-Storage-Bins-for-All-Standard-Pegboard-W4x-Lx5-xH3/
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https://www.lowes.com/pd/Kobalt-18-Piece-Plastic-Handle-Magnetic-Assorted-Screwdriver-Set/5013732097
https://www.amazon.com/dp/B072Z7Y19F/ref=sspa_dk_detail_1?psc=1&pd_rd_i=B072Z7Y19F&pd_rd_w=5aT
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https://www.amazon.com/dp/B07KJDMH62/ref=sspa_dk_detail_6?psc=1&pd_rd_i=B07KJDMH62&pd_rd_w=Z4
https://www.amazon.com/Precision-Screwdriver-Security-Cleaning-Doorbell/dp/B09PY8WQHJ/ref=sr_1_2_sspa

** Lowes has delivery fee for small items if ordered separately, Amazon is free
Assuming 9.75%

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KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-886(9)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2024

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of funds in the total amount of $250.00 from the Delta Kappa Gamma Early Educator Grant to Mooreland Heights Elementary School.

Cost to Knox County Schools

0

Description and Type of Funding Source

Delta Kappa Gamma

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Outlook

Fw: Delta Kappa Gamma Grant

From TABITHA GLOSSER <tabitha.glosser@knoxschools.org>
Date Fri 11/1/2024 10:18 AM
To GINA LONGMIRE <gina.longmire@knoxschools.org>; MELISSA MASON <melissa.mason@knoxschools.org>

Get Outlook for iOS

From: SUSAN MARTIN <susan.martin@knoxschools.org>
Sent: Thursday, October 31, 2024 3:19 PM
To: TABITHA GLOSSER <tabitha.glosser@knoxschools.org>
Subject: Delta Kappa Gamma Grant

Congratulations! ! ! You have been selected as this year's recipient of the Delta Kappa Gamma Early Educator Grant. Please join us on Monday, November 18 at 5 p.m. at Henry's Deli (7231 Tazewell Pike, Corryton, TN 37721) The members of our organization would like to meet you and hear more about the plans you have for your Kindergarten project. Please RSVP by November 8.
Again, congratulations

Susan Martin
Marketing Teacher
Powell High School

[redacted]

ZETA CHAPTER OF
DELTA KAPPA GAMMA
6045 MAJORS RD
CORRYTON, TN 37721

87-719/642
5340

CHECK ARMOR

DATE 11/18/24

PAY TO THE ORDER OF Mooreland Heights Elementary $ 250.00

two hundred fifty and 00/100 DOLLARS

Photo Safe Deposit Details on back

FIRST HORIZON.
www.firsthorizon.com

FOR Early Educator

Alice Carson AP

[redacted]

1. **Title: Kindergarten Small Group Engagement**
2. **Purpose: Enhancing Small Group Engagement in Kindergarten**
    - **Enhance Individual Learning:** Provide targeted support to meet each child's unique needs, fostering self-confidence and achievement.
    - **Build a Strong Classroom Community:** Engaging in small groups fosters a sense of belonging, enhancing relationships among peers. Also, small groups encourage teamwork and communication, teaching children the value of working together.
    - **Prepare for Future Success:** Skills developed through these activities—critical thinking, collaboration, and emotional regulation—prepare students for future academic challenges.
3. **Objective:** This grant will aid in developing small group activities that promote social, emotional, and cognitive growth among kindergarten students.

    Overview: In the early years of education, small group activities play a crucial role in building foundational skills. This grant will provide resources for hands-on learning materials, and support the development of small groups that focus on cooperative learning and individualized support.

    Long-Term Impact: This initiative will create an inclusive classroom environment, laying a strong foundation for academic success and personal growth.

4. What will be purchased with the grant money?
    - Dry erase pocket sleeves 30 count- $20
    - Highlighter tape 6 count (32ft each)- $20
    - Reading trackers 8 count- $20

- Dr. Seuss beginner book set (5 books each set) x3- $80
- Magnetic ten-frame with magnetic counters (6 large, 2 x-large)- $25
- Post-it Super Sticky easel pad (2 pads, 30 sheets each)- $50
- Reusable sticky notes and sentence strips (30 count and 12 count)- $35

5. December 2024-May 2025
6. Meaningful Experiences for Students
    - **Interactive Learning:** Hands-on activities engage students, making learning enjoyable and memorable.
    - **Collaborative Problem-Solving:** Group work fosters teamwork and critical thinking as students tackle challenges together.
    - **Personalized Attention:** Smaller groups allow educators to tailor support to individual learning needs, helping each child feel valued.
    - **Social Skill Development:** Group activities promote sharing, communication, and conflict resolution, building confidence in social interactions.
    - **Emotional Growth:** Guided discussions help students manage emotions and develop empathy, essential for their well-being.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 9th day of January, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-888

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/23/2024

RLA-16838 **R-25-1-110**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, reappointing Darlene Moyers, Chris Battle, and Commissioner Kim Frazier to the Agricultural Extension Committee. (Terms expire December 31, 2026) *(Commissioner Oster)*

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REAPPOINTING DARLENE MOYERS, CHRIS BATTLE, AND COMMISSIONER KIM FRAZIER TO THE AGRICULTURAL EXTENSION COMMITTEE. (TERMS EXPIRE DECEMBER 31, 2026)

RESOLUTION: **R-25-1-110**

REQUESTED BY: **COMMISSIONER OSTER**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Tenn. Code Ann. § 49-50-104 provides that all counties cooperating with the University of Tennessee extension by making an appropriation for extension work shall elect an agricultural extension committee composed of seven (7) members elected by the county legislative body; and

WHEREAS, Tenn. Code Ann. § 49-50-104 further provides that three (3) of the members of the agricultural extension committee shall be elected from the membership of the county legislative body and of the four (4) members who are not members of the legislative body, two (2) shall be farmers and two (2) shall be farm women; and

WHEREAS, Knox County cooperates with the University of Tennessee extension by making an appropriation for extension work and, therefore, an agricultural extension committee is required to be elected by the Knox County Commission (the "Commission"); and

WHEREAS, the terms of Commissioner Kim Frazier, Darlene Moyers (farm woman) and Chris Battle (farmer) expired on December 31, 2024; and

WHEREAS, the Commission desires to fill these vacancies on the Agricultural Extension Committee in accordance with Tenn. Code Ann. § 49-50-104.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby reappoints Darlene Moyers to serve as farm woman, Chris Battle to serve as farmer, and Commissioner Kim Frazier to the Agricultural Extension Committee, each to serve a two (2) year term expiring December 31, 2026.

BE IT FURTHER RESOLVED, in the event the County Commissioner appointed herein to serve on the Agricultural Extension Committee is no longer in the Office of County Commissioner, his or her seat on the Agricultural Extension Committee shall be deemed vacant and the County Commission shall appoint a sitting member of the Commission to serve.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-16845 **R-25-1-111**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Knox County Mayor's recommendations of members for appointment/reappointment to the Knox County Golf Board. (Terms expire December 31, 2028) **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**
(County Mayor)

Attachments

No file(s) attached.

RLA-16809 **R-25-1-301**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Allison Rogers, SHERIFF
Department:	SHERIFF
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the CY 2025 Appalachia High Intensity Drug Trafficking Area (HIDTA) overtime reimbursement agreement for the reimbursement of up to $114,000.00 in overtime expenses incurred by the Knox County Sheriff's Office.
(Sheriff)

Attachments

Resolution
CY2025 HIDTA overtime agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE CY 2025 APPALACHIA HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) OVERTIME REIMBURSEMENT AGREEMENT FOR THE REIMBURSEMENT OF UP TO $114,000.00 IN OVERTIME EXPENSES INCURRED BY THE KNOX COUNTY SHERIFF'S OFFICE.

RESOLUTION: **R-25-1-301**

REQUESTED BY: **SHERIFF**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Sheriff's Office has been selected as a subaward recipient of United States Office of National Drug Control Policy ("ONDCP") funds and the Financial Commission for Appalachia High Intensity Drug Trafficking Area ("Appalachia HIDTA"); and

WHEREAS, pursuant to the terms and conditions set forth on the attached agreement, said funds in the total amount not to exceed $114,000.00 will be used to reimburse the Knox County Sheriff's Office for overtime expenses of law enforcement officers for their continued drug interdiction efforts for the period of January 1, 2025 to December 31, 2025.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The CY 2025 Appalachia HIDTA overtime reimbursement agreement for the reimbursement of up to $114,000.00 in overtime expenses incurred by the Knox County Sheriff's Office is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the CY 2025 Appalachia HIDTA overtime reimbursement agreement shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

December 9, 2024

Sheriff
Knox County Sheriff's Office
ATTN: Allison Rogers
400 Main Ave., Ste. L-149
Knoxville, TN 37902

Dear Sheriff:

We are pleased to inform you that the CY 2025 Appalachia HIDTA Subaward Agreement is ready for your review and signature.

The original Subaward Agreement for CY 2025 and the subaward conditions are enclosed. By accepting this subaward, you assume the administrative and financial responsibilities outlined in the enclosed Subaward Conditions. Should your organization not adhere to these terms and conditions, Appalachia HIDTA may terminate the grant for cause or take other administrative action.

Also enclosed you will find a copy of your agency's CY 2025 HIDTA budget and information regarding the AHIDTA Reimbursement Form LC-07.

If you accept this subaward, **please sign and date both the Subaward Agreement on page 1 and the Subaward Conditions on page 11 and return via email or regular mail to the following:**

Email: Finance@ahidta.org

Mail: Finance Department
Appalachia HIDTA
400 South Main Street, 3rd Floor
London, KY 40741

Please return the completed Subaward Agreement by January 20, 2025.

If you have questions, please feel free to call. Remember that we are always here to assist you, and we look forward to working with your agency.

Sincerely,

Vic Brown, Director
Appalachia HIDTA

Encl.

Financial Commission for Appalachia HIDTA (FCAHIDTA)	Subaward Agreement	
1. Recipient Name and Address: Knox County Sheriff's Office ATTN: Allison Rogers 400 Main Ave., Ste. L-149 Knoxville, TN 37902	**7. Federal Award Project Description:** *This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Appalachia HIDTA and approved by the Office of National Drug Control Policy.*	
2. Subrecipient Unique Entity ID (UEI) number (If this number is not correct, please make pencil changes before returning this agreement. If no number is listed in the box below, please provide your agency UEI number when returning this signed document). **JSG6PE7LMBS8** (The Unique Entity ID (UEI) number is a 12-character alphanumeric ID assigned to an entity by SAM.gov. A non- Federal entity is required to have a UE ID in order to apply for, receive, and report on a federal award. A UE ID may be obtained from SAM.gov.)	**8. Federal Award/Subaward Number (FAIN):** G25AP0001A	**9. Federal Award Date:** January 1, 2025
	10. Subaward period of Performance: From: 01/01/2025 to 12/31/2025	
	10a. Budget Amount: See budget detail at the end of this document.	
3. Federal Award Identification: High Intensity Drug Trafficking Areas (HIDTA) Program	**11. Pass-through entity name:** Laurel County Fiscal Court	
4. Federal Awarding Agency: Office of National Drug Control Policy	**12. Pass-through entity contact information:** Jodi Albright, Commissioner 400 South Main Street, 3rd Floor London, KY 40741	
5. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program – 95.001*	**13. Indirect Cost Rate:** $0.00	
6. Award Type: B-Projects	**14. R&D Award:** No	

FCAHIDTA APPROVAL		RECIPIENT ACCEPTANCE	
15a.Typed Name and Title of Approving Official: Jodi Albright, Commissioner Financial Commission for Appalachia HIDTA		**17a. Typed/Printed Name and Title of Authorized Official:**	
15b. Signature of Approving FCAHIDTA Official: 12/6/24	**Date:**	**17b. Signature of Authorized Recipient:** Tom Spurl	**Date:**
16a. Typed Name and Title of Approving Official: Jackie Steele, Commissioner Financial Commission for Appalachia HIDTA		**18. Authorized Official e-mail address:**	
16b. Signature of Approving FCAHIDTA Official:	**Date:** 12/9/24	**19. Authorized Official telephone number:**	

SUBAWARD CONDITIONS

1. PURPOSE: This agreement is entered into by and between the Knox County Sheriff's Office (hereinafter referred to as "Subrecipient") and the Financial Commission for Appalachia High Intensity Drug Trafficking Area (hereinafter referred to as "Financial Commission"). The Subrecipient has been selected by and agrees to accept funds awarded from the United States Office of National Drug Control Policy (hereinafter referred to as "ONDCP") and Financial Commission pursuant to this subaward agreement. The funds will be administered by the Financial Commission and the HIDTA Assistance Center on behalf of ONDCP. The purpose of this agreement is to clarify the conditions under which the funds are to be accepted, and may be used, by the Subrecipient and to outline the responsibilities of the participating parties.

2. AUDIT READINESS AND COMPLIANCE: The Subrecipient agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. The Subrecipient understands that it may be subject to audit by the Appalachia HIDTA, Laurel County Fiscal Court (Financial Commission), agencies of the United States of America, and/or any other applicable agency and agree to fully cooperate with any or all of those entities in the event of inquiry or audit. The Subrecipient further agrees to maintain an inventory control system to account for all expenditures of these funds, in accordance with the policies of, and procedures required by, the Appalachia HIDTA.

3. STANDARDS AND GUIDELINES: The Subrecipient acknowledges receipt and understanding of the HIDTA Program Policy and Budget Guidance produced by ONDCP as well as other guidelines that have been, or will be, approved by the Executive Board, and agrees to abide by them. The Subrecipient further agrees to comply with the terms of the Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as well as all relevant state, county and municipal financial and accounting rules, regulations, standards and guidelines. Subrecipient further agrees to abide by all regulations and guidelines governing the use of ONDCP funds distributed for the purchase of evidence or information ("PEPI" Funds).

4. PUBLIC RECORDS COMPLIANCE: The Subrecipient agrees to comply with the provisions of Chapter 61.870, Kentucky Statutes, entitled "Public Records", as well as any other public record statutes that may be applicable to the Subrecipient's jurisdiction.

5. ROLE OF THE FINANCIAL COMMISSION FOR APPALACHIA HIDTA: The Subrecipient understands that the role of the Financial Commission for Appalachia HIDTA is limited to disbursing ONDCP funds per the instructions of the Appalachia HIDTA, through its designated representative, and/or the HIDTA Assistance Center staff. The Subrecipient understands that it may not bind or commit the HIDTA Assistance Center or Financial Commission for Appalachia HIDTA contractually, or act as an agent for either entity in any way.

6. TERMINATION, SUSPENSION OR DELAY: The Subrecipient agrees that the HIDTA Assistance Center and the Financial Commission for the Appalachia HIDTA have the right to terminate, suspend or delay any payment to Subrecipient if the payment request clearly fails to meet Financial Commission budgetary guidelines. In the event that the HIDTA Assistance Center and/or Financial Commission deem such an act necessary, the HIDTA Director and the Subrecipient shall be notified within three business days of the decision. The Director shall then make a determination regarding whether to continue the termination, suspension or delay of the payment. The Financial Commission shall act according to the directive of the Director and/or the Executive Board regarding the payment. The Subrecipient agrees that it shall have no cause of action or legal claim whatsoever against the HIDTA Assistance Center or the Financial Commission for Appalachia HIDTA in the event either decides to exercise its rights under this agreement.

7. CONDITIONS OF SIGNATURES: It is expressly understood and agreed that the agency representative's signature in execution of this Agreement does not alter or constitute a wavier in whole or part of any of the privileges or immunities otherwise enjoyed by any of the units of Government that are parties hereto. Parties agree that the signatures of Jackie Steele and/or J. L. Albright, are placed on this document in their official capacities as Financial Commissioners for HIDTA only, and this agreement constitutes an obligation only to the extent that there is money available from a grant for payment and for all other purposes shall be of no force and effect. These signatures do not to any extent bind or obligate Jackie Steele and/or J. L. Albright or Laurel County, Kentucky, to any extent, except to the extent grant funds are available, and then only from said funds.

8. LEGAL ACTION: Any and all suits or any legal action naming Appalachia HIDTA and/or Financial Commission for Appalachia HIDTA as a party; and, relating to this agreement shall be instituted and prosecuted in the appropriate Court of the Commonwealth of Kentucky or United States District Court, Eastern District of Kentucky and each party hereto waives the right to a change in venue and jurisdiction. This agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Kentucky regardless of place of its execution or performance.

9. DECONFLICTION: All officers from your agency that are assigned to an AHIDTA initiative shall use the AHIDTA's Investigative Support Center for event and case/subject deconfliction of all AHIDTA enforcement activities.

10. SUPPLEMENTAL AGREEMENTS ATTACHED: The Subrecipient acknowledges the following documents are attached to this agreement and that the policies set forth therein are acceptable to the Subrecipient and considered an integral portion of the Subaward Agreement.

    Documents are as follows:

    - A. General Terms and Conditions
    - B. Recipient Integrity and Performance Matters
    - C. Program Specific Terms and Conditions
    - D. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Nondiscrimination Status and Implementing Regulations

11. REQUESTS FOR REIMBURSEMENT AND CLOSEOUT OF SUBAWARD:

    Requests for reimbursements should be submitted for processing on a monthly basis and no more than on a quarterly basis. The requests should be submitted no later than 30 days past the end of the month or quarter. Final reimbursements for each calendar year are due 60 days after the end of the year (February 28). Any reimbursements submitted past the February 28 deadline will not be reimbursed.

    All reimbursement requests must be submitted on the AHIDTA reimbursement form (LC-07). The LC-07 form and LC-07 instructions sheet are maintained on the AHIDTA website www.ahidta.org. Information regarding the submittal process for requests of reimbursement can be found on the instructions sheet.

    This subaward is considered closed after this final payment has been made. Any remaining balance in the subaward at that time will be released to the AHIDTA program to be reallocated per guidance from the AHIDTA Executive Board.

12. PAYMENT METHOD:

    All payments will be made via Electronic Funds Transfer (also referred to as ACH Direct Deposit) to the subrecipient's bank account.

13. LAW ENFORCEMENT OVERTIME REIMBURSEMENT:

    The overtime limit for the Appalachia HIDTA program is $19,000 per officer per calendar year. Appalachia HIDTA further limits overtime reimbursement to $4,000 per officer, per month without prior approval from the State Coordinator in your respective state.

    Be advised, overtime reimbursement from all Federal sources cannot exceed the lower of: (1) applicable state, local, and tribal regulations of officer's parent agency: or (2) 25% of the Federal GS-12, Step 1 level pay scale for "Rest of US" in the law enforcement general schedule in effect at the beginning of the calendar year. This overtime rate is the maximum that an officer can receive during the calendar year, fiscal year or other 12-month period from all Federal funding sources combined.

Appalachia HIDTA allocates overtime funding each calendar year based on full-time task force officer positions. If your agency has been awarded overtime funding for such a position, and the position goes unfilled for six consecutive months, Appalachia HIDTA may terminate the position and the funding will no longer be available for reimbursement. Overtime budgets may not be reprogrammed or transferred after September 30th.

14. NATIONAL DEFENCE AUTHORIZATION ACT (NDAA)

This subaward is subject to NDAA rules.

Effective January 3, 2020, Section § 889(b)(2) of the John McCain National Defense Authorization Act (NDAA) for FY 2019 prohibits executive agencies that administer loan or grant programs from permitting their funds to be used to purchase certain telecommunications and video surveillance equipment and services produced by certain Chinese entities. This applies to Executive Branch agencies like the Office of National Drug Control Policy (ONDCP) and Federal grantees, including the High Intensity Drug Trafficking Areas (HIDTA) Program.

The purpose of this legislation is to reduce the vulnerabilities of Federal agencies and their grantees to foreign interference in technology, data, and operations that rely on telecommunications or video surveillance. The covered telecommunications equipment or services include equipment manufactured or services provided by the following Chinese entities, and their subsidiaries or affiliates:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

Types of prohibited items include (but are not limited to) equipment that can be used to route or redirect user data traffic or permit visibility into any user data or packets that the equipment transmits or otherwise handles. Prohibitions also include 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.

Any item purchased with HIDTA funds must be in compliance with NDAA. AHIDTA will not purchase or reimburse an agency for items found to not be in compliance with NDAA.

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award-related questions, recipients should contact Financial Commission for Appalachia HIDTA promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

   - 28 C.F.R. § 69 - "New Restrictions on Lobbying"
   - 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
   - Conflict of Interest and Mandatory Disclosure Requirements
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. The recipient gives the awarding agency, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

6. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.

7. Conflict of Interest and Mandatory Disclosures

   A. Conflict of Interest Requirements

   As a non-Federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

   The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

   i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

   ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP and the Financial Commission for Appalachia HIDTA all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM, currently the Federal Award Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

8. Federal Funding Accountability and Transparency FFATA/DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) (ii) provide a valid UEI number on the subaward agreement; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

10. As specified in 2 CFR 200.303 Internal Controls, recipient must:

a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.

c) Evaluate and monitor the non-federal entity's compliance with statute, regulations, and the terms and conditions of the federal award.

d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP and/or the Financial Commission for Appalachia HIDTA designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

11. Recipients are prohibited from using Federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with §889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

12. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

13. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—

    a) the percentage of the total costs of the program or project which will be financed with federal money;

    b) the dollar amount of Federal funds for the project or program; and

    c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as a recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administration proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. *See* 2 C.F.R. Part 200, Appendix XII.

2. *Proceedings About Which You Must Report*
   Submit the information required about each proceeding that:

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   b. Reached its final disposition during the most recent 5 year period; and
   c. Is one of the following:

   (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
   (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
   (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
   (4) Any other criminal, civil, or administrative proceeding if:
   (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

   (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

   (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

   Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

   During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

   For purposes of this award term and condition:

   a. Administrative proceedings means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
   b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
   c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

      (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
      (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into this award document.

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. § 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
   https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf
   In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

OFFICE OF NATIONAL CONTROL POLICY

D. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants certifications regarding federal debt status, debarment and suspension, and a drug-free workplace. Applicants requesting monies greater than $100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a "Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement.

1. LOBBYING
As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over $100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
(c) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)
As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions.

A. The applicant certifies that it and its principals:

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

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)
As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(a) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(b) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:

(c) Notifying the agency, in writing, within 10 calendar days of receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, Florida 33172. Notice shall include identification number of each affected grant;

(d) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(e) Making a good faith effort to continue to maintain a drug-free free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

A. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Agency Name – Knox County Sheriff's Office

Place of performance (street address, city, county, state, zip code)

ATTN: Allison Rogers
400 Main Ave., Ste. L-149
Knoxville, TN 37902

Check if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG-FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)
As required by the Drug-Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. As a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and
B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 11200 NW 20 Street, Suite 100, Miami, FL 33172.

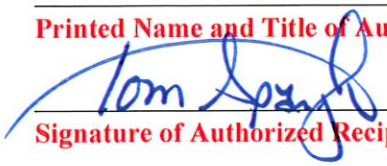
4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)
The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE DISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794) , which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

RECIPIENT ACCEPTANCE OF SUBAWARD CONDITIONS

Printed Name and Title of Authorized Official



Signature of Authorized Recipent Date

Knox County Sheriff's Office

2025 - Appalachia

Initiative - Domestic Highway Enforcement Interdiction Plus
Award Recipient - Financial Commission for Appalachian HIDTA (G25AP0001A)

Resource Recipient - Knox County Sheriff's Office - TN

Overtime	Account Number	Quantity	Amount
Investigative - Law Enforcement Officer	01-03-25-330-92-6080.05	2	$19,000.00
Total Overtime		**2**	**$19,000.00**
Total Budget			**$19,000.00**

2025 - Appalachia

Initiative - Drug Related Death Task Force (TN)
Award Recipient - Financial Commission for Appalachian HIDTA (G25AP0001A)

Resource Recipient - Knox County Sheriff's Office - TN

Overtime	Account Number	Quantity	Amount
Investigative - Law Enforcement Officer	01-03-25-330-36-6080.05	2	$38,000.00
Total Overtime		**2**	**$38,000.00**
Total Budget			**$38,000.00**

2025 - Appalachia

Initiative - Rocky Top Tennessee Task Force - DEA
Award Recipient - Financial Commission for Appalachian HIDTA (G25AP0001A)

Resource Recipient - Knox County Sheriff's Office - TN

Overtime	Account Number	Quantity	Amount
Investigative - Law Enforcement Officer	01-03-25-330-70-6080.05	2	$38,000.00
Total Overtime		**2**	**$38,000.00**
Total Budget			**$38,000.00**

2025 - Appalachia

Initiative - Smoky Mountain Drug Task Force
Award Recipient - Financial Commission for Appalachian HIDTA (G25AP0001A)

Resource Recipient - Knox County Sheriff's Office - TN

Overtime	Account Number	Quantity	Amount
Investigative - Law Enforcement Officer	01-03-25-330-32-6080.05	1	$19,000.00
Total Overtime		**1**	**$19,000.00**
Total Budget			**$19,000.00**

RLA-16810 **R-25-1-302**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Allison Rogers, SHERIFF
Department:	SHERIFF
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Obligation Document with the United States Marshals Service for the reimbursement of overtime expenses incurred by the Knox County Sheriff's Office in assisting the Joint Law Enforcement Operations Task Force with reimbursement of up to $18,000.00 in overtime expenses for the period of October 24, 2024 to September 30, 2025.
(Sheriff)

Attachments

Resolution

U.S. Marshals Obligation Document

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN OBLIGATION DOCUMENT WITH THE UNITED STATES MARSHALS SERVICE FOR THE REIMBURSEMENT OF OVERTIME EXPENSES INCURRED BY THE KNOX COUNTY SHERIFF'S OFFICE IN ASSISTING THE JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE WITH REIMBURSEMENT OF UP TO $18,000.00 IN OVERTIME EXPENSES FOR THE PERIOD OF OCTOBER 24, 2024 TO SEPTEMBER 30, 2025.

RESOLUTION: **R-25-1-302**

REQUESTED BY: **SHERIFF**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Sheriff's Office (the "Sheriff's Office") has received an Obligation Document from the United States Marshals Service whereby the Sheriff's Office will receive reimbursement of overtime expenses incurred in assisting the Joint Law Enforcement Operations Task Force; and

WHEREAS, the Obligation Document is effective for the period of performance of October 24, 2024 to September 30, 2025 and provides funding in an amount up to $18,000.00 in overtime reimbursement for work performed during said time period.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Obligation Document between the Knox County Sheriff's Office and the United States Marshals Service for the reimbursement of overtime expenses incurred by the Knox County Sheriff's Office in assisting the Joint Law Enforcement Operations Task Force is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Obligation Document between the Knox County Sheriff's Office and the United States Marshals Service for the reimbursement of overtime expenses incurred by the Knox County Sheriff's Office in assisting the Joint Law Enforcement Operations Task Force shall be executed subject to such amendment or action not affecting the substantive provisions of the documents as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Knox County Commission hereby authorizes the acceptance of up to $18,000.00 from the United States Marshals Service in overtime reimbursement under said Obligation Document.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

270

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force
Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-25-D74-O-000059

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

KNOX COUNTY SHERIFF'S OFFICE (ORI: TN0470000)

and

Eastern District of Tennessee (74)

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

10/24/2024 to 09/30/2025

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2025	D74	AFF-B-OP	JLEOTFOT	25205 - TFO Overtime	$18,000.00

Total Obligation Amount: $18,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

THIS FUNDING IS FOR TFO OVERTIME REIMBURSEMENT FOR FY25

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: SDUSM JENNIFER LUCHT
Phone: 865-824-3819
E-mail: JENNIFER.LUCHT@USDOJ.GOV

STATE/LOCAL CONTACT:

Name: SHERIFF TOM SPANGLER
Phone: 865-215-2243
E-mail: TOM.SPANGLER@KNOXSHERIFF.ORG

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: HALBERT BROOKS Digitally signed by HALBERT BROOKS Date: 2024.11.15 15:04:26 -05'00' Date: 11/15/2024

HALBERT "DOUG" BROOKS - ADMINISTRATIVE OFFICER

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: GRACE RIVERA Digitally signed by GRACE RIVERA Date: 2024.11.15 15:45:00 -05'00' Date: 11/15/2024

GRACE RIVERA, CHIEF DEPUTY UNITED STATES MARSHAL

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

[Type Name and Title]

RLA-16791 **R-25-1-401**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Pavement Technology, Inc., for the provision of asphalt rejuvenator services.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH PAVEMENT TECHNOLOGY, INC. FOR THE PROVISION OF ASPHALT REJUVENATOR SERVICES.

RESOLUTION: R-25-1-401

REQUESTED BY: ENGINEERING & PUBLIC WORKS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County desires to have a contractor provide asphalt rejuvenator services for the Knox County Engineering and Public Works Department; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for said purpose and it has been determined that Pavement Technology, Inc. submitted the bid that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Pavement Technology, Inc. is effective for a one (1) year term beginning on February 1, 2025 and may be extended for four (4) additional one (1) year terms which may result in a total of five (5) years; and

WHEREAS, Pavement Technology, Inc. has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Pavement Technology, Inc. for the provision of asphalt rejuvenator services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Pavement Technology, Inc. for the provision of asphalt rejuvenator services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Pavement Technology, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Pavement Technology, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Asphalt Rejuvenator Services, (Invitation for Bids #3609) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bids, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends the 31st day of January 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these products from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bids #3609 for Asphalt Rejuvenator Services per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3609. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide Asphalt Rejuvenator Services detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for the Asphalt Rejuvenator Services in the fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Asphalt Rejuvenator Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Asphalt Rejuvenator Services for Knox County in accordance with Invitation for Bids #3609.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bids #3609
B. Contractor's Response to Invitation for Bids #3609

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

Pavement Technology, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3609

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Asphalt Rejuvenator Services** as specified herein. Bids must be received by **2:00 p.m.** on **December 3, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3609
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid (IFB).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing https://www.knoxcounty.org/audit/hotline.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis or an all or none basis, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addressees and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System. Facsimile and email submissions are strictly prohibited.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County may consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper,
1.19.2 Not include pages of unnecessary advertising,
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **November 14, 2024 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered, and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to obtain a Contractor to apply Asphalt Rejuvenating agent to bituminous asphalt roadways. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost and service quality, which includes previous work history and performance on similar roadway improvements.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) **will be required** to set up separate accounts for Knox County Engineering and Public Works, Knox County Schools, Knox County Parks and Recreation, and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Engineering and Public Works:
Knox County Engineering and Public Works
Attn: Samantha Chittum
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. If items are to be added, Knox County and the Contractor(s) will arrive at a mutually agreed upon price. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **ALTERNATE MATERIALS:** The materials specified have been determined to have characteristics appropriate for the purposes of this project. Unless the clause "or equal" is used in the specifications pertaining to the material or article, only the specified item shall be used.

In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or item, the use of an alternate item other than that specified must be submitted for the written approval of the County no less than five (5) business days prior to the bid opening. No bid will be accepted which bids to use a non-approved alternate. The County shall notify all bidders of any approved alternates by addendum only. The County reserves the right to reject any or all bids.

3.6 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended to four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.7 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.8 **BID ENVELOPE COVER:** The bid envelope cover sheet **must** be completed and attached to the outside of your bid. **Failure to do so will result in the rejection of your bid.**

3.9 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.10 **CERTIFICATIONS:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract (e.g. CDL license). Certifications of technicians **shall be included** in the bid package. It shall be the awarded vendor's responsibility to maintain current certifications with Knox County Procurement for the duration of the Contract.

3.11 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.12 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and properly working email. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contacts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.13 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.14 **CONSTRUCTION PROJECTS:** Any construction undertaking, for which the total cost of the project is Twenty-Five Thousand Dollars ($25,000) or more, is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no solicitation will be opened unless the outside of the sealed envelope containing the solicitation provides the following information: The Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the solicitation.

If the value of the subcontractor's work is less than Twenty-Five Thousand Dollars ($25,000), the solicitation envelope is to be annotated with the phrase "Subcontractor's Bid is less than $25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the solicitation. If no subcontractors are being used, the outside of the envelope must state, "No subcontractors are being used on this project." **All solicitations must be submitted in one envelope. Bidder must use the Bid Envelope Cover Sheet provided with the Invitation for Bid.**

3.15 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.16 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.17 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the County. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections.

The Contractor shall immediately upon discovery, bring to the attention of the County any conflicts that may occur among the various provisions of the specifications and plans. The County shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of the County shall allow the County to require any changes deemed necessary before acceptance by the County.

3.18 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department. All shipping charges must be noted under the delivery fee along with a minimum volume for delivery.

All deliveries must be unloaded and placed in the location desired by Knox County. No deliveries will be made outside of Knox County unless it is through cooperative purchasing.

3.19 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit **(Attachment B)** required by Public Acts, 2000, Chapter 918.

3.20 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment and assets, as well as the number of personnel they will utilize to provide Asphalt Rejuvenator services. The list shall include, but not be limited to, number of trucks, distributors, tank cars, rollers, self-propelled sweepers and water trucks (including make/model or size and age), number of local employees available to perform requested services, and number of years in business. All equipment and personnel listed must be local to Knox County and available to be used under this Contract, if awarded. Certifications for personnel shall be included in the bid package, if applicable.

3.21 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Equipment/Capabilities/Personnel	20 Points

Knox County reserves the right to ascertain whether or not the bid prices submitted are realistic and within the competitive range for these products and this type of service.

3.22 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.23 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions may be negotiated for a mutual resolution.

3.24 **FORCE MAJEURE:** The successful Contractor(s) will not be held responsible for acts beyond the control of the parties to which a Contract is awarded. Knox County recognizes that national and/or international occurrences, unforeseen and beyond control of the vendor, may impact distribution costs. The pricing offered as a result of this bid is to be based upon known and calculated expenses; therefore, should unexpected occurrences (e.g.: natural disasters, drought, war) happen as stated above, the vendor may request relief only for the duration of said occurrence.

3.25 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.26 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Checklist (**Attachment A)** hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.27 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.28 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.29 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.29.1 The invoice must show the amount due to the Contractor by Knox County.
3.29.2 All invoices shall be submitted within thirty (30) days of work being performed.
3.28.3 The invoice must show: daily work quantities and detailed breakdown of TDOT AC adjustments, a copy of the approved mix design that was used in the project(s) being invoiced, as well as any additional information as required by Knox County.
3.29.4 Invoices are to be original and uniquely pre-numbered.
3.29.5 Submit original invoice and one (1) exact copy.
3.29.6 Invoices that do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.30 **LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, refining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.

3.31 **LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for General Contractors for the type of work requested and **must** submit a copy of the license with their bid. All licensing must be in accordance with Tennessee Code Annotated.

3.32 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.33 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.34 **NOTIFICATION:** The Contractor will be solely responsible for notifying the residents of all subdivision roads (and any other road Knox County deems necessary) of the planned work by the use of signage. The signage will be provided by Knox County and installed by the Contractor a minimum of seventy-two (72) hours in advance of work to be done. The cost of this item shall be included in the cost of other items and no separate pay item will be considered. In the event the successful Contractor does not adhere to these notification requirements, paving operations shall be suspended until the seventy-two (72) hours of required notification is met.

3.35 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.36 **ON-SITE SUPERVISION REQUIREMENT:** The successful Contractor shall have a crew supervisor on site at all times knowledgeable and experienced in asphalt rejuvenating agent applications when work is performed. Prior to work being performed, the contractor shall notify Knox County of who the crew supervisor shall be for the upcoming work. At no time, shall the County inspection staff be required to direct means and methods of Contractor's duties.

3.37 **PERSONAL PROPERTY:** The successful vendor(s) shall be fully responsible for all personal property located within the area to be sealed. This shall include, but not be limited to vehicles, mailboxes, driveway culverts, flower gardens, poles, etc. The successful vendor(s) shall make immediate notification to the Knox County inspector assigned to that project if damage occurs. The property owner shall also be notified immediately, and a course of corrective action discussed and agreed upon at the earliest possible time; in no event shall the vendor(s) exceed forty-eight (48) hours to notify the property owner of damage to their personal property.

3.38 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.39 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for period of twelve (12) months from the first day of the Contract period. The price per square yard shown in Section VI shall include all costs for final placement according to TDOT specifications or as directed by the Knox County Engineering and Public Works Department.

If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices,
- **b.** Request a lower price increase,
- **c.** Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.40 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.41 **QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. It shall be the successful Contractor's sole responsibility to verify specific job quantities prior to beginning work for approved jobs.

3.42 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.43 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.44 **SAFETY:** Contractor(s) 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.

3.45 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto.

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. 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 by TOSHA, OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. 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.

3.46 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.47 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

3.48 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **November 14, 2024**. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

4.1 **SCOPE OF WORK:** This work shall consist of applying Asphalt Rejuvenating agent to bituminous asphalt roadways for Knox County. The awarded Contractor(s) will provide all necessary mobilization, labor, material, equipment and traffic control to perform all application operations as requested by the Knox County Engineering and Public Works Department on an as-needed basis. The rejuvenation of surface courses will be performed by spray application of a specialized rejuvenating agent composed of petroleum oils and resins emulsified with water. All work will be performed in accordance with these specifications.

4.2 **APPLICATING EQUIPMENT:** The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with allowable variation from any specified rate not to exceed five (5) percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the County that controls the rate of product application. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the County.

The truck used for applying slag screenings, or other aggregate approved by the County shall be equipped with a spreader allowing slag screenings to be uniformly distributed onto the pavement. The spreader shall be able to apply one-half (1/2) pound to three (3) pounds of slag screenings per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the slag screenings onto driveways or lawns. The slag screenings to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet slag screenings will be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the desired results, shall be repaired or replaced at the direction of the County.

4.3 **APPLICATION OF REJUVENATING AGENT:** The asphalt rejuvenating agent shall be applied by distributor truck at the temperature recommended by the manufacturer and at the pressure required for proper distribution. The emulsion distribution shall be applied uniformly to all points of the areas to be treated. Distribution will begin with the truck in motion and to operating speed to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed will receive additional treatment as may required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half (1/2) width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road will overlap the previous application by at least one-half (1/2) the width of the nozzle spray. In any event the centerline construction joint of the pavement will be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at a rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for job site conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the County following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the County grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the County, will have the required amounts applied in two (2) or more applications as directed. After the rejuvenating emulsion has penetrated, a light coating of dry slag screenings, or other aggregate approved by the County, will be applied to the surface in the sufficient amount to protect the traveling public as required by the County. The slag screenings shall be swept and removed from the streets and properly disposed at the Contractor’s expense within twenty-four (24) hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the County, the Contractor will take representative samples of material for testing.

4.4 **BARRICADES AND WARNING SIGNALS:** Where the work is located in or adjacent to any road or public place, the Contractor shall, at their own expense, furnish and install such barricades, fences and warning lights and provide such security guards as are required to protect persons, property and the work. Barricades will be reflectorized to be visible at night. From sunset to sunrise, the Contractor must furnish and maintain at least one (1) light at each barricade. The Contractor is solely responsible for all damages to the work site due to failure of barricades, signs, lights, and watchmen to protect it. The Contractor's responsibility for the maintenance of barricades, signs, lights and security guards shall not cease until the project has been accepted by the County.

4.5 **HANDLING OF ASPHALT REJUVENATING AGENT:** Contents in tank cars or storage tanks must be circulated for at least forty-five (45) minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate must be loaded first and then add the required amount of water. The water will be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe will be kept below the surface of the material in the distributor. The distributor truck will be cleaned of all asphalt materials and washed out to the extent no discoloration of the emulsion is evident. Cleanliness of the spreading equipment shall be subject to the approval of the County.

4.6 **MATERIAL PERFORMANCE:** The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been affected shall be by analysis of the chemical properties of said asphalt binder, i.e., viscosity, shall be improved to the following extent. The viscosity shall be reduced by a minimum of forty percent (40%) as determined by dynamic shear rheometer (DSR) method for asphalt testing in accordance with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five (5) years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

Bidders must submit with their bid documentation and test data demonstrating;

4.6.1 The manufacturer's certification the rejuvenating material proposed for use is in compliance with these specifications.

4.6.2 The rejuvenating agent has been used successfully for a period of five (5) years by other government agencies such as Cities, Counties or State Departments of Transportation.

4.6.3 The asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and penetration numbers.

4.6.4 Such product performance is consistent on a sufficient number of projects. Testing data shall be submitted to indicate said product performance over a testing period of three (3) years to ensure reasonable life expectancy.

4.7 **MATERIAL SPECIFICATIONS:** The asphalt rejuvenating agent will be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each Contractor submitting a bid must include a statement from the manufacturer of the asphalt rejuvenating emulsion to be used conforms to the required physical and chemical requirements shown in Section 4.11. Knox County will be the sole authority for determining if the rejuvenating agent proposed with the bid is acceptable.

4.8 **METHOD OF MEASUREMENT:** Asphalt rejuvenating agent will be measured by the square yard as provided for in the contract documents.

4.9 **PRODUCT STANDARD:** The product Reclamite® for the asphalt rejuvenating agent as manufactured by Golden Bear Oil, a division of Tricor Refining, LLC is an acceptable rejuvenating agent for these specifications.

4.10 **QUALIFICATIONS:** The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The Bidder shall have a minimum of three (3) years of experience in applying the proposed product.
The Bidder must submit with their bid a list of three (3) projects of which asphalt rejuvenating agent was applied. Provide the required information in **Attachment C**.

4.11 REJUVENATION AGENT SPECIFICATIONS:

Test	Test Method ASTM	AASHTO	Requirements Min	Max
Tests on Emulsion:				
Viscosity@ 25°C, SFS	D-244	T-59	15	40
Residue, %w[1]	D-244 (Mod)	T-59 (Mod)	60	65
Miscibility Test[2]	D-244 (Mod)	T-59 (Mod)	No Coagulation	
Sieve Test, %w[3]	D-244 (Mod)	T-59 (Mod)		0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance	GB	GB		30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D92	T-48	196	
Viscosity@ 60°C, cSt	D-445		100	200
Asphaltenes, %w	D-2006-70			0.75
Maltene Distribution Ratio (PC + A1) / (S + A2) [4]	D-2006-70		0.3	0.6
PC/S Ratio[4]	D-2006-70		0.5	
Saturated Hydrocarbons, S[4]	D-2006-70		21	28

1 ASTM D244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
2 Test procedure identical with ASTM D24460 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3 Test procedure identical with ASTM D244-60 except that distilled water shall be used in place of two percent sodium oleate solution.
4 Chemical composition by ASTM Method D200670: PC = Polar Compounds, A1 = First Acidaffins: A2 = Second Acidaffins, S = Saturated Hydrocarbons

4.12 RESIDENT NOTIFICATION: The Contractor shall distribute by hand a typed notice to all residences and businesses on the road to be treated. The notice will be delivered no more than twenty-four (24) hours prior to the treatment of the road. The notice will have a local phone number where residents may call to ask questions. The notice will be of the door hanger type securing to the door handle of each dwelling. Unsecured notices are not allowed. The Contractor must also place the notice on the windshield of any cars parked on the roadway. Hand distribution of this notice will be considered incidental to the contract.

4.13 RESPONSE TIME: The contractor shall commence work no later than fifteen (15) calendar days from notice by Knox County of our intentions to place any specified pay items.

4.14 ROADWAY PREPARATION: The Contractor shall be responsible for sweeping and cleaning of the roadways prior to, and after, treatment. All equipment necessary for roadway preparation shall be on hand and approved before work will be permitted to begin. The equipment shall include a power broom or other mechanical sweeping equipment, pressure distributor and such other equipment and small tools as may be required to perform the work in a satisfactory manner. In addition, prior to any asphalt rejuvenating agent application, the existing surface shall be clean, dry and free from any debris, and Knox County shall inspect the surface and approve the cleanliness of the surface.

All slag screenings used during the treatment must be removed no later than twenty-four (24) hours after treatment of the roadway. This shall be accomplished by a combination of hand and mechanical sweeping.

All turnouts, cul-de-sacs, driveways, etc., must be cleaned of any material to the satisfaction of the County. Roadway preparation will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the County, additional slag screenings are required, said material shall be applied by the contractor. Slag screenings shall be swept up no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplication and removal of slag screenings.

4.15 **TDOT REGULATIONS:** Asphalt rejuvenating agent services must meet the Tennessee Department of Transportation, Bureau of Highways, Standard Specifications for Road and Bridge Construction dated January 01, 2021, including any subsequent revisions or special provisions.

4.16 **TRAFFIC CONTROL:** Contractor must provide traffic control to maintain safety for both the Contractor and public. The Contractor must provide an adequate staff to maintain traffic in and around the work area. Contractor will provide all necessary equipment (e.g.: stop/slow signs, barrels, cones). Contractor will be responsible for the flow of traffic and must maintain a safe environment for traffic at all times.

The Contractor shall schedule their operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be dept closed and free from traffic until penetration, in the opinion of the County, has become complete and the area is suitable for traffic.

When, in the opinion of the County, traffic must be maintained at all times on a particular road, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The Contractor shall notify Knox County 911 as to the roadways to be treated each day.

The maintenance of traffic for the application of the asphalt rejuvenating agent shall be included in the items bid. The Contractor will notify the Knox County Engineering and Public Works Director or designee by submission of a work zone/traffic control plan in advance, with anticipated schedule of roads to be treated and total road closures for the notification of emergency services providers and other stakeholders. A detour plan is required for road closures.

All traffic control must be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration. If, in the opinion of the County, proper traffic control devices and/or signage are not being used, the Contractor shall stop all operations until safe proper traffic control devices and/or signage are achieved.

4.17 **WEATHER LIMITATIONS:** The temperature of the asphalt rejuvenating emulsion, at the time of application shall be recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no threat of rain. The agent shall not be applied when the ambient temperature is below forty (40) degrees Fahrenheit.

****Please note that it is not necessary to return pages one (1) through fifteen (15) with your response.**
You must complete and return pages sixteen (16) through twenty-two (22).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3609, ASPHALT REJUVENATOR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's Email address: _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Total number of years in business: _____

5.12 Total number of years applying asphalt rejuvenator: _____

5.13 Total number of local employees to be utilized for this Contract, if awarded: _____

5.14 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO

5.15 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? YES NO

5.16 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19? YES NO

5.17 Did you attach your completed Bid Envelope Cover as detailed in Section 3.8? YES NO

SECTION V VENDOR INFORMATION FOR BID NUMBER 3609, ASPHALT REJUVENATOR SERVICES – CONTINUED

VENDOR NAME: _____

5.18	**Did you include your certifications as detailed in Section 3.10?**	**YES**	**NO**
5.19	**Did you complete and include the Drug Free Affidavit as detailed in Section 3.19?**	**YES**	**NO**
5.20	**Did you attach your Equipment List as detailed in Section 3.20?**	**YES**	**NO**
5.21	**Did you include your fully executed Insurance Checklist as detailed in Section 3.26?**	**YES**	**NO**
5.22	**Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.31?**	**YES**	**NO**
5.23	**Did you include the Material Performance Test Data as detailed in Section 4.6?**	**YES**	**NO**
5.24	**Did you include Material Specifications statement from the manufacturer as detailed in Section 4.7?**	**YES**	**NO**
5.25	**Did you complete and include your Qualifications as detailed in Section 4.10?**	**YES**	**NO**
5.26	**Can you meet the Response Time as detailed in Section 4.13?**	**YES**	**NO**

SECTION VI VENDOR PRICING FOR BID NUMBER 3609, ASPHALT REJUVENATOR SERVICES

VENDOR NAME: _____

6.1

ITEM DESCRIPTION	**UNIT OF MEASURE**	**UNIT PRICE**
Asphalt Rejuvenator	**Square Yard**	$ _____

Failure to provide any of the above or requested information in this IFB may be cause for disqualification.

SECTION VII VENDOR EQUIPMENT LIST FOR BID NUMBER 3609, ASPHALT REJUVENATOR

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Quantity of Resources or Equipment	Equipment or Resource	Age, Mileage and/or Hours	Condition

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3609

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X — ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE — X — OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY — X — PROJECT — LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ **AUTHORIZING SIGNATURE:** _____

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3609

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, _____, President or other Principal Officer of

_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 20_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3609

VENDOR NAME: _____

Bidder shall submit a list of three (3) similar sized asphalt rejuvenator projects performed within the last two (2) years. Do not list any Knox County Government projects.

Project # 1

Name of Agency: _____

Contact Person: _____ Phone number: _____

E-mail address (required): _____

Date of Project: _____ Number of Roads: _____ Square Yards: _____

Services Provided: _____

Dollar amount: $_____ (over the life of the Contract)

Contract start date: _____ Contract end date: _____

Project #2

Name of Agency: _____

Contact Person: _____ Phone number: _____

E-mail address (required): _____

Date of Project: _____ Number of Roads: _____ Square Yards: _____

Services Provided: _____

Dollar amount: $_____ (over the life of the Contract)

Contract start date: _____ Contract end date: _____

Project #3

Name of Agency: _____

Contact Person: _____ Phone number: _____

E-mail address (required): _____

Date of Project: _____ Number of Roads: _____ Square Yards: _____

Services Provided: _____

Dollar amount: $_____ (over the life of the Contract)

Contract start date: _____ Contract end date: _____

BID ENVELOPE COVER

NAME OF PROJECT: **Asphalt Rejuvenator Services**
Invitation for Bids #3609

SEALED BIDS WILL BE RECEIVED BY:

Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

UNTIL: **2:00 p.m. local time** (TIME) **December 3, 2024** (DATE)

COMPLETE ALL BLANKS!

BIDDER _____

STREET ADDRESS _____

CITY / STATE / ZIP CODE _____

TENNESSEE CONTRACTOR'S LICENSE NUMBER _____

LICENSE CLASSIFICATION _____ (if applicable to this project) _____ Dollar Limit

ARE SUB-CONTRACTORS TO BE USED ON THIS PROJECT? **YES** **NO**

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

PLACE THIS COVER SHEET ON THE OUTSIDE OF SEALED BID.

Attachment B

Contractor's Response
to
Invitation for Bids #3609

PAVEMENT TECHNOLOGY INC.

ORIGINAL

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

November 25, 2024

Knox County
Procurement Division
Suite 100
1000 N. Central St.
Knoxville, TN 37917

RE: Invitation for Bids #3609 - Asphalt Rejuvenator Services

Dear Sir/Madam,

Please find enclosed our signed original bid and one exact copy, in response to IFB #3609 - Asphalt Rejuvenator Services.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you for your time and consideration.

Sincerely,

Debbie Cancelliere

Debbie Cancelliere
Contracts Manager
dcancelliere@pavetechinc.com

SECTION V VENDOR INFORMATION FOR BID NUMBER 3609, ASPHALT REJUVENATOR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: Pavement Technology, Inc.

5.2 Vendor number as assigned by Knox County: 85233

5.3 Street Address: 24144 Detroit Rd.

City: Westlake **State:** OH **Zip:** 44145

5.4 Contact Person: Debbie Cancelliere

5.5 Telephone Number: 440-892-1895

5.6 Vendor's Email address: dcancelliere@pavetechinc.com

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink) Susan Durante, Secretary/Treasurer

5.8 Vendor's Knox County Business License Number: 0419098
(If Applicable) ***Attach A Copy Of The License.***

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? **[YES]** **NO** **YES, WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Total number of years in business: 52

5.12 Total number of years applying asphalt rejuvenator: 52

5.13 Total number of local employees to be utilized for this Contract, if awarded: 0
*Due to the likely short duration of this project, we would be unable to utilize local employees.

5.14 Did you include the correct number of exact copies as detailed in Section 1.9? **[YES]** **NO**

5.15 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? **YES** **[NO]**

5.16 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19? **[YES]** **NO**

5.17 Did you attach your completed Bid Envelope Cover as detailed in Section 3.8? **[YES]** **NO**

SECTION V VENDOR INFORMATION FOR BID NUMBER 3609, ASPHALT REJUVENATOR SERVICES – CONTINUED

VENDOR NAME: Pavement Technology, Inc.

5.18	Did you include your certifications as detailed in Section 3.10?	YES	NO
5.19	Did you complete and include the Drug Free Affidavit as detailed in Section 3.19?	YES	NO
5.20	Did you attach your Equipment List as detailed in Section 3.20?	YES	NO
5.21	Did you include your fully executed Insurance Checklist as detailed in Section 3.26?	YES	NO
5.22	Did you include a copy of your State of Tennessee Contractor's License as detailed in Section 3.31?	YES	NO
5.23	Did you include the Material Performance Test Data as detailed in Section 4.6?	YES	NO
5.24	Did you include Material Specifications statement from the manufacturer as detailed in Section 4.7?	YES	NO
5.25	Did you complete and include your Qualifications as detailed in Section 4.10?	YES	NO
5.26	Can you meet the Response Time as detailed in Section 4.13?	YES	NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3609, ASPHALT REJUVENATOR SERVICES

VENDOR NAME: Pavement Technology, Inc.

6.1

ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Asphalt Rejuvenator	Square Yard	$ 1.22

Failure to provide any of the above or requested information in this IFB may be cause for disqualification.

SECTION VII VENDOR EQUIPMENT LIST FOR BID NUMBER 3609, ASPHALT REJUVENATOR

VENDOR NAME: Pavement Technology, Inc.

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Quantity of Resources or Equipment	Equipment or Resource	Age, Mileage and/or Hours	Condition
1	Dodge Ram 3500 Pickup Truck	3 years/103,000 miles	Good
1	GMC Sierra Pickup Truck	3 years/86,000 miles	Good
1	Peterbilt 2400 Gal Bearcat Dist Truck	3 years/82,500 miles	Good
1	Peterbilt 348 Dump Truck	3 years/42,900 miles	Good
1	Freightliner M2 Johnston Sweeper	6 years/140,200 miles	Good
1	GMC Sierra Pickup Truck	3 years/87,300 miles	Good
1	GMC Sierra Pickup Truck	2 years/41,000 miles	Good
1	Dodge Ram 3500 Pickup Truck	3 years/104,000 miles	Good
1	Freightliner M2 Johnston Sweeper	4 years/86,000 miles	Good
1	Peterbilt 348 2400 Gal Bearcat Distributor Truck	5 years/143,000 miles	Good
1	Peterbilt 348 Dump Truck	4 years/79,000 miles	Good

NOTE: Attach additional pages if necessary.

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3609

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X — ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE — X — OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY — X — PROJECT — LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR No separate limit is devoted to this coverage	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE) No separate limit is devoted to this coverage	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: McGowan Insurance **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Pavement Technology, Inc. **AUTHORIZING SIGNATURE:** _____

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3609

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, Susan Durante, President or other Principal Officer of

Pavement Technology, Inc., swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: Pavement Technology, Inc.
Name of Company

STATE OF ~~TENNESSEE~~ OHIO {COUNTY OF CUYAHOGA }

Subscribed and sworn before me by Susan Durante,

President or Principal Officer of Pavement Technology, Inc.,

On this 25th day of November 2024.

Notary Public

My Commission expires: Elizabeth Mielcusny
Notary Public, State of Ohio
My Commission Expires: February 27, 2025

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3609

VENDOR NAME: Pavement Technology, Inc.

Bidder shall submit a list of three (3) similar sized asphalt rejuvenator projects performed within the last two (2) years. Do not list any Knox County Government projects.

Project # 1

Name of Agency: City of Germantown

Contact Person: Bo Mills **Phone number:** 901-757-7350

E-mail address (required): bmills@germantown-tn.gov

Date of Project: 4/30/24 **Number of Roads:** 38 **Square Yards:** 116,432

Services Provided: Asphalt Rejuvenation

Dollar amount: $ 133,896.00 **(over the life of the Contract)**

Contract start date: 12/14/23 **Contract end date:** 8/16/24

Project #2

Name of Agency: City of Chattanooga

Contact Person: Eddie Tate **Phone number:** 423-643-6192

E-mail address (required): etate@chattanooga.gov

Date of Project: 5/22/24 **Number of Roads:** 70 **Square Yards:** 275,931

Services Provided: Asphalt Rejuvenation

Dollar amount: $ 325,000.00 **(over the life of the Contract)**

Contract start date: 3/20/24 **Contract end date:** 3/20/28

Project #3

Name of Agency: City of Kingsport

Contact Person: Tim Elsea **Phone number:** 423-366-3025

E-mail address (required): timelsea@kingsport-tn.gov

Date of Project: 5/11/24 **Number of Roads:** 26 **Square Yards:** 168,875

Services Provided: Asphalt Rejuvenation

Dollar amount: $ 199,272.50 **(over the life of the Contract)**

Contract start date: 11/16/23 **Contract end date:** 6/28/24

Submittals

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: (800) 333-6309 (440) 892-1895
Fax: (440) 892-0953

EQUIPMENT OPERATORS/PERSONNEL

This list is comprised of equipment operators available to perform work under this contract. The actual number of employees assigned to the project will depend on the size of the project.

EMPLOYEE	TITLE	CERTIFICATION
Kevin Wilson	Supervisor	CDL – Class A w/Tanker Endorsement
EJ Buena	Assistant Supervisor	CDL – Class A
Derick Vargas	Driver	CDL – Class A w/Tanker Endorsement
Aaron Shane	Driver	CDL – Class A w/Tanker Endorsement
Emerson Ramel	Driver	CDL – Class A
Vickie Houston	Driver	CDL – Class B w/Tanker Endorsement
Jonathan Nalls	Signs	CDL – Class A w/Tanker Endorsement
Bryant Hines	Cones	CDL – Class B

D & D EMULSIONS INC.

Quality Products and Dependable Service Since 1981

Licensed Manufacturer
Tricor Refining, LLC
Producers of Golden Bear© Preservation Products

CERTIFICATE OF COMPLIANCE

TO WHOM IT MAY CONCERN

PRODUCT: RECLAMITE®

IT IS HEREBY CERTIFIED THAT THE ABOVE PRODUCT DESIGNATED HEREON CONFORMS TO THE APPLICABLE SPECIFICATIONS FOR THE PRODUCT SO INDICATED, AND THAT PAVEMENT TECHNOLOGY, INCORPORATED HAS BEEN AN AUTHORIZED APPLICATOR FOR D & D EMULSIONS, INC., AN AUTHORIZED LICENSED MANUFACTURER FOR TRICOR REFINING, LLC.

Date: January 2, 2024 Approved by: V.P.

Title: Vice President

TRICOR REFINING, LLC
Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.393.7110 – Fax 661.393.1601

RECLAMITE® Asphalt Rejuvenating Agent

Specifications:

Tests	Test Method ASTM	Test Method AASHTO	Requirements Min.	Requirements Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w[1]	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test[2]	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w[3]	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance[4]	GB	GB	—	30
Cement Mixing	D-244			2.0
Tests on Residue from Distillation				
Flash Point, COC, °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---		0.75
Maltene Distribution Ratio $\frac{PC + A_1}{S + A_2}$[5]	D-2006-70	---	0.3	0.6
PC/S Ratio[5]	D-2006-70	---	0.5	---
Saturate hydrocarbons, S[5]	D-2006-70	---	21	28

[1]ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

[2]Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..

[3]Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

[4]Test procedure is attached.

[5]Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds, A_1 = First Acidaffins.
A_2 = Second Acidaffins, S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

Evaluation of Seal Coat Runway 16-34 Lajes Field, Azores

by
J. E. Pickett

Geotechnical Laboratory
U.S. Army Engineer Waterways Experiment Station
P.O. Box 631
Vicksburg, Mississipi

March 1983

Pavement Technology, Inc.
Preventive Maintenance Specialist
24144 Detroit Rd.
Westlake, OH 44145
1-800-333-6309

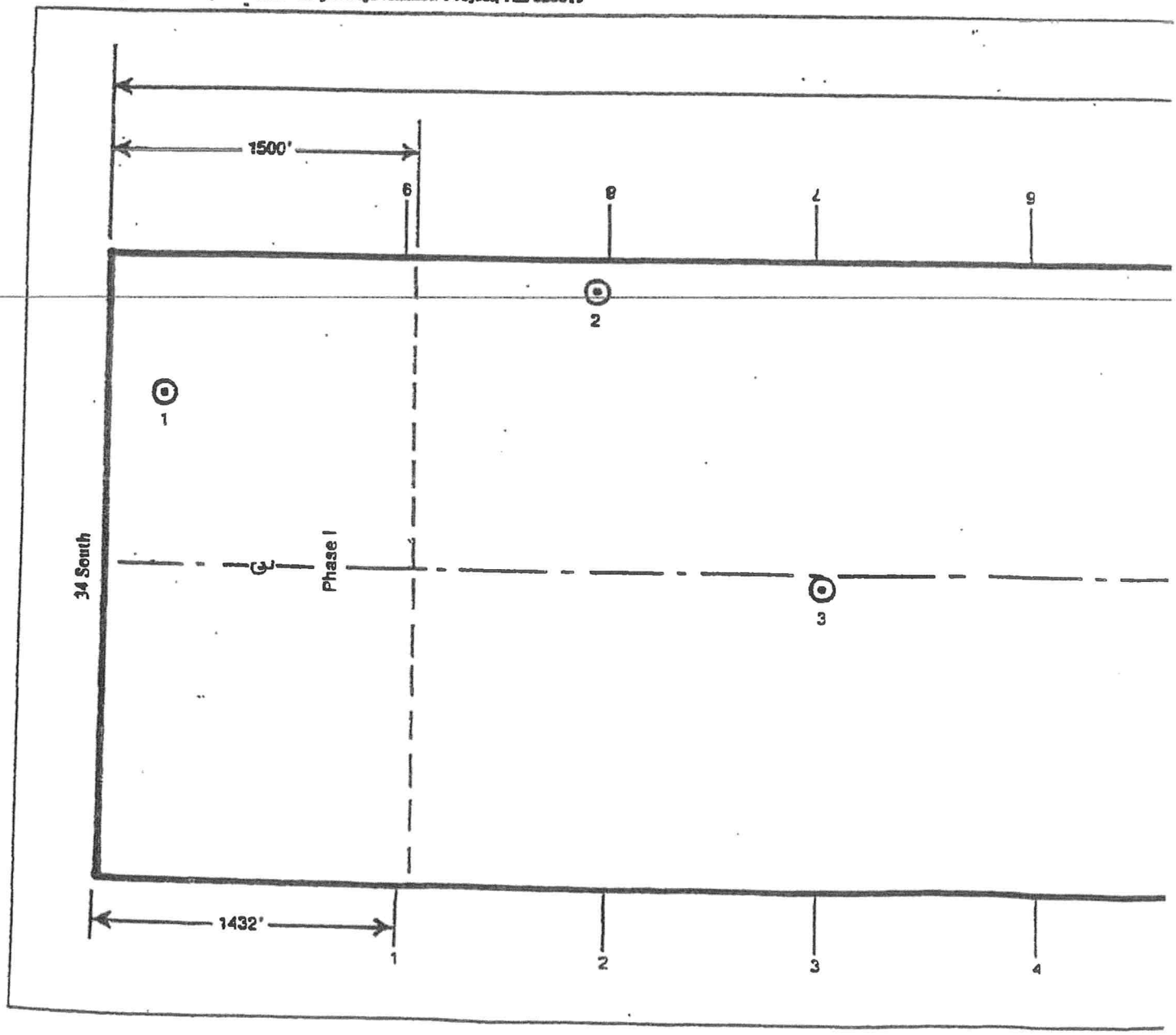


1. In February 1983, the Pavement Systems Division, Geotechnical Laboratory, U.S. Army Engineer Waterways Experiment Station (WES), Vicksburg, Mississippi, was requested by the 1605th Air Base Wing (MAC), Lajes Field, Azores, to provide technical assistance and construction inspection of the rejuvenator project on Runway 16–34, which included sampling and laboratory testing. Treatment of the runway was performed 10–15 March. An excess of Reclamite remaining from projects in 1979 and 1983 was used to treat some parking aprons and taxiways.

2. Messrs. Jack E. Pickett and James E. Schoenberger traveled to Lajes Field on 28 February 1983 to take samples before and after treatment and to observe the rejuvenator application.

3. The 10,864–ft runway was divided into sections and treated in three phases. This was

Incl 1 Layout of sampled areas Lajes Rejuvenation Project, AZ 820019



done so the runway could remain open to traffic during treatment. Before treatment, one set of three 6-in. cores were taken at each of eight locations, selected at random throughout the runway, two sets from Phase I and three sets each from Phases II and III. Core locations are shown on Incl 1. After treatment, three additional cores were taken at each location within 2 to 4 ft of the original core locations and in the same construction lane.

The samples were processed by sawing 3/8 in. of material from the upper surface. The asphalt was extracted from this 3/8-in.-thick sample and recovered; untreated samples were processed at the field laboratory at Lajes. The recovered asphalt and treated samples were returned to WES for processing and penetration and viscosity testing. Results of these laboratory tests are summarized in Table I. Test results indicate the rejuvenation of

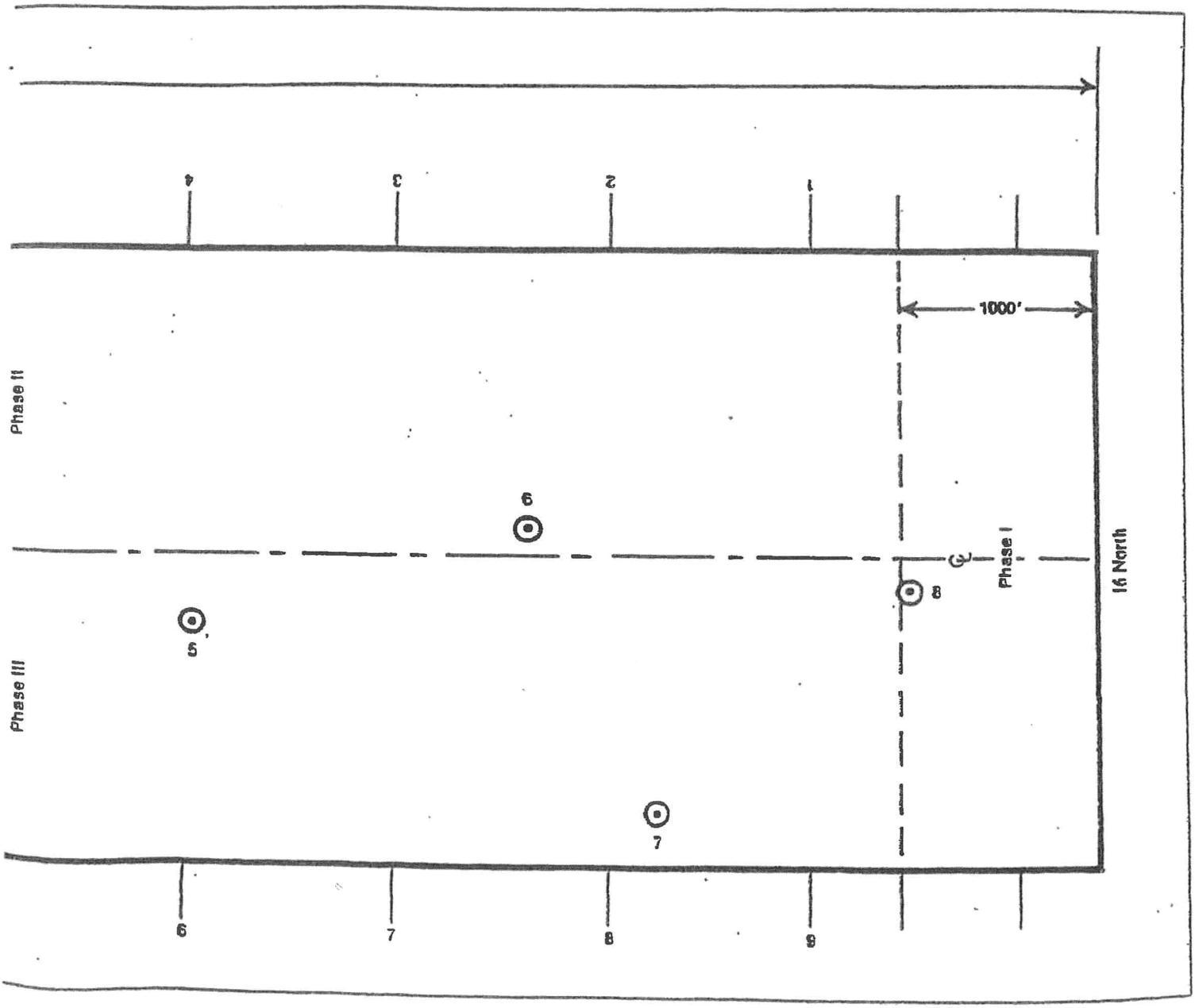


Table I

Lajes Rejuvenator, 1983

Sample Number	Station From South End R/W & C	Penetration 77°F (25°C) 100 g, 5 sec 0.1 mm		Absolute Viscosity 140°F (60°C) 300.0 mm Hg Vacuum, Poises	
		Untreated	Treated	Untreated	Treated
1	2+43, 83.7 ft W	11.00	20.00	401, 351	65, 420
2	23+55, 134.9 ft W	11.00	23.00	449, 520	62, 011
3	34+34, 5.1 ft E	13.00	31.00	242, 293	32, 860
4	52+07, 51.3 ft W	9.00	27.00	1, 852, 362	43, 497
5	64+36, 32.4 ft E	4.00	17.00	2, 774, 367	177, 941
6	80+67, 14.6 ft W	9.00	22.00	863, 971	62, 736
7	86+86, 121.4 ft E	6.00	34.00	1, 263, 880	23, 444
8	99+17, 17 ft E	6.00	29.00	1, 318, 687	41, 392
Average		8.63	25.38	1, 145, 804	63, 663
Change (%)		Penetration	194.00	Viscosity	94.40
			Increase		Decrease

Runway 16–34 was satisfactory. The penetration test shows an increase of approximately 194 percent and the viscosity test shows a decrease of approximately 94 percent. The specification requires the average penetration to be increased by 20 percent and the average viscosity to be decreased by 40 percent.

4. The contractor for the project was Mr. Colin M. Durante, Pavement Technology, Inc., 11260 Berett Road, Cleveland, Ohio 44102. He elected to use Reclamite, a proprietary material manufactured by the Golden Bear Division of Witco Chemical Corporation, Bakersfield, California, as a rejuvenator. Reclamite is a resin-based emulsion that leaves an oily residue and is applied with a bituminous distributor. The Reclamite material was mixed at the job site in a two to one ratio with water, two parts Reclamite to one part water. The Reclamite mixture at ambient temperature (60–70°F) was sprayed onto the runway pavement by using a 1140 gal bituminous distributor equipped with a 10-ft spray bar. Application rates were varied intentionally to avoid excess rejuvenator in areas, such as recently patched areas, and areas with rubber build-up. Areas outside regular traffic were sprayed heavier, which would not bother air traffic, in case of excess rejuvenator on the surface. Dates of treatment and application rates (gal/yd²) are shown in Table II. The remainder of the material was used to spray various taxiways and parking aprons.

Table II

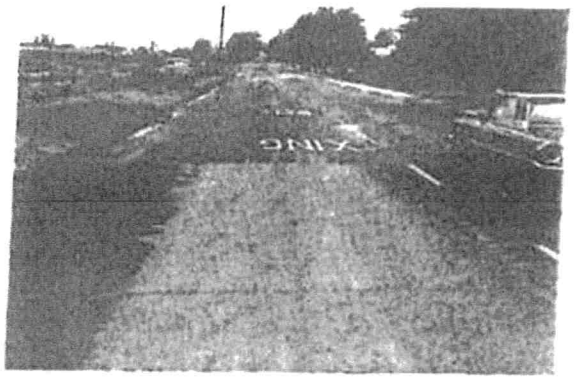
Phase I	
Center 100-ft-wide area	0.053 gal/sq yd
All other areas	0.061 gal/sq yd
Phase II	
From center line runway out 50 ft	0.055 gal/sq yd
All other areas	0.066 gal/sq yd
Phase III	
From center line runway out 50 ft	0.058 gal/sq yd
All other areas	0.074 gal/sq yd

Jack E. Pickett
Materials Engineering Technician
Pavement Systems Division
Geotechnical Laboratory

Construction seal.



Reclamite was used as a construction seal. For comparison, the lower left area was not treated.



Reclamite was used as a construction seal on the dry areas of this pavement. Untreated areas are still wet from water penetrating the surface.



Reclamite was used as a construction seal on the dry areas of the pavement.

Penetration values of asphalt extracted from cores (New Mexico Highway Department).

Core	Depth	Value
Reclamite treated (2 years)		
1	Top ½"	52
2	Top ½"	48
3	Top ½"	40
Untreated		
4	Top ½"	17
5	Top ½"	23
6	Top ½"	22

Penetration values of asphalt extracted from cores (Douglas Street, Kern County, Calif.).

Depth	Reclamite treated 6 mos.	30 mos.
Top ½"	37	25
Untreated		
Top ½"	18	13

Penetration values of asphalt on cores taken at intervals over period of time (Day Street, Kern County, Calif.).

Depth	Reclamite treated 2 mos.	18 mos.	36 mos.
Top ½"	82	48	40
Untreated			
Top ½"	23	19	16

Asphalt Pavement And Recycling Technologies, Inc.
5207 Minter Field Avenue — Shafter, CA 93263
Telephone: (661) 393-2748 — Fax: (661) 393-2804
stevee@apartshafter.com — bobs@apartshafter.com

Report: 15-1229 — **January 8, 2016**

Customer: Pavement Technology, Inc. – Colin Durante, John Schlegel

Project: Charleston County, South Carolina – 2015 Reclamite Application

Samples Submitted:

Sixteen core samples (8 untreated and 8 treated with RECLAMITE®) identified as:

Forest Trail, Halsey Boulevard, Patterson Avenue, South Rhett Avenue, Shadowmoss Parkway, Algon Quin Road, Queen Street, Wingo Way

Requested Testing:

Determine the Dynamic Shear Rheological properties at 60° C of the recovered asphalt binder from the top 3/8-inch layer of each core. These properties include viscosity, phase angle, complex, elastic and viscous moduli.

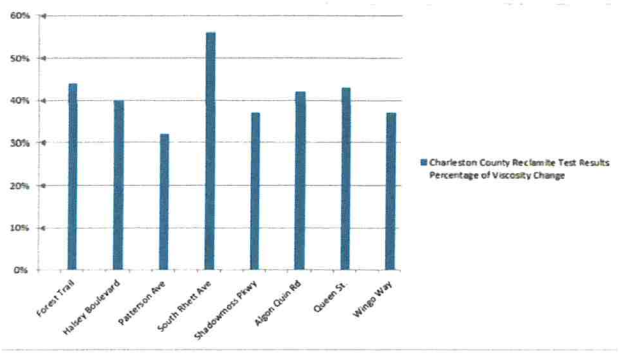
Summary of Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365. Viscosity and phase angle, as well as, complex, elastic and viscous moduli were determined on the recovered asphalt binder using Dynamic Shear Rheology as prescribed by AASHTO T315. Test results are reported by Table I.

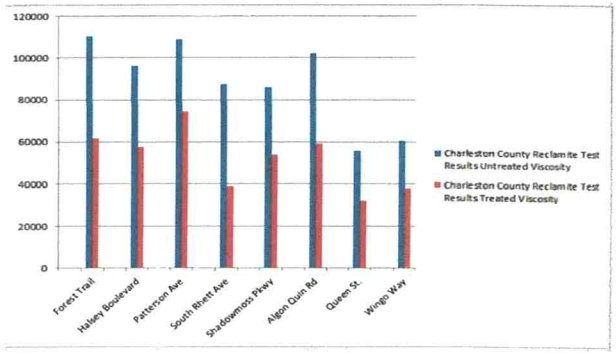
Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Sample Identification	Viscosity 60°C, Poises	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	Viscous
Forest Trail					
Untreated	110430	57.8	110720	59055	93653
Treated	61394	68.9	61556	22166	57427
	44% decrease				
Halsey Boulevard					
Untreated	96417	65.8	96672	39579	88198
Treated	57450	69.1	57601	20572	53802
	40% decrease				
Patterson Avenue					
Untreated	108930	65.5	109220	45355	99359
Treated	74116	67.5	74311	28457	68646
	32% decrease				
South Rhett Avenue					
Untreated	87271	66.9	87501	34302	80498
Treated	38807	70.8	38909	12787	36748
	55% decrease				
Shadowmoss Parkway					
Untreated	85824	67.5	86024	37873	80729
Treated	53725	69.6	53892	23267	49505
	37% decrease				
Algon Quin Road					
Untreated	102100	64.7	102370	43770	92539
Treated	58971	68.4	59126	21781	54968
	42% decrease				
Queen Street					
Untreated	55747	59.9	55867	33013	49677
Treated	32020	70.2	32158	17667	29074
	42% decrease				
Wingo Way					
Untreated	60464	68.2	60624	22522	56285
Treated	37862	70.1	37962	18947	32896
	37% decrease				

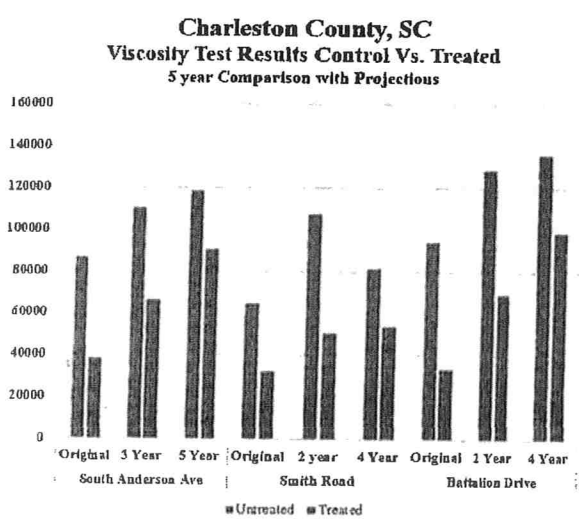
Charleston County, South Carolina
Reclamite Application 2015
Change in Viscosity Results

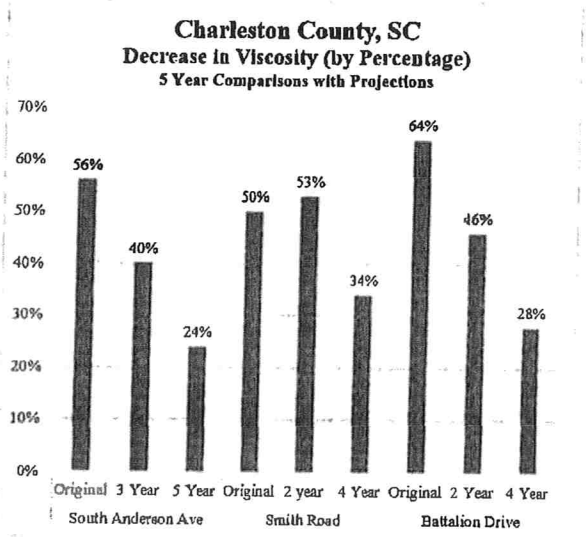


Charleston County, South Carolina
Reclamite Application 2015
Viscosity Test Results Control vs. Treated



Sample Identification	Viscosity 60° C, Poises		
	Original	3 Year	5 Year
South Anderson Avenue			
Untreated	86177	109950	118490
Treated	38220	66424	90198
Percentage Decrease	56%	40%	24%
	Original	2 Year	4 Year
Smith Road			
Untreated	64993	107220	81289
Treated	32426	50643	53746
Percentage Decrease	50%	53%	34%
	Original	2 Year	4 Year
Battalion Drive			
Untreated	94533	128750	136340
Treated	33743	69437	98896
Percentage Decrease	64%	46%	28%





PAVEMENT
TECHNOLOGY
INC.

Asphalt Recycling & Preventive Maintenance Specialists

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Experience Outline

Operations and Fleet Manager – Michael Faustini

2003 – 2018 Fleet Owner/Operator – Faustini Trucking Inc., Tampa, Florida

- Interviewing, hiring/firing of staff, payroll, log audits, DOT, safety maintenance on equipment, purchasing of equipment, packing, loading/unloading, driving, and sales.
- In 2018 the fleet was sold.

2018 – Present Pavement Technology, Inc., Westlake, Ohio

- General laborer/driver – rejuvenating agents and crack sealing roadways
- General supervisor in charge of rejuvenating agent application, crack sealing and other miscellaneous construction work
- Fleet Manager in charge of all repairs and scheduling repairs for all trucks and equipment
- Operations and Fleet Manager – in charge of scheduling and day to day operations.
- ATSSA Flagger Course
- Advanced TTC - Florida Department of Transportation

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Asphalt Recycling & Preventive Maintenance Specialists

Experience Record

Reclamite® Asphalt Rejuvenating Agent Application

City and Contact	Project Information	Using Reclamite® Since
City of Hendersonville Sarah Lock 101 Maple Drive North Hendersonville, TN 37075 P: 615-590-4640 E: slock@hvilletn.org	2023 Annual Pavement Rejuvenation Services Completed 6/10/2024 78,178 sq. yds. $93,813.60	1999
Montgomery County Jackie Powers 1213 Highway Drive Clarksville, TN 37043 P: 931-648-5740 E: jlpowers@mcgtn.net	2023 Asphalt Rejuvenation Completed 5/22/2024 239,037 sq. yds. $278,392.55	2022
City of Germantown Bo Mills 1930 Germantown Road South Germantown, TN 38138 P: 901-757-7350 E: bmills@germantown-tn.gov	2024 Rejuvenation Completed 4/30/2024 116,432 sq. yds. $133,896.80	2005
City of Forest Hills Brad Bivens 6300 Hillsboro Pike Nashville, TN 37215 P: 615-383-8420 E: brad.bivens@neel-schaffer.com	2023 PW 2023-02 Street Preservation Completed 9/15/2023 38,772 sq. yds. $46,807.80	2007
City of Chattanooga Eddie Tate 1250 Market Street, Suite 2110 Chattanooga, TN 37402 P: 423-643-6192 E: etate@chattanooga.gov	2024 Asphalt Rejuvenating Agent Completed 5/22/2024 275,931 sq. yds. $325,000.00	2005

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

PAVEMENT TECHNOLOGY, INC

404991

ID NUMBER: 35393
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2025

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

PAVEMENT TECHNOLOGY, INC
24144 Detroit Road
WESTLAKE, OH 44145

State of Tennessee

404991 13564528

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
PAVEMENT TECHNOLOGY, INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 35393
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2025
$1,500,000; S-Asphalt Recy

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

BOARD FOR LICENSING CONTRACTORS

AREAS OF CERTIFICATION/MONEY LIMITS

$1,500,000; S-Asphalt Recy

SHERRY WITT
KNOX COUNTY CLERK

P O BOX 1566

KNOXVILLE, TN 37901

LICENSE
0419098

STANDARD BUSINESS TAX LICENSE

Mailing

143448 PAVEMENT TECHNOLOGY, INC.

24144 DETROIT RD
WESTLAKE, OH 44145

Location

PAVEMENT TECHNOLOGY, INC.

24144 DETROIT RD
WESTLAKE, OH 44145

COLIN M DURANTE
SUSAN J DURANTE

LOCAL ACCOUNT NUMBER	143448
STATE ACCOUNT NUMBER	1001745502
TRANSACTION NUMBER	
CLASS	04
SALES TAX NUMBER	

ISSUE DATE	05/01/24
TAX PERIOD	STARTED - 05/01/2024
PAYMENT DUE BY	4/15/2025
EXPIRATION DATE	5/15/2025

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

Jay Wamsley
DEPUTY CLERK SIGNATURE JAYW WK182 Drawer:182 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

DETACH THIS PORTION FOR CONFIDENTIAL FILE

SHERRY WITT, KNOX COUNTY CLERK

LICENSE
0419098

STANDARD BUSINESS TAX LICENSE

Total Due: 15.00
Cash: Check: 15.00 Check No.: 70736 Change:
JAYW WK182 Drawer: 182 Site: 1
Work Date: 05/01/2024

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

CORPORATE RESOLUTION

Pavement Technology, Inc.

I hereby certify that I am the Founder and President of PavementTechnology, Inc., a corporation duly organized and existing under the laws of the State of Ohio; that on this 2nd day of January, 2007, the board of directors of said Corporation authorized and approved the Secretary/Treasurer of said corporation to execute any proposals and contracts for and in behalf of said corporation; that said authority is not contrary to any provision in the articles of incorporation or code of regulations or code of bylaws of said corporation; that said authority has not been rescinded or modified and that Susan J. Durante is the duly elected and acting Secretary/Treasurer of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 2nd day of January, 2007.

Colin M. Durante, President

Colin M. Durante

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/25/2024

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

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

PRODUCER
McGowan & Company, Inc.
20595 Lorain Rd
Fairview Park OH 44126

CONTACT NAME: Frances Lyons
PHONE (A/C, No, Ext): 440.895.4359 **FAX (A/C, No):** 440-333-3214
E-MAIL ADDRESS: flyons@mcgowaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	36161
INSURER B : Phoenix Insurance Company	25623
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PAVETEC-01
Pavement Technology, Inc
24144 Detroit Rd
Westlake OH 44145

COVERAGES **CERTIFICATE NUMBER:** 1125738597 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	DTCO324N6425	3/1/2024	3/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	8108L678293	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	CUP2J391570	3/1/2024	3/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB0K349145	3/1/2024	3/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Bid #3609 Asphalt Rejuvenator Services
Certificate Holder is included as an additional insured as required by written contract. It is further agreed that a waiver of subrogation applies in favor of the certificate holder as required by written contract. 10 day notice of cancellation for non-payment of premium, 30 day notice for all other reasons applies.

CERTIFICATE HOLDER

Knox County
1000 North Central Street, Ste 100
Knoxville TN 37917

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. **WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. **BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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POLICY NUMBER: DT-CO-324N6425-TIL-24 ISSUE DATE: 03-11-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM
CONTINUED ON IL T8 03

ADDRESS:
CONTINUED ON IL T8 03

WESTLAKE
OH
44145

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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POLICY NUMBER: CUP-2J391570-24-26 ISSUE DATE: 03/11/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**
B. **BLANKET ADDITIONAL INSURED**
C. **EMPLOYEE HIRED AUTO**
D. **EMPLOYEES AS INSURED**
E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
G. **WAIVER OF DEDUCTIBLE – GLASS**
H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
M. **BLANKET WAIVER OF SUBROGATION**
N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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POLICY NUMBER: 810-8L678293-24-26-G ISSUE DATE: 03-11-24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-0K349145-24-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

RLA-16811 **R-25-1-402**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a License Agreement with the Tennessee Department of Transportation for the maintenance of greenway facilities along Norris Freeway.
(Engineering and Public Works)

Attachments

Resolution
agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF GREENWAY FACILITIES ALONG NORRIS FREEWAY.

RESOLUTION: **R-25-1-402**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the State of Tennessee, acting by and through its Commissioner of Transportation, and Knox County, Tennessee desire to enter into a License Agreement for the maintenance of greenway facilities along Norris Freeway, as further detailed in the attached agreement; and

WHEREAS, the proposed License Agreement sets forth the terms and conditions for such use of the licensed premises.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The License Agreement with the Tennessee Department of Transportation for the maintenance of greenway facilities along Norris Freeway is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the License Agreement with the Tennessee Department of Transportation for the maintenance of greenway facilities along Norris Freeway shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 1
P. O. Box 58
Knoxville, Tennessee 37901
(Local government)

Project No: TVA N.D.T.-3
Knox County
Tract Nos.: N/A
Request No.: 6554

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the _____day of _____, 20__ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and KNOX COUNTY, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises for a Greenway project on the north side of State Route 71 (U.S. 441) from near Log Mile 8.65 to Emory Road and on the south side of State Route 71 (U.S. 441) from Emory Road to near Log Mile 8.38 in Knox County, Tennessee, being more specifically described by the attached plans for the "Halls Park School Link – Phase II" which are attached as Exhibit A and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises for a Greenway project on the north side of State Route 71 (U.S. 441) from near Log Mile 8.65 to Emory Road and on the south side of State Route 71 (U.S. 441) from Emory Road to near Log Mile 8.38 in Knox County, Tennessee in accordance with the attached plans for the "Halls Park School Link – Phase II" (hereinafter referred to as the "Improvements").

2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises **for a public use purpose, subject to cancellation for failure to continue public use** for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.

3. **FEE** – Licensee shall pay $0 per year to the State for the use of the Licensed Premises.

4. **TERM** – The License is a 10 year, renewable license which shall begin on _____, 20_____ and shall end on _____, 20____.

5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.

7. **IMPROVEMENTS:**

A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the State. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the State, the State shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the State.

B. If Licensee proposes to construct any improvement over or under the roadway, Licensee shall submit detailed plans to the State for prior approval. If approved, Licensee shall construct and maintain the improvement in accordance with the approved plans and any additional standards established by the State, as set forth in Attachment "A" hereto or as it may hereafter be amended. Whether an improvement has been erected before or after this License Agreement, Licensee shall inspect the improvement at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement is structurally sound and maintained in accordance with the standards set by the State. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 CFR Part 650, as determined by the State. Licensee shall submit a copy of each inspection report to the State, and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the State, and its contractors or agents, a right to enter to the Licensed Premises upon the State's request for the purpose of conducting an inspection of any improvement made pursuant to this Licensed Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement identified in the Licensee's or the State's inspection. Any repair(s) made by Licensee are subject to approval by the State.

8. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

9. **FIRE HAZARD -** The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.

10. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or

installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

11. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.

12. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than $1 million dollars per occurrence and $300,000 per claimant, naming the State of Tennessee as an additional insured.

13. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.

14. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.

15. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

16. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).

17. **REVERSION –** In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee's use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.

18. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property's activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as "Section 4(f)"). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).

19. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.

20. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.

21. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:	**TO THE STATE:**
Knox County, Tennessee City-County Bldg., Suite 615 400 Main Street Knoxville, Tennessee 37902	Department of Transportation Brian Dickerson, Excess Land Office James K. Polk Bldg., 6th Floor 505 Deaderick Street Nashville, Tennessee 37243

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

LICENSEE:

KNOX COUNTY, TENNESSEE

By: _____ DATE:_____

Title: _____

APPROVED AS TO FORM
AND LEGALITY:

_____ DATE:_____
Attorney for Licensee

STATE OF TENNESSEE:

_____ DATE:_____
Howard H. Eley
Deputy Governor and Commissioner
Tennessee Department of Transportation

APPROVED AS TO FORM
AND LEGALITY:

_____ DATE:_____
Leslie South, General Counsel
Tennessee Department of Transportation

Exhibit 'A'

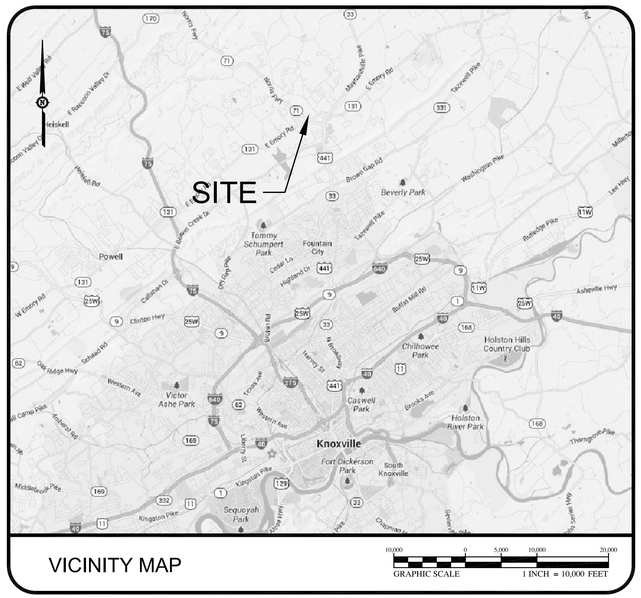
HALLS PARK SCHOOL LINK - PHASE II

PIN #112075.1 / STATE #47LPLM-F3-057
FEDERAL #STP-EN-4700(52)

PBA & KNOX COUNTY

KNOX COUNTY,TENNESSEE

LOCALLY MANAGED PROJECT



SCHEDULE OF DRAWINGS

G-001 . . . . . COVER SHEET

G-002 . . . . . GENERAL NOTES

CE-101 . . . . EXISTING CONDITIONS

C-101 . . . . . TRAIL LAYOUT: STA. 0+00 - 8+00

C-102 . . . . . TRAIL LAYOUT: STA. 8+00 - 20+00

C-103 . . . . . TRAIL LAYOUT: STA. 20+00 - END

C-201 . . . . . GRADING, DRAINAGE & EROSION CONTROL - PHASE I

C-202 . . . . . GRADING, DRAINAGE & EROSION CONTROL - PHASE II

C-501 . . . . . DETAILS

C-502 . . . . . DETAILS

McGill ASSOCIATES
ENGINEERING·PLANNING·FINANCE
2240 SUTHERLAND AVENUE, SUITE 2 KNOXVILLE, TN 37919 PH. (865) 540-0801

JOHN R. GREER
REGISTERED ENGINEER
STATE OF TENNESSEE
7/30/13

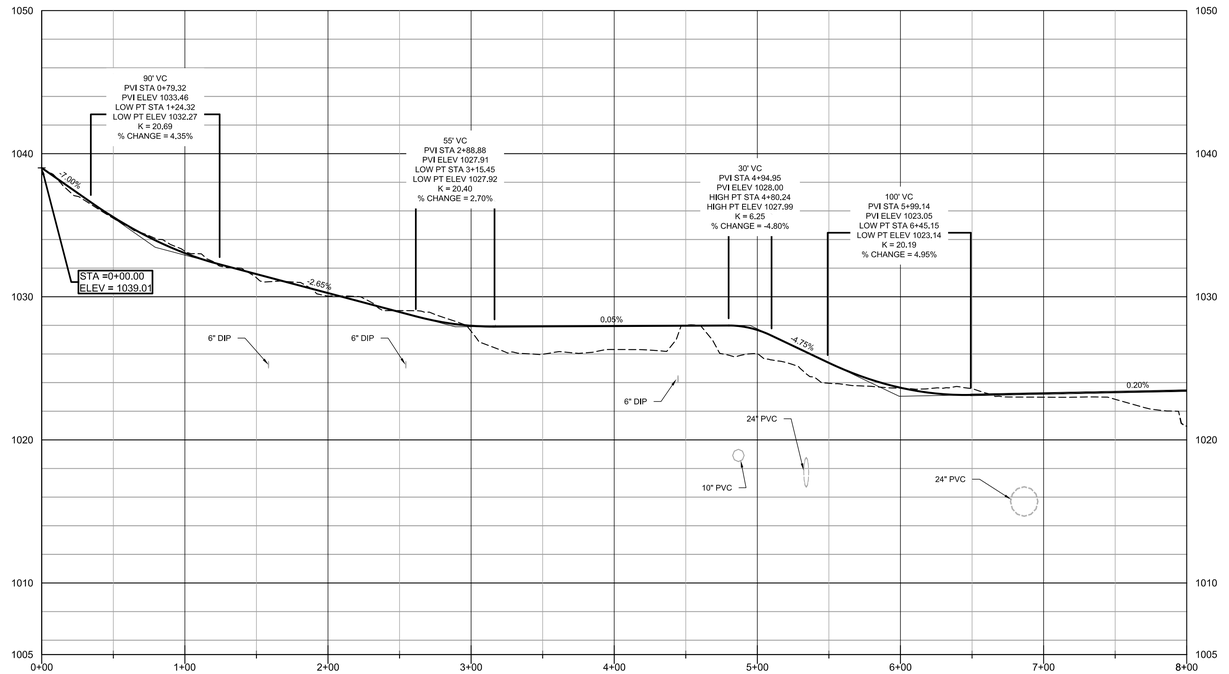
JULY, 2013

* THIS PROJECT TO BE CONSTRUCTED UNDER THE TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MARCH 1, 2006.

P:\2012\12.06517 Knox PBA Halls Park to Schools Greenway Link Phase II\Drawings\Design\Drawings\Base - Halls to Clayton Park Greenway.dwg 7/30/2013 1:53 PM JAKE

NOTES:
1. RECTANGULAR RAPID FLASHING BEACONS (RRFBs) TO CONSIST OF INDICATORS WITH FRONT & REAR RRFBs, SOLAR PANELS FOR POWER, PAD LIGHTING, AND PUSH-BUTTON DETECTORS WITH AUDIO INSTRUCTIONS, AS WELL AS ALL POSTS, HARDWARE, MATERIALS & LABOR NECESSARY FOR PROPER OPERATIONAL INSTALLATION.





NO.	DATE	BY	REVISION DESCRIPTION
C	7-30-13	JG	FULL DESIGN & PERMITTING
B	7-16-13	JG	CEI RFP SUBMITTAL
A	6-27-13	JG	PRELIMINARY DESIGN SUBMITTAL

McGill ASSOCIATES
ENGINEERING·PLANNING·FINANCE
2240 SUTHERLAND AVENUE, SUITE 2 KNOXVILLE, TN 37919 PH. (865) 540-0801

JOHN R. GREEAR
REGISTERED ENGINEER
AGRICULTURE
No. 107164
STATE OF TENNESSEE
7/30/13

HALLS PARK SCHOOL LINK -PHASE II
PIN #112075.01 / STATE #47LPLM-F3-057
FEDERAL #STP-EN-4700(52)
KNOX PBA
KNOX COUNTY, TENNESSEE

JOB NO.: 12.06517.000
DATE: DECEMBER 2012
DESIGNED BY: JG
CADD BY: JG
DESIGN REVIEW: ____
CONST. REVIEW: ____
Base - Halls to Clayton Park Greenway.dwg

TRAIL LAYOUT
STA. 0+00 - 8+00

SHEET
C-101

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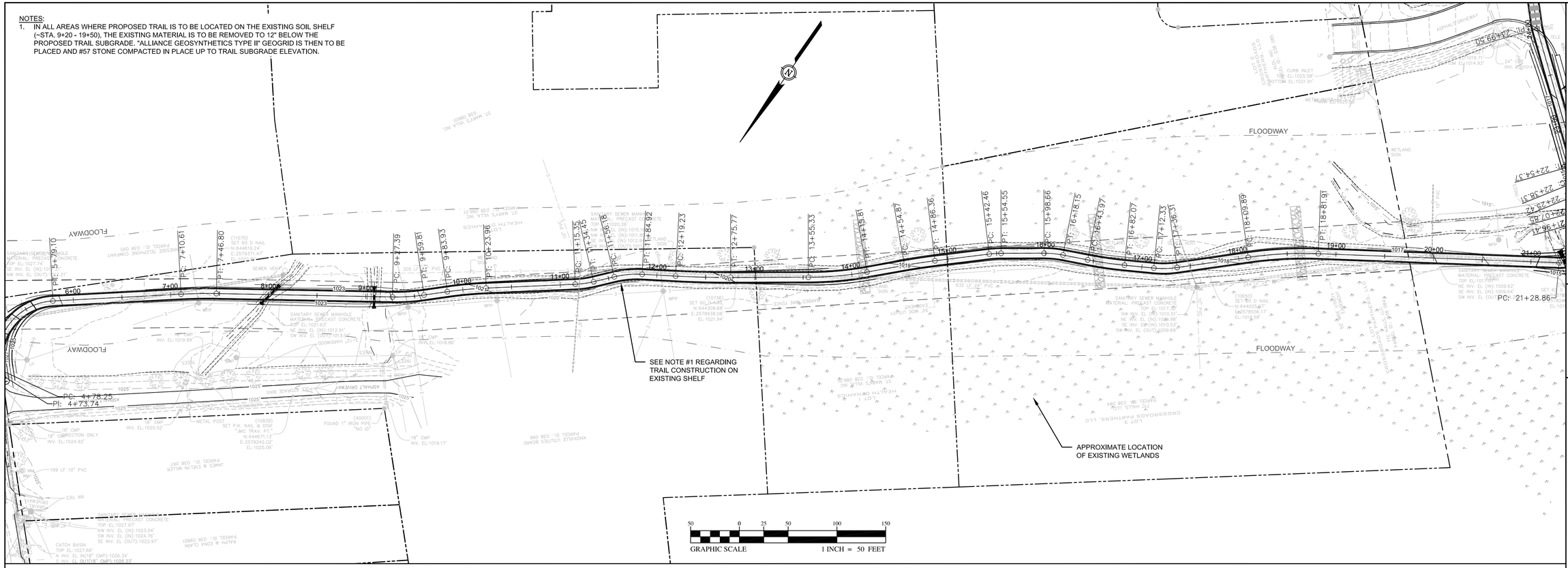
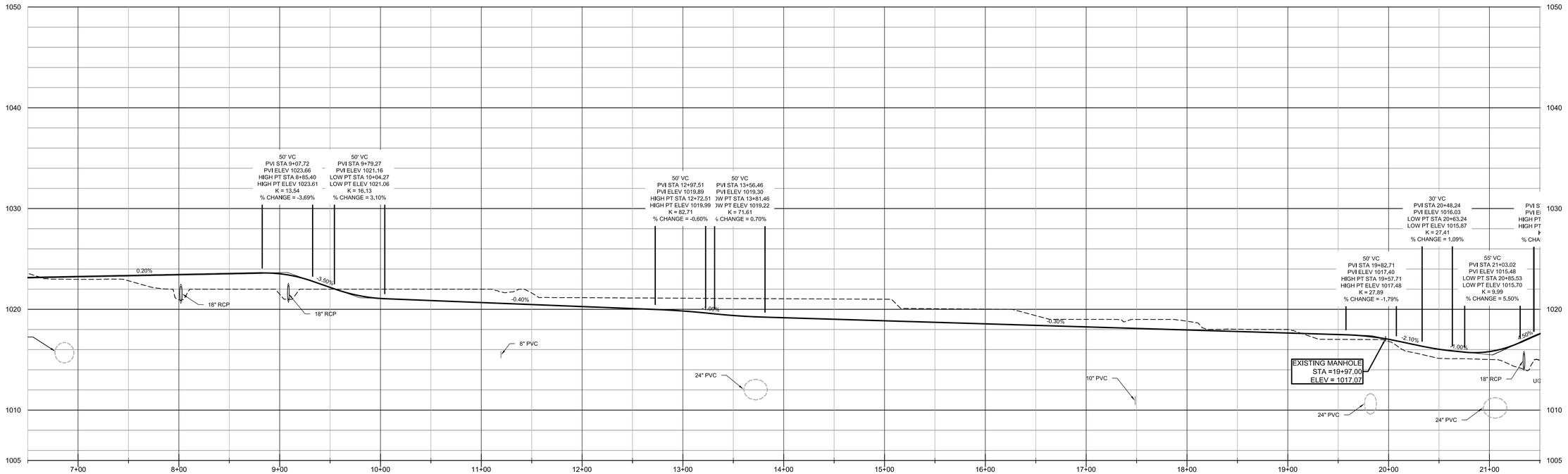
NOTES:
1. IN ALL AREAS WHERE PROPOSED TRAIL IS TO BE LOCATED ON THE EXISTING SOIL SHELF (~STA. 9+20 - 19+50), THE EXISTING MATERIAL IS TO BE REMOVED TO 12" BELOW THE PROPOSED TRAIL SUBGRADE. "ALLIANCE GEOSYNTHETICS TYPE II" GEOGRID IS THEN TO BE PLACED AND #57 STONE COMPACTED IN PLACE UP TO TRAIL SUBGRADE ELEVATION.





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JOHN R. GREAR
REGISTERED ENGINEER
AGRICULTURE
STATE OF TENNESSEE
7/30/13

HALLS PARK SCHOOL LINK -PHASE II
PIN #112075.01 / STATE #47LPLM-F3-057
FEDERAL #STP-EN-4700(52)
KNOX PBA
KNOX COUNTY, TENNESSEE

JOB NO.: 12.06517.000
DATE: DECEMBER 2012
DESIGNED BY: JG
CADD BY: JG
DESIGN REVIEW: _____
CONST. REVIEW: _____
Base - Halls to Clayton Park Greenway.dwg

TRAIL LAYOUT
8+00 - 20+00

SHEET
C-102

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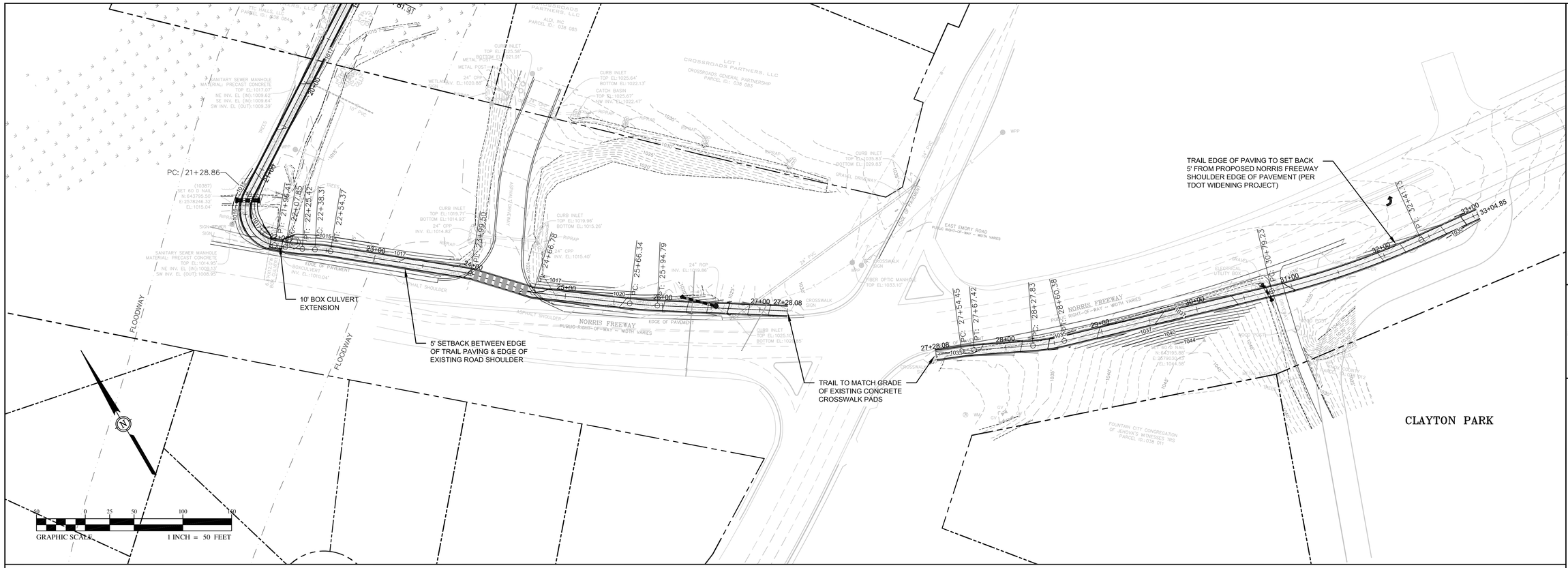

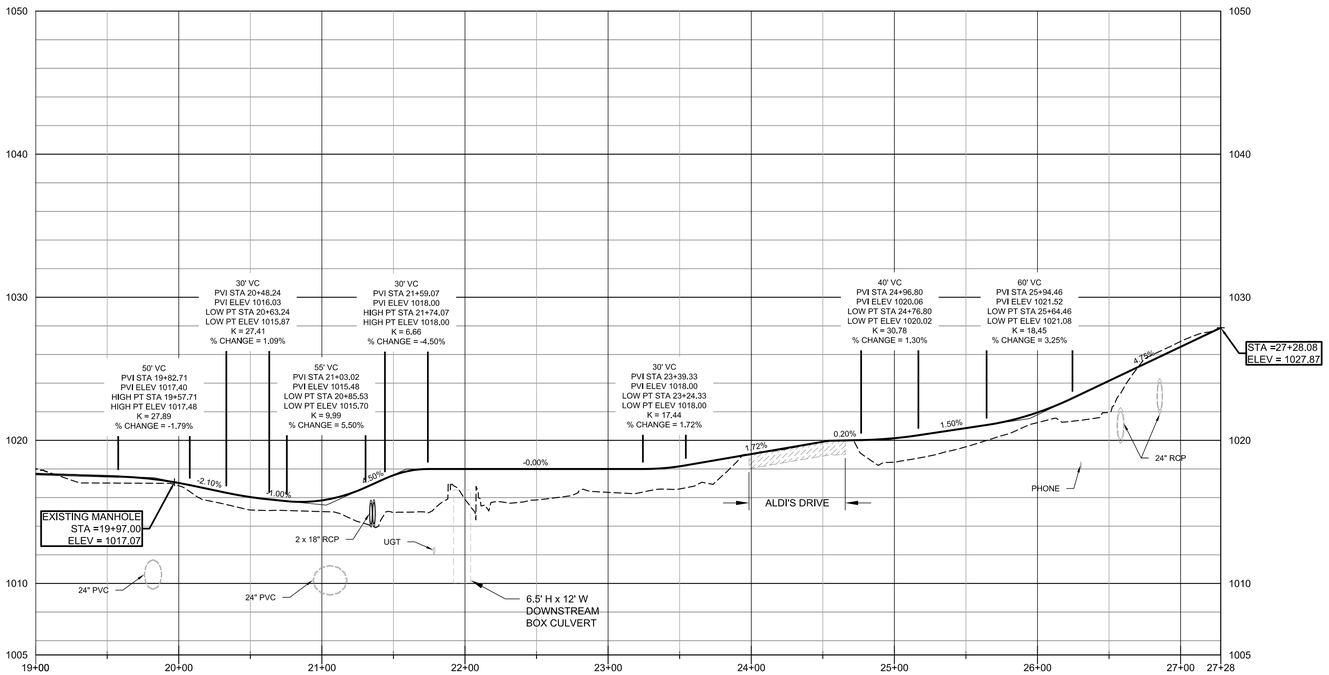

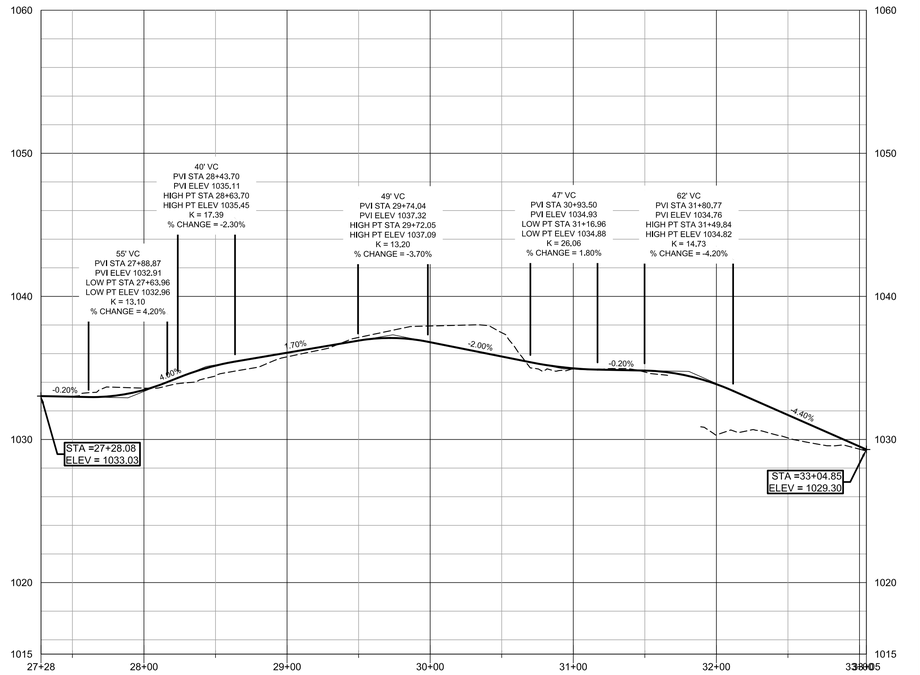

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McGill ASSOCIATES
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2240 SUTHERLAND AVENUE, SUITE 2 KNOXVILLE, TN 37919 PH. (865) 540-0801

JOHN R. GREAR — REGISTERED ENGINEER — AGRICULTURE — STATE OF TENNESSEE — 7/30/13

HALLS PARK SCHOOL LINK -PHASE II
PIN #112075.01 / STATE #47LPLM-F3-057
FEDERAL #STP-EN-4700(52)
KNOX PBA
KNOX COUNTY, TENNESSEE

JOB NO.: 12.06517.000
DATE: DECEMBER 2012
DESIGNED BY: JG
CADD BY: JG
DESIGN REVIEW: _____
CONST. REVIEW: _____
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TRAIL LAYOUT
20+00 - END

SHEET
C-103

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RLA-16812 **R-25-1-403**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a construction contract in the amount of $1,766,730.00 with Whaley Construction, LLC for intersection improvements at N. Campbell Station Road and Fretz Road.
(Engineering and Public Works)

Attachments

Resolution

Construction Contract Whaley

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,766,730.00 WITH WHALEY CONSTRUCTION, LLC FOR INTERSECTION IMPROVEMENTS AT N. CAMPBELL STATION ROAD AND FRETZ ROAD.

RESOLUTION: **R-25-1-403**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is preparing to begin construction of intersection improvements at N. Campbell Station Road and Fretz Road (the "Project"); and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for construction of the Project and it has been determined that Whaley Construction, LLC submitted the lowest responsible and responsive bid to perform the work; and

WHEREAS, the proposed construction contract with Whaley Construction, LLC is in the amount of $1,766,730.00 and sets forth the terms and conditions for the undertaking of the Project; and

WHEREAS, Whaley Construction, LLC has the necessary qualifications to perform the work for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The construction contract with Whaley Construction, LLC for intersection improvements at N. Campbell Station Road and Fretz Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the construction contract with Whaley Construction, LLC for intersection improvements at N. Campbell Station Road and Fretz Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CONSTRUCTION CONTRACT

THIS CONTRACT, made this _____ day of _____

20____, at KNOX COUNTY State of TENNESSEE

by and between KNOX COUNTY, Party of the

First Part, hereinafter called the "Owner" and Whaley Construction, LLC

Party of the Second Part, hereinafter called the "Contractor."

WITNESSETH
In consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

1. Statement of Work: This work shall include but not necessarily be limited to: **PROPOSED INTERSECTION IMPROVEMENTS AT N CAMPBELL STATION ROAD AND FRETZ ROAD – BID 3604.** The construction shall include but not necessarily be limited to the Grading, Drainage, Base, Pavement, Pavement Markings and Utilities as shown on the plans for the Proposed Intersection Improvements on N Campbell Station Road and Fretz Road.

2. Completion of Work: The Contractor shall commence work on the date to be specified in a written "Notice of Proceed" by the Owner and shall complete the project within the conditions as set forth in Special Provisions Section #SP1, unless the period for completion is extended as hereinafter provided.

3. Contract Sum: The Owner shall pay the Contractor for the performance of said work, subject to additions and deductions provided herein One Million, Seven Hundred and Sixty-Six Thousand, Seven Hundred and Thirty dollars ($1,766,730.00) as the contract bid in conformity with the bid schedules in Section 00300.

4. Payment: Payment shall be made to the Contractor for work performed under this contract for quantities of work as determined in accordance with this contract as set forth in Special Provisions-Section #SP0.

5. Intent of Plans and Specifications: The Contractor will keep on the project a copy of the plans and specifications and shall at all times give the Owner access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the plans and specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.

6. Extra Work and Charges: Extra work shall be work for which no unit bid was received in the bid and which was not included in the bid schedule and will be construed to mean work for which unit bids were received but which is in excess of the quantity mentioned in the bid. The Owner, without invalidating the contract, may order extra work or make changes in the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded on "Contract Change Order" form. In giving instructions, the Engineer shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by Contract Change Order, and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parities indicated. In order to bind the County, if the change order is less than $100,000.00 the change order must be signed by the County Mayor. If, however, the change order is for an amount of $100,000.00 or more, the change order must be signed by the County Mayor and approved by County Commission. If the aggregate of the change orders to date total $99,999.99 then the next change order, regardless of amount, must be approved by the County Mayor and County Commission. Before becoming effective, all Change Orders must be signed by all parities indicated.

The value of such extra work or change shall be determined in one or more of the following ways:

(a) By estimate and acceptance in a lump sum.
(b) By unit prices named in the contract or subsequently agreed upon.

The above accounts shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and overhead costs and profits. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefore.

Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted form the subsequent monthly estimates.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

7. Claims for Extra Cost: If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he shall give the Engineer written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the Engineer may direct and shall present such account supported by receipts to the Engineer. The Owner shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

8. Performance and/or Payment Bond: The Contractor shall within thirty (30) days after the receipt of the Notice of Award and before the commencement of any operations hereunder execute the contract and furnish the Owner with a performance and/or payment bond in a sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. All bonding companies must be listed in the Federal Register Dept. of the Treasury Fiscal Service, companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies notice. If at any time a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

   Evidence of authority of any attorney in fact acting for the corporate surety must be provided in the form of a certificate terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the Owner.

9. License and Permits: The Owner will secure and pay for permits required for permanent structures. The Contractor shall obtain and pay for all other necessary licenses and permits and shall faithfully comply with all laws, ordinances, and regulations Federal, State, or local which may be applicable to the operations to be conducted hereunder.

10. Other Work: Wherever work being done by the Owner or by other contractors is contiguous to work covered by this contract, the interest involved of the parties shall be secured to protect the rights of the owner and to complete each work portion in general harmony.

11. Responsibility of the Engineer: The term "Engineer," wherever used in this Contract, shall be the person, firm, corporation, or representative of the Owner as its engineering representative during the course of construction. The Owner shall advise the Contractor in writing of the name and address of the Engineer. Notices of any change in the Engineer shall be given in writing by the Owner to the Contractor. The Engineer shall have full authority to interpret the plans and specifications and shall determine the amount, quality and acceptance of the work and supplies to be paid for under this Contract and every question relative to the fulfillment of the terms and provisions therein. Unless otherwise specifically provided in the specifications, all workmanship, equipment, and materials incorporated in the work are to be the best grade of their respective kinds for the purpose.

    It shall be the duty of the Engineer to enforce the specifications in a fair and unbiased manner, although they have the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications. If a variation from any requirement is allowed, the Engineer shall grant the same in writing with the reasons for their action outlined, and such action will not violate or change the contract in any other manner.

12. Waiver: It is expressly understood and agreed that any waiver granted by the Engineer of the Owner of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Any such waiver granted by the Engineer shall be made in writing and signed by all parties under this contract.

    Neither the acceptance of the work by the Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have again the Contractor or surety under this contract or otherwise.

13. Superintendence: The Prime Contractor shall assign and provide a superintendent, who will be identified by name to the Owner. The Superintendent will provide constant on-site supervision during any and all construction under the contract whether by the prime or a subcontractor. The superintendent shall have full authority to act for the Contractor and to carry all instructions given by the Engineer or Owner.

14. Labor Provisions: The Contractor and their subcontractors shall discharge, whenever ordered to do so by the Engineer, any employee who is disorderly or whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.

    No person under the age of sixteen (16) years shall be employed.

    The work shall at all times be prosecuted under safe working conditions, and in a safe and workmanlike manner and the conditions of work shall be subject to inspection and correction by the Engineer or safety inspectors of the Owner.

15. Liability Insurance: The Contractor shall procure and maintain, at their own expense, during the life of the contract liability insurance as necessary to indemnify the Owner and their agents. All such insurance shall be subject to the approval of the owner for adequacy of protection, and shall contain a provision preventing cancellation without ten (10) days prior written notice to the owner. The liability insurance will be that required in Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for destruction of or damage to property arising out of or in connection with any operations under this contract, whether such operations were performed by the Contractor or by any other subcontractor under them or anyone directly or indirectly employed by the Contractor or by a Subcontractor under them.

    All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in performance of the work shall cover all blasting operation. Certificates evidencing the issuance of such insurance shall be filled with the owner prior to the commencement of any operations under this contract.

16. Worker's Compensation Insurance: The Contractor shall procure and maintain, at their own expense during the life of this contract in accordance with the provisions of the laws of the State of Tennessee, Worker's Compensation Insurance for all of their employees at the site of the project, and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

    In case any class of employees engaged in work under this contract at the site of the project is not protected under Worker's Compensation Insurance, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of these employees not otherwise protected.

    Certification evidencing the issuance of such insurance shall be filed with the Owner prior to the commencement of any operations under this Contract.

17. Payment for Work Completed: See Special Provision regarding Payments to contractor, Section # SP0.

18. Payments Withheld: The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from loss on account of:

    (a) Defective work not remedied.
    (b) Claims filed or reasonable evidence indicating probable filing or claims.
    (c) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
    (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
    (e) Damage to another Contractor.
    (f) Failure of the Contractor to keep his work progressing in accordance with their time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

19. Assignment and Transfer of Contract: The Contractor shall not assign or transfer this contract or any part thereof or any interest therein without the consent in writing of the Owner and the Contractor's surety and any such assignment or transfer without such written consent shall be null and void.

20. Indemnity: The Contractor shall indemnify and hold harmless the Owner, the Owner's agent and employees from and against all losses and all claims, demands, payments, suits, or action recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, their agents or employees in the execution of the work or in guarding the same.

21. Subcontractors: The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to insure the fulfillment of all the provisions of this contract affecting subcontractors.

22. Protection of work and property: The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with activities under this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents on the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under this contract. They shall designate a responsible member of their organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Engineer and Owner in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor without special instruction or authorization from the Engineer or Owner is hereby permitted to act, at their discretion, to prevent such threatened loss or injury, and they must take such action if so instructed or authorized by the Engineer or Owner.

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

The Contractor shall also protect property as required by law.

23. Land of Owner, Use of, by Contractor: The Owner shall provide the land upon which the work under this Contract is to be done, and will so far as is convenient, permit the Contractor to use as much of this land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his cost and expense, any additional land required.

24. Liens: If at any time there shall be evidence of lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor and their surety shall be liable to the Owner for any loss so sustained.

25. Construction Staking: The Contractor will provide the necessary construction staking for the fulfillment of this contract. If re-staking of reference stakes provided by the Owner/Engineer is required due to negligence of the Contractor or his subcontractors, the cost of re-staking will be borne by the Contractor.

26. Preservation of Stakes: The Contractor and their subcontractors shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, they will absorb the charge of the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

27. Inspection: The Contractor shall do all work to the approval of the inspector. The inspector's daily log and weekly project progress video will constitute the construction record for the project. The Engineer and the Owner shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to their inspection and approval.

    The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill their contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. Materials of construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All work and material shall be tested to the satisfaction of the Engineer and the Owner before acceptance. The Engineer and Owner shall be provided copies of all testing performed for the project.

    No work shall be done at night without the previous approval of the Engineer.

28. Minimize Siltation: The Contractor, at their own expense, will be required to minimize siltation and bank erosion during construction and to restore disturbed areas to present or better conditions.

29. Defective Work or Material: The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the contract, whether incorporated or not, and the contractor shall promptly replace and re-execute their own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

30. Other Contracts: The Owner may award other contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his work to that provided under other contracts as may be directed by the Engineer. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

31. Owner's Right To Take Over the Work: If the Contractor should be adjudged bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed to take over their affairs, or if they should fail to prosecute his work with due diligence and carry the work forward in accordance with their work schedule and the time limits set forth in the Contract Documents, or if they should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by them, the Owner may serve written notice on the Contractor and the surety on their performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Engineer that sufficient cause exists to justify such action.

(a) The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and their surety, where upon the surety shall have the right to take over and perform the contract. If the surety does not commence performance of the contract within ten (10) days after service of the notice of termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under this contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the contract price when the owner takes over the work, exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the contract price, the Contractor and their surety shall pay the difference to the Owner. Should cost, expenses, and damages exceed such unpaid balance of the contract price, the Contractor and their surety shall pay the difference to the Owner. Such cost, expenses and damages shall be certified by the Engineer.

(b) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and their surety, or to deduct from any payment then or thereafter due the Contractor, provided the Engineer approved the amount thus charged to the Contractor.

(c) The Owner may require the surety on the Contractor's bond to take control of the work at once and see to that all deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

32. Contractor's Right To Stop Work or Terminate Contract: If the work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or any one employed by them, then the Contractor may on seven (7) days written notice to the Owner and the Engineer stop work or terminate this contract and recover from the Owner payment for all work executed, and losses sustained on any plant or material, and a reasonable profit. If the Engineer shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation any sum certified by the Engineer, then the Contractor may on seven (7) days written notice to the Owner and to the Engineer stop work and give written notice of intention to terminate this contract. If the Owner shall thereafter fail to pay the Contractor within seven (7) days after receipt of such notice, then the Contractor may terminate the contract and recover from the Owner payment for all work executed, and losses sustained upon any plant or materials, and a reasonable profit.

33. Delays and Extension of Time: If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner or the Engineer, or if any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable causalities, or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide. No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the Engineer. In the case of a continued cause of delay, only one claim is necessary.

34. Right of Occupancy: The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work, if such use be approved by the Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its contract with the Contractor.

35. Underground Obstructions: The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions. All excavation shall be done in accordance with TCA 65-31-102, "Underground Utility Damage Prevention."

36. Acceptance: Final inspection and acceptance of the work shall be made by the Engineer in collaboration with the Owner. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

37. Final Estimates: Upon completion and acceptance of the work the Engineer shall issue a certificate that the whole work provided for in this contract has been completed and accepted by them under the conditions and terms thereof, and shall make the final estimate of the work. The final estimate of work must be checked and approved by the Engineer for the Owner; whereupon, the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained lawfully by said Owner that all payrolls, material bills and outstanding to the Owner indebtedness in connection with this contract have been paid.

38. Cleaning Up: Upon completion or termination of the work, the Contractor shall, as directed by the Engineer, remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish from their operations, leaving the premises in a neat and presentable condition. In the event of their failure to do so, the same may be done by the Owner at the expense of the Contractor, and their surety shall be responsible therefore.

39. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, they shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of three (3) years from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Engineer.

The Contractor and through them each subcontractor, in accepting the contract for this construction or respective portions of the construction covered by these plans and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within three (3) years from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is excepted from this guarantee. This guarantee shall include damage done by settlement of backfills, such damage and sinking of backfills being considered as defective workmanship. Backfilled areas that are unpaved shall be refilled if the filled material settles more than two inches (2) below original grade.

The Contractor shall reimburse the Owner for cost of damage if any, as well as cost of replacing defective materials or workmanship.

If replacement is not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) calendar days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

40. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (O4PL 91-596) and under Section 107 of the Contract Work House and Safety Standards Act (PL 92-54). The Contractor shall comply with the Occupational Safety and Health Act for Construction Industry (29 CFB Part 1926) under Section #'s 650-652.

41. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant polymer, reactant, or of other classification, must show approval of either EPA and USDA. Use of all such chemicals and disposal or residues shall be in strict conformance with instructions.

42. Safety: Contractor 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 finishings shall be protected by the Contractor from damage, which might be done or caused by work 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 Contractor.

The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The Contractor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and general public.

KNOX COUNTY OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public-trust.

2.1 ALTERATIONS OR AMENDMENTS: No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 APPROPRIATION: In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or right hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 BOOKS AND RECORDS: Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 CHILD LABOR: Contractor agrees that no products will be provided or used under this Contract which have been manufactured or assembled by child labor.

2.6 COMPLIANCE WITH ALL LAWS: Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 DEFAULT: If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 GOVERNING LAW; VENUE: This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 INCORPORATION: All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.

2.10 INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless and pay on behalf of Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 INDEPENDENT CONTRACTOR: Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 INSPECTION AND ACCEPTANCE: Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 LIMITATIONS OF LIABILITY: In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.14 NONDISCRIMINATION AND NON-CONFLICT STATEMENT: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, or any individual trait or characteristic found to be illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any good provided or work contemplated or performed relative to the agreement.

2.15 ORDER OF PRECEDENCE: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.16 REMEDIES: Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys fees.

2.17 RIGHT TO INSPECT: Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.18 SEVERABILITY: If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.19 TAX COMPLIANCE: Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

2.20 TERMINATION: County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.21 WARRANTY: Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

A. IRAN DIVESTMENT ACT: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

B. **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. All respondents must complete and submit with their bid the attached Affidavit of Compliance with No Boycott of Israel.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ATTEST

_____
Owner

BY: _____

TITLE: _____

BY: _____

TITLE: _____

ATTEST

_____
Contractor

BY: _____

TITLE: _____

BY: _____

TITLE: _____

RLA-16813 **R-25-1-404**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Budget Supplement Agreement in an amount not to exceed $6,750.00 with Cannon & Cannon, Inc. to complete additional design work on Coward Mill Road Phase II.
(Engineering and Public Works)

Attachments

Resolution

Design Supplement Cannon and Cannon

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A BUDGET SUPPLEMENT AGREEMENT IN AN AMOUNT NOT TO EXCEED $6,750.00 WITH CANNON & CANNON, INC. TO COMPLETE ADDITIONAL DESIGN WORK ON COWARD MILL ROAD PHASE II.

RESOLUTION: **R-25-1-404**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County previously entered into an agreement with Cannon & Cannon, Inc. for professional survey and engineering design services for the widening of Coward Mill Road between Pellissippi Parkway and Chuck Jones Drive (the "Coward Mill Road Widening Project"); and

WHEREAS, by means of Resolution R-21-3-403, the Knox County Commission approved Budget Supplement Agreement No. 1 to provide for additional design services for sidewalk facilities on the southside of Coward Mill Road; and

WHEREAS, by means of Resolution R-22-3-404, the Knox County Commission approved Budget Supplement Agreement No. 2 to provide for additional design services for the Coward Mill Road Widening Project; and

WHEREAS, by means of Resolution R-22-8-403, the Knox County Commission approved Budget Supplement Agreement No. 3 to provide for additional design services for the Coward Mill Road Widening Project to phase the final construction plans; and

WHEREAS, by means of Resolution R-24-2-404, the Knox County Commission approved Budget Supplement Agreement No. 4 to provide for additional design services for Coward Mill Road Phase II; and

WHEREAS, Knox County and Cannon & Cannon, Inc. now desire to enter into Budget Supplement Agreement No. 5 in the amount of $6,750.00 to complete additional design work on Coward Mill Road Phase II, as further detailed in the attached supplement agreement.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

Budget Supplement Agreement No. 5 with Cannon & Cannon, Inc. to complete additional design work on Coward Mill Road Phase II is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that Budget Supplement Agreement No. 5 with Cannon & Cannon, Inc. to complete additional design work on Coward Mill Road Phase II shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

December 11, 2024

Cathy Olsen, GISP, PMP
Operations Director
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

RE: Budget Supplement Agreement No. 5 for Professional Services
Higdon Driveway Alternative and Revised Termini at Veteran's Home
Coward Mill Road Widening, Knox County, TN

Ms. Olsen

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to prepare this proposal to provide engineering additional services for the Coward Mill Roadway Improvements Project. Referencing the original contract signed June 24, 2020, CCI provided construction plans for Coward Mill Road Widening. In accordance with your request, the following is a summary of the revised proposed scope of work.

As per email dated 11/27/24, during construction activities and coordination with a current property owner, alternative driveway options were requested to be evaluated. Knox County requests that CCI provides a revised driveway concept plan associated with Tracts 49, 50, and 51. If approved CCI would revise the driveway and side road design as shown on plan sheets 9, 9A, 9B, and on profile sheets 11B and 11C.

Also, Knox County requested to revise the proposed roadway width located end of project. Instead of matching the existing pavement width, the revised proposed width would be extended to match the upgraded pavement width just northeast of the Tennessee State Veteran's Home driveway. CCI would revise plan sheets 10, 10A, and 10B, and cross section sheets X61 and X62.

These additional services were necessary beyond the project scope of work and the fees are summarized on an hourly basis at the current CCI standard hourly rates. These services total **$6,750** of engineering fees. At this time, we are requesting approval of the additional services. Upon your approval, we will provide an invoice as necessary.

We appreciate working with you on this project. Please do not hesitate to contact us with any questions or if you require additional information.

Sincerely,



Jeff Beckett, P.E.
Transportation Team Leader

AUTHORIZATION TO PROCEED:

By:_____ Date:_____

RLA-16814 **R-25-1-405**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Laura Carl, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Global Communications and Professional Services, Inc. for the provision of traffic control services.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH GLOBAL COMMUNICATIONS AND PROFESSIONAL SERVICES, INC. FOR THE PROVISION OF TRAFFIC CONTROL SERVICES.

RESOLUTION: R-25-1-405

REQUESTED BY: ENGINEERING & PUBLIC WORKS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County desires to have a contractor provide traffic control services for the Knox County Engineering and Public Works Department; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for said purpose and it has been determined that Global Communications and Professional Services, Inc. submitted the bid that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Global Communications and Professional Services, Inc. is effective for a one (1) year term beginning on February 1, 2025 and may be extended for four (4) additional one (1) year terms which may result in a total of five (5) years; and

WHEREAS, Global Communications and Professional Services, Inc. has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Global Communications and Professional Services, Inc. for the provision of traffic control services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Global Communications and Professional Services, Inc. for the provision of traffic control services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Global Communications and Professional Services, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Global Communications and Professional Services, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Traffic Control Services, (Invitation for Bids #3616) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bids, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends the 31st day of January 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these products from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bids #3616 for Traffic Control Services per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3616. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide Traffic Control Services detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for the Traffic Control Services in the fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Traffic Control Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Traffic Control Services for Knox County in accordance with Invitation for Bids #3616.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bids #3616
B. Contractor's Response to Invitation for Bids #3616
C. Contractor's Certificate of Insurance

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

Global Communications and Professional Services, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3616

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Traffic Control Services** as specified herein. Bids must be received by **2:00 p.m.** on **December 12, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3616
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on a schedule basis, item-by-item basis, an all or none basis or by multiple award whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Knox County Procurement Division
Diane Woods, Business Outreach Administrator
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept, and strongly encourages, electronically transmitted bids through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper
1.19.2 Not include pages of unnecessary advertising
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **12:00 p.m. local time** on **November 25, 2024.** These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids **must** be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services and the vendor's subsequent response.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this bid is to convey to prospective bidders the type and quality of Traffic Control Services as desired by the Knox County Engineering and Public Works. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful vendor(s) will be required to set up separate accounts for Knox County Engineering and Public Works and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful vendor(s). The successful vendor(s) will be required to invoice, as well as post payment, to the proper agency. Invoicing and account information is as follows:

3.3.1 Knox County Engineering and Public Works
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.6 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the Contractor's staff providing services to certain information-sensitive departments (i.e. Knox County Sheriff's Office and the court system areas). Certain felony convictions will prohibit individuals from servicing these departments. All costs associated with background checks will be the responsibility of Knox County.

3.7 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.8 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all, of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.9 **CERTIFICATIONS:** Contractor shall maintain all applicable state and federal certifications required to provide this type of service. Contractor's equipment operators shall be certified in the proper operation of the equipment they will provide. Copies of current certifications shall be included in their bid package.

3.10 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting.

The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any changes deemed necessary before acceptance by the owner.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "Free on Board" to the County department.

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit, **Attachment B,** required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Cost	80 Points
Resources/Services	20 Points

Knox County reserves the right to ascertain whether or not the bid prices submitted are realistic and within the competitive range for these products and this type of service.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.

3.20 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on **Attachment A**. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract, variations from the Contract and Contract pricing are strictly prohibited.
Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.24 **INVOICE REQUIREMENTS:** Knox County is requesting invoices show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 Each invoice must show the amount due to the Contractor by Knox County.
3.24.2 All invoices shall be submitted within thirty (30) days of work being performed.
3.24.3 Each invoice must show: daily work quantities by category, number of units, unit of measure, unit price as per the contract, the total amount due for that item per day, as well as any additional information as required by Knox County.
3.24.4 Invoices are to be original and uniquely pre-numbered.
3.24.5 Submit original invoice and one (1) exact copy.
3.24.6 Invoices that do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you.
Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.25 **LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, re-fining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable State law.

3.26 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.27 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bid.

3.29 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.30 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.31 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- Continue with the existing prices,
- Request a lower price increase,
- Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and Knox County Engineering and Public Works, the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.32 **QUANTITIES:** Knox County does not guarantee any quantities to be ordered at any one particular time. There shall be no minimum order requirements from the vendors as this agreement is on an "as needed" basis. Knox County will make every effort to order even quantities but no guarantee is given or implied.

3.33 **RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.

3.34 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner.
Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.35 **RESOURCES:** Bidders **must** provide a summary detailing the number of employees, equipment, and certifications held within their business to be used for traffic control services. The list shall include, but not be limited to, a description of vehicles and equipment, including age and condition, staff members and their experience, and other resources that will be used to perform the work for the County.

Bidders must furnish satisfactory documentation stating that they have operated or are presently operating a traffic control services business of the type described in this document and they have done so under all conditions prevailing in this area. The County prefers that bidders have performed this type of service for minimum of three (3) years. If a bidder has not operated such a system for this amount of time, sufficient information must be provided with their bid in order to substantiate their experience in comparable fields or that they employ qualified personnel enabling them to comply with the requirements of the bid specifications.

The Contract will not be awarded to any bidder that has an unsatisfactory performance record, inadequate experience or who lacks the necessary organizational and equipment to conduct and complete the services in strict accordance with the specifications.

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director that it has the necessary resources and abilities to furnish the service specified herein in a satisfactory manner, and the bidder may also be required to show past history which will enable the Procurement Director to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

3.36 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. 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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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.

3.37 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

3.38 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **12:00 p.m. local time** on **November 25, 2024**. Submit questions as noted in Section 1.1.

3.39 **TENNESSEE REGISTRATION:** Bidders must be licensed to do business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be included in the sealed envelope with their bid.

3.40 **THIRD PARTY CONTRACTORS:** Vendors whom submit a bid and plan on using a third party for providing any service for their bid, must explicitly let Knox County know beforehand. Vendors and their third party must adhere to all terms and conditions set forth for this bid. Knox County will not have any contractual liability for any third party Contractors.

SECTION IV SCOPE OF WORK

4.1 **COUNTY INTENT:** The County is seeking a contractor(s) for Traffic Control Services in Knox County. The awarded contractor(s) will be called upon on an as needed basis primarily during normal business hours. Vendors are requested to price the individual items separately. Invoices must show the individual price of each item or service rendered.

4.2 **CONTRACTOR'S RESPONSIBILITIES:** Contractor shall provide:

4.2.1 Unit Rates -

A. Normal Business Hours – Traffic Control Services will be requested on an as needed basis primarily during normal business hours Monday through Friday from 7:30 a.m. to 4:30 p.m. however, evening and nighttime work may be required. Notice for these services will be given at least seventy-two (72) hours in advance of the start date with start time and job site location provided as well. Start time is defined as the time the flag crew is requested to be at the work location. End time is defined as the time when Knox County or a Knox County Contract Crew finishes work, flagging equipment is removed and/or the flagging crew leaves the job site. Knox County does not pay for flag crew travel time to the job site or for travel time from the work site back to the traffic control office.

B. Emergency Call-Outs - Certain circumstances such as seasonal storms, flooding and other natural disasters that affect our roads and infrastructure requires the County to respond. Knox County is requesting that bidders bid an emergency call-out rate of service as well as an emergency rate of service on holidays. Either emergency response shall require the Contractor to be on-site within two (2) hours after receiving notification from the County. The County will notify the Contractor of the street address, cross street if available and what is the situation. The Contractor will be required to submit a list of emergency contacts and phones numbers.

C. Definition of a Day - A day shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

D. Labor Rate Adjustment – Incomplete Crew: In cases where the Contractor cannot supply a full crew for the entire work shift, the Contractor shall make an adjustment to the invoice to Knox County when one of the Contractor's crew members is absent and is not replaced by the Contractor. For each full hour that a crew member is absent on a work shift, the Contractor shall credit Knox County the absent crew member's billable hourly rate. The credit shall appear as a line item on the monthly invoice with the specific job site location noted.

E. One (1) Person Flag Crew Labor Rate: The rates bid on the Unit Price Sheet are a bundled rate consisting of a qualified one (1) person flag crew with vehicle and equipment as specified. Furnish one (1) person flag crew composed of one (1) trained American Traffic Safety Services Association (ATSSA) flagman wearing Personal Protective Equipment (PPE), one (1) company vehicle with company name on it and strobe warning lights, signage and lane channeling devices meeting applicable codes and standards, flagging devices, including suitable for after dark operations, 2-way communications equipment, all proper for traffic reduction.

F. Two (2) Person Flag Crew Labor Rate: The rates on the Unit Price Sheet are a bundled rate consisting of a qualified two (2) person flag crew with vehicle and equipment as specified. Furnish two (2) person flag crew composed of two (2) trained ATSSA flagmen wearing PPE, one (1) company vehicle with company name on it and strobe warning lights, signage and lane channeling devices meeting applicable codes and standards, flagging devices including suitable for after dark operations, 2-way communications equipment, all proper for traffic lane reduction operations.

G. Setup Crew Labor Rate: In cases where Contractor labor is to provide a traffic control setup and teardown with flagging operations NOT required, the Contractor shall use hourly Extra Labor Rate, Section H below, for this service. Rates are per person.

H. Extra Labor Rate: The rates bid are for Extra Labor (Flagger or Technician) only, without additional equipment. The Extra Labor rates will be used only when additional labor (for example, a 3rd person) is needed on the jobsite that is not part of the labor supplied with the flagging crew, or at the sole discretion of Knox County.

Extra Labor used on Knox County jobsites shall meet the same safety, appearance and performance standards as Crew Labor. All persons serving as Extra Labor shall be fully qualified and capable of performing the job as required.

I. Extra Equipment Rate: The rates bid are for Extra Equipment only, without personnel. The Extra Equipment rates will be used only when additional Extra Equipment is needed on the jobsite that is not part of the standard equipment supplied with the crew. Charges will be incurred only for the time the Extra Equipment is on an active job site. Extra Equipment used on Knox County jobsites is to meet the safety, functionality, and applicable standard codes. Extra Equipment is not subject to overtime rates. Extra Equipment includes all expendable supplies necessary to operate equipment, including fuel or batteries. All persons operating Extra Equipment must meet all applicable codes, laws, regulations, and be trained and knowledgeable in the operation of Extra Equipment.

J. Outsourced Material Mark Up Rate: This line item is the percentage mark up over Contractor's cost invoice for rental of material. Materials may consist of special signage, channeling devices, arrow boards, or other required items that are not a part of the Contractor's existing domicile supply or cannot otherwise be procured from Contractor's resources in a timely manner to meet an emergency. Any material charges that are not a part of Contractor's standard equipment or extra equipment must be approved by Knox County authorizing the work. Contractor is expected to maintain sufficient inventory of equipment to perform work without routinely renting 3rd party equipment.

K. Professional Services: Contractor shall provide professional services when required and at the request of Knox County. Professional Services include but are not limited to: participation in traffic control design meeting and discussions. Preparation of sketches or drawings in accordance with County and/or State requirements, including Engineer's stamp, if needed. Perform field measurements and data gathering. Provide professional Traffic Control advice to Knox County when requested. Provide testimony or deposition on Knox County's behalf when needed. All professional services to be priced on an hourly basis.

L. Cancellation Period – Knox County will not be responsible for payment if a crew is cancelled prior to one (1) hour before the scheduled report time.

4.2.2 Materials Supply – Contractor shall supply all traffic control equipment and materials needed to perform work. Contractor shall supply at Contractor's expense all incidental material required to perform work such as, but not limited to uniforms, PPE, shop rags, hand cleaners, tools and tooling to assemble and disassemble equipment, Contractor is responsible for transportation of equipment and materials to and from jobsite.

4.2.3 Contractor Furnished Equipment – Contractor shall furnish all traffic control equipment necessary to perform work. Contractor furnished equipment shall comply with all Knox County, state and federal requirements and specifications. Contractor shall maintain adequate inventory of traffic control equipment to handle all routine daily traffic control requirements. Equipment shall be located centrally within the Knox County boundaries for efficient deployment and retrieval.

4.2.3 Vehicles – Contractor shall supply company owned or leased late model clean company vehicles of consistent make and color for transportation of Contractor's crew and for operations at the work site. The vehicles are to have Contractor's name on the side and be equipped with strobe warning lights and, if required, traffic advisor arrow board.

4.2.5 Communications – Contractor to provide Flaggers with 2-way radio equipment as required to perform flagging operations or otherwise communicate on the job site. Contractor to provide crews on site with cell phones in order to communicate with Knox County supervisors.

4.2.6 Signage and Channeling Devices – Contractor shall supply all signage and channeling devices as required to perform routine daily work. Included are arrow boards, light message boards, barricades, cones, barrels, caution tape and signs. All equipment is to be maintained in good working order and secure in its placement while on the jobsite. Defective, broken, scarred, scrapped, bent, dirty, vandalized, stolen, or otherwise damaged equipment is to be immediately removed from the jobsite and replaced with equipment in good condition.

4.2.7 Special Equipment – Contractor shall respond in a time efficient manner to requests for special equipment as soon as Contractor is made aware of the requirement. Special projects or emergency situations may require truck mounted attenuators or additional inventory in Contractor's local yard.

4.2.8 Personal Protective Equipment – Contractor to provide all required PPE for Contractor's employees working on the jobsite. Equipment shall include, but not limited to, reflective vests, hard hats, safety-toed boots, eye protection, and hearing protection.

4.2.9 Knox County Supplied Equipment – None. Contractor is to offer a turnkey service with all material and incidentals included.

4.2.10 Pedestrian Traffic Control – Contractor's assignments may include pedestrian traffic control involving barricade set up, tear down caution tape and signage placement where construction activities are close to sidewalks or other pedestrian areas.

4.2.11 Dress Code and Demeanor – Each of the Contractor's personnel will be in contact with the public and will display appropriate professional appearance and demeanor. Each of the Contractor's personnel will have a name badge or other recognizable insignia visibly displayed on their person. Contractor's employees are to be professionally clothed with plain shirts, pants, jackets, or those bearing contractors name, and sturdy appropriate footwear. Hats or hoods are not to impair visibility or communication.

4.2.12 ATSSA Certifications – Contractor shall maintain an American Traffic Safety Services Association (ATSSA) Flagger certification for all Flaggers and ATSSA Traffic Control Technician certification for all Traffic Control Technicians. Only certified Flaggers shall provide flagging and only certified Traffic Control Technicians shall design and direct set up.

4.2.13 Availability – Contractor shall be available to provide traffic control services during normal business hours, evenings, at night, on weekends and holidays when requested. Contractor shall provide a twenty - four (24) hour a day Dispatch Operator as a single point of contact to expedite daily or emergency operations.

4.2.14 Work Shift to Coincide with Knox County Field Work – When Contractor is providing flagging services in conjunction with Knox County field work, particularly emergency situations; Contractor shall maintain a flagging crew at the jobsite as long and the Knox County crew or crews continue to work. Contractor may provide relief crews, as necessary, but must coordinate and maintain uninterrupted flagging operation continuously, as long as needed by Knox County. Contractor to coordinate breaks and lunch schedules to accommodate Knox County's schedule and needs.

4.2.15 Field Supervision – Contractor shall provide a lead person who will perform daily inspections of work crews and inspection of traffic control set ups, including static unmanned setups. Any deficiencies found with set ups shall be promptly repaired, replaced or corrected regardless of cause.

4.2.16 Safety Requirements – Contractor shall meet all current and future safety requirements of all governing authorities including but not limited to OSHA and TOSHA laws and regulations.

4.2.17 Standard - The latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the FHWA and in conformity to the dimensions and locations on the traffic control design plans stamped by registered engineer in the State of Tennessee will be the standard for this bid.

Please note that it is not necessary to return pages one (1) through thirteen (13).
You must complete and return pages fourteen (14) through seventeen (17).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3616, TRAFFIC CONTROL SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's email address: _____

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

5.7 Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
5.12	**Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?**	**YES**	**NO**
5.13	**Did you include your Certifications as detailed in Section 3.9?**	**YES**	**NO**
5.14	**Did you complete and include the Drug Free Affidavit as detailed in Section 3.16?**	**YES**	**NO**
5.15	**Did you complete and include the Insurance Checklist as detailed in Section 3.21?**	**YES**	**NO**
5.16	**Did you include a detailed list of your Resources as detailed in Section 3.35?**	**YES**	**NO**
5.17	**Did you include your License information as detailed in Section 3.39?**	**YES**	**NO**
5.18	**Did you complete and include Section VI, Vendor Pricing with your submittal?**	**YES**	**NO**

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

SECTION VI VENDOR PRICING FOR BID NUMBER 3616, TRAFFIC CONTROL SERVICES

Bid Item	Bid Item Description	Rate	Unit of Measure
6.1	One Person Flag Crew Labor Rate (Normal Business Hours)	$	Hour
6.2	One Person Flag Crew Labor Rate (Emergency Call-Outs)	$	Hour
6.3	One Person Flag Crew Labor Rate (Emergency Call-Outs - Holiday)	$	Hour
6.4	Two Person Flag Crew Labor Rate (Normal Business Hours)	$	Hour
6.5	Two Person Flag Crew Labor Rate (Emergency Call Outs)	$	Hour
6.6	Two Person Flag Crew Labor Rate (Emergency Call-Outs - Holiday)	$	Hour
6.7	Setup Crew Labor Rate, per Each Technician (Normal Business Hours)	$	Hour
6.8	Setup Crew Labor Rate, per Each Technician (Emergency Call-Outs)	$	Hour
6.9	Setup Crew Labor Rate, per Each Technician (Emergency Call-Outs - Holiday)	$	Hour
6.10	Extra Labor, ATSSA Flagger, per Each (Normal Business Hours)	$	Hour
6.11	Extra Labor, ATSSA Flagger, per Each (Emergency Call-Outs)	$	Hour
6.12	Extra Labor, ATSSA Flagger, per Each (Emergency Call-Outs - Holiday)	$	Hour
6.13	Extra Labor, ATSSA Technician, per Each (Normal Business Hours)	$	Hour
6.14	Extra Labor, ATSSA Technician, per Each (Emergency Call-Outs)	$	Hour
6.15	Extra Labor, ATSSA Technician, per Each (Emergency Call-Outs - Holiday)	$	Hour
6.16	Extra Work Truck	$	Hour
6.17	Arrow Boards	$	EA / Day
6.18	Message Boards	$	EA / Day
6.19	Water Filled Traffic Rated Barriers (8' - 10' Sections)	$	EA / Day
6.20	Truck Mounted Attenuators	$	EA / Day
6.21	Extra Equipment - Type II Barricades	$	EA / Day
6.22	Extra Equipment - Type III Barricades	$	EA / Day
6.23	Extra Equipment - Reflective Flexible Drums w/ Bases	$	EA / Day
6.24	Extra Equipment - Traffic Cones	$	EA / Day
6.25	Extra Equipment - Signs	$	EA / Day
6.26	Outsourced Materials Percent Cost Over Invoice	%	Percent
6.27	Professional Services - Engineering / Design	$	Hour
6.28	Professional Services - Other, Specify:	$	Hour

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3616

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ **AUTHORIZING SIGNATURE:** _____

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3616

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, _____, President or other Principal Officer of

_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 20_____.

_____
Notary Public

My Commission expires: _____

Attachment B

Contractor's Response
to
Invitation for Bids #3616

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Traffic Control Services** as specified herein. Bids must be received by **2:00 p.m.** on **December 12, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3616
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on a schedule basis, item-by-item basis, an all or none basis or by multiple award whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Knox County Procurement Division
Diane Woods, Business Outreach Administrator
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will** accept, and strongly encourages, electronically transmitted bids through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via email. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County E-Commerce Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper
1.19.2 Not include pages of unnecessary advertising
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **12:00 p.m. local time** on **November 25, 2024.** These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids **must** be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services and the vendor's subsequent response.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.3 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its bid or proposal and signature that it is current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this bid is to convey to prospective bidders the type and quality of Traffic Control Services as desired by the Knox County Engineering and Public Works. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful vendor(s) will be required to set up separate accounts for Knox County Engineering and Public Works and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful vendor(s). The successful vendor(s) will be required to invoice, as well as post payment, to the proper agency. Invoicing and account information is as follows:

3.3.1 Knox County Engineering and Public Works
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.6 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be a requirement for all employees of the Contractor's staff providing services to certain information-sensitive departments (i.e. Knox County Sheriff's Office and the court system areas). Certain felony convictions will prohibit individuals from servicing these departments. All costs associated with background checks will be the responsibility of Knox County.

3.7 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.8 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all, of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.9 **CERTIFICATIONS:** Contractor shall maintain all applicable state and federal certifications required to provide this type of service. Contractor's equipment operators shall be certified in the proper operation of the equipment they will provide. Copies of current certifications shall be included in their bid package.

3.10 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting.

The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any changes deemed necessary before acceptance by the owner.

3.15 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be "Free on Board" to the County department.

3.16 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated, and **must** provide the Affidavit, **Attachment B,** required by Public Acts, 2000, Chapter 918.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Cost	80 Points
Resources/Services	20 Points

Knox County reserves the right to ascertain whether or not the bid prices submitted are realistic and within the competitive range for these products and this type of service.

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part.

3.20 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on **Attachment A**. As proof the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract, variations from the Contract and Contract pricing are strictly prohibited.
Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.24 **INVOICE REQUIREMENTS:** Knox County is requesting invoices show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 Each invoice must show the amount due to the Contractor by Knox County.
3.24.2 All invoices shall be submitted within thirty (30) days of work being performed.
3.24.3 Each invoice must show: daily work quantities by category, number of units, unit of measure, unit price as per the contract, the total amount due for that item per day, as well as any additional information as required by Knox County.
3.24.4 Invoices are to be original and uniquely pre-numbered.
3.24.5 Submit original invoice and one (1) exact copy.
3.24.6 Invoices that do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you.
Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.25 **LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, re-fining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable State law.

3.26 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.27 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bid, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bid.

3.29 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.30 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.31 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- Continue with the existing prices,
- Request a lower price increase,
- Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and Knox County Engineering and Public Works, the approval notification will be done in writing and the contractor will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.32 **QUANTITIES:** Knox County does not guarantee any quantities to be ordered at any one particular time. There shall be no minimum order requirements from the vendors as this agreement is on an "as needed" basis. Knox County will make every effort to order even quantities but no guarantee is given or implied.

3.33 **RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.

3.34 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner.
Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.35 **RESOURCES:** Bidders **must** provide a summary detailing the number of employees, equipment, and certifications held within their business to be used for traffic control services. The list shall include, but not be limited to, a description of vehicles and equipment, including age and condition, staff members and their experience, and other resources that will be used to perform the work for the County.

Bidders must furnish satisfactory documentation stating that they have operated or are presently operating a traffic control services business of the type described in this document and they have done so under all conditions prevailing in this area. The County prefers that bidders have performed this type of service for minimum of three (3) years. If a bidder has not operated such a system for this amount of time, sufficient information must be provided with their bid in order to substantiate their experience in comparable fields or that they employ qualified personnel enabling them to comply with the requirements of the bid specifications.

The Contract will not be awarded to any bidder that has an unsatisfactory performance record, inadequate experience or who lacks the necessary organizational and equipment to conduct and complete the services in strict accordance with the specifications.

Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Procurement Director that it has the necessary resources and abilities to furnish the service specified herein in a satisfactory manner, and the bidder may also be required to show past history which will enable the Procurement Director to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify rejection.

3.36 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. 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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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.

3.37 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

3.38 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **12:00 p.m. local time** on **November 25, 2024**. Submit questions as noted in Section 1.1.

3.39 **TENNESSEE REGISTRATION:** Bidders must be licensed to do business in the State of Tennessee. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the bid must be included in the sealed envelope with their bid.

3.40 **THIRD PARTY CONTRACTORS:** Vendors whom submit a bid and plan on using a third party for providing any service for their bid, must explicitly let Knox County know beforehand. Vendors and their third party must adhere to all terms and conditions set forth for this bid. Knox County will not have any contractual liability for any third party Contractors.

SECTION IV SCOPE OF WORK

4.1 **COUNTY INTENT:** The County is seeking a contractor(s) for Traffic Control Services in Knox County. The awarded contractor(s) will be called upon on an as needed basis primarily during normal business hours. Vendors are requested to price the individual items separately. Invoices must show the individual price of each item or service rendered.

4.2 **CONTRACTOR'S RESPONSIBILITIES:** Contractor shall provide:

4.2.1 Unit Rates -

A. **Normal Business Hours –** Traffic Control Services will be requested on an as needed basis primarily during normal business hours Monday through Friday from 7:30 a.m. to 4:30 p.m. however, evening and nighttime work may be required. Notice for these services will be given at least seventy-two (72) hours in advance of the start date with start time and job site location provided as well. Start time is defined as the time the flag crew is requested to be at the work location. End time is defined as the time when Knox County or a Knox County Contract Crew finishes work, flagging equipment is removed and/or the flagging crew leaves the job site. Knox County does not pay for flag crew travel time to the job site or for travel time from the work site back to the traffic control office.

B. **Emergency Call-Outs -** Certain circumstances such as seasonal storms, flooding and other natural disasters that affect our roads and infrastructure requires the County to respond. Knox County is requesting that bidders bid an emergency call-out rate of service as well as an emergency rate of service on holidays. Either emergency response shall require the Contractor to be on-site within two (2) hours after receiving notification from the County. The County will notify the Contractor of the street address, cross street if available and what is the situation. The Contractor will be required to submit a list of emergency contacts and phones numbers.

C. **Definition of a Day** - A day shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.

D. **Labor Rate Adjustment** – Incomplete Crew: In cases where the Contractor cannot supply a full crew for the entire work shift, the Contractor shall make an adjustment to the invoice to Knox County when one of the Contractor's crew members is absent and is not replaced by the Contractor. For each full hour that a crew member is absent on a work shift, the Contractor shall credit Knox County the absent crew member's billable hourly rate. The credit shall appear as a line item on the monthly invoice with the specific job site location noted.

E. **One (1) Person Flag Crew Labor Rate**: The rates bid on the Unit Price Sheet are a bundled rate consisting of a qualified one (1) person flag crew with vehicle and equipment as specified. Furnish one (1) person flag crew composed of one (1) trained American Traffic Safety Services Association (ATSSA) flagman wearing Personal Protective Equipment (PPE), one (1) company vehicle with company name on it and strobe warning lights, signage and lane channeling devices meeting applicable codes and standards, flagging devices, including suitable for after dark operations, 2-way communications equipment, all proper for traffic reduction.

F. **Two (2) Person Flag Crew Labor Rate**: The rates on the Unit Price Sheet are a bundled rate consisting of a qualified two (2) person flag crew with vehicle and equipment as specified. Furnish two (2) person flag crew composed of two (2) trained ATSSA flagmen wearing PPE, one (1) company vehicle with company name on it and strobe warning lights, signage and lane channeling devices meeting applicable codes and standards, flagging devices including suitable for after dark operations, 2-way communications equipment, all proper for traffic lane reduction operations.

G. **Setup Crew Labor Rate**: In cases where Contractor labor is to provide a traffic control setup and teardown with flagging operations NOT required, the Contractor shall use hourly Extra Labor Rate, Section H below, for this service. Rates are per person.

H. **Extra Labor Rate**: The rates bid are for Extra Labor (Flagger or Technician) only, without additional equipment. The Extra Labor rates will be used only when additional labor (for example, a 3rd person) is needed on the jobsite that is not part of the labor supplied with the flagging crew, or at the sole discretion of Knox County.

Extra Labor used on Knox County jobsites shall meet the same safety, appearance and performance standards as Crew Labor. All persons serving as Extra Labor shall be fully qualified and capable of performing the job as required.

I. **Extra Equipment Rate**: The rates bid are for Extra Equipment only, without personnel. The Extra Equipment rates will be used only when additional Extra Equipment is needed on the jobsite that is not part of the standard equipment supplied with the crew. Charges will be incurred only for the time the Extra Equipment is on an active job site. Extra Equipment used on Knox County jobsites is to meet the safety, functionality, and applicable standard codes. Extra Equipment is not subject to overtime rates. Extra Equipment includes all expendable supplies necessary to operate equipment, including fuel or batteries. All persons operating Extra Equipment must meet all applicable codes, laws, regulations, and be trained and knowledgeable in the operation of Extra Equipment.

J. **Outsourced Material Mark Up Rate**: This line item is the percentage mark up over Contractor's cost invoice for rental of material. Materials may consist of special signage, channeling devices, arrow boards, or other required items that are not a part of the Contractor's existing domicile supply or cannot otherwise be procured from Contractor's resources in a timely manner to meet an emergency. Any material charges that are not a part of Contractor's standard equipment or extra equipment must be approved by Knox County authorizing the work. Contractor is expected to maintain sufficient inventory of equipment to perform work without routinely renting 3rd party equipment.

K. **Professional Services**: Contractor shall provide professional services when required and at the request of Knox County. Professional Services include but are not limited to: participation in traffic control design meeting and discussions. Preparation of sketches or drawings in accordance with County and/or State requirements, including Engineer's stamp, if needed. Perform field measurements and data gathering. Provide professional Traffic Control advice to Knox County when requested. Provide testimony or deposition on Knox County's behalf when needed. All professional services to be priced on an hourly basis.

L. **Cancellation Period** – Knox County will not be responsible for payment if a crew is cancelled prior to one (1) hour before the scheduled report time.

4.2.2 **Materials Supply** – Contractor shall supply all traffic control equipment and materials needed to perform work. Contractor shall supply at Contractor's expense all incidental material required to perform work such as, but not limited to uniforms, PPE, shop rags, hand cleaners, tools and tooling to assemble and disassemble equipment, Contractor is responsible for transportation of equipment and materials to and from jobsite.

4.2.3 **Contractor Furnished Equipment** – Contractor shall furnish all traffic control equipment necessary to perform work. Contractor furnished equipment shall comply with all Knox County, state and federal requirements and specifications. Contractor shall maintain adequate inventory of traffic control equipment to handle all routine daily traffic control requirements. Equipment shall be located centrally within the Knox County boundaries for efficient deployment and retrieval.

4.2.3 **Vehicles** – Contractor shall supply company owned or leased late model clean company vehicles of consistent make and color for transportation of Contractor's crew and for operations at the work site. The vehicles are to have Contractor's name on the side and be equipped with strobe warning lights and, if required, traffic advisor arrow board.

4.2.5 **Communications** – Contractor to provide Flaggers with 2-way radio equipment as required to perform flagging operations or otherwise communicate on the job site. Contractor to provide crews on site with cell phones in order to communicate with Knox County supervisors.

4.2.6 **Signage and Channeling Devices** – Contractor shall supply all signage and channeling devices as required to perform routine daily work. Included are arrow boards, light message boards, barricades, cones, barrels, caution tape and signs. All equipment is to be maintained in good working order and secure in its placement while on the jobsite. Defective, broken, scarred, scrapped, bent, dirty, vandalized, stolen, or otherwise damaged equipment is to be immediately removed from the jobsite and replaced with equipment in good condition.

4.2.7 **Special Equipment** – Contractor shall respond in a time efficient manner to requests for special equipment as soon as Contractor is made aware of the requirement. Special projects or emergency situations may require truck mounted attenuators or additional inventory in Contractor's local yard.

4.2.8 **Personal Protective Equipment** – Contractor to provide all required PPE for Contractor's employees working on the jobsite. Equipment shall include, but not limited to, reflective vests, hard hats, safety-toed boots, eye protection, and hearing protection.

4.2.9 **Knox County Supplied Equipment** – None. Contractor is to offer a turnkey service with all material and incidentals included.

4.2.10 **Pedestrian Traffic Control** – Contractor's assignments may include pedestrian traffic control involving barricade set up, tear down caution tape and signage placement where construction activities are close to sidewalks or other pedestrian areas.

4.2.11 **Dress Code and Demeanor** – Each of the Contractor's personnel will be in contact with the public and will display appropriate professional appearance and demeanor. Each of the Contractor's personnel will have a name badge or other recognizable insignia visibly displayed on their person. Contractor's employees are to be professionally clothed with plain shirts, pants, jackets, or those bearing contractors name, and sturdy appropriate footwear. Hats or hoods are not to impair visibility or communication.

4.2.12 **ATSSA Certifications** – Contractor shall maintain an American Traffic Safety Services Association (ATSSA) Flagger certification for all Flaggers and ATSSA Traffic Control Technician certification for all Traffic Control Technicians. Only certified Flaggers shall provide flagging and only certified Traffic Control Technicians shall design and direct set up.

4.2.13 **Availability** – Contractor shall be available to provide traffic control services during normal business hours, evenings, at night, on weekends and holidays when requested. Contractor shall provide a twenty - four (24) hour a day Dispatch Operator as a single point of contact to expedite daily or emergency operations.

4.2.14 **Work Shift to Coincide with Knox County Field Work** – When Contractor is providing flagging services in conjunction with Knox County field work, particularly emergency situations; Contractor shall maintain a flagging crew at the jobsite as long and the Knox County crew or crews continue to work. Contractor may provide relief crews, as necessary, but must coordinate and maintain uninterrupted flagging operation continuously, as long as needed by Knox County. Contractor to coordinate breaks and lunch schedules to accommodate Knox County's schedule and needs.

4.2.15 **Field Supervision** – Contractor shall provide a lead person who will perform daily inspections of work crews and inspection of traffic control set ups, including static unmanned setups. Any deficiencies found with set ups shall be promptly repaired, replaced or corrected regardless of cause.

4.2.16 **Safety Requirements** – Contractor shall meet all current and future safety requirements of all governing authorities including but not limited to OSHA and TOSHA laws and regulations.

4.2.17 **Standard -** The latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the FHWA and in conformity to the dimensions and locations on the traffic control design plans stamped by registered engineer in the State of Tennessee will be the standard for this bid.

Please note that it is not necessary to return pages one (1) through thirteen (13).
You must complete and return pages fourteen (14) through seventeen (17).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3616, TRAFFIC CONTROL SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: Global Communication and Professional Services, Inc.

5.2 Vendor number as assigned by Knox County: 70718

5.3 Street Address: 1725 Louisville Drive

City: Knoxville State: TN Zip: 37921

5.4 Contact Person: Chris Clark

5.5 Telephone Number: (205) 493-2026

5.6 Vendor's email address: Michelle.schaar@globalcommmc.com

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

5.7 Authorizing Signature: _____ (Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: 100153893O
(If Applicable) *Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 yes Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.10 Do you accept the terms and conditions of the bid? (YES) NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11	Did you include the correct number of exact copies as detailed in Section 1.9?	(YES)	NO
5.12	Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?	(YES)	NO
5.13	Did you include your Certifications as detailed in Section 3.9?	(YES)	NO
5.14	Did you complete and include the Drug Free Affidavit as detailed in Section 3.16?	(YES)	NO
5.15	Did you complete and include the Insurance Checklist as detailed in Section 3.21?	(YES)	NO
5.16	Did you include a detailed list of your Resources as detailed in Section 3.35?	(YES)	NO
5.17	Did you include your License information as detailed in Section 3.39?	(YES)	NO
5.18	Did you complete and include Section VI, Vendor Pricing with your submittal?	(YES)	NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3616

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY / X / PROJECT / LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ **AUTHORIZING SIGNATURE:** _____

SECTION VI VENDOR PRICING FOR BID NUMBER 3616, TRAFFIC CONTROL SERVICES

Bid Item	Bid Item Description	Rate	Unit of Measure
6.1	One Person Flag Crew Labor Rate (Normal Business Hours)	$ 47.00	Hour
6.2	One Person Flag Crew Labor Rate (Emergency Call-Outs)	$ 57.00	Hour
6.3	One Person Flag Crew Labor Rate (Emergency Call-Outs - Holiday)	$ 80.00	Hour
6.4	Two Person Flag Crew Labor Rate (Normal Business Hours)	$ 90.00	Hour
6.5	Two Person Flag Crew Labor Rate (Emergency Call Outs)	$ 105.00	Hour
6.6	Two Person Flag Crew Labor Rate (Emergency Call-Outs - Holiday)	$ 125.00	Hour
6.7	Setup Crew Labor Rate, per Each Technician (Normal Business Hours)	$ 45.00	Hour
6.8	Setup Crew Labor Rate, per Each Technician (Emergency Call-Outs)	$ 58.00	Hour
6.9	Setup Crew Labor Rate, per Each Technician (Emergency Call-Outs - Holiday)	$ 74.00	Hour
6.10	Extra Labor, ATSSA Flagger, per Each (Normal Business Hours)	$ 45.00	Hour
6.11	Extra Labor, ATSSA Flagger, per Each (Emergency Call-Outs)	$ 59.00	Hour
6.12	Extra Labor, ATSSA Flagger, per Each (Emergency Call-Outs - Holiday)	$ 74.00	Hour
6.13	Extra Labor, ATSSA Technician, per Each (Normal Business Hours)	$ 52.00	Hour
6.14	Extra Labor, ATSSA Technician, per Each (Emergency Call-Outs)	$ 62.00	Hour
6.15	Extra Labor, ATSSA Technician, per Each (Emergency Call-Outs - Holiday)	$ 77.00	Hour
6.16	Extra Work Truck	$ 5.15	Hour
6.17	Arrow Boards	$ 122.60	EA / Day
6.18	Message Boards	$ 171.42	EA / Day
6.19	Water Filled Traffic Rated Barriers (8' - 10' Sections)	$ 3.60	EA / Day
6.20	Truck Mounted Attenuators	$ 282.98	EA / Day
6.21	Extra Equipment - Type II Barricades	$ 6.06	EA / Day
6.22	Extra Equipment - Type III Barricades	$ 7.20	EA / Day
6.23	Extra Equipment - Reflective Flexible Drums w/ Bases	$ 5.98	EA / Day
6.24	Extra Equipment - Traffic Cones	$ 2.09	EA / Day
6.25	Extra Equipment - Signs	$ 21.55	EA / Day
6.26	Outsourced Materials Percent Cost Over Invoice	5 %	Percent
6.27	Professional Services - Engineering / Design	$ 108.05	Hour
6.28	Professional Services - Other, Specify:	$	Hour

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3616

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with five (5) or more employees)

I, Joni Arnes, President or other Principal Officer of

Global Communication & Professional Services, Inc, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Joni Arnes
President or Principal Officer

For: Global Communications & Professional Services, Inc
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by Joni Arnes,

President or Principal Officer of Global Communications & Professional Services, Inc,

On this 11 day of December 2024.

Nicole Creson
Notary Public

My Commission expires: 9-21-26

NICOLE CRESON
STATE OF TENNESSEE NOTARY PUBLIC
MORGAN COUNTY

GLOBCOM-01 LBENSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2024

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

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

PRODUCER Chappell, Smith & Associates 1006 Merylinger Court PO Box 681209 Franklin, TN 37067	CONTACT NAME: Lindsey Benson PHONE (A/C, No, Ext): FAX (A/C, No): (615) 435-8328 E-MAIL ADDRESS: lbenson@chappellsmith.com
INSURED Global Communications & Professional Services, Inc. PO Box 495 Coalfield, TN 37719	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Co. Of The Southeast — 39926 INSURER B : Westchester Fire Insurance Co. — 10030 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			S2217490	3/18/2024	3/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			S2217490	3/18/2024	3/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S2217490	3/18/2024	3/18/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 7,000,000 $ $ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Environmental			G73617339003	12/1/2023	12/1/2024	Each/Aggregate	5,000,000

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

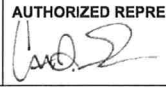
CERTIFICATE HOLDER

Proof Of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Knox County
Business Tax Standard License

This certificate must be publicly displayed.

GLOBAL COMMUNICATIONS &
PROFESSIONAL SERVICES, INC.
7031 KNOXVILLE HWY
OLIVER SPRINGS TN 37840-3035

Date Issued:	08-May-2024
Classification:	4
Letter ID:	L1940618560
License Number:	1001538930
Expiration Date:	15-May-2025

State of Tennessee

13531558

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
GLOBAL COMMUNICATIONS & PROFESSIONAL SERVICES, INC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 73652
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2025
$3,000,000.00; MU; S-Boring; S-Comm Towers; S-Erosion Ctrl; S-Fiber Optics; S-Low Voltage; S-Pressure Wash

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Global Communications & Professional Services, Inc
1725 Louisville Drive Knoxville, TN 37921

Traffic Control Assets

Traffic Control Current Fleet

2016-2017 Ram – 6 Vans

2013-2018 Ford – 15 Vans

2017-2018 Nissan – 3 Vans

2022 Toyota Tacoma

2013 Chevrolet Colorado

Message Boards – 2

Arrow Boards – 3

Water Barrier – 25+

Type II Barricades – 15+

Type III Barricades – 8

Cones – 500+

Signage – 200+

Misc Signage – 50+

Reflective Brums – 50+

We employee approx. 60 people in our Traffic Control Department.

Attachment C

Contractor's Certificate of Insurance

GLOBCOM-01 LBENSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2024

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

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

PRODUCER	CONTACT NAME: Lindsey Benson
Chappell, Smith & Associates 1006 Merylinger Court PO Box 681209 Franklin, TN 37067	PHONE (A/C, No, Ext): FAX (A/C, No): (615) 435-8328 E-MAIL ADDRESS: lbenson@chappellsmith.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Global Communications & Professional Services, Inc. PO Box 495 Coalfield, TN 37719	INSURER A : Selective Insurance Co. Of The Southeast	39926
	INSURER B : Westchester Fire Insurance Co.	10030
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		S2217490	3/18/2024	3/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		S2217490	3/18/2024	3/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		S2217490	3/18/2024	3/18/2025	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Environmental			G73617339004	12/1/2024	12/1/2025	Each/Aggregate	5,000,000

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

Regarding Bid Number 3616 - Traffic Control Services.

Knox County Procurement Division is listed as additional insured with respects to general liability as required by the written contract. Umbrella follows form of the underlying coverages. Contractual Liability, XCU not excluded

CERTIFICATE HOLDER

Knox County Procurement Division
1000 North Central Street Suite 100
Knoxville, TN 37917

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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INSURED'S COPY

20000FS 2217490 756

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

20000FS 2217490 758

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations,** the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.,** above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **a.** above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

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(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverge afforded to the additional insureds in this coverage extension:

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";

2. Only applies to the extent permitted by law; and

3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

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Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or

2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and

3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:

a. The insured; or**b.** Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

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Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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LIMITED "PROPERTY DAMAGE" CARE, CUSTODY AND CONTROL EXTENSION ENDORSEMENT Basic Form (Including Coverage For Lost Keys)

COMMERCIAL GENERAL LIABILITY
CG 79 33 06 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limited "Property Damage" Care, Custody and Control Extension

20000FS 2217490 766

Limits of Insurance

Occurrence Limit - Personal Property	**$2,500**	
Occurrence Limit - Real Property	**$2,500**	
Aggregate Limit	**$5,000**	
Deductible	**$500**	Each "Occurrence"

Limited Coverage Extension

The limited coverage extension provided by this Endorsement is subject to the Limits of Insurance contained in the Schedule above, and as further explained in the section entitled **Limits Of Insurance,** set forth below.

Except as modified by this Endorsement, all other terms, conditions, exclusions and definitions contained in the Commercial General Liability Coverage Part apply.

If this insurance applies, and subject to the Limited Coverage Extension Exclusions, below, we will pay at your request and irrespective of the fault of any insured, for "property damage" to:

1. Property loaned to you by anyone other than an insured;

2. Personal property, including keys, in the care, custody or control of an insured; or

3. Real property on which you or any subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

Additional Definitions

As used in this endorsement, "property damage" also includes:

1. Loss or damage of tangible property resulting from burglary, robbery, theft or mysterious disappearance; or

2. Adjustment of locks to fit new keys or the cost and installation of new locks when replacing keys covered under Limited Coverage Extension Item **2.** above;

Provided that such "property damage" is not a result of any dishonest act on the part of any insured, his employees or agents, whether acting alone or in collusion.

Limited Coverage Extension Exclusion

With respect to this coverage extension only, Exclusion **j.** relating to damage to property, is replaced by the following:

This insurance does not apply to:

1. Property you own, rent or occupy, other than property you rent or occupy on a temporary basis only for:

a. A trade show or exhibit;

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INSURED'S COPY

RLA-16815 **R-25-1-406**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Laura Carl, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with GEI Consultants, Inc. and Rummel, Klepper & Kahl, LLP for the provision of On-Call Geotechnical Consulting and Material Testing Services. *(Engineering and Public Works)*

Attachments

Resolution

Contract - GEI Consultants

Contract - Rummel, Klepper & Kahl, LLP

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH GEI CONSULTANTS, INC. AND RUMMEL, KLEPPER & KAHL, LLP FOR THE PROVISION OF ON-CALL GEOTECHNICAL CONSULTING AND MATERIALS TESTING SERVICES.

RESOLUTION: **R-25-1-406**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to have a contractor provide On-Call Geotechnical Consulting and Materials Testing Services; and

WHEREAS, the Knox County Procurement Division issued a Request for Qualifications for the purpose of finding a qualified contractor to provide the On-Call Geotechnical Consulting and Materials Testing Services; and

WHEREAS, the responses of GEI Consultants, Inc. and Rummel, Klepper & Kahl, LLP to the Request for Qualifications were determined to be the most responsible and responsive submittals meeting specifications accepted by Knox County; and

WHEREAS, the proposed contracts with GEI Consultants, Inc. and Rummel, Klepper & Kahl, LLP are effective for a one (1) year term beginning on February 1, 2025 and may be extended for four (4) additional one (1) year terms which may result in a total of five (5) years; and

WHEREAS, GEI Consultants, Inc. and Rummel, Klepper & Kahl, LLP have the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contracts with GEI Consultants, Inc. and Rummel, Klepper & Kahl, LLP for the provision of On-Call Geotechnical Consulting and Materials Testing Services are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contracts with GEI Consultants, Inc. and Rummel, Klepper & Kahl, LLP for the provision of On-Call Geotechnical Consulting and Materials Testing Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

GEI Consultants, Inc.

This Contract, made and entered into this _____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and GEI Consultants, Inc., hereinafter referred to as "Contractor".

Whereas, County requested solicitations for On-Call Geotechnical Consulting and Materials Testing Services, (Solicitation #3596) and;

Whereas, Contractor submitted qualifications in accordance with said requested specifications, the response of which is the most responsible and responsive submittal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Qualifications (Solicitation #3596), and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by this document and attachments hereto.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends the 31st day of January 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon per the Contractor's Price Schedule (Attachment C) for On-Call Geotechnical Consulting and Materials Testing Services pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County per the Contractor's Price Schedule. Invoices shall show the Contract number, the total amount due to the Contractor, the date(s) of service, the type(s) of service by category, the associated unit price for each service provided, and any other pertinent information necessary.

In the event of a change order, Contractor must notify County before any additional work is performed. Invoices shall be sent to the following:

Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide On-Call Geotechnical Consulting and Materials Testing Services detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one-hundred twenty (120) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for On-Call Geotechnical Consulting and Materials Testing Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of On-Call Geotechnical Consulting and Materials Testing Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render On-Call Geotechnical Consulting and Materials Testing Services for Knox County in accordance with Request for Qualifications and Contractor's Price Schedule.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Qualifications #3596
B. Contractor's Response to Request for Qualifications #3596
C. Contractor's Price Schedule

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

GEI Consultants, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Request for Qualifications #3596

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for **On-Call Geotechnical Consulting and Materials Testing Services** as specified herein. RFQs must be received by **2:00 p.m.** on **October 2, 2024**. Late submittals will neither be considered nor returned.

Deliver Qualifications To:

Solicitation Number 3596
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Envelope must show the Company Name, Solicitation Name, Solicitation Number & Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the Qualification closing, unless otherwise indicated in their submittal.

1.3 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.4 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing the goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.5 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.6 **COPIES:** Knox County **requires** that Qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required.

1.7 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the RFQ being deemed non-responsive and disqualified.

1.8 **ELECTRONIC RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. All qualifications must be submitted in hard copy format to the address listed in this solicitation. Email and facsimile submission is strictly prohibited.

1.9 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.10 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its RFQ in response to this solicitation, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

1.11 **NO CONTACT POLICY:** After the date and time the firm receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this RFQ **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this procurement transaction.

1.12 **NON-COLLUSION:** Vendors, by submitting a signed RFQ, certify that the accompanying submittal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.13 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this RFQ shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

1.14 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for lost or misdirected mail sent by common carrier, nor will Knox County be responsible for qualifications delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.15 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that RFQs be submitted on paper and shall:

- Be submitted on recycled paper.
- Not include pages of unnecessary advertising.
- Be made on both sides of each sheet of paper.

1.16 **SIGNING OF QUALIFICATIONS:** **In order to be considered all Qualifications must be signed. Please sign the original in blue ink.** By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the RFQ document. It is suggested that mailed RFQs be sent by certified or registered mail with return receipt requested or RFQs sent via common carrier include tracking and delivery confirmation.

1.17 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.18 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.19 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, ***ALL INTERESTED FIRMS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the solicitation closing time.

1.20 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense.

The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present. Vendors are to submit the Affidavit of Compliance, **Exhibit C**, with their response.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this RFQ, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each responding firm is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Qualifications (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed submittal that they are current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** Knox County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the terminationdate shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, qualifications, and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SCOPE OF WORK

3.1 **SCOPE OF WORK:** Knox County, an equal opportunity/affirmative action employer, seeks to retain the services of a professional engineering consulting firm(s) to provide geotechnical services, construction services, and environmental services. The professional engineering consulting firm(s) must be on TDOT's preapproved list.

Responsibilities of the professional engineering firm include, but are not limited to:

a. Engineering testing, analysis, design
b. Geotechnical drilling and rock coring
c. Foundation analysis and testing
d. Pavement assessment and design
e. Construction materials engineering and testing
f. Soils/materials laboratory capabilities
g. Environmental testing

3.2 **ADDITIONS/DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.3 **AWARD:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of the vendor(s) and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.4 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.5 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful firm agrees and covenants that the company, it's agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned nor more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.7 **CONTRACT EXECUTION:** The award of this RFQ may result in a Contract between Knox County and the successful Contractor. The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.8 **EVALUATION CRITERIA:** This RFQ will be evaluated by a selection committee composed of employees from Knox County government who have expertise within the stated scope of work. Only submittals conforming to the County's Terms and Conditions and the provisions set forth in this RFQ will pass the initial screening. Any submittal failing to satisfy the minimum requirements set forth in this RFQ may be rejected without consideration. The committee may request oral interviews. The following criteria will be used:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed Geotechnical Consulting and Materials Testing Services.
  - Capabilities and resources of firm.
  - Number of licensed professionals, technicians and inspectors.
  - TDOT approval letter for projects of this nature.

- **Key Personnel Assigned to Project (30 Points)**
  - Resumes of key personnel/staff and subcontractors to work with Knox County.
  - Specific areas of expertise.
  - Availability of personnel to Knox County.

- **Projects and Workload (20 Points)**
  - List of at least five (5) projects of similar size and scope completed in the last ten (10) years.
  - Initial budget and final cost for above projects.
  - Start date and final completion date for above projects.
  - Projected workload.

- **Licensure, Insurance and Litigation (10 Points)**
  - Provide evidence of licensure to practice engineering in the State of Tennessee.
  - Provide evidence of appropriate insurance coverage.
  - Provide information of any litigation in which the firm has been involved within the last 5 (five) years.

3.9 **EVALUTION REVIEW:** Knox Count reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgement as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results.

3.10 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of this solicitation shall indicate such exceptions in their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the solicitation as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Part IX of the submittal as instructed in Section IV, RFQ Format. Do not strike through or in any way alter the RFQ. Exceptions listed within other sections of the submittal shall not reviewed or considered.

3.11 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.12 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment, **Exhibit A**, and submit it with their bid response.

Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) showing the specified coverage and naming Knox County, Tennessee as additional insured; endorsement pages shall be included. It shall be the successful vendor's responsibility to keep a current COI and endorsement pages on file with the Knox County Procurement Division during the life of the Contract.

3.13 **LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for the type of work requested and must submit a copy of the license with their qualifications. All licensing must be in accordance with Tennessee Code Annotated.

3.14 **NEWS RELEASE BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.15 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s).

If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.16 **QUALIFICATIONS FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each participating vendor's name will be publicly read aloud. No further information will be given at that time. Evaluation of the qualifications will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Contract being fully executed, all submissions will be made public and open for viewing. Interested individuals may call the Procurement Division to schedule a time to review the submissions.

3.17 **REJECTION OF QUALIFICATIONS:** Knox County reserves the right to reject any and all qualifications received as a result of this request and to waive any informality, technical, defect or clerical error in any submittal, as the interests of the County may require. Non-acceptance of any submittal will be devoid of any criticism of the submittal and of any implication that the submittal is deficient in any manner. Non-acceptance of any submittal shall be construed as meaning simply that the County does not deem the submittal to be acceptable or that another submittal was deemed to be more advantageous to Knox County for the qualifications submitted.

3.18 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful Vendor agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.19 **RESPONDENT OBLIGATION:** Each firm shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this RFQ. The failure or omission of a firm to become acquainted with existing conditions shall no way relieve the firm of any obligations with respect to this RFQ or to the Contract.

3.20 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. 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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. 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. Contractor(s) 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, equipment, 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.

3.21 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.22 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

3.23 **SUBMIT QUESTIONS:** Prospective respondents may submit questions concerning this solicitation until **September 18, 2024, by 4:30 p.m. local time**.

SECTION IV RFQ FORMAT

Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.

Part I **SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS**

Part II **VENDOR INFORMATION**

- Company Name, Address, and telephone number
- Contact name(s) and telephone number(s)
- Contact email address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgement of Addenda (if applicable)

Part III **GENERAL QUALIFICATIONS OF FIRM**

Provide the complete qualifications of the firm for completing the Scope of Work in Section 3.1. Include the firm's number of years in business and years key personnel have performed geotechnical engineering and materials testing services. Include the number of personnel (licensed professionals, technicians and inspectors) available for this service and the complete capabilities of the firm. Include a copy of the firm's TDOT approval letter for these types of services.

Part IV **KEY PERSONNEL ASSIGNED TO PROJECT**

Provide resumes of key personnel, staff and subcontractors that will work with Knox County on the project. Resumes should be no longer than one page and include number of years working on similar projects and a list of sample projects similar to the scope of work. Include all specific areas of expertise. Describe the availability of personnel when Knox County issues an order to provide geotechnical engineering and materials testing.

Part V **PROJECTS AND WORKLOAD**

Provide a list of at least five (5) projects that are similar in size and scope. Include start and completion dates for projects with initial budgets and final costs. Include contracts awarded to your firm, complete with a current point of contact for the client, telephone number, email address, summary of work performed and contract term. Provide the firm's projected workload for the next year.

Part VI **LICENSURE, INSURANCE AND LITIGATION**

Provide evidence of licensure to practice engineering in the State of Tennessee and appropriate insurance coverage. Describe any litigation with which the firm has been involved in the past five (5) years with a brief description of the litigation and result.

Part VII **REQUIRED ATTACHMENTS**

Firms are to complete and provide the following attachments here:

- Knox County Insurance Checklist, Exhibit A
- Affidavit of Compliance with Iran Divestment Act / No Boycott of Israel, Exhibit B
- Affidavit of Compliance with Tennessee Criminal History Records Check, Exhibit C

Part VIII **ADDITIONAL INFORMATION**

Respondents may submit additional information regarding their Firm and the services they offer that may add value to their submittal.

Part IX **EXCEPTIONS**

Respondents are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFQ in your response.

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFQ NUMBER 3596

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY / X / PROJECT / LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS'COMPENSATION, AUTO AND PROFESSIONAL LIABILITY. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFQ NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

REPONDENT NAME: _____ **AUTHORIZING SIGNATURE:** _____

EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3596

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

EXHIBIT C
REQUEST FOR QUALIFICATIONS NUMBER 3596

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with response by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this qualification submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

Attachment B

Contractor's Response
to
Request for Qualifications #3596

GEI Consultants

On-Call Geotechnical Consulting and Materials Testing Services

Solicitation Number 3596

Prepared for: Knox County Procurement Division

October 2, 2024



Table of Contents

Part I Signed Letter Authorizing Submission of the Qualifications 3

Part II Vendor Information 4

Part III General Qualifications of Firm 9

Part IV Key Personnel Assigned to Project 18

Part V Projects and Workload 36

Part VI Licensure, Insurance, and Litigation 44

Part VII Required Attachments 45

Part VIII Additional Information 48

Part IX Exceptions 52

I Signed Letter Authorizing Submission of the Qualifications

Consulting
Engineers and
Scientists

October 2, 2024

Mr. Brian Hubbs
Construction and Contract Specialist
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

Dear Mr. Hubbs:

Re: On-Call Geotechnical Consulting and Materials Testing Services
Solicitation Number 3596

GEI Consultants, Inc. (GEI) is pleased to submit this statement of qualifications (SOQ) to Knox County to provide geotechnical, environmental, and construction services. This SOQ is based on the original Request for Qualifications (RFQ), published on August 28, 2024. We are confident our team has the technical and regulatory expertise required, and the business acumen to execute this work successfully. We have an excellent working relationship with the County and take great pride in being a trusted consultant and advisor for the past five years.

GEI will serve as the prime consultant and will manage the services provided under this contract agreement in addition to providing geotechnical engineering, construction oversight, and environmental services. We have chosen to partner with the following subcontractors/subconsultants to assist in the corresponding service lines:

- **Engineering & Testing Solutions, LLC (ETS)**. Construction materials engineering, sampling, and testing; and soils/materials laboratory testing.
- **Master Drillers, Inc. (MD).** Geotechnical drilling and rock coring.
- **Schnabel Engineering, LLC (Schnabel)**. Soils/materials laboratory testing.

Our partners have been selected for their capabilities and demonstrated prior performance on a wide range of projects for the Tennessee Department of Transportation (TDOT) and numerous County and City governments, as well as their demonstrated performance on multiple other projects with GEI personnel. The addition of our teaming partners will also provide the GEI Team with the ability to support Knox County with their small business subcontracting goals.

As prime consultant, GEI's Josh Cole will serve as Project Manager for all projects under this contract and will be the primary point of contact for the County. He has demonstrated a commitment to GEI's clients and programs, and he has over two decades of local relevant experience working on the program level managing multiple simultaneous task orders. Mr. Cole is highly skilled in quality management, risk management, and budget planning and control.

Thank you for the opportunity to be considered for this contract. Please contact Josh Cole at (865) 333-7143 or at jcole@geiconsultants.com if you have any questions.

Sincerely,

GEI CONSULTANTS, INC.

Joshua H. Cole, P.E.
Senior Geotechnical Engineer

Scott Keating
Vice President, South Region Operations Manager

II Vendor Information

GEI Consultants

OFFICE LEADING SERVICES

GEI Consultants, Inc.
520 West Summit Hill Drive
Suite 503
Knoxville, TN 37902
865.333.7143

HEADQUARTERS

GEI Corporate Office
400 Unicorn Park Drive
Woburn, MA 01801
781.721.4000

PRIMARY CONTACT

Josh Cole, PE
Senior Geotechnical Engineer
865.333.7143
jcole@geiconsultants.com

KNOX CO PROCUREMENT DIVISION VENDOR NUMBER

75917

FEDERAL TAX IDENTIFICATION NUMBER (EIN)

04-2468348

ADDENDA ACKNOWLEDGMENT

N/A



GEI OVERVIEW

Founded in 1970, GEI has grown from a small geotechnical specialty firm to over 1,500 professionals with 57 offices in the United States and Canada. A nationwide leader in the field of geotechnical engineering, the core strength of our team, GEI also focuses on environmental, water resources, and construction management services.

GEI has provided geotechnical engineering consulting for countless landmark construction projects including commercial, institutional, and industrial buildings and structures; dams, levees, and pipelines; tunnels, highways and bridges, and construction-related structures such as slurry walls and excavation support systems. Apart from geotechnical, many of these projects draw on GEI's environmental, water resources and ecological expertise, fields that are highly synergistic with our comprehensive knowledge of soil behavior, groundwater flow, and earth science. This is substantiated by our selection for dozens of recent geotechnical engineering projects and by the many agencies for which we hold indefinite delivery contracts for geotechnical engineering services.

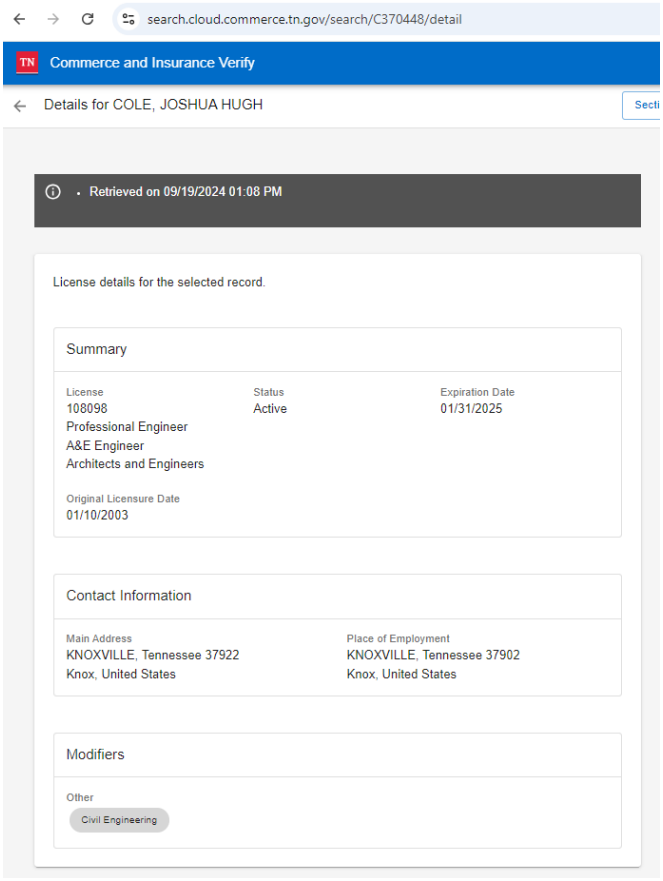
GEI is renowned for its exceptional heritage and expertise in geotechnical investigation and analysis, going back to our founders. Over the years, we have developed proven methods for economically obtaining the geotechnical data needed to support engineering projects. Our geologists and geotechnical engineers are adept at evaluating project design needs and collecting and reviewing existing information to create an effective and economic data collection effort.

Our qualifications in geotechnical investigations are supplemented by our team's extensive capabilities in geotechnical analysis and evaluation and in preparing geotechnical reports with recommendations for design and construction. Our expertise spans the full spectrum of geotechnical activities, such as review of historical information, subsurface explorations, laboratory testing, geotechnical analyses of all types, distress investigations, foundation design, groundwater studies, subsidence studies, and fault and seismic studies. We often perform value engineering to confirm that viable alternatives are considered and presented.

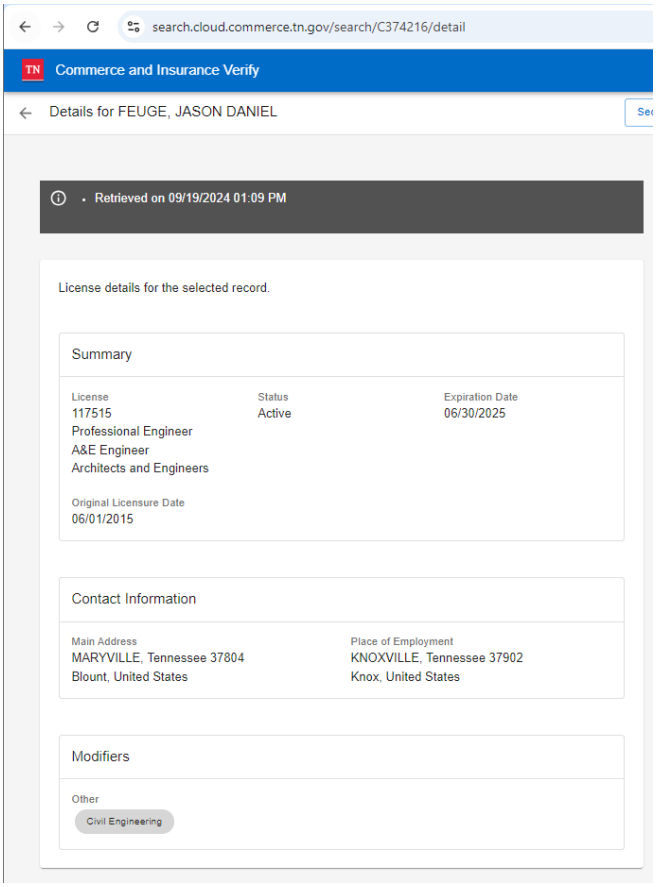
GEI has an excellent track record for performing projects within established schedules and budgets. We have recent and varied experience with "on call" engineering service contracts and we have the staff capacity to efficiently perform multiple task orders concurrently, something we have done many times for our clients.

LICENSURE VERIFICATION

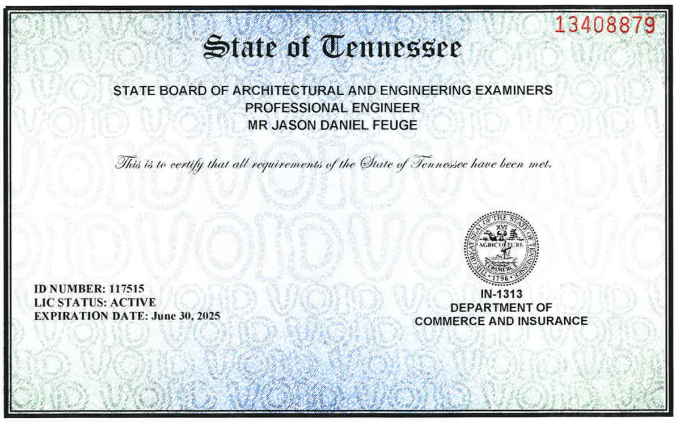
JOSHUA H. COLE



JASON D. FEUGE

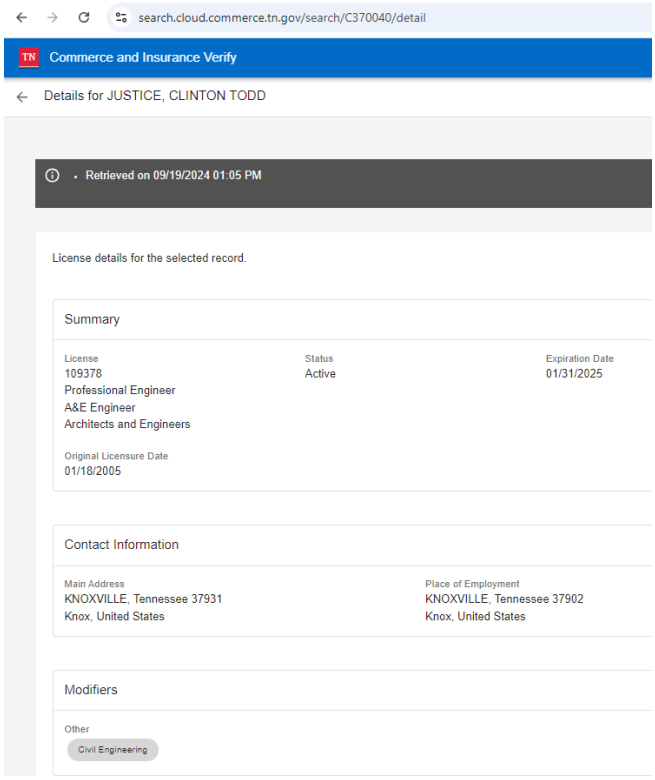




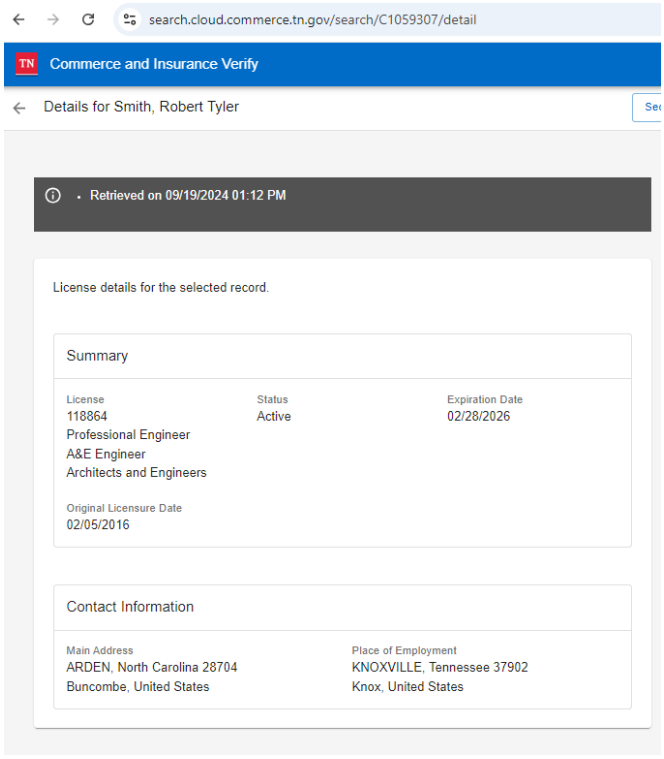


LICENSURE VERIFICATION

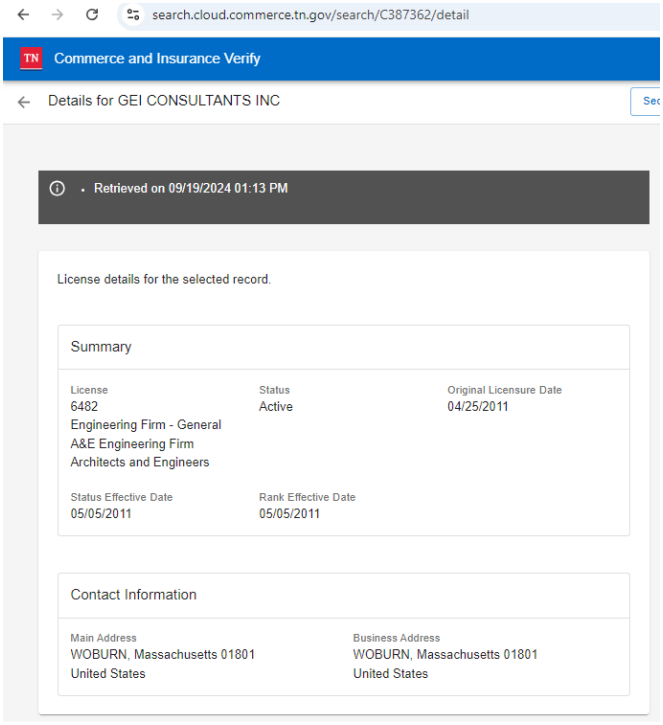
C. TODD JUSTICE



R. TYLER SMITH



GEI CONSULTANTS, INC.



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **GEI CONSULTANTS, INC.**

General Information

SOS Control #	**000587637**	Formation Locale:	MASSACHUSETTS
Filing Type:	For-profit Corporation - Foreign 10/02/2008 3:00 PM	Date Formed:	07/16/1970
Status:	Active	Fiscal Year Close	12
Duration Term:	Perpetual		

Registered Agent Address
C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546

Principal Address
SUITE 503
520 WEST SUMMIT HILL DR
KNOXVILLE, TN 37902

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
01/15/2024	2023 Annual Report	B1492-3307
	Principal Address 1 Changed From: 400 UNICORN PARK DR To: 520 WEST SUMMIT HILL DR	
	Principal Address 2 Changed From: No value To: SUITE 503	
	Principal City Changed From: WOBURN To: KNOXVILLE	
	Principal State Changed From: MA To: TN	
	Principal Postal Code Changed From: 01801-3365 To: 37902	
	Principal County Changed From: No value To: KNOX COUNTY	
01/30/2023	2022 Annual Report	B1329-2646
01/25/2022	2021 Annual Report	B1150-8074
03/19/2021	2020 Annual Report	B1001-6942
03/29/2020	2019 Annual Report	B0847-9032
02/21/2019	2018 Annual Report	B0657-2943
02/24/2018	2017 Annual Report	B0502-7264
	Principal Postal Code Changed From: 01801-3341 To: 01801-3365	
01/26/2018	Registered Agent Change (by Agent)	*B0478-4994
	Registered Agent Physical Address 1 Changed From: 800 S GAY ST To: 300 MONTVUE RD	
	Registered Agent Physical Address 2 Changed From: STE 2021 To: No Value	
	Registered Agent Physical Postal Code Changed From: 37929-9710 To: 37919-5546	

Filing Information

Name: **GEI CONSULTANTS, INC.**

03/30/2017	Registered Agent Change (by Entity)	B0337-6758
Registered Agent Organization Name Changed From: CORPORATION SERVICE COMPANY To: C T CORPORATION SYSTEM		
Registered Agent Physical Address 1 Changed From: 2908 POSTON AVE To: 800 S GAY ST		
Registered Agent Physical Address 2 Changed From: No Value To: STE 2021		
Registered Agent Physical City Changed From: NASHVILLE To: KNOXVILLE		
Registered Agent Physical County Changed From: DAVIDSON COUNTY To: KNOX COUNTY		
Registered Agent Physical Postal Code Changed From: 37203-1312 To: 37929-9710		
03/24/2017	2016 Annual Report	B0369-2885
03/31/2016	2015 Annual Report	B0228-2459
03/30/2015	2014 Annual Report	B0078-7225
03/24/2014	2013 Annual Report	A0225-2500
02/20/2013	2012 Annual Report	A0156-2167
04/02/2012	2011 Annual Report	A0115-3280
Principal Address 2 Changed From: No value To: STE 3		
Principal Address 3 Changed From: No value To: R. LEE WOOTEN		
Principal Postal Code Changed From: 01801 To: 01801-3341		
03/24/2011	2010 Annual Report	A0063-2414
04/01/2010	2009 Annual Report	A0016-2204
03/25/2009	2008 Annual Report	6488-0693
10/02/2008	Initial Filing	6385-0300

Active Assumed Names (if any)	Date	Expires

III General Qualifications of Firm

GEOTECHNICAL ENGINEERING SERVICES OVERVIEW

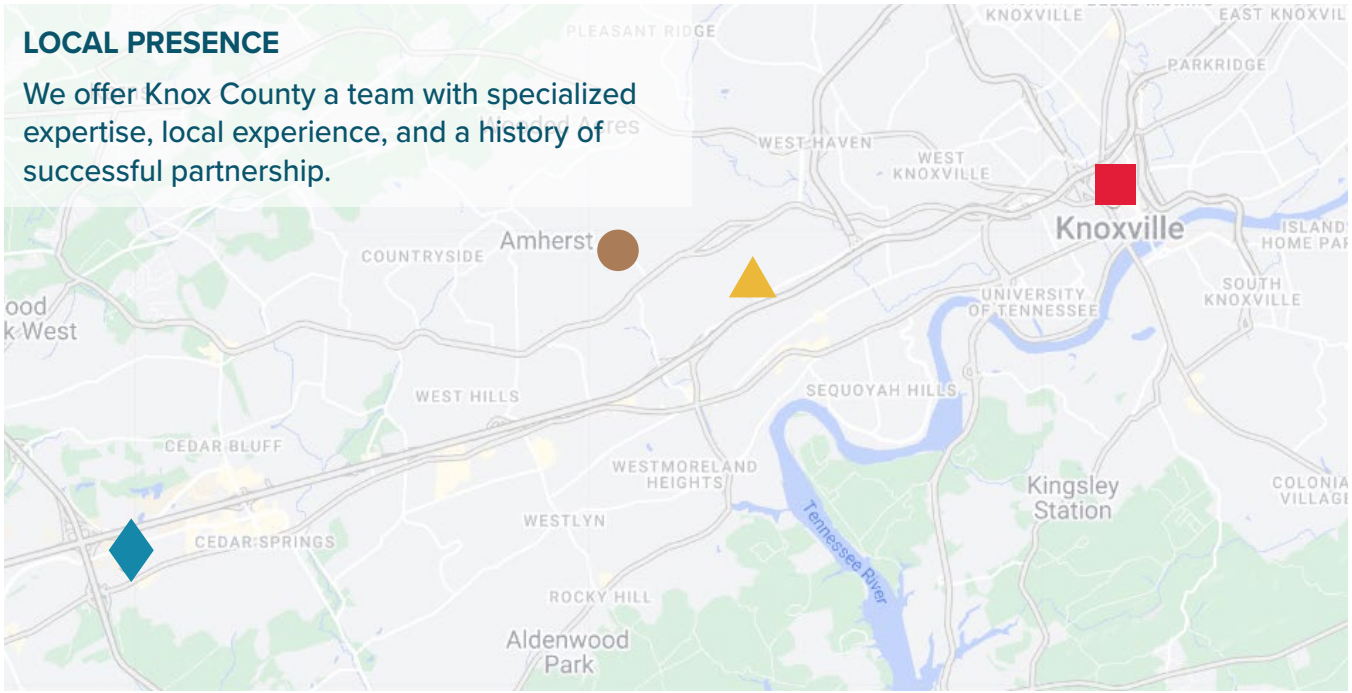
GEI is a consulting engineering firm that delivers professional services that improve our world's built environment. With more than 1500 staff, 57 offices nationwide, and 54 years in business, GEI is a leader in providing multi-disciplined engineering and technical services to a range of private and public sector clients, both domestically and abroad.

As an employee-owned firm, we foster personal relationships with our clients and support our staff in a partnership model, which is underpinned by continuous learning and sharing of knowledge. We retain proven, recognized experts and attract the best young minds to deliver to our clients a refreshing blend of technical expertise, collaborative spirit, and innovation that is rare in our profession. GEI is consistently ranked among the top 100 engineering firms in Engineering News-Record's annual rankings.

GEI has extensive experience providing geotechnical engineering services on a wide range of projects. Our services include geotechnical site and subsurface reconnaissance, exploration and investigation, geophysical investigations, laboratory testing services, geo-environmental services, geotechnical instrumentation, geotechnical analysis, and report preparation. We can also take geotechnical and geostructural projects through full design to develop full construction documents for bid. GEI offers construction phase services including review of geotechnical construction documents, submittal and RFI response, and materials testing.

LOCAL PRESENCE

We offer Knox County a team with specialized expertise, local experience, and a history of successful partnership.



■	**GEI Consultants, Inc.** | 520 West Summit Hill Dr., Suite 503, Knoxville, TN 37902
▲	**Engineering & Testing Solutions, LLC** | 1526 Coleman Rd., Knoxville, TN 37909
◆	**Master Drillers, Inc.** | 127 Perimeter Park Rd. #H, Knoxville, TN 37922
●	**Schnabel Engineering, Inc.** | 3502 Overlook Circle, Knoxville, TN 37909

Qualifications of GEI to complete the services areas in the Scope of Work are outlined below.

ENGINEERING TESTING, ANALYSIS, DESIGN

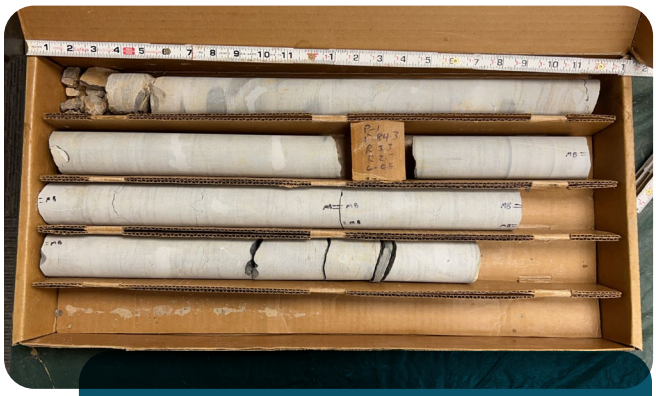
GEI is an industry leader in the application of geotechnical principles to achieve safe, economical, and practical projects. We are highly experienced in investigating, evaluating and navigating the risk and uncertainty of the underground to overcome challenges presented to both routine and complex projects by variable soil, rock, and groundwater conditions; fast-track schedules; and sensitive adjacent buildings and infrastructure. GEI works closely with structural engineers, architects, developers, owners, and contractors to reduce risks and uncertainties in underground construction.

Together with our select group of subconsultants, we have the local experience and expertise to tackle the wide variety of geotechnical, construction, and environmental issues Knox County encounters on both small and large projects. Our decades of experience in Knox County and the surrounding area give us the unique capabilities needed to solve the challenges of design and construction in a constantly changing and ever more complex built environment. We use state-of-the-art software and analysis techniques, in conjunction with proven construction know-how, to address our client's needs and deliver the response times and cost-effective solutions Knox County's constituents deserve.

GEOTECHNICAL DRILLING AND ROCK CORING

MD drillers are very experienced in performing geotechnical sampling and coring services in support of geotechnical explorations, slope stability studies, and foundation construction. They have extensive experience drilling in carbonate rock geology with its seams, cavities and open voids. In addition, they have performed numerous pre-drilling and concrete coring projects for highway and bridge construction both on land and over water. The general experience and qualifications of our lead drillers is summarized in the following table.

Name	Title	Experience	Soil Sampling	Rock Coring
Fred Reynolds	Senior Driller	40 years	Yes	Yes
Josh Miller	Junior Driller	5 years	Yes	Yes
Paul Riddell	Junior Driller	5 years	Yes	Yes



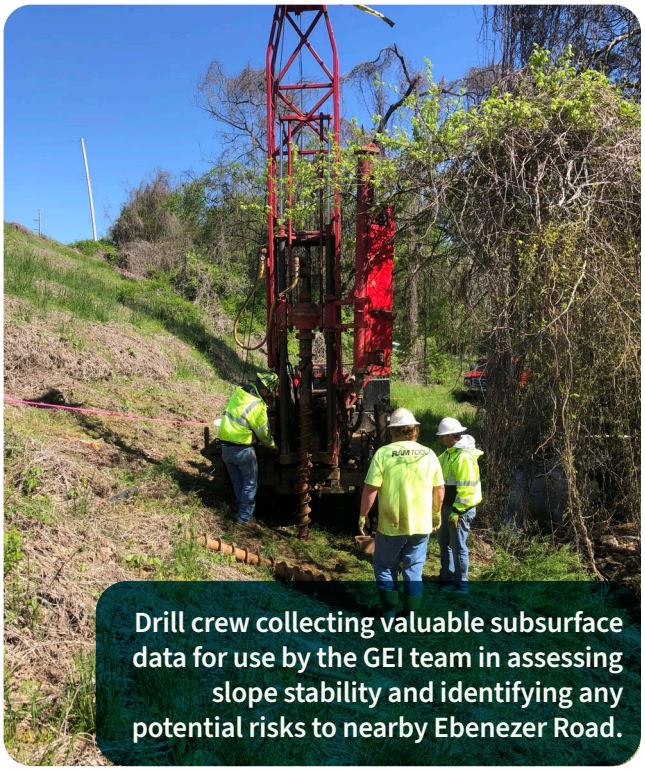
Rock core samples from the Couch Mill Road project, providing valuable insights into subsurface conditions for engineering analysis and project planning.



Drill rig in action on the Coward Mill Road project, collecting crucial soil and rock samples for site analysis and foundation design

FOUNDATION ANALYSIS AND TESTING

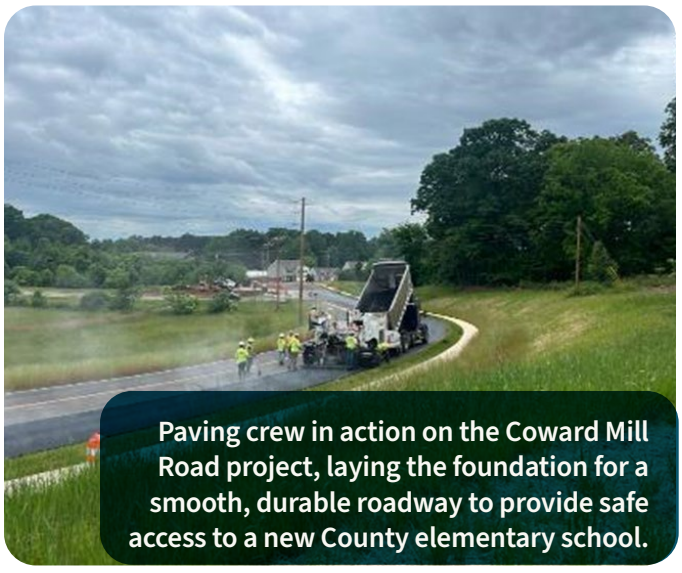
GEI works with the project team to select and design appropriate foundations and construction techniques for every type of project, ranging from the basic to the most complex and sensitive. We focus on providing the level of performance required by the project while preventing damage to nearby utilities and buildings, resulting in the design of practical, innovative and cost-effective foundations. We have experience and expertise in design and construction testing of compacted aggregate piers. In addition, we have extensive experience in evaluating shallow foundation subgrade for a variety of structures. We also perform observation and testing of deep foundation installation for a variety of deep foundation types, including driven piles, micropiles, and drilled shafts.



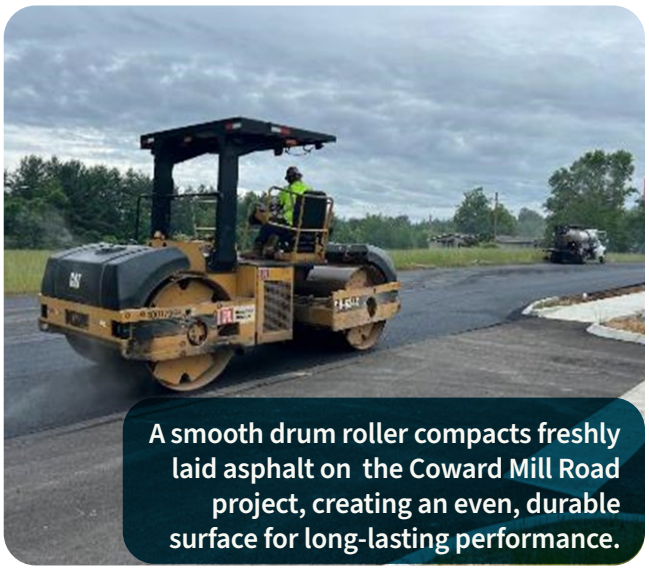
Drill crew collecting valuable subsurface data for use by the GEI team in assessing slope stability and identifying any potential risks to nearby Ebenezer Road.

PAVEMENT ASSESSMENT AND DESIGN

GEI has completed existing condition surveys of both bituminous and Portland concrete pavements using the Paver- Pavement Condition Index method to determine the pavements rating, rate of deterioration and assist our clients in prioritizing repairs. We have also developed short- and long-term pavement maintenance and repair programs with associated maintenance and repair budgets. For those projects requiring project level evaluation, we have performed nondestructive deflection testing, developed and performed coring and shallow boring programs, designed the pavement rehabilitation, prepared plans and specifications, developed RFP submitted to paving contractors and performed bid review and owner selection assistance. We also have provided resident engineer and quality assurance testing and inspection during pavement rehabilitation.



Paving crew in action on the Coward Mill Road project, laying the foundation for a smooth, durable roadway to provide safe access to a new County elementary school.



A smooth drum roller compacts freshly laid asphalt on the Coward Mill Road project, creating an even, durable surface for long-lasting performance.

CONSTRUCTION MATERIALS ENGINEERING AND TESTING

ETS will perform some of the construction materials engineering and testing, in particular, concrete sampling and testing. Their team of geotechnical engineers and technicians is unmatched in terms of local Knox County geotechnical experience. Whether it is a sinkhole dropout within a roadway, subgrade failure, or slope stability issue, our field experience and "common-sense" approach to geotechnical challenges allows ETS to provide our clients with the most cost effective and schedule friendly solution.



A sheepsfoot roller compacts fill soil for the Schaad Road - Phase II & III project.

GEI also has extensive experience in Construction Quality Assurance (CQA), observation and inspections. We contribute to the overall success of a project by providing outstanding service and innovative solutions to problems encountered in the field. Our staff consists of seasoned construction managers to coordinate the activities of all involved parties, as well as on-site CQA technicians. Our focus is to provide an overall value to the project in addition to completing the regulatory requirements for CQA. We recognize the importance of quick turn around on construction documentation reporting, clear and effective communications between all parties and highest levels of responsiveness to the client. We actively work with our clients to minimize material failures and replacement and to investigate and provide recommendations when materials do not meet specifications.

SOILS/MATERIALS LABORATORY CAPABILITIES

Schnabel Engineering, Inc. (Schnabel) will provide most of the higher-level soils laboratory testing. Schnabel maintains a materials engineering and geotechnical laboratory in Knoxville, Tennessee. Their laboratory provides soil, rock, and bulk waste testing capabilities to support geotechnical and geo/environmental investigations. Their testing laboratory is equipped to perform routine and highly sophisticated tests, including triaxial, consolidation, permeability, consolidation, moisture/density, compressive strength, soils classification, and grain size analysis. All laboratory testing is conducted by experienced laboratory technicians and supervised by registered engineers.

Analyses are conducted in accordance with applicable ASTM International (ASTM), American Association of State Highway and Transportation Officials (AASHTO), US Army Corps of Engineers (USACE) or other published standards. SE has an in-house Quality Assurance/Quality Control (QA/QC) program to confirm standard operating procedures are followed for both test methods and equipment calibration and maintenance.

Schnabel also maintains a wide array of testing and field instrumentation and monitoring devices used to determine soil and rock properties in the field, such as nuclear density gauges, pore pressure monitors, slope indicators, extensometers, groundwater level data recorders, and seismographs.

ETS will provide the majority of materials laboratory testing for this contract. The ETS Knoxville office and laboratory are centrally located within Knox County allowing us to respond to any project in a timely manner and reduce associated costs. With the understanding that certain geotechnical hazard events (i.e. sinkholes, slope failures) are without prejudice regarding the time of day or day of the week in which they may occur, ETS is committed to being available any day of the week or any time. Their office land-line is set to ring to their mobile numbers outside normal business hours.

GEI also operates two high-quality laboratories for both soil and rock testing. While Schnabel and ETS will provide most of the laboratory testing services for our team, our laboratories may also be used for more state-of-the-art testing and/or if time-sensitive deadlines must be met. Our testing capabilities range from classification and index testing, to performing dynamic testing to support seismic and vibration engineering. We offer a wide variety of geotechnical laboratory testing services. Our geotechnical engineering and materials testing laboratories also participate in scheduled external quality assurance programs conducted by AASHTO Materials Reference Laboratory and the USACE. These independent programs evaluate the laboratory's personnel, equipment, procedures, and quality systems.

ENVIRONMENTAL TESTING

Today's environmental regulations are complex and challenging. GEI's clients need expert assistance to navigate through the labyrinth of federal, state and local regulatory compliance requirements. GEI's planners, permit and climate change experts, scientists, biologists, archaeologists and architectural historians help our clients obtain required project permits with acceptable terms and conditions to build your project to specifications, while staying on budget and schedule.

Our Environmental Permitting Specialties Include:

- Clean Air Act
- Clean Water Act (CWA) Sections 404 and 401
- Coastal Zone Management Act
- Endangered Species Act, Sections 7 and 10
- Federal and State Floodplain Regulations and Executive Orders
- Federal Energy Regulatory Commission
- National Environmental Policy Act
- National Historic Preservation Act Section 106
- National Pollutant Discharge Elimination System
- Rivers and Harbors Act, Sections 9 and 10 (408)
- State Environmental Laws including State Wetland, Stream, Coastal, Floodplain, Species, and Land Use Laws
- Surface Mining and Reclamation Act



Scenic view of the Tennessee River, near GEI's Knoxville office.

Project Team

A key factor in our ability to meet the goals and schedule of this contract is the selection of a project team with the necessary experience, qualifications and approach to delivering on assigned task orders. We have assembled a team with a strong background in delivering projects like those specified in the solicitation.

GEI will serve as the prime consultant and will manage the services provided under this contract agreement in addition to providing geotechnical services. We have chosen to partner with Master Drillers, Inc., (MD), Engineering & Testing Solutions, LLC (ETS), and Schnabel Engineering, Inc. (Schnabel). GEI's partners have been selected not only for their capabilities but demonstrated prior performance on a wide range of projects for local County and City governments and state agencies, such as the Tennessee Department of Transportation (TDOT).

The addition of our teaming partners will also provide the GEI Team with the ability to support Knox County with their small business subcontracting goals. MD is a Small Business Enterprise (SBE) and will provide drilling services under this contract. Resumes of our proposed team members are provided in within this section.

MASTER DRILLERS, INC.

MD is a Knoxville-based, service-disabled veteran-owned, small business. MD specializes in providing soil sampling and rock coring for geotechnical engineering and construction purposes. Their clients include owners, consultants, designers, general contractors, foundation contractors, and highway and bridge contractors. Their drilling projects vary in size from projects that can be completed in a day to projects requiring multiple drills for weeks or months.

MD operates a fleet of drills that include ATV-mounted, track-mounted, truck-mounted, and skid-mounted drills. Their soil sampling capabilities include standard penetration testing, undisturbed sampling, continuous soil coring, and collection of bulk samples. Rock and concrete coring capabilities include NQ-, HQ-, PQ-, 4-inch, and 6-inch sizes. MD routinely core to depths up to approximately 125 feet for geotechnical explorations, highways and bridges, and concrete-coring of drilled shafts.

MD is pre-qualified with TDOT through both its Design and Construction Divisions. Their project experience with TDOT and similar projects includes exploration for the design of roads and bridges, pre-drilling for drilled shafts on land and over water, and coring concrete in constructed drilled shafts on land and over water.

ENGINEERING & TESTING SOLUTIONS, LLC

Engineering & Testing Solutions, LLC (ETS) was formed in 1999, and is owned and managed by Mr. Michael Whaley, P.E. and Mr. Chad Smock, P.E. Their owners/partners are all licensed professional engineers and combined have over 50 years of experience providing geotechnical and construction materials testing services with a majority

of the experience being on projects in the east Tennessee area. ETS has professional engineers licensed in Tennessee, North Carolina, Virginia, Georgia, West Virginia, and Kentucky. ETS is staffed with experienced drillers and engineering technicians that are certified by the American Concrete Institute, National Institute for Certification in Engineering Technologies, Tennessee Department of Environment & Conservation, and TDOT.

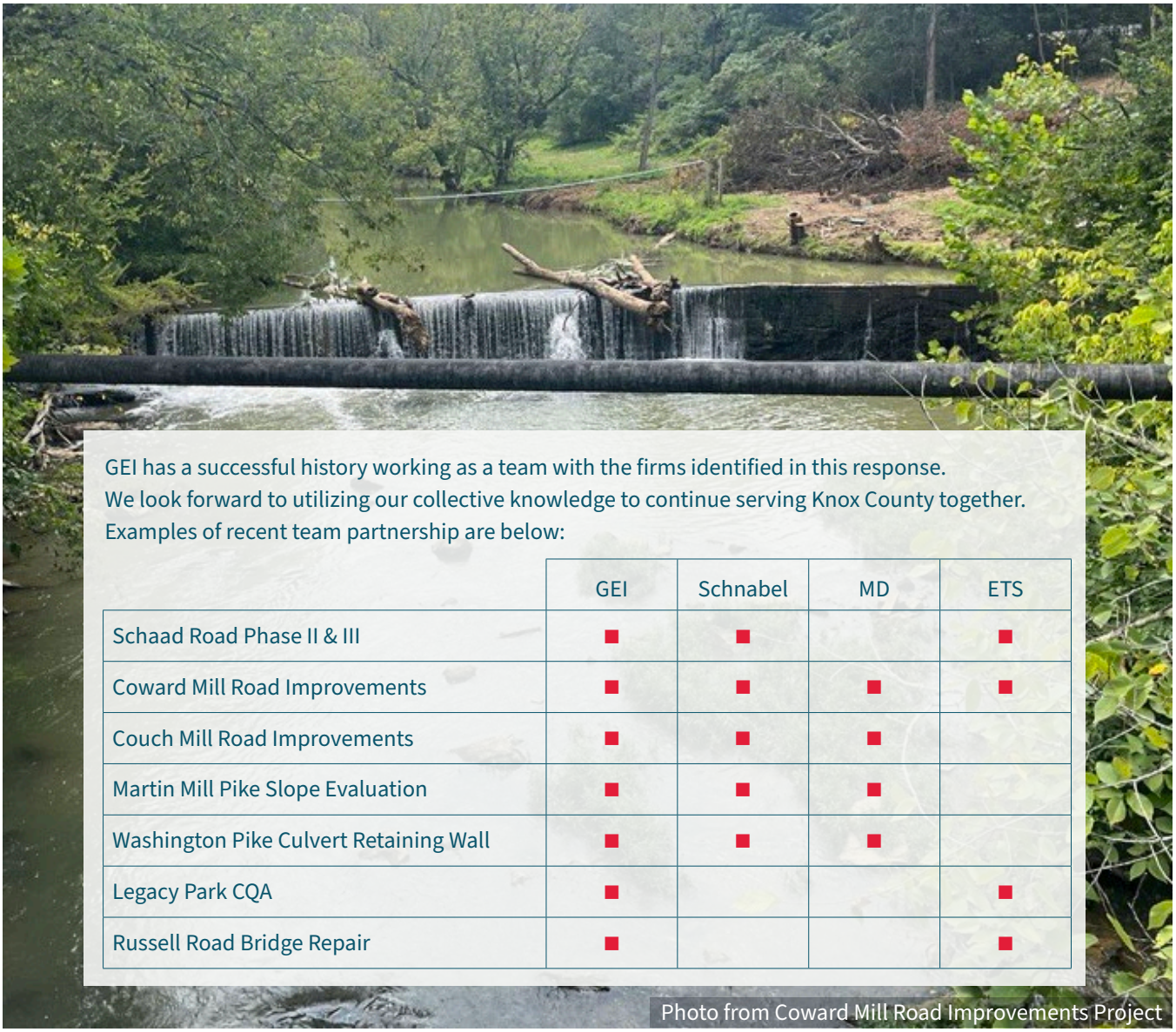
ETS provides a variety of services including geotechnical drilling; subsurface exploration and report preparation; construction testing services including soil, concrete and asphalt; laboratory testing of soil, concrete, and asphalt; and International Business Code (IBC) Special Inspections.

Schnabel ENGINEERING

Over six decades of experience has made Schnabel Engineering, Inc. (Schnabel) the go-to resource for special solutions to difficult geotechnical problems. Our services extend from concept through development of design drawings and specifications, which generally involves collecting, developing, and performing subsurface investigation programs and providing geotechnical analyses and recommendations for use in the planning and design process.

Schnabel performs geotechnical investigations to develop geotechnical design recommendations for foundations, earthwork, slopes, pavements, storm water management features, and other design elements. Their engineers and geologists are trained to apply the most appropriate subsurface investigation techniques and tools for each assignment. Site investigation techniques might include the following: drilling and sampling of test borings, rock coring, groundwater wells, in situ testing, air track probes, test pits, and geophysical techniques.

Soil and rock samples obtained are assigned for strength and both AASHTO and ASTM classification testing in our soils laboratory. Often, ground modification techniques such as compaction and jet grouting, vibro-concrete columns, vibro-compaction, rammed impact piers, Geopiers®, deep dynamic compaction, and pre-loading with wick drains are evaluated to improve existing subsurface conditions, reducing construction cost and accelerating the construction schedule.



GEI has a successful history working as a team with the firms identified in this response. We look forward to utilizing our collective knowledge to continue serving Knox County together. Examples of recent team partnership are below:

	GEI	Schnabel	MD	ETS
Schaad Road Phase II & III	■	■		■
Coward Mill Road Improvements	■	■	■	■
Couch Mill Road Improvements	■	■	■	
Martin Mill Pike Slope Evaluation	■	■	■	
Washington Pike Culvert Retaining Wall	■	■	■	
Legacy Park CQA	■			■
Russell Road Bridge Repair	■			■

Photo from Coward Mill Road Improvements Project

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

BUTCH ELEY
DEPUTY GOVERNOR
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

July 27, 2022

Mr. Todd Justice
GEI Consultants, Inc.
520 West Summit Hill Drive, Suite 503
Knoxville, TN 37902

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

Dear Mr. Justice:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on July 25, 2022. You are hereby informed that your firm shall be considered as having **Unlimited Qualification** for the following disciplines for a three-year period beginning **July 27, 2022**:

Administrative
Archeologist
Architect
Biologist
CADD Technician
Chemical Engineer
Civil Engineer
Computer Programmer
Construction Inspector
Construction Manager
Ecologist
Environmental Engineer
Environmental Scientist
Foundation/Geotechnical Engineer
GIS Specialist
Geologist
Hydrologist
Mechanical Engineer
Planner: Urban / Regional
Project Manager
Water Resource Engineer

Please be advised that consulting firms desiring to contract with TDOT must assume full responsibility for renewing their pre-qualification status via the DT-0330 Part 1 Form.

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

Sincerely,

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

JL/CS

cc: Chris Smotherman

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

JOE GALBATO, III
INTERIM COMMISSIONER

BILL LEE
GOVERNOR

December 16, 2021

Mr. Chad B. Smock
Engineering & Testing Solutions, LLC
1526 Coleman Road
Knoxville, TN 37909

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

Dear Mr. Smock:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on December 15, 2021. You are hereby informed that your firm shall be considered as having **Unlimited Qualification** for the following disciplines for a three-year period beginning **December 16, 2021**:

Administrative
Construction Inspector
Foundation/Geotechnical Engineer

Please be advised that consulting firms desiring to contract with TDOT must assume full responsibility for renewing their pre-qualification status via the DT-0330 Part 1 Form.

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

Sincerely,

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

JL/CS

cc: Chris Smotherman
Shaun Summers

IV Key Personnel Assigned to Project

ORGANIZATIONAL STRUCTURE

KNOX COUNTY TENNESSEE

Primary Contact / Senior Project Manager

Joshua H. Cole, PE
Senior Geotechnical Engineer

Health & Safety

Lesley Gastwirth, ASP
South Region Safety Manager

Principal in Charge

C. Todd Justice, PE, PMP
Knoxville Branch Manager

Project Team (GEI)

Jason Feuge. PE
Geotechnical Engineer

Robert Quinn, EIT
Geotechnical Engineer

Patrick Williams
Geotechnical Engineer

Marc Plotkin, PE, D.GE
Senior Geotechnical Engineer

Tyler Smith, PE
Geostructural Engineer

Morgan Carden, PE
Geostructural Engineer

Noelle Gaspard, PE, GISP, CFM
South Region Water Resources Practice Lead

Monica Malone, PE, CFM
Senior Water Resources Engineer

Stu Kogge, PWS
Senior Wetland/Aquatic Biologist

SubConsultants

PRIMARY DRILLER/ GEOTECHNICAL EXPLORATIONS

Master Drillers, Inc
Charles R. McCallister, PE
Fred Reynolds

CONSTRUCTION MATERIALS TESTING SERVICES / SUPPLEMENTARY GEOTECHNICAL & DRILLING SERVICES

ETS, LLC
Chad Smock, PE

LABORATORY TESTING

Schnabel Engineering, Inc.
Kreis D. Selvidge
Gary Brill, PE

PROJECT TEAM AVAILABILITY

We have estimated that the time commitments required to execute the work contemplated by this RFQ are well within current and future expected staff availability. GEI is committed to do what it takes to perform tasks with all resources needed and focused on staying on time and budget. Our team members will be fully knowledgeable about each site, processes surrounding environmental matters, health and safety, and will have the technical knowledge to quickly and efficiently engage in work order assignments.



Joshua H. Cole, PE

Primary Point of Contact
Senior Geotechnical Engineer/Project Manager

Joshua Cole is a Senior Geotechnical Engineer with 25 years of engineering experience including geotechnical engineering, instrumentation, construction services, and foundation construction testing and inspection. Mr. Cole's geotechnical experience includes shallow and deep foundation analysis and design, slope stability analysis, site improvement/ground modification, sinkhole investigation and remediation, geologic mapping, rock slope stability analysis, pavement design, bearing capacity/settlement analysis, retaining wall design, seismic site characterization, liquefaction screening and triggering analysis, and mat foundation analysis. His instrumentation experience includes slope stability, slope inclinometer studies, crack monitoring, and settlement monitoring. Mr. Cole's construction services experience includes project management, providing quality control and testing, including specification review, project estimating, and coordination of engineering technicians during construction. Testing of soil, concrete, floor flatness, mortar, grout, asphalt and concrete paving. Supervision of on-site evaluation and documentation of construction activities. His foundation construction testing and inspection experience includes driven piles, micro-piles, compacted aggregate piers, auger cast piles, and pile load testing.

EDUCATION

M.S. Civil Engineering,
University of Tennessee
B.S., Civil Engineering,
University of Tennessee

EXPERIENCE IN INDUSTRY

25 years

REGISTRATION & LICENSES

Professional Engineer, TN
No. 108098
Professional Engineer, KY
No. 25286
Professional Engineer, AL
No. 28802
Professional Engineer, NC
No. 33565
Professional Engineer, WV
No. 19211
Professional Engineer, TX
No. 134498
Professional Engineer, OH
No. 88486

Project Experience

Schaad Road – Phase II & III Realignment, Knox County Engineering and Public Works, Knoxville, TN. Senior Geotechnical Engineer and Project Manager responsible for field exploration, construction oversight, and field testing in support of an approximately 5-mile-long realignment of a heavily traveled local roadway. The project includes two new bridges spanning CSX railways, numerous box culverts, stream realignment, and cut and fill slopes more than 50 feet in vertical height.

Coward Mill Road – Phase 1 & 2, Knox County Engineering and Public Works, Knoxville, TN. Senior Geotechnical Engineer and Project Manager responsible for field exploration, construction oversight, and field testing in support of an approximately 1.5-mile-long realignment of a local roadway that serves as a critical artery to a new elementary school and an existing Veteran's home. The project includes a new bridge spanning Beaver Creek and removal and relocation of an existing at-grade railroad crossing.

Canton Hollow Road Retaining Wall Designs, Knox County Engineering and Public Works, Knoxville, TN. Senior Geotechnical Engineer and Project Manager responsible for overseeing design of five cantilevered cast-in-place concrete retaining walls and one cantilevered pile and lagging retaining wall for roadway improvements to a heavily traveled residential thoroughfare.

Washington Pike Culvert Retaining Wall, Knox County Engineering and Public Works, Knoxville, TN. Senior Geotechnical Engineer and Project Manager responsible for field exploration and laboratory testing in support of the design of a retaining wall needed for a new box culvert in east Knox County. Oversaw design of a cantilevered cast-in-place concrete retaining wall.

Couch Mill Road Improvements, Knox County Engineering and Public Works, Knoxville, TN. Senior Geotechnical Engineer and Project Manager responsible for field exploration and laboratory testing in support of design and construction of roadway improvements, including a new roundabout.



Clinton Todd Justice, PE, PMP

Knoxville Branch Manager

GEI Consultants

Todd Justice is a Geotechnical Engineer and Project Management Professional working out GEI's Knoxville office. His areas of expertise include geotechnical explorations and project management. His areas of proficiency include: Geotechnical explorations including CPT exploration, shallow foundations, deep foundations, geophysical investigations, stability analyses, liquefaction analysis, site improvement (grouting, Geopiers, and sand drains), bearing capacity/settlement analysis, retaining wall analysis, rock slope analysis, grout curtains, slurry cut-off walls, earthen dams, and ash disposal facilities; Instrumentation, including vibrating wire and standpipe piezometers, inclinometers for slope movement, groundwater; Foundation Construction Testing and Inspection, including shallow foundations, driven piles, drilled shafts, mini/micro piles, cap and compaction grouting; QA/QC Services – multi-phase testing/inspection, asphalt, concrete, and soil; and Acid Rock Drainage (ARD), including experience in the evaluation of ARD potential and mitigation procedures.

Mr. Justice is also the Manager of GEI's Knoxville Branch and is proficient in quality management, risk management, and budget planning and control. He has been involved in the development of client relations with Tennessee Valley Authority (TVA). Project experience includes serving TVA clients, as well as contractors, at their various Hydro, Fossil, Nuclear, and Transmission and Substation facilities. Project highlight includes successful management of a multi-million-dollar project at one of TVA's Fossil Plant facilities.

EDUCATION

Master of Science in Engineering, Geotechnical; University of Kentucky

EXPERIENCE IN INDUSTRY

28 years

REGISTRATION & LICENSES

Professional Engineer, TN No. 109378
Professional Engineer, AL No. 29781
Professional Engineer, KY No. 30716
Professional Engineer, MS No. 27055
Professional Engineer, GA No. 44275
Professional Engineer, NC No. 056789
Project Management Professional (PMP) No. 2049289

Project Experience

Ocoee No. 2 Flume Work Area Access Road, TVA, Polk Co., TN. Project manager and geotechnical engineer responsible for geotechnical exploration along the existing access road from the Ocoee No. 2 Powerhouse to the work bench for the Ocoee No. 2 Flume at the Tennessee Valley Authority's (TVA) Ocoee No. 2 Hydropower Plant in Polk County, Tennessee. The purpose of this exploration was to determine the general subsurface conditions along the existing access road and to provide geotechnical rec's and considerations for design and construction of roadway realignment/modifications, including proposed roadway embankments, cut and fill slopes, pavement design, and drilled shaft foundation recommendations for a new bridge.

Raccoon Mountain Corridor Stabilization, TVA. Hamilton Co., TN. Geotechnical engineer of record responsible for geotechnical exploration and recommendations for slope stabilization for a colluvial landslide along an existing transmission line corridor. A combination of soil test borings with rock coring and an electrical resistivity geophysics survey were performed to characterize the general subsurface conditions along the sloped corridor and to identify the approximate depth and location of failure surfaces with the suspected colluvial landslide. Inclinometer casing with vibrating wire piezometers were installed in the borings to monitor movement of the landslide and porewater pressures. Slope stability analyses were performed to determine the strength properties and groundwater conditions triggering slope instability. After understanding the conditions triggering downslope movement within the corridor, an internal workshop was conducted to discuss alternatives for slope stabilization. Three preferred alternatives were provided and one was selected to advance to detailed design.

ORNL, Spallation Neutron Source, Second Target Station, Geotechnical Exploration, Oak Ridge, TN. Project manager and geotechnical engineer responsible for the exploration activities and geotechnical recommendations during the project. The geotechnical investigation at the proposed SNS STS project site included both geophysical survey and geotechnical exploration with soil test borings. The purpose of the investigation was to characterize the site subsurface conditions and to provide geotechnical recommendations for general site preparation, excavation and fill requirements, and design and construction of shallow and deep foundations.



Jason D. Feuge, PE

Geotechnical Engineer

Jason Feuge is a Geotechnical Engineer/Project Manager in GEI's Knoxville, TN office. Mr. Feuge has experience with subsurface investigations and construction projects throughout the Tennessee Valley. He has extensive experience with sites in karst geologies, observation of various deep foundation construction techniques, cross hole sonic logging of drilled shafts, repair/remediation of karst features on construction sites, and IBC Chapter 17 Special Inspections of soil, concrete, masonry, and fireproofing

EDUCATION

B.S., Civil Engineering, Norwich University

EXPERIENCE IN INDUSTRY

13 years

REGISTRATION & LICENSES

Professional Engineer, TN No. 117515

TRAINING & CERTIFICATIONS

ACI Concrete Field Technician Grade

OSHA 40 Hour HAZWOPER

OSHA 30 Hour Construction Safety

OSHA 10 Hour Construction Safety

Nuclear Gauge Radiation Safety Training

PROFESSIONAL AFFILIATIONS

Tennessee Society of Professional Engineers
Order of the Engineer

Project Experience

Edenville and Sanford Dam Rehabilitation, Four Lakes Task Force, Midland and Gladwin County, MI. Project includes rehabilitation of a chain of 4 dams that were built in the early 1900's. Work includes soil cement bentonite cutoff walls, earth embankment construction, cast in place concrete. Quality Assurance Manager for the two southernmost dam rehabilitation projects. Reviewed and tracked QC and QA testing reports for soil, concrete and other materials. Analyzed concrete break data. Prepared weekly reports for the engineer of record and the project team. Compiled data for final construction report.

MISO LRTP, NiSource, Northwest Indiana. Project manager for geotechnical exploration for new electrical transmission line towers. Coordinated subsurface exploration, analyzed samples, prepared a geotechnical recommendation report. Calculated subsurface material parameters for shallow and deep foundation design and made geotechnical recommendations for construction.

Western Avenue Substation, Tennessee Valley Authority, Knoxville, TN. Field Engineer for a supplemental geotechnical exploration for a new substation. Performed subsurface exploration, analysis and assisted with report.

Knoxville Center for Behavioral Medicine, National Healthcare Corporation, Knoxville, TN. Project Manager and Special Inspector for a 64-bed adult behavioral health center. Managed field inspectors and technicians through required Chapter 17 Inspections, reviewed inspection and test reports, tracked discrepancies through resolution and prepared final Special Inspections letter to local building officials.

Knoxville Rehabilitation Hospital, Kindred Healthcare, Knoxville, TN. Project Manager and Special Inspector for a 57-bed inpatient acute rehabilitation hospital. Managed field inspectors and technicians through required Chapter 17 Inspections, reviewed inspection and test reports, tracked discrepancies through resolution and prepared final Special Inspections letter to local building officials.

Loving KY 161-kV Switching Station, Tennessee Valley Authority, Bowling Green, KY. Field Engineer for geotechnical exploration for a new switching station. Performed subsurface exploration, analysis, preliminary design of micropile foundations, and report writing.

Additional scope was authorized involving the preparation of a technical specification and design drawings for micropile foundations.

Stabilization of Structure 89, Raccoon Mountain – Widows Creek TL, Tennessee Valley Authority, Hamilton County, TN. Design engineer for developing alternatives for stabilizing a transmission tower on a failing slope. Prepared an alternatives report summarizing geotechnical data, performed slope stability analyses and prepared preliminary repair alternative designs.

TVA Lonsdale-N. Knoxville Loop to Western Avenue, Tennessee Valley Authority, Knoxville, TN. Field Engineer for geotechnical exploration for a new transmission tower structure. Performed subsurface exploration, analysis and assisted with report.



Robert Quinn, EIT

Geotechnical Professional

Robert Quinn is a geotechnical professional in GEI's Knoxville, TN office. Mr. Quinn has experience with subsurface investigations and construction projects throughout the Tennessee Valley. He has experience with deep and shallow foundation construction, substation facility pad construction, geotechnical exploration, and heavily traveled roadway realignment

EDUCATION

B.S., Civil Engineering, University of Pittsburgh - Johnstown

EXPERIENCE IN INDUSTRY

2 years

REGISTRATION & LICENSES

Engineer in Training, TN No. 36313

TRAINING & CERTIFICATIONS

OSHA 10-Hour

Nuclear Gauge Radiation Safety Training

PROFESSIONAL AFFILIATIONS

Tennessee Society of Professional Engineers

Project Experience

Schaad Road – Phase II & III Realignment, Knox County Engineering and Public Works, Knoxville, TN. Field Engineer responsible for construction oversight and field testing in support of an approximately 5-mile-long realignment of a heavily-traveled local roadway. The project includes two new bridges spanning CSX railways, numerous box culverts, stream realignment, and cut and fill slopes more than 50 feet in vertical height.

Knoxville Utilities Board (KUB) Riverside Drive Sewer Improvements, Jacobs, Knoxville, TN. Field Engineer for geotechnical exploration for sewer improvements along Riverside Drive in Knoxville, Tennessee. Responsible for client relations and field coordination of drilling subcontractor during field activities. Performed subsurface exploration, analysis of soil and bedrock samples, and assisted with the engineering data report.

Tellico Village Property Owners Association, Elevated Water Storage Tank, Booster Station Building, and Additions to TASS Booster Station, Jacobs, Loudon County, TN. Field Engineer for geotechnical exploration for new elevated water storage tank and new booster station near Dohi Drive in Tellico Village, Tennessee. Field Engineer for geotechnical exploration for additions to existing TASS Booster Station near Highway 72 in Tellico Village, Tennessee as well. Responsible for client relations and field coordination of drilling subcontractor during field activities. Performed subsurface exploration, analysis of soil samples, and assisted with the engineering data report.

Shelby-Dell 500-kV River Crossing Geotechnical Exploration, Tennessee Valley Authority, Tipton County, TN and Mississippi County, AR. Field Engineer for geotechnical exploration for new transmission line structures to be rerouted across the Mississippi river. Responsible for client relations and field coordination of subcontractor during field activities. Performed subsurface exploration, analysis of samples, and assisted with the engineering data report.

Cave Springs 161-kV Switching Station, Tennessee Valley Authority, Russellville, KY. Field Engineer for Construction Quality Assurance (CQA) observations during construction of facility pad. Performed field density testing during construction of the facility pad.

W Pleasant Hills 161-kV Substation, Tennessee Valley Authority, Olive Branch, MS. Field Engineer for Construction Quality Assurance (CQA) observations during construction of facility pad. Performed field density testing during construction of the facility pad.

Tellico Village Property Owners Association, Wet Weather Storage Improvements, Jacobs, Loudon County, TN. Field Engineer for geotechnical exploration for wet weather storage improvements near Tellico Parkway in Tellico Village, Tennessee. Responsible for client relations and field coordination of drilling subcontractor during field activities. Performed subsurface exploration, analysis of soil and bedrock samples, and assisted with the engineering data report.

Ebenezer Sewer Basin Improvements, FUD, Knoxville, TN. Field Engineer responsible for client relations and Construction Quality Assurance (CQA) observations during micropile installation and other activities during construction of two new pump stations, a new storage tank, new sanitary sewer trunk line, and almost 2 miles of new force main pipe in Knoxville, TN.



Patrick Williams, EIT

Geotechnical Engineer

Patrick is a graduate from the University of Tennessee and holds a B.A. in Science of Civil Engineering. As of March 13, 2020, Mr. Williams has been employed with GEI as a staff engineer to conduct quality assurance and testing services for a GEI key account client (Tennessee Valley Authority). Patrick also has experience performing exploratory geotechnical work, as well as acting as a liaison between field personnel and project managers. Mr. Williams has experience in construction QA/QC, field testing, project oversight interacting with owners and their various subcontractors, radioactive material handling, foundation construction, mass grading, geotechnical exploration; surveying, petrochemical pipeline and fracking, transportation design, and is proficient using software including ArcGIS, CADD, and SYNCHRO 9.

EDUCATION

B.A., Civil Engineering, University of Tennessee

EXPERIENCE IN INDUSTRY

5 years

REGISTRATION & LICENSES

Engineer in Training, TN No. 34521

TRAINING & CERTIFICATIONS

OSHA 10-Hour

ANPGA Portable Nuclear Gauge Safety & U.S. D.O.T. HAZMAT Certification

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Project Experience

Soo Locks, USACE, Sault Ste. Marie, MI. Staff engineer and drilling inspector. An ongoing Project Conducting geotechnical exploration at the Soo Locks facility that includes analyzing and logging 150 rock core borings with down-hole imaging using an optical televiewer. 30 borings were performed over water on a barge in two separate locks as well as downstream from a hydroelectric powerplant.

Smith Mountain 161-kV Switching Station, TVA, Dunlap, TN. Staff Engineer. Conducted exploratory geotechnical engineering and geophysics in an energized 161-kV yard that included, 4 MASW arrays, analyzing and cataloging 5 borings with rock core, and ground-water-level tests.

Coward Mills Road, Knox County, Knoxville, TN. Staff Engineer. Conducted exploratory geotechnical engineering that included, analyzing, and cataloging 6 Borings with rock core, and ground-water-level tests.

Anderson 500-kV Substation, TVA, Oak Ridge, TN. Field construction quality assurance professional responsible for construction quality oversight services during clearing, BMP installation, bedrock blasting, mass grading, lime-soil treatment, field testing and foundation construction activities.

PAF 500-kV Substation, TVA, Muhlenberg, KY. Field construction quality assurance professional responsible for construction quality oversight services during clearing, BMP installation, mass grading, field testing and foundation construction activities.

Blue Oval 500-kV Substation, TVA & Ford, Stanton, TN. Field construction quality assurance professional responsible for construction quality oversight services during clearing, BMP installation, mass grading, lime-soil treatment, field testing and foundation construction activities.

Glasgow 161-kV Substation, TVA, Glasgow, KY. Field construction quality assurance professional responsible for construction quality oversight services during clearing, BMP installation, mass grading, lime-soil treatment, and field testing.

SKYHAWK 161-kV Substation, TVA, Union City, TN. Field construction quality assurance professional responsible for construction quality oversight services during clearing, BMP installation, mass grading, soil-cement treatment, and field testing

Lake County 161-kV Substation, TVA, Lake County, TN. Field construction quality assurance professional responsible for construction quality oversight services during clearing, BMP installation, mass grading, lime-soil treatment, and field testing.

Tazewell 161-kV Substation, TVA, New Tazewell, TN. Field construction quality assurance professional responsible for construction quality oversight services during clearing, BMP installation, bedrock blasting, mass grading, lime-soil treatment, and field testing.



Lesley Gastwirth, ASP

Regional Safety Manager

Lesley Gastwirth is the Regional Safety Manager for GEI Consultant's South Region. In this role, her responsibilities include actively promoting GEI's safety culture, safety programs, and procedures. Ms. Gastwirth assists the Corporate Safety Director by managing the corporate medical monitoring/drug and alcohol programs; reviewing/revising safety programs and policies, maintaining forms and templates; and managing the annual safety training programs. She also assists project managers by developing project-specific health and safety plans, managing safety training needs, conducting accident/near miss investigations, and conducting site safety audits of field operations.

Ms. Gastwirth also has technical and administrative environmental consulting experience. Ms. Gastwirth's experience includes managing office budgets, procurement of office needs, coordinating with internal/external property management, supervising facilities, office space management, and reviewing and formatting technical documents. She also has a background in Environmental Science and began her career providing field support for various environmental projects including groundwater and soil investigations, remediation sites, and asbestos assessments/abatements.

EDUCATION

B.S., Environmental Science, University of Alabama

EXPERIENCE IN INDUSTRY

25 years

TRAINING & CERTIFICATIONS

Board of Certified Safety Professionals - Associate Safety Professional

OTI – Construction Safety and Health Certificate (Oct. 2015)

40-Hr OSHA HAZWOPER Training

8-Hr OSHA HAZWOPER Refresher

10-Hr Construction Management Training

OSHA 8-Hr Supervisors Course

E-Railsafe and Roadway Worker Protection – Railroad Certifications

First Aid/CPR/AED Training

Project Experience

Tennessee Valley Authority, Various Dams and Geotechnical Projects. Authored and reviewed various site-specific safety plans, procuring personal protective equipment, assisting with audits by TVA, and general safety support for a variety of dams and geotechnical projects across the southeast.

Kalamazoo River Superfund Site, LLC, Plainwell, MI. Assisted with the development of the site-specific health and safety plan and job hazard analysis for a long-term (10 year) river cleanup and restoration project. Also assisted with safety app development, site audits, incident investigations, and safety support.

Refinery Safety Support, Confidential Clients, USA. Manages the drug and alcohol program requirements, training requirements, authored/reviewed various site-specific safety plans, procured personal protective equipment, and general safety support.

Energy Client Safety Support, Confidential Client, Various Locations, MI. Manages the drug and alcohol program requirements, training requirements, and general safety support.

South Fork Wind, Independent Aquatic Environmental Monitoring, East Hampton, NY. Assisted with the establishment of GEI's safety needs and compliance for offshore wind project work. This included procurement of specialized personal protective equipment, training, and medical monitoring needs for staff performing aquatic environmental monitoring tasks, working in collective 24-hour shifts, 7 days a week on the South Fork Wind farm, 30 miles east of Montauk, NY.

Warner Brothers Discovery, Atlanta, GA. Safety support included review of the current safety conditions and development of recommendations for roof access and fall protection safety. Also performed a review of health and safety programs and policies and identified areas of improvement. Provided support to update programs based on the identified needs to increase employee safety.

Norfolk Southern, Atlanta, GA. Safety support included authoring and reviewing various site-specific safety plans, procuring personal protective equipment, performing safety audits, and general safety support for a variety of projects across the southeast.



Marc F. Plotkin, PE, D.GE

Senior Geotechnical Engineer

Marc Plotkin is a senior geostructural engineer in Charlotte, North Carolina.. Marc has over 20 years of experience covering a broad range of geotechnical projects. His responsibilities include consulting and design services related to the design and construction of roadways, utility systems, bridges, low- and high-rise structures, earth retaining systems, dams, and other types of structures. Marc provides services for both private and public sector clients, including local, county and state agencies and often serves as Geotechnical Engineer-of-Record for those projects.

EDUCATION

M.S., Civil Engineering, University of Missouri-Rolla, Rolla, MO

B.S., Civil Engineering, Michigan Technological University, Houghton, MI

EXPERIENCE IN INDUSTRY

21 years

REGISTRATION & LICENSES

Professional Engineer, TX
No. 135639

PROFESSIONAL AFFILIATIONS

ASCE
DFI
Geo-Institute Carolinas
Chapter Board Member, ADSC

Project Experience

I485/Westinghouse Overpass, Charlotte, NC. Engineer of Record for the Shored Mechanically Stabilized Earth Wall (SMSEW) on the inner loop of the I-485 Overpass over Westinghouse Road in Charlotte, North Carolina. The project initially called for a temporary soil nail wall to allow the construction of MSE walls along the existing I485 embankment as part of the widening project. A survey error during construction resulted in a mis-aligned soil nail wall that did not allow the MSE Wall construction with design strap lenghts or per NCDOT standards. The work on this project included modifying the constructed soil nail wall to convert it into a permanent soil nail wall which allowed shortening strap lengths and construction of the MSE Wall. The installed soil nail alignment would not have allowed re-excavation without reconstructing the soil nail wall and impacting maintenance of traffic.

I-85/I385 Interchange Improvement, South Carolina Department of Transportation (SCDOT) Greenville, SC. Geotechnical Engineer of Record. The project is the second largest design-build projects undertaken by the SCDOT and includes the full replacement of an active highway interchange with over five miles of roadway improvements, 12 new bridges, and numerous retaining walls. The complex site geometry required mechanically stabilized earth walls over 60 feet, soil nail walls to widen roadways beneath existing bridges, pile and lagging retaining walls, as well as drilled shaft and driven pile foundations to support bridges.

Craven Street Greenway, Asheville, NC. Geotechnical Engineer of Record for multiple retaining walls along the greenway. This greenway is situated along a half-mile portion of the French Broad Greenway River that skirts the perimeter of the innovative New Belgium Brewery site in downtown Asheville's River Arts District. The design includes combination of large block precast concretes and mechanically stabilized earth walls with large precast block facing, and soil nail walls. The entire greenway is inundated and below the river level when the French Broad River floods, this was a major design consideration. The foundation soils (loose river alluvium or existing landfill materials) presented unique support challenges and settlement concerns. To limit the aesthetic effects of differential settlement along the wall face, each of the large segmental block walls along the river incorporated a geogrid reinforced gravel leveling pad.

I-85/I385 Interchange Improvement, South Carolina Department of Transportation (SCDOT) Greenville, SC. Geotechnical Engineer of Record. The project is the second largest design-build projects undertaken by the SCDOT and includes the full replacement of an active highway interchange with over five miles of roadway improvements, 12 new bridges, and numerous retaining walls. The complex site geometry required mechanically stabilized earth walls over 60 feet, soil nail walls to widen roadways beneath existing bridges, pile and lagging retaining walls, as well as drilled shaft and driven pile foundations to support bridges.



R. Tyler Smith, PE

Geostructural Engineer

GEI Consultants

Tyler Smith is a professional geotechnical engineer in GEI's Charlotte, North Carolina office. He has more than 15 years of experience as an engineering consultant responsible for managing and executing geotechnical evaluations for a variety of projects across the Southeast in both the private and public sectors including commercial developments, industrial facilities, infrastructure improvement projects, and transportation projects. These responsibilities include planning and overseeing subsurface exploration and laboratory testing programs, performing engineering analyses, developing recommendations for foundations, retaining walls, and other geotechnical-related aspects of site development, and preparing geotechnical reports to convey the findings and recommendations to the design and construction team. In addition to his experience as a geotechnical consultant, Mr. Smith also specializes in landslide mitigation and geostructural design for ground improvement projects, retaining walls, earth retention structures, support-of-excavation systems, and slope stabilizations.

EDUCATION

M.S., Civil Engineering, North Carolina State University

B.S., Civil and Environmental Engineering, Georgia Institute of Technology

EXPERIENCE IN INDUSTRY

16 years

REGISTRATION & LICENSES

Professional Engineer, NC No. 040897
Professional Engineer, SC No. 032905
Professional Engineer, TN No. 118864

Project Experience

I-485 Bridge over Westinghouse Blvd, Mecklenburg County, NC. Project engineer for the design of a shored mechanically stabilized earth (SMSE) retaining wall. Initial design included a temporary soil nail wall and permanent MSE wall. Errors in field layout necessitated converting the already constructed, temporary soil nail wall into a permanent wall and incorporating it as part of a SMSE wall system. Submitted shop drawings and design calculations to North Carolina Department of Transportation for review and approval.

Support of Excavation (SOE), Middleburg Communities, Huntersville, NC. Project engineer for the design of a temporary support-of-excavation (SOE) system within North Carolina Department of Transportation (NCDOT) right-of-way for the installation of a new waterline below Old Statesville Road. Submitted shop drawings and design calculations to NCDOT for review and approval.

Support of Excavation (SOE), CNC Foundations, Rivian Automotive Production Facility, Normal, IL. Project engineer for the design of a temporary support-of-excavation (SOE) system to allow for the installation of a new equipment pit in the existing manufacturing facility. The design utilized helical soil-screw anchors and a soft, temporary facing consisting of welded-wire mesh and geotextile fabric. The soil screws offered the benefit of limited vibrations during installation and were able to be installed within the constricted access of the confined excavation. Submitted shop drawings and design calculations to the owner's design team for review and approval.

Peer Review of Permanent and Temporary Shoring Wall, Keller N.A., Flats at West Blvd, Charlotte, NC. Peer reviewed shop drawings and design calculations for a combination soldier pile and soil nail wall. Proximity to the property line necessitated the use of both wall systems to provide a single permanent retaining wall within the required setbacks for the multifamily development. In addition to the permanent structure, the end of the soil nail wall was continued as a temporary support-of-excavation system that allowed for the construction of foundation walls along the property line for the adjacent multifamily building.

Mechanically Stabilized Earth and Segmental Block Retaining Wall. Design services for dozens of private commercial and residential developments across North and South Carolina.



Morgan Carden, PE

Geostructural Engineer

Morgan Carden is a geostructural engineer with 10 years of experience covering a broad range of geotechnical and structural projects. Her responsibilities include consulting and design services related to the design and construction of roadways, utility systems, bridges, low- and high-rise structures, earth retaining systems, dams, and other types of structures. Morgan provides services for both private and public sector clients, including local, county and state agencies.

EDUCATION

M.S., Civil Engineering, Geotechnical, Missouri University of Science and Technology

B.S., Civil Engineering, Geotechnical/Structural, Michigan Technological University

EXPERIENCE IN INDUSTRY

10 years

REGISTRATION & LICENSES

Professional Engineer, MI
No. 6201312332
Professional Engineer, NC
No. 045678
Professional Engineer, SC
No. 375314

Project Experience

Michigan Department of Transportation Support of Excavation Design, Various Contractors, Various Locations. Prepared and reviewed support of excavation (SOE) designs for braced and cantilevered walls at various locations across Michigan.

- Mound Road Industrial Corridor SOE, Warren, MI
- I-696 at Rouge River SOE, Redford Township, MI
- M-15 over Paddison and Cummings SOE, Atlas Township MI
- Mechanic Street Bridge Tie-Backs, Jackson, MI

ARPA Dam Improvements, State of Michigan Department of Technology, Management & Budget, Holly, MI. Geotechnical subsurface exploration task manager. Prepared drilling plans and oversaw drilling operations and laboratory testing for six Michigan Department of Natural Resources dams. Used information collected during the field exploration and laboratory testing to prepare geotechnical data reports to inform a conceptual level design for repair, replacement, or abandonment of the dams. Provided conceptual level design drawings, report, and cost estimates to owner for consideration.

Ford Manchester Dam, Village of Manchester, Manchester, MI. Preformed a desktop review of provided drawings and reports to prepare for site observations of dam structures alongside a subcontracted dive inspection crew. Prepared inspection report with findings from state, GEI, and dive crew inspections along with recommendations for repair and abandonment of intake.

McClure Substation, Upper Peninsula Power Company, Negaunee, MI. Prepared an internal, external, and global stability analysis of the existing gravity mass block wall located at the substation. Evaluated the proposed additional loading from new substation equipment and prepared a summary letter of findings for the client to use in the rearrangement and addition of equipment.

Blanchard Hydroelectric Project, Minnesota Power, Royalton, MN. Evaluated the proposed placement and loading of the crane at the crest of the dam adjacent to the existing powerhouse concrete gravity walls and site mass block gravity wall. Updated dam design global stability analysis for the proposed loading condition on the upstream and downstream of the earthen embankment. Prepared RISA models of the proposed outrigger matting and loading to evaluate the pressure distribution to the ground.

Waterbury Dam, Vermont Department of Environmental Conservation, Waterbury, VT. Prepare a finite element analysis (FEA) of the existing concrete bridge deck located at the spillway that supports the existing hoists. The FEA existing conditions results were used to evaluate overstress in the concrete deck. Prepare an interim steel frame repair to support the concrete deck and hoist loading until reconstruction of the dam is to be completed.

Confidential, CNC Foundations, Normal, IL. Provided consulting, design, and construction drawings to facilitate the installation of a pit at the confidential site. The design included installing helical pier underpinning to support the existing foundations and a temporary soil screw wall from the finished floor elevation to the bottom of the proposed pit elevation.



Noelle Gaspard, PE, GISP, CFM

South Region Water Resources Practice Leader

GEI Consultants

Noelle Gaspard is the South Region Water Resources Practice Leader for GEI. Ms. Gaspard has expertise in stormwater analysis, stormwater management, asset management, and floodplain hydrologic and hydraulic analysis, with a specific focus on integrating GIS with stormwater management, asset management, hydraulic modeling, and project management. Her expertise is in automated hydrology and hydraulic modeling and analysis using GIS, and in the development of asset management programs. She has extensive marketing experience and is involved in the development of proposals. Additionally, she has experience running a Profit/Loss for the Midwest Regional office, advancing her management skills. She will leverage the lessons learned from managing numerous large-scale, high-profile projects to facilitate the discovery of innovative solutions and deliver pragmatic solutions to clients.

EDUCATION

B.S., Civil Engineering, Tufts University

EXPERIENCE IN INDUSTRY

24 years

REGISTRATIONS & LICENSES

Professional Engineer, MO
No. 2017008501
Professional Engineer, IL
No. 062072329
Professional Engineer, TX
No. 1035201
Professional Engineer, AR
No. 17117

TRAINING & CERTIFICATIONS

Geographic Information System Professional 60802
Certified Floodplain Manager 0866-05N
NASSCO PACP/MACP/LACP U-0218-070300786

PROFESSIONAL AFFILIATIONS

Texas Society of Professional Engineers (TSPE), Dallas Chapter
Treasurer, TSPE Dallas Chapter Board of Directors 2011-2013
Secretary, TSPE Dallas Chapter Board of Directors 2010

Project Experience

Royse City Drainage Masterplan, Royse City, TX. Program Director Oversaw the development of a large-scale/ high-resolution hydraulic model and master plan to identify over 15 bottlenecks flooding Royse City. The study also included evaluating future land use flooding and testing the effectiveness of measures such as regional detention in mitigating it. HEC-HMS, HEC-RAS, HY-8. GEI collected data from various sources – as-built drawings, surveys and field observations to inform the analysis, providing a platform for prioritization and capital improvement project decisions.

City of San Antonio (COSA) Stormwater Collection System Televising, Condition Assessment and GIS Mapping, San Antonio, TX. Project Director. Multi-year, citywide program to map and evaluate conditions of the City's underground storm sewers and surface storm water assets—manholes, inlets, culverts, and catch basins. The objective of this project was to complete a thorough field survey, video inspection and condition assessment of the San Antonio storm sewer infrastructure and to develop a GIS database which integrates the storm sewer schematic with all supporting data. Services performed during the project included: mobile GIS data collection, mobile LiDAR data collection, GPS survey and mapping, manhole inspections, closed-circuit television, system condition assessment, system defect analysis and rating, and the development of a comprehensive GIS database to manage all collection system data. The initial pilot program was expanded each year with significant budget increases after the City recognized the value of this study, leading to a 7-year program worth over $8 million dollars.

COSA Corrugated Metal Pipe Rehab Pilot, City of San Antonio, TX. Project Manager. Development of a trenchless rehabilitation program for the City of San Antonio's stormwater, corrugated metal pipe. The project involved the development of a decision-making matrix for efficient trenchless technology selection to repair deteriorating pipes and reduce flooding; development of a comprehensive program report; and completion of a prioritized rehabilitation plan to implement cured-in-place pipe, sliplining, spray-on lining, and invert paving for stormwater pipelines and structures.

Addison Stormwater GIS Development & Asset Management, Addison, TX. Project Manager and Lead Engineer for the development of a storm water GIS geodatabase for the Town of Addison. Provided oversight and quality control for the GIS field inventory of the above ground stormwater system. Participated in the design of the stormwater asset GIS database schema, survey procedures field manual, and condition assessment. Developed a spatial GIS layer that included features which represented the spatial extent of each plan set file. Completed a town-wide inventory of all infrastructure assets and updated all stormwater GIS layers based on field verification and/or information found on as-built plans.



Monica R. Malone, PE, CFM

Senior Water Resources Engineer

GEI Consultants

Monica Malone is a senior water resources engineer in GEI's Dallas, TX office. Monica has 25 years of project management and design experience in hydrology and hydraulics (H&H), drainage systems, and floodplain management. She has managed and designed drainage projects, facilitated and reviewed H&H studies, performed Federal Emergency Management Agency review and coordination, and designed channels for stream stabilization. Monica's project management background includes project coordination, financial tracking, scope and fee preparation, and resource management. The design projects that Monica has been involved include plans, specifications, estimate, drainage reports, stream modeling, schematic preparation, and flood studies.

EDUCATION

B.S., Civil Engineering, Texas A&M University

EXPERIENCE IN INDUSTRY

24 years

REGISTRATION & LICENSES

Professional Engineer, TX No. 91890
Certified Floodplain Manager, No. 0886-05N

PROFESSIONAL AFFILIATIONS

Texas Floodplain Management Association (TFMA)
American Society of Civil Engineers (ASCE)
Women's Transportation Seminar (WTS)

Project Experience

IH 35E and Bear Creek Road at Bear Creek, TxDOT, Glenn Heights, TX. Project manager and drainage task lead for plans, specifications and estimate for the intersection and operational improvements of IH 35E at Bear Creek Road and the reconstruction of frontage roads, Texas U-turn, and sidewalks for the 2.3-mile urban minor collector from Hampton Road to IH 35E, within the City of Glenn Heights in Dallas County, Texas. Project elements included roadway, drainage, bridge, traffic control, retaining wall, traffic, erosion control design, and utility coordination. GEI prepared a preliminary bridge layout report (PBLR), which included hydrology and hydraulics detailed modeling and analysis in HEC-RAS, bridge design, and HEC-18 scour analysis for the bridge replacement of the southbound frontage road and bridge class multiple box culvert design under the IH-35E mainlanes and northbound frontage road to convey design and FEMA discharges. This portion of Bear Creek that extends through the project area was studied and designated as a FEMA Zone AE floodplain upstream of the bridge and Zone A downstream. Drainage design elements included open- and closed-system drainage design and optimization of roadway profiles using GEOPAK Drainage and OpenRoads Designer (ORD). Erosion control plans were prepared in conjunction with phased traffic control plans. FEMA coordination was conducted with the City of Glen Heights and City of Lancaster floodplain administrators. GEI managed the split of the project during PS&E into two segments to facilitate different letting dates and schedules for the on-and off-system portions.

FM 1187 Schematic, TxDOT, Tarrant County, TX. Drainage task lead for a schematic drainage memo for FM 1187, a 2-lane rural roadway improvement that is proposed to a local 4-lane urban roadway from Chisholm Trail Parkway to FM 1187 in Tarrant County, Texas. The drainage memo documented the hydraulic analysis of 10 cross culverts associated with the roadway improvements such that results did not have adverse impacts to property owners beyond the TxDOT right of way. Cross-culvert hydraulic models were designed in HY-8, and preliminary storm drainage design was conducted with Geopak Drainage. Riprap outlet protection was designed per HEC-14.

SH 71 Widening Project, TxDOT Bastrop, TX. Drainage Task Lead for the construction of plans, specification and quantities estimate for this 2.7-mile update along SH 71. State Highway 71 is categorized as hurricane evacuation route but currently experiences inundation across the existing four lanes during intense and elongated storm events. This widening project also looked to resolve the flood inundation issue. The study area was complex due to its location in flash flood alley, local elevational change, and two streams (Halfway Creek and Cedar Creek) converging on the upstream side of the existing roadway alignment, with a structure straddling the creek on the downstream side of the proposed road upgrades. GEI prepared a detailed 2D HEC-RAS model for the crossing area and ran through nearly 20 potential alternatives of bridges, culverts, relief culverts, channel improvements to determine feasible and constructable alternatives for the stream crossings. GEI worked closely with the prime and TxDOT District staff to overview the model inputs, boundary conditions, and study results to determine a path forward. Design included culvert and storm drainage design along the corridor.



Stu Kogge, PWS

Senior Wetland/Aquatic Biologist

Stuart (Stu) Kogge, PWS, is a Senior Wetland/Aquatic Biologist and a Professional Wetland Scientist with over 35 years of natural resource and wetland experience. After graduating, Mr. Kogge worked for the Michigan Department of Natural Resources (MDNR) and Michigan Department of Environmental Quality (MDEQ) for 10 years and was then recommended and took the MDEQ's State-wide coastal wetland biologist position in 1995 and the State-wide inland wetlands biologist in 1997. Mr. Kogge then started Wetland and Coastal Resources, Inc. (WCR) and in 2000, The Institute for Wetland and Coastal Trainings and Research. From 1999-2008 WCR provided ecological services relating to wetlands, lakes and streams, and aquatic resources, while the non-profit organization conducted wetland delineation, mitigation and assessment, and botanical plant identification classes that catered to MDNR, MDEQ, Michigan Department of Transportation, and private consulting firms. During this time he held workshops with local conservation districts on how to identify and locate properties for preservation and restoring wetlands for mitigation. From 1999 to the present, he has been a Wetland/Aquatic Biologist for various consulting firms. Over the past 20 years he has been instrumental in identifying, locating, assessing, and getting mitigation wetlands (and wetland banks) established and approved by the regulatory agencies. Mr. Kogge also leads and continues to conduct wetland assessments, delineations, mitigation design, ecological restoration, endangered species surveys, and fisheries and aquatic assessments (using P51, P22, and Freshwater Mussel Protocols). He manages, conducts field assessments, and coordinates with federal and state on larger more complex wetland and aquatic resource related projects.

EDUCATION

M.S., Fisheries/Aquatic Biology, Limnology, Michigan State University

B.S., Fisheries and Wildlife Management, Michigan State University

EXPERIENCE IN INDUSTRY

37 years

CERTIFICATIONS

Professional Wetland Scientist

Federal permit for handling and relocation of federally listed freshwater mussels

Ohio Mussel Identification Certification 2022

Soil Erosion and Sedimentation Control Plan Review and Design; Comprehensive & Stormwater Management – Construction Site

TRAINING

Wetland Delineation and Regional Supplement Training

Defined Streams and Wetland Consistence Training

Hydric Soils

Wetland Restoration Techniques and Incentives

Creating and Restoring Urban Wetlands

Identifying Key Wetland Indicator Plants and Creating & Restoring Wetlands in an Urban Environment

Shrub Identification

Project Experience

Threatened and Endangered Species Assessments, Confidential Gypsum Mining Client, Iosco County, MI. Project Manager, Senior Wetland/Aquatic Biologist responsible for orchestrating the GEI team in conducting all necessary wetland and threatened and endangered species (TES) field assessments, terrestrial and aquatic biota surveys, coordination with state and federal agencies on TES, installation of groundwater and surface water monitoring wells for assessing potential impacts of activities on the subject properties, and assessing lands for potential use as mitigation for potential expanded mining operations. Coordinated with federal and state regulatory agencies on a regular basis.

Botanical and Wetland Surveys, Damfino Development LLC, Muskegon County, MI. Conducted field site assessments, surveys, and provided regulatory assistance and guidance through the regulatory permitting process including interpretations and professional opinions of statutory mining exemptions and classifications of wetlands as whether they are classified as being interdunal, rare and imperiled, and regulated pursuant to Part 303 of Michigan's Natural Resources and Environmental Protection Act.

Great Lakes Tunnel Project, Threatened and Endangered Species Population Estimates, Enbridge Energy and Stantec, Mackinaw County, MI. Project Manager. Assisted with the development of a survey and monitoring plan for submittal to U.S. Fish & Wildlife Service and Michigan Department of Natural Resources for federally- and state-listed plant species, dwarf lake iris (Iris lacustris) and Houghton's goldenrod (Solidago houghtonii). Surveys were conducted in the spring and fall, respectively, and statistical analysis conducted to confirm sufficient quadrats sampled to provide population estimates for each species within various areas of the proposed impact and mitigation areas.

Fish Hatchery Permits, Michigan Department of Natural Resources, Fisheries Division, Thompson, MI. Project and Technical Manager responsible for obtaining USACE and EGLE permits for expanding the fish hatchery into regulated wetlands. In obtaining the permit, 120-acres of land was assessed and a Final Wetland Mitigation Plan developed and preserved to mitigate for permitted impacts. GEI is conducting the maintenance, monitoring, and reporting to the agencies for the mitigation preservation site.

CHARLES R. McCALLISTER
CEO, MASTER DRILLERS

EDUCATION

M.B.A., Management, 1983, University of Tennessee
M.S., Civil Engineering, 1975, West Virginia University
B.S., Civil Engineering, 1973, West Virginia University

CAREER SUMMARY

Mr. McCallister serves as CEO of MASTER DRILLERS, INC. (MD). He is responsible for the overall management and direction of the operations of the company. As a Principal in the firm, he is also actively involved in project-related activities from a technical and project management standpoint.

After receiving his MSCE in geotechnical engineering, Mr. McCallister began his career as a civil engineering officer in the USAF. Prior to establishing MD, Mr. McCallister was Vice President of Law Engineering and Environmental Services, Inc. He served in its Knoxville, Tennessee, office for over 20 years as Principal Engineer, Chief Engineer, Office Manager, and engineering and drilling services department manager. In these roles, he was responsible for all phases of the business including sales and business development, human resources and safety management, quality assurance, contract review, project management, and technical review of reports and proposals.

GENERAL EXPERIENCE

Briefly, Mr. McCallister's experience includes various projects including:

- Geotechnical Explorations
- Construction Engineering Inspections
- Geotechnical Instrumentation
- Earth Slope and Retaining Wall Stability Analyses
- Foundation Types Including Shallow Footings, Driven Piles, Auger Cast Piles, and Drilled Shafts
- Forensic and Failure Studies
- Subgrade Stabilization
- Development of Various Drilling and Sampling Programs
- Field Activities Including Shallow, Intermediate, and Deep Monitoring Well Installation, Pump Test Wells, and Ground-water and Subsurface Soil Sampling
- Directing and Performing Phase I and Phase II Environmental Assessments
- Assessments of Associated Soil and Ground-water Contamination, Remedial Action, Alternatives, and Clean-up Relative to Underground Storage Tank Removals

FRED REYNOLDS
Master Driller

EDUCATION/TRAINING

High School Diploma
Red Cross CPR and First Aid Training
OSHA 40-hour Training

CAREER SUMMARY

Mr. Reynolds serves as a Master Driller of MASTER DRILLERS, INC. He is responsible for the care and upkeep of his vehicles, tools, and equipment and for obtaining the subsurface samples and data in accordance with the testing and sampling protocols for each project.

Prior to joining MD, Mr. Reynolds served as a driller and senior driller for several other Tennessee-based drilling companies. In this role, he operated truck-mounted and ATV-mounted drills. He was responsible for operating the rig as a profit center and for its productivity and upkeep.

EXPERIENCE

Mr. Reynolds has over forty years of experience operating drills for geotechnical and environmental studies. Through the years he has served as a driller's helper and driller but from time to time has also had to perform mechanical work on his equipment. Mr. Reynolds is particularly experienced in coring rock in cavernous formations which exist from north Alabama through Middle and East Tennessee and into Kentucky and Virginia.

Briefly, Mr. Reynold's experience includes various projects including:

- Auger Drilling up to 150 feet
- Continuous Soil Coring up to 100 feet
- Rock Coring up to 500 feet
- Angle Drilling to Depths of 100 feet
- Packer Permeability Testing
- Installation of Piezometers, Inclinometers, and Monitor Wells
- Monitor Well Abandonment
- Over Water Drilling
- Drilling In Confined Areas and Inside Structures

CHAD B. SMOCK, P.E.

Mr. Smock has performed consulting services on several geotechnical explorations and foundation investigations ranging from multi-story steel structures, schools, churches, motels, cellular towers, and residential structures. Areas of experience include foundation observations, sinkhole remediation, french drain installation, slope stability, design of segmented retaining walls, and quantifying rock excavation.

Mr. Smock has performed forensic evaluations on existing structures including residential and commercial sites. His duties include drilling and laboratory coordination, evaluating and analysis of drilling and laboratory data, and preparation of geotechnical reports. Typical reports include sinkhole remediation recommendations, site preparation recommendations, typical flexible and rigid pavement sections, soil parameters, and foundation recommendations.

Mr. Smock joined Engineering & Testing Solutions LLC (ETS) in 2001 and is currently a project manager and partner.

In addition to the duties listed above, Mr. Smock has performed the following:

- Design of concrete masonry unit (CMU), cast in place and segmental walls with heights up to 30 feet
- Settlement analysis of shallow foundations
- Slope stability analysis using STABL software
- Installation and monitoring of slope inclinometers
- Stabilization of unsuitable soils using various geosynthetics
- Sinkhole remediation
- Pavement design and analysis
- Cut and fill slope recommendations
- Retaining wall parameters and recommendations (concrete and cmu walls)
- Alternative foundation recommendations (i.e., helicals and push piers)
- International Building Code seismic site classifications
- Rock anchor parameters for foundation support
- Performance and proof load testing of rock anchors
- Peel and shear testing on geomembranes
- Large scale direct shear of soil/geosynthetic interfaces

Registrations/Certifications

Professional Engineer in Tennessee #108354

Professional Engineer NC #36696

Professional Engineer KY #27227

Professional Engineer GA #037821

Professional Engineer VA #051767

Bachelor of Science, Civil Engineering University of Kentucky, 1998

ACI level I field testing concrete

TN Erosion Prevention and Sediment Control, Level I

OSHA 10-hour course Construction Safety and Health

Representative Projects

Sevierville Greenway Extension – Sevierville, TN. This project involved pedestrian bridge construction for the greenway extension. ETS performed a subsurface exploration (soil borings and rock coring) and subsequent bridge abutment design. Mr. Smock was the engineer of record for ETS on this project. ETS also provided concrete testing services during bridge abutment construction.

Pistol Creek Greenway – Alcoa, TN. ETS provided geotechnical drilling support for this project. Mr. Smock coordinated drill rig activities with the on-site crew. Our soil test boring locations were also coordinated with the project structural engineer to optimize the test locations as they related to the field conditions and proposed pedestrian bridge loads.

Pigeon Forge Greenway Extension – Pigeon Forge, TN. ETS provided design of an Earth Retention slope for a section of greenway expansion for the City of Pigeon Forge. Significant river erosion had occurred, and the least invasive retention system was requested. Mr. Smock was involved in the selection process and ultimately provided design drawings for the system to be issued for bid.

Third Creek Greenway Slope Repair – Knoxville, TN. ETS provided geotechnical drilling support for this project. Mr.Smock coordinated drill rig activities with the on-site crew. Our soil test boring locations were also coordinated with the project structural engineer to optimize the test locations as they related to the slope failure and remedial measures.

Loudon Greenway – Loudon, TN. Mr. Smock served as project manager for this project which involved ETS providing quality control testing. ETS services consisted of subgrade evaluations, and testing of basestone, concrete and asphalt.

Schnabel ENGINEERING

T 865.584.0344 / F 865.584.0778
3502 Overlook Circle / Knoxville, TN 37909
schnabel-eng.com

Kreis D. Selvidge

SENIOR ASSOCIATE – MANAGER
TECHNICAL SERVICES

Education

Civil Engineering Technology, Pellissippi State Community College / 1989

Affiliations

ASTM Participating Member on Committee 018 Soil & Rock Participating in the development and revisions of ASTM testing standards

American Society of Civil Engineers - Affiliate Member

Years with Schnabel/Total

26/36

Kreis Selvidge has over thirty six years of experience in field and laboratory testing of soil, concrete, aggregate, asphalt and other engineering materials. He has provided overall general management for laboratories including hiring, training, directing laboratory personnel, coordinating testing schedules, and reviewing final results.

Kreis has developed and implemented in-house Quality Assurance and Standard Operating Procedure programs for laboratories. He has managed drilling personnel and coordinated drilling activities and has extensive experience in on-site field construction monitoring and inspection. This includes on-site project management and quality assurance; responsible for writing daily activity reports, maintaining and coordinating construction work schedules.

Schnabel ENGINEERING

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GARY BRILL, PE

SENIOR ASSOCIATE ENGINEER

Expertise
Civil Engineering, Geotechnical, Dam Design and Forensics

Education
Bachelor of Science - Civil Engineering, University of Louisville

Master of Engineering - Geotechnical Engineering, University of Louisville

Registrations
Professional Engineer / GA, VA, FL, KY, NC, TN, WV, AL, MO

Affiliations
Institute for Professional Practice – Introduction to Professional Practice 1990-91

Years with Schnabel/Total
27/37

Gary Brill has experience providing engineering consulting services and managing a wide range of civil and geotechnical projects. He has designed and managed the construction of several high-hazard classification tailings impoundments including the design and installation of numerous pipes, drains and filter zones.

He is experienced with the federal and state regulations and at judging and applying the industry standard of care for design, construction and certification on these and other geotechnically-related projects.

In addition, Gary has provided emergency slope remediation services for railroads, and has experience with the design, analysis and construction of a variety of earth retaining/landslide repair structures in a wide range of complex geologic environments.

Further, Gary has prepared numerous subsurface exploration and laboratory testing programs for new dam designs and for the evaluation and repair of rail subgrade, landsliding, fill slope problems, sinkholes and drainage problems. Finally, Gary has been involved with forensic investigations as either engineering expert for insurance claims or expert witness for litigation involving landsliding, structural slope and wall failures, and drainage problems.



Schaad Road – Phase II & III

Location: Knoxville, Tennessee
Client: Knox County Engineering & Public Works

GEI personnel supervised geotechnical drilling and laboratory testing and provided recommendations for the realignment of an approximately 5-mile-long section of Schaad Road (formerly Ball Camp Pike). GEI is also providing construction quality assurance (CQA) and oversight during on-going construction of the roadway improvements.

The project includes two new bridges spanning CSX railways, numerous box culverts, stream realignment, and cut and fill slopes more than 50 feet in vertical height. Slope stability analyses were performed to address cut and fill slopes along the proposed realignment corridor. Estimates of the amount of undercut volume and the volume of graded solid rock to be used to stabilize unsuitable soils were also provided. Drilling was performed along the right of way and along the existing slope areas, which included soil test borings, Standard Penetration Testing, and relatively undisturbed tube sampling. Many boring locations were difficult to access due to challenging site conditions.

Geotechnical laboratory testing included natural moisture content, Atterberg limits testing, grain size analyses, and unconfined compressive strength testing. Geotechnical staff performed slope stability analyses, undercut and stabilization volume estimates, and prepared two reports presenting geotechnical recommendations for roadway and slope construction along the new roadway corridor.

GEI personnel are also managing the construction oversight and quality assurance testing phase of the project, which is ongoing. Construction oversight and testing services included undercut and rock stabilization observations, slope construction recommendations, field density testing of soils, base stone, and asphalt, and concrete sampling and testing

Service Dates

Project Start date: 2017

Project Completion date: Ongoing (anticipated completion late 2024)

Fees

- Initial Budget: $150,000 (GEI fee)
- Final Cost: $270,000 (GEI fee)

Contract Term

11/2019 - present

Reference

Jim Snowden, P.E.
Senior Director
Knox County Engineering & Public Works
205 W. Baxter Avenue
Knoxville, TN 37917
865-215-5800

Key Elements

- Geotechnical Drilling
- Laboratory Testing
- Global Stability Analysis
- Construction Quality Assurance







Service Dates

Project Start date: June 2020

Project Completion date: Ongoing (anticipated completion early 2026)

Fees

- Initial Budget: $117,000 ($17,000 for geotechnical; $100,000 for CQA)
- Final Cost: $51,000 to date (GEI Fee)

Contract Term

11/2019 - present

Reference

Chris Sivyer
Capital Construction Manager
Knox County Engineering & Public Works
205 W. Baxter Avenue
Knoxville, TN 37917
865-215-5800
Chris.Sivyer@knoxcounty.org

Key Elements

- Geotechnical Exploration
- Geotechnical Recommendations
- Construction Quality Assurance

Coward Mill Road Improvements

Location: Knoxville, Tennessee
Client: Knox County Engineering & Public Works

GEI provided geotechnical exploration services in support of the design of improvements to an approximately 1.5-mile-long section of Coward Mill Road. GEI is also providing CQA and oversight during on-going construction of the roadway improvements.

A 1.5-mile-long section of Coward Mill Road in Knoxville, Tennessee is to be improved, including realignment of the road at a creek crossing. The realignment will require construction of a new bridge to replace the existing one lane structure, as well as significant excavations to realign the western approach to the bridge. The remainder of the improvements will consist of moderate site grading required to widen the road marginally and improve vertical and horizontal curve geometries.

GEI performed soil test borings and rock coring to evaluate the conditions along the existing and new roadway alignment, including the new bridge abutments and bents. GEI provided geotechnical recommendations for soil and bedrock design parameters, site preparation, earthwork grading (i.e., excavations and fills), and shallow and deep foundation design for support of the new bridge.

The roadway improvements were broken into two phases to facilitate the opening of a new Knox County school near the western end of the project. The Phase 1 portion of the project near the new school entrance was recently completed. GEI is currently performing CQA and oversight for the Phase 2 portion of the project, including construction of the new bridge. Construction oversight and testing services include undercut observations, field density testing of soils, base stone, and asphalt, and concrete sampling and testing.





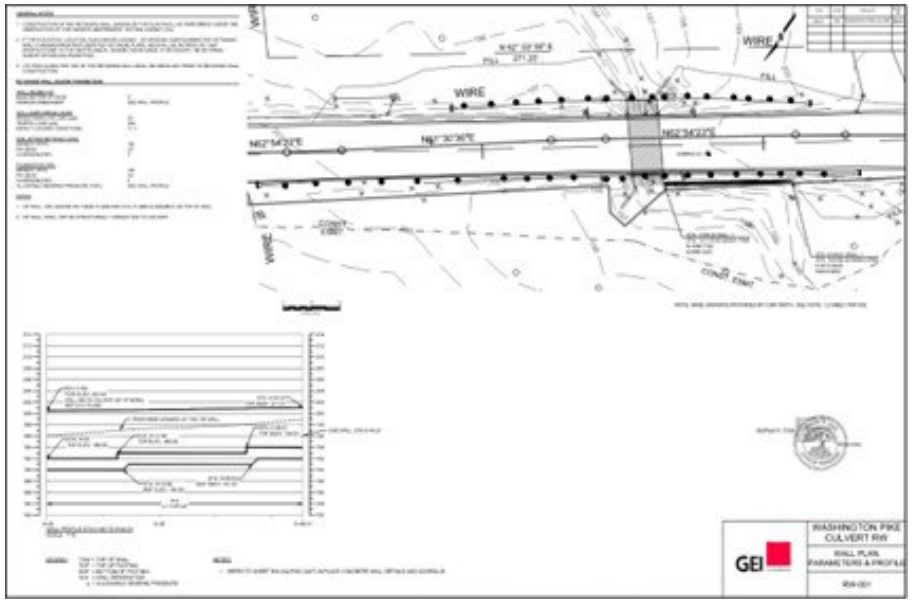
Washington Pike Culvert Retaining Wall

Location: Knoxville, Tennessee
Client: Knox County Engineering & Public Works

GEI provided geotechnical exploration services in support of the design of a new retaining wall required for a new culvert along Washington Pike. GEI also performed design of the new cast-in-place reinforced concrete retaining wall, including global stability analysis.

Knox County is planning roadway and culvert improvements at culvert #14 along Washington Pike between Childs Road and Fair Meadow Lane in Knoxville, Tennessee. The roadway improvements and culvert replacement will require the construction of a retaining wall along the north side of the roadway to support the roadway and act as the right wing-wall on the upstream side of the proposed concrete box culvert. GEI performed one soil test boring to evaluate the subsurface conditions in the vicinity of the proposed retaining wall.

GEI performed all aspects of the design, including global stability analysis, and prepared detailed wall design plans and a supporting calculation package. The wall was designed as a cantilevered cast-in-place reinforced concrete retaining wall with a guard rail along the top of the wall. The maximum exposed wall height is approximately 5 feet, with an additional 3 feet of embedment to the top of footing for scour protection. The wall will be approximately 45 feet long.



Service Dates

Project Start date: January 2024

Project Completion date: April 2024 (wall design submitted)

Fees

- Initial Budget: $13,850
- Final Cost: $14,590

Contract Term

11/2019 - present

Reference

Cathy Olsen
Operations Director
Knox County Engineering & Public Works
205 W. Baxter Avenue
Knoxville, TN 37917
865-215-5800
Cathy.Olsen@knoxcounty.org

Key Elements

- Geotechnical Exploration
- Retaining Wall Design



Service Dates

Project Start date: January 2024

Project Completion date: March 2024 (report submitted))

Fees

- Initial Budget: $14,850
- Final Cost: $14,850

Contract Term

11/2019 - present

Reference

Cathy Olsen
Operations Director
Knox County Engineering & Public Works
205 W. Baxter Avenue
Knoxville, TN 37917
865-215-5800
Cathy.Olsen@knoxcounty.org

Key Elements

- Geotechnical Exploration
- Geotechnical Recommendations
- Sinkhole Potential Evaluation

Couch Mill Road Improvements

Location: Knoxville, Tennessee
Client: Knox County Engineering & Public Works

GEI provided geotechnical exploration services and provided geotechnical recommendations, including sinkhole risk mitigation and repair recommendations, in support of the design of roadway improvements, including a new roundabout intersection.

Knox County is planning roadway improvements along Couch Mill Road and Sam Lee Road in Knoxville, Tennessee. The improvements are needed to accommodate increasing traffic associated with new developments in the surrounding area. The centerpiece of the improvements is a new roundabout to be constructed at the intersection of Sam Lee Road, Steele Road, and Swafford Road.

GEI performed soil test borings and rock coring to evaluate the subsurface conditions along the existing and new roadway alignment, including the new roundabout. GEI provided geotechnical recommendations for site preparation, addressing cultivated soils at the site, earthwork grading (i.e., excavations and fills), and sinkhole mitigation and repair.





Service Dates

Project Start date: December 2023

Project Completion date: April 2024 (wall designs submitted)

Fees

- Initial Budget: $26,360
- Final Cost: $27,260

Contract Term

11/2019 - present

Reference

Cathy Olsen
Operations Director
Knox County Engineering & Public Works
205 W. Baxter Avenue
Knoxville, TN 37917
865-215-5800
Cathy.Olsen@knoxcounty.org

Key Elements

- Retaining Wall Design

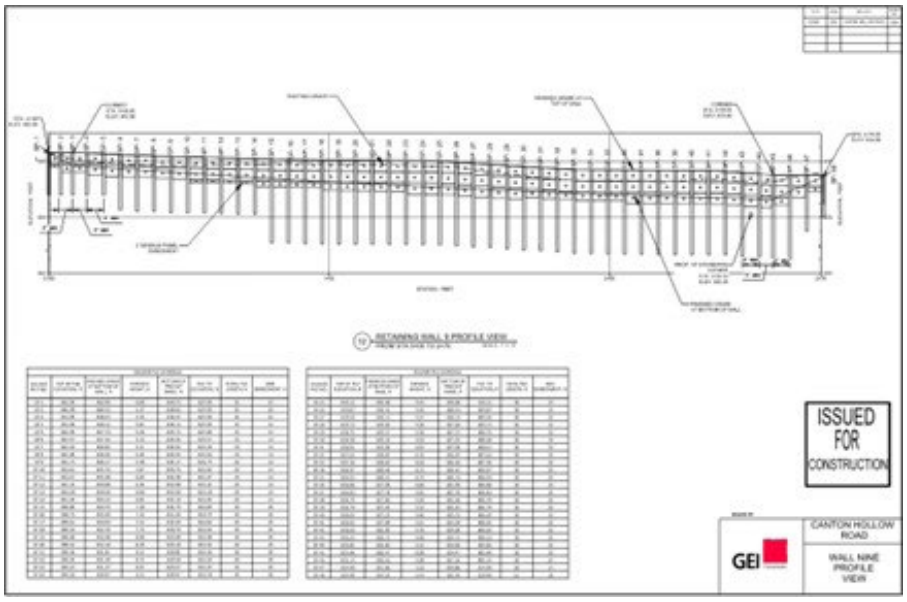
Canton Hollow Road Retaining Wall Designs

Location: Knoxville, Tennessee
Client: Knox County Engineering & Public Works

GEI provided design services for five cast-in-place reinforced concrete retaining walls and one cantilevered pile and lagging retaining wall, including global stability analysis, that are to be constructed as part of improvements to an approximately 1.7-mile-long section of Canton Hollow Road.

Knox County is planning roadway and intersection improvements along Canton Hollow Road at its intersection with Kingston Pike to its intersection with Trent Lane in Knoxville, Tennessee. The roadway and intersection improvements will require the construction of up to nine retaining walls along the roadway alignment. However, three of the walls (Walls 6 through 8) are small and, if needed, will be covered under typical TDOT wall design details. Walls 1 through 5 will all be cantilevered cast-in-place reinforced concrete retaining walls. Wall 9 will be a cantilevered, soldier pile wall with pre-cast concrete panel lagging.

GEI used historical geotechnical data previously collected at each wall location. GEI performed all aspects of the design, including global stability analysis, and prepared detailed wall design plans and a supporting calculation package for each of the walls. The maximum exposed wall heights ranged from approximately 3 feet to 11 feet. A total of 8,233 square feet of wall face and 1,146 linear feet of walls were designed.



FIRM PROJECTED WORKLOAD FOR THE NEXT YEAR

Client, Project	Percentage Complete
Knox County, Schaad Road Phase II & III	90%
Knox County, Coward Mill Road Phase II	25%
Knox County, Legacy Park	90%
Knox County, Dutchtown Road Culvert	85%
Knox County, Russell Road Bridge Repair	95%
FUD, Ebenezer Sewer Basin Improvements	95%
FUD, WWTP UV Addition	40%
FUD, WTP Upgrades Phase I	90%
FUD, WTP Upgrades Phase II	5%
FUD, Ten Mile Force Main Repair	0%
Cannon & Cannon, Everett Tank Site CQA	0%
Cannon & Cannon, Halls Greenway Connector	80%
Jacobs, East Brainerd Phase II	55%
Jacobs, Tellico Village Water Tank Additional	0%
Jacobs, EUD WTP Expansion	25%



SUBCONSULTANT PROJECT EXPERIENCE

MASTER DRILLERS, INC.

Ebenezer Road Slope Evaluation, Knox County, TN
Master Drillers provided soil sampling services for a slope stability evaluation on Ebenezer Road in west Knox County, Tennessee. Year: 2020

Coward Mill Road Improvements, Knox County, TN
Master Drillers provided soil sampling and rock coring services for the geotechnical exploration for Coward Mill Road improvements in Knox County, Tennessee. Year: 2020

Martin Mill Pike Slope Evaluation, Knox County, TN
Master Drillers provided soil sampling and rock coring services for a slope stability evaluation of Martin Mill Pike inKnox County, Tennessee. Year: 2023

Couch Mill Road Improvement, Knox County, TN
Master Drillers provided soil sampling and rock coring services for the geotechnical exploration for Couch Mill Road improvements in west Knox County, Tennessee. Year: 2024

Washington Pike Culvert Retaining Wall, Knox County, TN
Master Drillers provided soil sampling services for the geotechnical exploration for the Washington Pike pipe culvert retaining wall in Knox County, Tennessee. Year: 2024

SCHNABEL ENGINEERING, INC.

Schnabel has performed laboratory testing with GEi on several projects located in Knox County Tennessee. In support of geotechnical and geo/environmental investigations Schnabel has routinely performed the following analysis on these projects:

- Engineering classification
- Unit weight determination
- Atterberg limits
- Hydrometer analysis
- Unconfined compressive tests
- Permeability
- Moisture content determination
- Consolidation tests
- Triaxial compression tests

Schanbel has performed laboratory testing for the following recent Knox County projects:

- **Schaad Road Turning Lane Retaining Wall - 2020**
- **Coward Mill Road Improvements - 2023**
- **Couch Mill Road Improvements -2024**
- **Martin Mill Pike Slope Evaluation - 2023**
- **Washington Pike Culvert Retaining Wall - 2024**

All laboratory testing is conducted by experienced laboratory technicians and supervised by registered engineers. Analyses are conducted in accordance with applicable ASTM, AASHTO, USACE or other published standards.

SUBCONSULTANT PROJECT EXPERIENCE

ETS ENGINEERING AND TESTING SOLUTIONS, LLC

Coward Mill Road Improvements - Phase 1 & 2, Knox County, TN



This project involved the widening and partial realignment of Coward Mill Road in Knox County, Tennessee. The project consisted of grading, drainage, base, paving, bridge, sidewalks, signage, and utility work. In coordination with GEI and Knox County representatives, ETS has provided construction materials testing and consulting for the Coward Mill project. ETS services have varied from proofroll observations, subgrade / recommendations, density testing, concrete testing, and laboratory testing of construction materials.

First Utility District — Ebenezer Sewer Basin Improvements, Knox County, TN



This project involved the addition of several improvements for Ebenezer Sewer Basin and Little Creek Sanitarium. The project consisted of two new pump stations, storage tank, sanitary sewer trunk line, and approximately 9,000 linear feet of new force main pipe. In coordination with GEI and FUD representatives, ETS provided construction materials testing and consulting for the Ebenezer Sewer Basin Improvements project. ETS services varied from proofroll observations, subgrade observations / recommendations, segmented retaining wall observations, concrete testing, and laboratory testing of construction materials.

First Utility District — WWTP Improvements, Knox County, TN



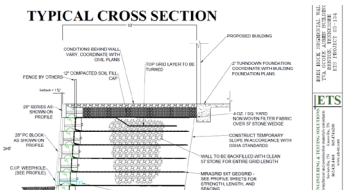
This project involved several improvements at the Turkey Creek WWTP. The project consisted of a single-story centrifuge building, Ultraviolet (UV) system, effluent structure, and utilities. In coordination with GEI and FUD representatives, ETS provided construction materials testing and consulting for the Turkey Creek Waste Water Treatment Plant (WWTP) Improvements project. ETS services varied from proofroll observations, subgrade observations / recommendations, nuclear density testing, concrete testing, and laboratory testing of construction materials.

Schaad Road Phases 2 & 3, Knox County, TN



This road project has required placing several thousand yards of compacted fill and structural concrete. In coordination with GEI and Knox County representatives, ETS has provided construction materials testing and consulting for the Schaad Road project. ETS services varied from proofroll observations, subgrade recommendations, density testing, and concrete testing.

TVA Ocoee Powerhouse Administration Building, Benton, TN



This project involved the construction of a new administration Building for the TVA Ocoee Powerhouse No. 1 in Benton, Tennessee. The sloping lot required a significant site retaining wall to achieve proposed subgrades. ETS provided the wall design plan set and supporting calculations for the proposed geo-grid reinforced Redi Rock wall. Design required modeling the building surcharge on the wall and global stability analysis. Once construction of the project began, ETS periodically visited the site to verify construction was in accordance with the project plans and specifications.

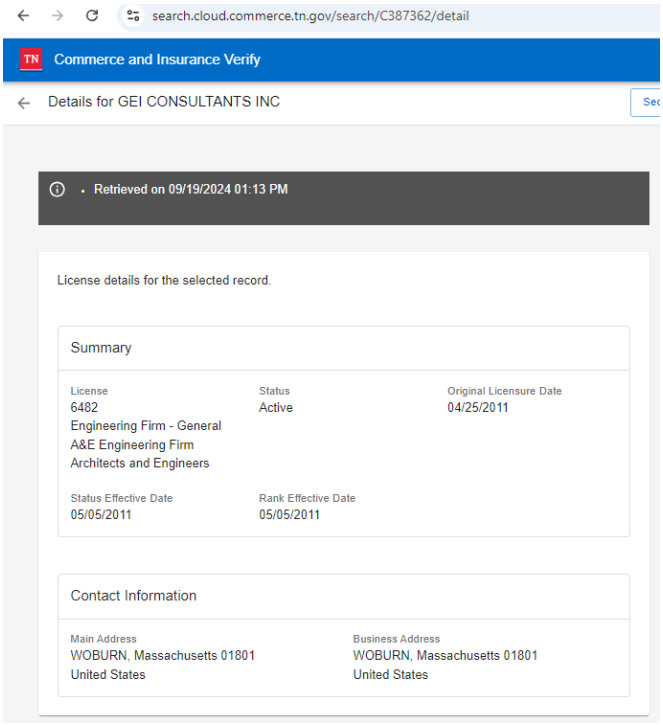
VI Licensure, Insurance and Litigation

Licensure: GEI maintains all proper licenses to practice engineering in the State of Tennessee.

Insurance: GEI holds appropriate insurance coverage, as evidenced on the required form on the following page.

Litigation: GEI has been performing engineering and consulting services since 1970. On occasion, GEI has been involved in litigation relating to its professional services. GEI has no current claims that would be "material" to the business in the unlikely event of an adverse judgment.

LICENSE TO PRACTICE ENGINEERING



TENNESSEE SECRETARY OF STATE BUSINESS ENTITY CERTIFICATE OF EXISTENCE

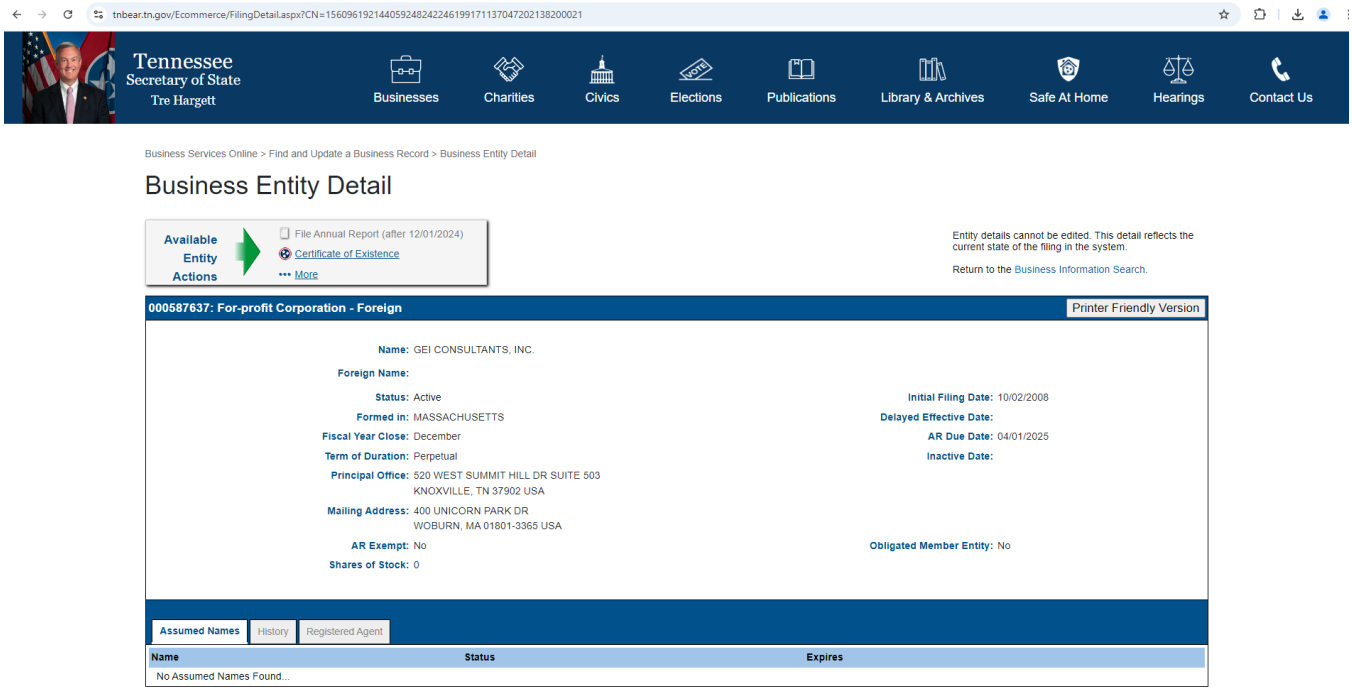


EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFQ NUMBER 3596

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS'COMPENSATION, AUTO AND PROFESSIONAL LIABILITY. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFQ NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

REPONDENT NAME: GEI Consultants, Inc. (GEI) **AUTHORIZING SIGNATURE:** C. Todd Austin

EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3596

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes C. Todd Justice, for and on behalf of
(Printed name of Principal Officer of Company)

GEI Consultants, Inc. (GEI), (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

C. Todd Justice
Signature

Title: Vice President

Sworn to and subscribed before me, a Notary Public, this 19th day of September, 2024.

Chittaphone A. Pittenger

Notary Public
My Commission Expires:
August 28, 2026



EXHIBIT C
REQUEST FOR QUALIFICATIONS NUMBER 3596

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with response by contractor)

I, C. Todd Justice, President or other Principal

Officer of GEI Consultants, Inc. (GEI), swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this qualification submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

C. Todd Justice
President or Principal Officer

For: GEI Consultants, Inc. (GEI)
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by C. Todd Justice,

President or Principal Officer of GEI Consultants, Inc. (GEI),

On this 19th day of September 2024.

Chittaphone A. Pittenger
Notary Public

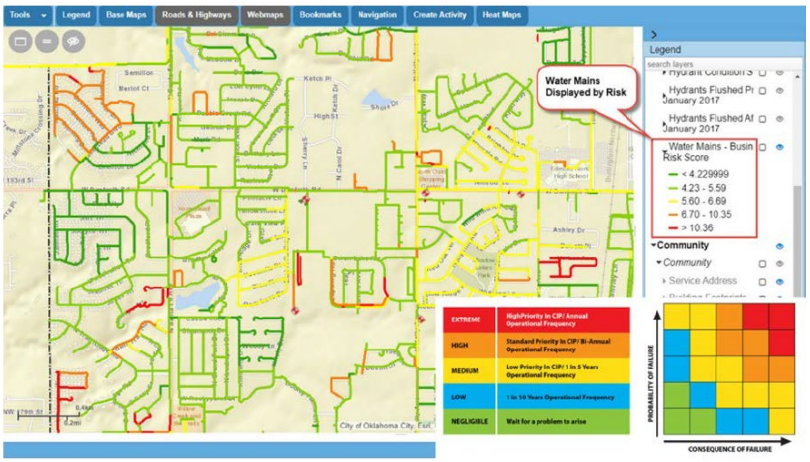
My Commission expires: August 28, 2026

CHITTAPHONE A PITTENGER NOTARY PUBLIC COWETA COUNTY EXPIRES GEORGIA AUG. 28, 2026

VIII Additional Information

ADDITIONAL EXPERTISE

ASSET MANAGEMENT



Our expertise in municipal infrastructure and business processes forms the foundation of our industry-leading asset management services. GEI brings extensive experience in Enterprise Asset Management (EAM), CMMS, IT, and GIS, serving local governments, utilities, municipalities, federal agencies, and private clients. We develop comprehensive asset management plans, maintenance strategies, performance tracking, and regulatory compliance, leveraging industry standards and best practices.

Our services include asset management assessments, software configuration, project management tools, integration with enterprise systems (financial, SCADA, CCTV), and ongoing client support. We focus on delivering actionable, long-term solutions through asset-centric, evidence-based plans that prioritize tactical investments and measurable outcomes.

At GEI, we confirm a thorough understanding of project goals and constraints, tailoring strategies to core municipal infrastructure assets. Our approach focuses on operationalizing infrastructure recommendations, ensuring lasting results beyond project completion.

NATURAL RESOURCES ASSESSMENT AND MANAGEMENT

GEI has extensive experience surveying, assessing and managing terrestrial and aquatic biota and habitats across the U.S. Our scientists encompass numerous fields of expertise including botany, wildlife, invertebrates, reptiles and amphibians, birds, fish and mussels. We routinely conduct species and habitat inventories and prepare resource management and mitigation plans to minimize project impacts, obtain project approvals and maintain and/or restore native ecosystems.

- Aquatic and Terrestrial Species Surveys and Monitoring
- Endangered, Threatened, and Rare Species Surveys
- Tree Surveys, Risk Assessments, and Protection Plans
- Wetland Delineations and Qualitative Assessments
- Vegetation/Land Use Mapping and Quantitative Vegetation Sampling
- Habitat Assessments, Evaluations, Modeling Mitigation, and Data Analysis
- Stream and Lake Assessments
- Species and Habitat Conservation Planning and Mitigation Plans
- Watershed, Resource, and Adaptive Management Plans

ECOLOGICAL RESTORATION PLANNING AND DESIGN

GEI possesses the in-house staff to assess, design and implement all phases of ecological restoration to support projects from inception to completion. Our skilled and integrated team of ecological engineers, restoration ecologists, botanists, fisheries and wildlife biologists, soil and water quality specialists and design professionals work together to integrate ecological principles with key elements of planning, site engineering and land use planning. We respond to all project elements, needs and interests of our clients, while meeting regulatory standards.

- Site-specific or Regional Ecological and Habitat Restoration Plans for Wetlands, Streams, Prairies, Forest Lands, and Other Natural Communities
- Full Site Design and Construction Plans
- Construction Administration, Management, and Oversight
- Hydraulic and Hydrologic Modeling
- Natural Shoreline Stabilization Design and Construction
- Bioengineering Design and Installation, including Fish and Wildlife Habitat Structures
- Soil Restoration and Erosion and Sedimentation Control
- Seed and Live Plant Installation
- Site Maintenance and Management Plans
- Site Vegetative Maintenance and Invasive Species Control

ECOTOXICOLOGY AND WATER QUALITY

Assessing the impacts of chemical contamination on ecological systems integrates various aspects of toxicology, environmental chemistry, aquatic and terrestrial ecology, laboratory toxicity testing and statistical analyses. GEI offers services to support these studies, including reviewing the scientific literature, preparing toxicity profiles for individual chemicals, conducting new aquatic or terrestrial toxicity tests to fill data gaps in the literature, and coupling toxicity analyses with a deep understanding of aquatic or terrestrial ecology.

- Aquatic Toxicology Testing
- Use-Attainability Analysis (UAA)
- Ambient Water Quality Criteria
- Expert Witness and Regulatory Support
- Chemical Bioavailability Models
- Toxicology of Metals and Metalloids
- Water Quality Standards and Permitting



Photo from Washington Pike Drainage Improvements Project

GEI'S QUALITY PROGRAM

Consistent high quality has always been, is, and will continue to be a cornerstone of GEI's business and professional services. To implement and achieve high quality in our work activities, GEI has adopted a consistent approach to quality for all our staff, which includes development and implementation of appropriate quality plans, processes, and procedures. The following sections provide the key elements describing the fundamental principles of our Quality Control Program, and staff expectations for design and implementation of our program. Upon request, our formal document which outlines GEI's Quality Control Program can be provided to the County review.

SEVEN KEY ELEMENTS OF GEI'S QUALITY PROGRAM AT GEI

The fundamental principles of GEI's Quality Program at GEI can be distilled to these seven key elements:

1. **Plan the Work** – develop a work plan to achieve agreed-upon objectives and quality, including scope, schedule, budget, technical work, and work products.
2. **Execute the Work** – following the plan, with changes as appropriate as the work progresses. Maintain a record of changes, including the basis for the changes.
3. **Document the Work** – create appropriate records of relevant information to document the work, including explorations, tests, analyses, recommendations, work products, sources of data, references, and communications.
4. **Check the Work** – by a qualified independent person, including methodology, data, calculations, and presentation of results.
5. **Review the Work by IHR** – perform an independent review of the work plan, work execution, results, recommendations, and documents by a qualified IHR (In-House Reviewer).
6. **Prepare High Quality Documents** – that are accurate, clear, concise, complete, and reflect GEI's and the client's general format and appearance expectations.
7. **Maintain Open Communications** – keep the client and project team informed of progress, changes, issues, and results through timely, documented communications.

These key elements form a framework for quality in all GEI's activities. The interconnections between the elements create a safety net that supports high quality throughout GEI.

It is the responsibility of every GEI employee to consistently perform their work in a manner that contributes to the implementation of GEI's QA/QC plans, processes, and procedures, and to the achievement of GEI's QA/QC goals.



A Culture of Quality

GEI's quality assurance and quality control program (QA/QC) emphasizes that consistent high quality has always been, is, and will continue to be a cornerstone of GEI's business and professional services. Through the implementation of our processes and procedures, we provide the services and documents that our clients need to execute successful projects. Our QA/QC program begins in the planning stages and ends after the project is successfully completed and accepted by our client. The Project Manager will have ultimate responsibility for QA/QC, with support and collaboration from our Principal in Charge.

HEALTH AND SAFETY

GEI has a steadfast commitment to a culture of safety, and we are proud of a safety record that is among the best of comparable environmental and engineering firms. GEI has a Safety Director , six Regional Safety Managers, and a local safety representative in each office location.

Our dedicated health and safety personnel across the country develop and review site-specific health and safety plans, perform on-site project reviews, and partner with our clients to execute projects safely in compliance with both Occupational Safety and Health Administration and client requirements. Our safety programs and processes are fully integrated into all our projects.

Subconsultants and contractors must also adhere to our health and safety criteria and are pre-qualified by reviewing their safety programs, safety training documents, certifications, and safety statistics.



A Culture of Health and Safety

GEI is committed to a culture of health, safety, and environmental protection at all levels of our organization. We proactively foster a culture of personal accountability at GEI that reduces the number and magnitude of safety incidents and increases our performance. GEI has a Behavior-Based Safety Program where every employee at GEI, from intern to President, has clear responsibility to practice the highest degree of health and safety consistent with a set of standards. GEI is confident that our philosophy and attitude towards safety and human performance are complementary to, and consistent with, the County's culture and expectations.

OUR KNOXVILLE OFFICE

GEI's Knoxville office leaders (shown below) are all decades-long east Tennessee residents. The major services we provide from our local office include: geotechnical engineering, water resource engineering, civil engineering, and environmental engineering and consulting. We hope you will stop by to see us!



IX Exceptions

GEI has no exceptions to the RFQ.



520 West Summit Hill Drive, Suite 503, Knoxville, TN 37902 | 865.333.7143

geiconsultants.com

Attachment C
Contractor's Price Schedule

Knox County On-Call Geotechnical Consulting and Materials Testing Services Contract				
Proposed Unit Rates for December 2024 to November 2025				
GEI Consultants, Inc.				
Personnel	**Amount**	**Units**	**Proposed Rate**	**Extension**
Staff Professional - Grade 1		Hours	$ 100.00	$ -
Staff Professional - Grade 2		Hours	$ 110.00	$ -
Project Professional - Grade 3		Hours	$ 120.00	$ -
Project Professional - Grade 4		Hours	$ 135.00	$ -
Senior Professional - Grade 5		Hours	$ 150.00	$ -
Senior Professional - Grade 6		Hours	$ 170.00	$ -
Senior Professional - Grade 7		Hours	$ 190.00	$ -
Senior Professional - Grade 8		Hours	$ 210.00	$ -
Senior CADD Drafter and Designer		Hours	$ 105.00	$ -
CADD Drafter/Designer		Hours	$ 95.00	$ -
Senior Engineering Technician		Hours	$ 90.00	$ -
Engineering Technician		Hours	$ 62.00	$ -
Administrative Staff		Hours	$ 45.00	$ -
Drilling	**Amount**	**Units**	**Proposed Rate**	**Extension**
Mobilization		Trip	$ 1,000.00	$ -
ATV Surcharge		Days	$ 103.00	$ -
Soil Test Boring		Feet	$ 20.00	$ -
Additional Split Spoon Samples		Each	$ 30.00	$ -
Undisturbed Samples		Each Attempt	$ 150.00	$ -
Bulk Samples		Each	$ 55.00	$ -
Auger Probe (no sampling)		Feet	$ 15.00	$ -
NQ Rock Coring		Feet	$ 65.00	$ -
Rock Coring Setup		Each	$ 279.00	$ -
Surface Casing		Feet	$ 13.50	$ -
Reaming		Feet	$ 23.00	$ -
NW Casing Advancer		Feet	$ 50.00	$ -
Plastic Hole Plugs		Each	$ 15.00	$ -
Standby, Difficult Moving, Hauling Water		Hours	$ 325.00	$ -
Piezometer Installation		Feet	$ 43.00	$ -
Borehole Backfill, Grouting or Bentonite Chips		Feet	$ 15.00	$ -
Concrete Coring		Hours	$ 325.00	$ -
Concrete Patching Boreholes		Each	$ 55.00	$ -
Asphalt Coring		Hours	$ 325.00	$ -
Asphalt Patching Boreholes		Each	$ 30.00	$ -
Water Truck Rental		Days	$ 575.00	$ -
Wooden Core Boxes		Each	$ 36.00	$ -
Cardboard Core Boxes		Each	$ 17.00	$ -
Traffic Cones, Barricades, Flags		Days	$ 750.00	$ -
Bobcat Rental		Days	$ 600.00	$ -
Hand Clearing for Access		Hours	$ 260.00	$ -

Laboratory Testing	Amount	Units	Proposed Rate	Extension
NOTE: AASHTO accredited laboratories will be used for the applicable tests, if available.				
Moisture Content - ASTM D2216		Tests	$ 13.00	$ -
Moisture Determination and Unit Weight on Shelby Tube Sample		Tests	$ 90.00	$ -
Atterberg Limits - ASTM D4318		Tests	$ 95.00	$ -
Particle Size Analysis (no hydrometer) - ASTM D6913		Tests	$ 115.00	$ -
Particle Size Analysis (hydrometer) - ASTM D7928		Tests	$ 200.00	$ -
Percent Passing #200 Sieve - ASTM D1140		Tests	$ 60.00	$ -
Specific Gravity - ASTM D854		Tests	$ 110.00	$ -
Porosity		Tests	$ 105.00	$ -
Shelby Tube Sample Extrusion		Tests	$ 145.00	$ -
Unconfined Compression - ASTM D2166		Tests	$ 135.00	$ -
Triaxial - Unconsolidated Undrained (UU) 3 points		Tests	$ 775.00	$ -
Triaxial - Consolidated Drained (CD) 3 points		Tests	$ 1,550.00	$ -
Triaxial - Consolidated Undrained (CU) with pore pressure - 3 points		Tests	$ 1,450.00	$ -
Consolidation - One-Dimensional - ASTM D2435		Tests	$ 515.00	$ -
Remolding Samples		Tests	$ 70.00	$ -
Permeability - ASTM D5084		Tests	$ 365.00	$ -
Compaction Permeameter Method - ASTM D2434		Tests	$ 315.00	$ -
Standard Proctor - ASTM D698 - Method A&B		Tests	$ 170.00	$ -
Standard Proctor - ASTM D698 - Method C		Tests	$ 170.00	$ -
Modified Proctor - ASTM D1557 - Method A&B		Tests	$ 260.00	$ -
Modified Proctor - ASTM D1557 - Method C		Tests	$ 300.00	$ -
California Bearing Ratio (CBR) - ASTM D1883 - 3 points		Tests	$ 850.00	$ -
California Bearing Ratio (CBR) - ASTM D1883 - 1 point		Tests	$ 300.00	$ -
Absorption, Coarse (ASTM C127) or Fine (ASTM C128) Aggregate		Tests	$ 200.00	$ -
Aggregate Moisture Content - ASTM C566		Tests	$ 70.00	$ -
Specific Gravity, Coarse (ASTM C127) or Fine (ASTM C128) Aggregate		Tests	$ 200.00	$ -
Sulfate Soundness (5 cycles) - ASTM C88		Tests	$ 750.00	$ -
Unit Weight - ASTM C29		Tests	$ 230.00	$ -
Compressive Strength of Intact Rock Core Specimens - ASTM D7012		Tests	$ 250.00	$ -
Compressive Strength of 6"x12" Concrete Cylinders, made by GEI/ETS		Each	$ 26.00	$ -
Compressive Strength of 6"x12" Concrete Cylinders, made by others		Each	$ 52.00	$ -
Compressive Strength of Prisms and/or Mortar Cubes		Each	$ 45.00	$ -
Miscellaneous	**Amount**	**Units**	**Proposed Rate**	**Extension**
Nuclear Density Gauge		Days	$ 50.00	$ -
Mileage		Miles	$ 0.67	$ -
Coring Equipment		Days	$ 200.00	$ -
Floor Profilometer		Days	$ 230.00	$ -
Rental of equipment or purchasing of supplies			Cost + 15%	
			Grand Total =	$ -

Knox County Government

and

Rummel, Klepper & Kahl, LLP

This Contract, made and entered into this _____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Rummel, Klepper & Kahl, LLP, hereinafter referred to as "Contractor".

Whereas, County requested solicitations for On-Call Geotechnical Consulting and Materials Testing Services, (Solicitation #3596) and;

Whereas, Contractor submitted qualifications in accordance with said requested specifications, the response of which is the most responsible and responsive submittal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Qualifications (Solicitation #3596), and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by this document and attachments hereto.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends the 31st day of January 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon per the Contractor's Price Schedule (Attachment C) for On-Call Geotechnical Consulting and Materials Testing Services pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County per the Contractor's Price Schedule. Invoices shall show the Contract number, the total amount due to the Contractor, the date(s) of service, the type(s) of service by category, the associated unit price for each service provided, and any other pertinent information necessary.

In the event of a change order, Contractor must notify County before any additional work is performed. Invoices shall be sent to the following:

Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide On-Call Geotechnical Consulting and Materials Testing Services detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one-hundred twenty (120) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for On-Call Geotechnical Consulting and Materials Testing Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of On-Call Geotechnical Consulting and Materials Testing Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render On-Call Geotechnical Consulting and Materials Testing Services for Knox County in accordance with Request for Qualifications and Contractor's Price Schedule.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Qualifications #3596
B. Contractor's Response to Request for Qualifications #3596
C. Contractor's Price Schedule

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

Rummel, Klepper & Kahl, LLP

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Request for Qualifications #3596

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for **On-Call Geotechnical Consulting and Materials Testing Services** as specified herein. RFQs must be received by **2:00 p.m.** on **October 2, 2024**. Late submittals will neither be considered nor returned.

Deliver Qualifications To:

Solicitation Number 3596
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Envelope must show the Company Name, Solicitation Name, Solicitation Number & Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Respondents shall hold their submittal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the Qualification closing, unless otherwise indicated in their submittal.

1.3 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.4 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing the goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.5 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.6 **COPIES:** Knox County **requires** that Qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required.

1.7 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the RFQ being deemed non-responsive and disqualified.

1.8 **ELECTRONIC RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. All qualifications must be submitted in hard copy format to the address listed in this solicitation. Email and facsimile submission is strictly prohibited.

1.9 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.10 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its RFQ in response to this solicitation, nor for the presentation of its qualifications and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

1.11 **NO CONTACT POLICY:** After the date and time the firm receives this solicitation, any contact initiated by any firm with any Knox County representative, other than the Procurement Division representative listed herein, concerning this RFQ **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this procurement transaction.

1.12 **NON-COLLUSION:** Vendors, by submitting a signed RFQ, certify that the accompanying submittal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.13 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Respondents are cautioned that all documents submitted on behalf of this RFQ shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

1.14 **QUALIFICATION DELIVERY:** Knox County requires respondents, when hand delivering responses, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for lost or misdirected mail sent by common carrier, nor will Knox County be responsible for qualifications delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.15 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that RFQs be submitted on paper and shall:

- Be submitted on recycled paper.
- Not include pages of unnecessary advertising.
- Be made on both sides of each sheet of paper.

1.16 **SIGNING OF QUALIFICATIONS:** **In order to be considered all Qualifications must be signed. Please sign the original in blue ink.** By signing the response document, the respondent acknowledges and accepts the term and conditions stated in the RFQ document. It is suggested that mailed RFQs be sent by certified or registered mail with return receipt requested or RFQs sent via common carrier include tracking and delivery confirmation.

1.17 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.18 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.19 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, ***ALL INTERESTED FIRMS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the solicitation closing time.

1.20 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **CRIMINAL HISTORY CHECK:** Any and all contractors, sub-contractors, successful vendors, vendor employees and school employees agree to comply with Tennessee Code Annotated Section 49-5-413. Tennessee Code Annotated Section 49-5-413 requires that all parties providing services at Knox County Schools must submit to a criminal history records check at their expense.

The criminal history check is to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the party to have contact with students or enter school grounds when students are present. Vendors are to submit the Affidavit of Compliance, **Exhibit C**, with their response.

2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.9 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses base on personal jurisdiction, venue and inconvenient forum.

2.10 **INCORPORATION:** All specifications, drawings, technical information, Request for Qualifications, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.11 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.12 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.13 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.14 **IRAN DIVESTMENT ACT:** By submission of this RFQ, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each responding firm is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.

2.15 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.16 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Vendors are to submit the Affidavit of Compliance, **Exhibit B**, with their bid.

2.17 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.18 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Qualifications (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.19 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed submittal that they are current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** Knox County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the terminationdate shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, qualifications, and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SCOPE OF WORK

3.1 **SCOPE OF WORK:** Knox County, an equal opportunity/affirmative action employer, seeks to retain the services of a professional engineering consulting firm(s) to provide geotechnical services, construction services, and environmental services. The professional engineering consulting firm(s) must be on TDOT's preapproved list.

Responsibilities of the professional engineering firm include, but are not limited to:

a. Engineering testing, analysis, design
b. Geotechnical drilling and rock coring
c. Foundation analysis and testing
d. Pavement assessment and design
e. Construction materials engineering and testing
f. Soils/materials laboratory capabilities
g. Environmental testing

3.2 **ADDITIONS/DELETIONS:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.3 **AWARD:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of the vendor(s) and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years.

Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.4 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.5 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful firm agrees and covenants that the company, it's agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned nor more than two (2) Contractor contacts to handle billing inquiries and service-related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the Knox County account to avoid any interruption of service.

3.7 **CONTRACT EXECUTION:** The award of this RFQ may result in a Contract between Knox County and the successful Contractor. The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.8 **EVALUATION CRITERIA:** This RFQ will be evaluated by a selection committee composed of employees from Knox County government who have expertise within the stated scope of work. Only submittals conforming to the County's Terms and Conditions and the provisions set forth in this RFQ will pass the initial screening. Any submittal failing to satisfy the minimum requirements set forth in this RFQ may be rejected without consideration. The committee may request oral interviews. The following criteria will be used:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed Geotechnical Consulting and Materials Testing Services.
  - Capabilities and resources of firm.
  - Number of licensed professionals, technicians and inspectors.
  - TDOT approval letter for projects of this nature.

- **Key Personnel Assigned to Project (30 Points)**
  - Resumes of key personnel/staff and subcontractors to work with Knox County.
  - Specific areas of expertise.
  - Availability of personnel to Knox County.

- **Projects and Workload (20 Points)**
  - List of at least five (5) projects of similar size and scope completed in the last ten (10) years.
  - Initial budget and final cost for above projects.
  - Start date and final completion date for above projects.
  - Projected workload.

- **Licensure, Insurance and Litigation (10 Points)**
  - Provide evidence of licensure to practice engineering in the State of Tennessee.
  - Provide evidence of appropriate insurance coverage.
  - Provide information of any litigation in which the firm has been involved within the last 5 (five) years.

3.9 **EVALUTION REVIEW:** Knox Count reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the County's judgement as to the appropriateness of a qualified vendor. This information may be appended to the evaluation process results.

3.10 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of this solicitation shall indicate such exceptions in their submittal. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the solicitation as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Part IX of the submittal as instructed in Section IV, RFQ Format. Do not strike through or in any way alter the RFQ. Exceptions listed within other sections of the submittal shall not reviewed or considered.

3.11 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.12 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment, **Exhibit A**, and submit it with their bid response.

Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) showing the specified coverage and naming Knox County, Tennessee as additional insured; endorsement pages shall be included. It shall be the successful vendor's responsibility to keep a current COI and endorsement pages on file with the Knox County Procurement Division during the life of the Contract.

3.13 **LICENSING REQUIREMENTS:** Vendors must be properly licensed, if applicable, by the State of Tennessee Licensing Board for the type of work requested and must submit a copy of the license with their qualifications. All licensing must be in accordance with Tennessee Code Annotated.

3.14 **NEWS RELEASE BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.15 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s).

If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

Any price increase shall not exceed the Consumer Price Index (CPI) for all Urban Consumers; the most recent month in effect at time of renewal(s) will be used to determine CPI cap. However, Contractor(s) must submit proof of price increase. If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.16 **QUALIFICATIONS FORMAT:** This solicitation is in the Request for Qualifications (RFQ) format. At the specified date and time, each participating vendor's name will be publicly read aloud. No further information will be given at that time. Evaluation of the qualifications will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Contract being fully executed, all submissions will be made public and open for viewing. Interested individuals may call the Procurement Division to schedule a time to review the submissions.

3.17 **REJECTION OF QUALIFICATIONS:** Knox County reserves the right to reject any and all qualifications received as a result of this request and to waive any informality, technical, defect or clerical error in any submittal, as the interests of the County may require. Non-acceptance of any submittal will be devoid of any criticism of the submittal and of any implication that the submittal is deficient in any manner. Non-acceptance of any submittal shall be construed as meaning simply that the County does not deem the submittal to be acceptable or that another submittal was deemed to be more advantageous to Knox County for the qualifications submitted.

3.18 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful Vendor agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.19 **RESPONDENT OBLIGATION:** Each firm shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this RFQ. The failure or omission of a firm to become acquainted with existing conditions shall no way relieve the firm of any obligations with respect to this RFQ or to the Contract.

3.20 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. 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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. 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. Contractor(s) 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, equipment, 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.

3.21 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.22 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of any and all equipment to be used and in the safe application of quoted products and services to be used under this Contract. This would include any sign, flagman, or road blockage that would be required for safety purposes as per compliance with the manual on uniform traffic control devices for streets and highways (latest edition).

3.23 **SUBMIT QUESTIONS:** Prospective respondents may submit questions concerning this solicitation until **September 18, 2024, by 4:30 p.m. local time**.

SECTION IV RFQ FORMAT

Vendors shall use the following format for the preparation and submission of their qualifications. Failure to follow this format may be just cause for rejection of submittals. Cost of preparation of qualifications is the sole responsibility of the vendor. Knox County requires that qualifications being submitted be one (1) marked original and three (3) exact copies. An electronic copy in a single .pdf file on a CD/DVD or flash drive is also required.

Part I **SIGNED LETTER AUTHORIZING SUBMISSION OF THE QUALIFICATIONS**

Part II **VENDOR INFORMATION**

- Company Name, Address, and telephone number
- Contact name(s) and telephone number(s)
- Contact email address
- Firm's Vendor Number as assigned by the Knox County Procurement Division
- Firm's Knox County Business License (if applicable)
- Firm's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgement of Addenda (if applicable)

Part III **GENERAL QUALIFICATIONS OF FIRM**

Provide the complete qualifications of the firm for completing the Scope of Work in Section 3.1. Include the firm's number of years in business and years key personnel have performed geotechnical engineering and materials testing services. Include the number of personnel (licensed professionals, technicians and inspectors) available for this service and the complete capabilities of the firm. Include a copy of the firm's TDOT approval letter for these types of services.

Part IV **KEY PERSONNEL ASSIGNED TO PROJECT**

Provide resumes of key personnel, staff and subcontractors that will work with Knox County on the project. Resumes should be no longer than one page and include number of years working on similar projects and a list of sample projects similar to the scope of work. Include all specific areas of expertise. Describe the availability of personnel when Knox County issues an order to provide geotechnical engineering and materials testing.

Part V **PROJECTS AND WORKLOAD**

Provide a list of at least five (5) projects that are similar in size and scope. Include start and completion dates for projects with initial budgets and final costs. Include contracts awarded to your firm, complete with a current point of contact for the client, telephone number, email address, summary of work performed and contract term. Provide the firm's projected workload for the next year.

Part VI **LICENSURE, INSURANCE AND LITIGATION**

Provide evidence of licensure to practice engineering in the State of Tennessee and appropriate insurance coverage. Describe any litigation with which the firm has been involved in the past five (5) years with a brief description of the litigation and result.

Part VII **REQUIRED ATTACHMENTS**

Firms are to complete and provide the following attachments here:

- Knox County Insurance Checklist, Exhibit A
- Affidavit of Compliance with Iran Divestment Act / No Boycott of Israel, Exhibit B
- Affidavit of Compliance with Tennessee Criminal History Records Check, Exhibit C

Part VIII **ADDITIONAL INFORMATION**

Respondents may submit additional information regarding their Firm and the services they offer that may add value to their submittal.

Part IX **EXCEPTIONS**

Respondents are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFQ in your response.

Failure to submit any of the above information or any other information requested in this Request for Qualifications may result in the response being disqualified.

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFQ NUMBER 3596

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY / X / PROJECT / LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS'COMPENSATION, AUTO AND PROFESSIONAL LIABILITY. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFQ NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

REPONDENT NAME: _____ **AUTHORIZING SIGNATURE:** _____

EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3596

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

EXHIBIT C
REQUEST FOR QUALIFICATIONS NUMBER 3596

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with response by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this qualification submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

Attachment B

Contractor's Response
to
Request for Qualifications #3596

REQUEST FOR QUALIFICATIONS FOR

ON-CALL GEOTECHNICAL CONSULTING AND MATERIALS TESTING SERVICES

SOLICITATION NO: 3596







Knox County, Tennessee

October 2, 2024

RK&K

PART I: AUTHORIZATION LETTER

900 E. Hill Avenue, Suite 280, Knoxville, TN 37915 | P 865.209.9486 | www.rkk.com

October 2, 2024

Brian Hubbs, Construction and Contract Specialist
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, Tennessee 37917

Point of Contact
Jeremiah Davis, PE, CPESC, PLSIT
Contract Manager
900 E. Hill Avenue, Suite 280
Knoxville, TN 37915
jdavis@rkk.com | 423.217.4381

Re: On-Call Geotechnical Consulting and Materials Testing Services | Solicitation No. 3596

To Brian and Members of the Selection Committee:

Rummel, Klepper & Kahl, LLP (RK&K) is pleased to submit our proposal for on-call geotechnical consulting and materials testing services. Since 1923, RK&K has been dedicated to serving clients by offering multi-discipline planning, engineering, environmental, and construction services. We understand what it takes to complete all aspects of anticipated projects under this contract. We have developed an internally and externally collaborative culture that offers top-notch customer service and best practices through innovative and efficient solutions. We are confident that upon selection, you and your staff will recognize the distinctive culture and expertise RK&K brings to benefit clients and that Knox County can count on our Team.

A Highly Qualified Team with Specialized Expertise: Greg Goins, PE, and Simone Metzger, PE, along with the staff from our teaming partners, includes eight professionally licensed geotechnical engineers and geologists. Our combined team will be able to support multiple assignments and/or single large project task orders.

A Local and Qualified Contract Manager: I will serve as the contract manager and work closely with the County and our team to facilitate multiple activities to engage the County, stakeholders, and the community. As a local leader for this project, I bring 20 years of specialized experience working with local municipalities and TDOT on many on-call and project-specific projects, including most recently Knox County, providing on-call construction engineering inspection services throughout the County. I have also successfully led over a dozen TDOT Local Program projects.

Quality Commitment: RK&K's quality process is robust and requires review of all design deliverables in a layered approach. This includes checks from each contributing discipline, an independent review from a senior manager knowledgeable in the overall project scope, and a constructability review by construction experts who work with contractors as part of their daily project responsibilities. I will work closely with our QA/QC manager, **Steve Field, PE,** to ensure that all deliverables undergo thorough reviews to deliver high-quality products.

Experience with On-Call Contracts: Geotechnical on-call contracts have been the backbone of RK&K's geotechnical engineering work for more than 30 years. RK&K currently supports TDOT with through a geotechnical engineering contract for TDOT Region 1 as a prime and as a subcontractor in Regions 1 and 3. To date, RK&K has been assigned 8 individual tasks. I have supported TDOT and various municipalities through on-call contracts for the past 20 years, providing construction engineering and inspection services. As project manager, Simone is uniquely aware of the nature and demands of these types of contracts and has successfully served as task manager for our current TDOT contract. As principal geotechnical engineer, Greg understands on-call contracts and has managed many similar contracts, including RK&K's current TDOT Region 1 Geotechnical On-Call contract and North Carolina Department of Transportation's (NCDOT) Geotechnical On-Call contract. We are committed to providing the resources needed to complete assignments on time and the fiscal awareness to maximize the results.

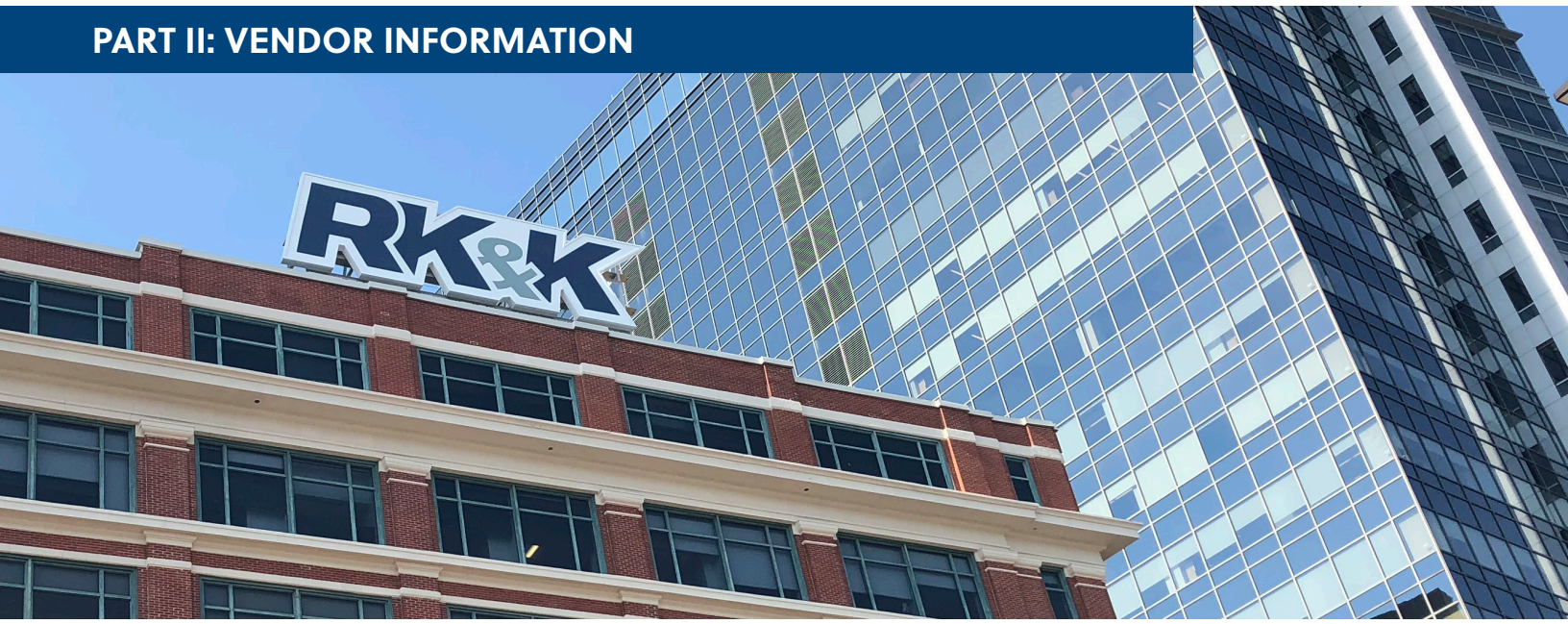
RK&K offers Knox County a firm that can provide any service required in the scope of work for this contract. We offer Tennessee-based staff, supported by Tennessee-based partners and staff from across RK&K, eager to grow our services and capabilities with the County. We look forward to your review of our qualifications, and if you have any questions, please do not hesitate to contact me at the contact information shown above.

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

Jeremiah Davis, PE, CPESC, PLSIT
Contract Manager

Simone Metzger, PE
Project Manager

PART II: VENDOR INFORMATION



Name and Address of Firm

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

Corporate Office: 700 East Pratt Street, Suite 500
Baltimore, MD 21202 | Ph: 410.728.2900

900 E. Hill Avenue, Suite 280
Knoxville, TN 37915 | Ph: 865.209.9486

565 Marriott Drive, Suite 650
Nashville, TN 37214 | Ph: 615.866.1050

8601 Six Forks Road, Forum 1, Suite 700
Raleigh, NC 27615 | Ph: 919.878.9560

Contact Information

Jeremiah Davis, PE, CPESC, PLSIT | Project Delivery Leader
900 E. Hill Avenue, Suite 280
Knoxville, TN 37915
jdavis@rkk.com | P: 423.217.4381

Firm's Vendor Number Assigned by Knox County

Vendor #76311

Firm's Knox County Business License

N/A

Firm's Employer Identification Number (EIN)

52-0599112

Addenda Acknowledgment

No addenda have been released.

Copies of all licenses, permits and professional certifications for company and employees - RK&K Firm License

License Search and Verification

We are upgrading verifty.tn.gov to Public Search. Please visit us here: https://search.cloud.commerce.tn.gov/

For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith%s Auto Shop."

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active Eng. Firm
License #	9622
License ID	9622
Expiration Date	
Original Date	Nov 12 2019
Profession Code	1205
Profession Name	Engineering Firm
First Name	\
Middle Name	\
Last Name	RK&K
City	NASHVILLE
State	TN
Zip Code	37201
Rank	Engineering Firm - General
License Activity Description	Active Eng. Firm

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **RK&K; RK&K Engineers**

General Information

SOS Control #	**001008165**	Formation Locale:	MARYLAND
Filing Type:	Limited Liability Partnership - Foreign	Date Formed:	
	01/29/2019 2:56 PM	Partner Count:	5
Status:	Active		
Duration Term:	Expires: 01/29/2025		

Registered Agent Address
C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546

Principal Address
STE 500
700 E PRATT ST
BALTIMORE, MD 21202-4919

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
02/07/2023	New Notice Filing	B1331-5779
	Filing Status Changed From: Inactive - Expired To: Active	
	Filing Name Changed From: Rummel, Klepper & Kahl, LLP To: RK&K; RK&K Engineers	
	Expiration Date Changed From: 01/29/2023 To: 01/29/2025	
	Registered Agent Organization Name Changed From: NO AGENT To: C T CORPORATION SYSTEM	
	Registered Agent Physical Address 1 Changed From: AGENT RESIGNED OR INVALID To: 300 MONTVUE RD	
	Registered Agent Physical City Changed From: NASHVILLE To: KNOXVILLE	
	Registered Agent Physical County Changed From: DAVIDSON To: KNOX COUNTY	
	Registered Agent Physical Postal Code Changed From: 37219 To: 37919-5546	
07/16/2021	Assumed Name	B1066-3865
	New Assumed Name Changed From: No Value To: RK&K	
02/09/2021	New Notice Filing	B0972-7783
	Filing Status Changed From: Inactive - Expired To: Active	
	Expiration Date Changed From: 01/29/2021 To: 01/29/2023	
	Registered Agent Organization Name Changed From: NO AGENT To: C T CORPORATION SYSTEM	
	Registered Agent Physical Address 1 Changed From: AGENT RESIGNED OR INVALID To: 300 MONTVUE RD	
	Registered Agent Physical City Changed From: NASHVILLE To: KNOXVILLE	
	Registered Agent Physical County Changed From: DAVIDSON To: KNOX COUNTY	

Filing Information

Name: **RK&K; RK&K Engineers**

Registered Agent Physical Postal Code Changed From: 37219 To: 37919-5546

01/29/2019 Initial Filing B0641-5583

Active Assumed Names (if any)	Date	Expires

Filing Information

Name: **RK&K; RK&K Engineers**

Registered Agent Physical Postal Code Changed From: 37219 To: 37919-5546

01/29/2019 Initial Filing B0641-5583

Active Assumed Names (if any)	Date	Expires

License Search and Verification

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For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith%s Auto Shop."

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	113334
License ID	113334
Expiration Date	Jun 30 2026
Original Date	Jun 28 2010
Profession Code	1202
Profession Name	Engineer
First Name	JAMES
Middle Name	JEREMIAH
Last Name	DAVIS
City	TALBOTT
State	TN
Zip Code	37877
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed



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For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	128351
License ID	128351
Expiration Date	Aug 31 2025
Original Date	Aug 9 2023
Profession Code	1202
Profession Name	Engineer
First Name	Gregory
Middle Name	Keith
Last Name	Goins
City	WAKE FOREST
State	NC
Zip Code	27587
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed

License Search and Verification

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For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Land Surveyor In-Training
License #	2826
License ID	2826
Expiration Date	
Original Date	May 17 2011
Profession Code	3201
Profession Name	Land Surveyor
First Name	JAMES
Middle Name	JEREMIAH
Last Name	DAVIS
City	TALBOTT
State	TN
Zip Code	37877
Rank	LAND SURVEYOR IN-TRAINING
License Activity Description	Land Surveyor In-Training

License Search and Verification

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For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	116603
License ID	116603
Expiration Date	Jan 31 2026
Original Date	Jan 8 2014
Profession Code	1202
Profession Name	Engineer
First Name	SIMONE
Middle Name	SILVESTRI
Last Name	METZGER
City	NASHVILLE
State	TN
Zip Code	37209
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed

License Search and Verification

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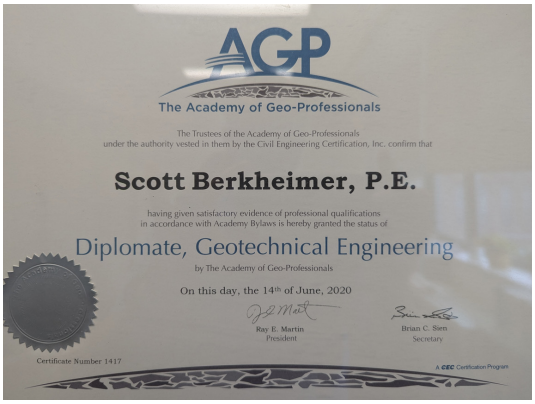
For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	104091
License ID	104091
Expiration Date	Jan 31 2026
Original Date	Jan 29 1998
Profession Code	1202
Profession Name	Engineer
First Name	STEVEN
Middle Name	FRANCIS
Last Name	FIELD
City	GALLATIN
State	TN
Zip Code	37066
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed





RK&K Staff Professional Licenses & Certs

11/14/2023 6,166,780

STATE BOARD FOR PROFESSIONAL ENGINEERS

23 05 52012 JASON J VAROUNIS 6136 11-13-2023

MESSAGE(S):

A LICENSEE SHALL COMPLETE A MINIMUM OF 16 PDH UNITS PER 2-YEAR RENEWAL.

A MINIMUM OF 1 PDH IN EACH BIENNIAL LICENSING TERM SHALL BE EARNED FROM PARTICIPATION IN CONTENT RELATED TO ONE OF THE FOLLOWING: ETHICS, CODE OF CONDUCT, STANDARDS OF PRACTICE OR REGULATIONS APPLICABLE TO THE PRACTICE OF ENGINEERING IN MARYLAND.

A MAXIMUM OF 8 PDH EARNED IN EXCESS OF 16 UNITS CAN BE APPLIED TO THE NEXT LICENSING TERM.

LICENSEES WHO ARE AUDITED SHALL PROVIDE WITHIN 30 DAYS OF RECEIPT OF NOTICE OF AUDIT, ALL DOCUMENTATION REQUESTED BY THE BOARD.

Maryland DEPARTMENT OF LABOR

LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

Wes Moore, Governor; Aruna Miller, Lt. Governor; Portia Wu, Secretary

STATE BOARD FOR PROFESSIONAL ENGINEERS

CERTIFIES THAT:

JASON J VAROUNIS

IS AN AUTHORIZED: 05- PROFESSIONAL ENGINEER

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
52012	12-13-2025	N/A	6166780

Signature of Bearer — Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

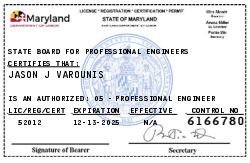
23 05 52012 6,166,780

23 05 52012

STATE BOARD FOR PROFESSIONAL ENGINEERS
1100 N. EUTAW STREET
BALTIMORE, MD 21201

JASON J VAROUNIS
2401 LAMPOST LANE

BALTIMORE MD 21234



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For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	123298
License ID	123298
Expiration Date	Nov 30 2025
Original Date	Nov 20 2019
Profession Code	1202
Profession Name	Engineer
First Name	Scott
Middle Name	Allen
Last Name	Berkheimer
City	BALTIMORE
State	MD
Zip Code	21209
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed

License Search and Verification

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For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	123264
License ID	123264
Expiration Date	Nov 30 2025
Original Date	Nov 20 2019
Profession Code	1202
Profession Name	Engineer
First Name	Atefeh
Middle Name	\
Last Name	Asoudeh
City	CARY
State	NC
Zip Code	27513
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed



License Search and Verification

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For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	127631
License ID	127631
Expiration Date	Dec 31 2024
Original Date	Dec 20 2022
Profession Code	1202
Profession Name	Engineer
First Name	Erick
Middle Name	\
Last Name	Frederick
City	LEICESTER
State	NC
Zip Code	28748
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed

RK&K Staff Professional Licenses & Certs

License Search and Verification

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For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	129373
License ID	129373
Expiration Date	Jan 31 2026
Original Date	Jan 25 2024
Profession Code	1202
Profession Name	Engineer
First Name	Margaret
Middle Name	Mary
Last Name	Sweitzer
City	APEX
State	NC
Zip Code	27502
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed

License Search and Verification

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<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	130056
License ID	130056
Expiration Date	Jun 30 2026
Original Date	Jun 18 2024
Profession Code	1202
Profession Name	Engineer
First Name	James
Middle Name	Ralph
Last Name	Batts
City	RALEIGH
State	NC
Zip Code	27604
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed

RK&K Staff Professional Licenses & Certs

License Search and Verification

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For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	123264
License ID	123264
Expiration Date	Nov 30 2025
Original Date	Nov 20 2019
Profession Code	1202
Profession Name	Engineer
First Name	Atefeh
Middle Name	\
Last Name	Asoudeh
City	CARY
State	NC
Zip Code	27513
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed

License Search and Verification

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For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active - Fully Licensed
License #	129411
License ID	129411
Expiration Date	Dec 31 2025
Original Date	Dec 1 2023
Profession Code	1202
Profession Name	Engineer
First Name	Maxime
Middle Name	\
Last Name	Metry
City	ZEBULON
State	NC
Zip Code	27597
Rank	Professional Engineer
License Activity Description	Active - Fully Licensed



North Carolina Board of Examiners for Engineers and Surveyors

This is to certify that
Mikel W. Shipman
is duly licensed and entitled to practice
Engineering
until December 31, 2024 when this certificate expires.
License Number: 054501 Status: CURRENT

Dennis K. Hoyle, Chair *Brenda L. Moore, Secretary*



Commonwealth of Pennsylvania

Department of State
Bureau of Professional and Occupational Affairs

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING,

STATE REGISTRATION BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS AND GEOLOGISTS

JEFFREY CHARLES OBRECHT

HAVING SUBMITTED SATISFACTORY EVIDENCE OF FITNESS AS TO CHARACTER, ABILITY, TECHNICAL TRAINING AND PRACTICAL EXPERIENCE AND ALL OTHER MATTERS REQUIRED BY LAW AND IN ACCORDANCE WITH THE PROVISIONS OF THE ACT OF THE GENERAL ASSEMBLY APPROVED MAY 23, 1945, IS GRANTED THIS CERTIFICATE OF REGISTRATION AND IS HEREBY AUTHORIZED TO PRACTICE AS A

PROFESSIONAL GEOLOGIST
IN THE COMMONWEALTH OF PENNSYLVANIA

In Witness Whereof, we have hereunto set our Hand and caused the Seal of the Bureau of Professional and Occupational Affairs to be affixed at Harrisburg.

JANUARY 05, 1994 LICENSE NUMBER: PG-000138-G

License Search and Verification

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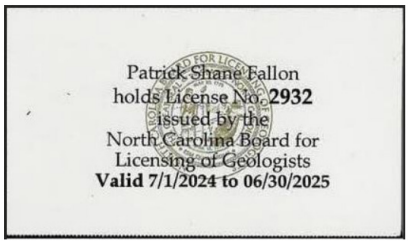
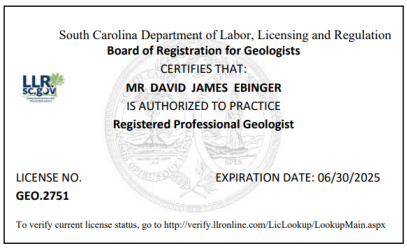
<< Click Here To Go Back To The Search Page

License Details

License Status	Active-Fully Licensed
License #	6193
License ID	6193
Expiration Date	Apr 8 2025
Original Date	Apr 9 2021
Profession Code	2101
Profession Name	GEOLOGIST
First Name	James
Middle Name	Watson
Last Name	Mize
City	RALEIGH
State	NC
Zip Code	27615
Rank	LICENSED PROFESSIONAL GEOLOGIST
License Activity Description	Active-Fully Licensed



Patrick Shane Fallon
holds License No. **2932**
issued by the
North Carolina Board for
Licensing of Geologists
Valid 7/1/2024 to 06/30/2025



South Carolina Department of Labor, Licensing and Regulation
Board of Registration for Geologists
CERTIFIES THAT:
MR DAVID JAMES EBINGER
IS AUTHORIZED TO PRACTICE
Registered Professional Geologist

LICENSE NO. **GEO.2751**
EXPIRATION DATE: 06/30/2025

To verify current license status, go to http://verify.llronline.com/LicLookup/LookupMain.aspx



The
American Institute of
Professional Geologists

hereby affirms that

Jeffrey C. Obrecht

having given satisfactory evidence of the academic qualifications, professional competence, integrity and ethical conduct required by the Constitution and Bylaws of this Institute, is duly certified and is hereby authorized to use the title

Certified Professional Geologist

In testimony whereof, witness the signatures of the President and Secretary under seal of this Institute this 30th day of August, 19 96

Certificate Number 8245

President

Secretary

License Search and Verification

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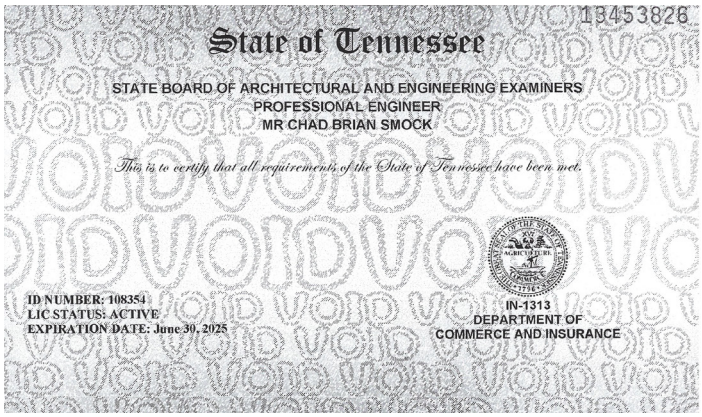
<< Click Here To Go Back To The Search Page

License Details

License Status	Active Eng. Firm
License #	3570
License ID	3570
Expiration Date	
Original Date	
Profession Code	1205
Profession Name	Engineering Firm
First Name	\
Middle Name	\
Last Name	ENGINEERING & TESTING SOLUTIONS LLC
City	SEVIERVILLE
State	TN
Zip Code	37864
Rank	Engineering Firm - General
License Activity Description	Active Eng. Firm

ETS Firm License and Staff Professional Licenses & Certs



13453826

State of Tennessee

STATE BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
PROFESSIONAL ENGINEER
MR CHAD BRIAN SMOCK

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 108354
LIC STATUS: ACTIVE
EXPIRATION DATE: June 30, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



Certificate Number: 092920-01
Industry: Engineering Consultant

The Governor's Office of Diversity Business Enterprise

for the State of Tennessee, having determined that

ENGINEERING AND TESTING SOLUTIONS, LLC

has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12, Chapter 3, Part 8, and the policies adopted thereunder hereby grants the designation of

Small Business

And is recognized as such until the expiration of registration and certification on

September 29, 2026

In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of General Services hereto affix our hand and the Great Seal of the State.

Kim Henry
Director, Governor's Office of Diversity Business Enterprise



AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

American Association of State Highway and Transportation Officials
AASHTO

Engineering & Testing Solutions, L.L.C.

in

Knoxville, Tennessee, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Matt Linneman,
AASHTO COMP Chair

This certificate was generated on 09/10/2024 at 3:33 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

Department of Commerce & Insurance Administration Licence Roster Search Page 1 of 1

Department of Commerce and Insurance
Leslie Newman, Commissioner

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- Some licenses are registered by firm name only, so use only Firm or Last Name for these licenses. This application will return the first 2500 licenses that match the entered search criteria. Click Here to request a complete export/printer friendly list for a particular profession.

License Status	VALID ENG. FIRM
License #	2269
License ID	2269
Expiration Date	
Original Date	
Profession Code	1205
Profession Name	Engineering Firm
First Name	
Middle Name	
Last Name	S&ME INC
City	RALEIGH
State	NC
Zip Code	27616
Rank	ENGR FIRM - GENERIC
License Activity Description	

<< Back to search page

PART III: GENERAL QUALIFICATIONS OF THE FIRM



About RK&K

# of Years in Business: 101

Fueled by a talented and diversified staff, RK&K provides creative solutions to complex challenges that improve the quality of life in our communities. What sets RK&K apart is an award-winning culture that has fostered a spirit of collaboration and trust for over 100 years. To its clients, the firm delivers concepts, processes, and outcomes that are designed for success. RK&K has earned its reputation as a trusted partner, responsive employer, and community steward.

Since our founding in 1923, RK&K has served the public and private sector by providing multi-discipline planning, engineering, environmental, and construction phase services.

Depth of Resources

We will commit all resources to facilitate the successful, timely delivery of comprehensive planning and engineering review services to Knox County (County). RK&K's resources, including staff and equipment at other offices, are at the disposal of our project team as schedules and assignment workloads require. RK&K employs approximately 1,700+ multi-discipline staff specializing in infrastructure improvements.

We leverage our depth of staff to assign the right personnel to each project right from the beginning. Staff is assigned with the requirement that they will be involved throughout the life of the project. The RK&K Team's organizational model is centered on project delivery and allows for quick response and timely project completion.

RK&K Team Services and Qualifications

# of Years Key Personnel have performed geotechnical engineering and materials testing services: Our key personnel average over 20 years of experience performing geotechnical engineering and materials testing services.

# of Personnel (licensed professionals, technicians and inspectors) available for this service: 30+

Complete Capabilities of the Firm: RK&K is a full-service planning, engineering, environmental and construction management/inspection firm serving a wide range of clients in the Mid-Atlantic, Southeastern and South-central United States.

We understand the range of services and requirements to provide the County with responsive and effective services for this project. For this reason, RK&K has combined talents with **Engineering & Testing Solutions and S&ME for lab testing and drilling** to provide a fully integrated professional, planning, and technical services team.

ETS
ENGINEERING & TESTING SOLUTIONS

Engineering & Testing Solutions (ETS) | ETS was formed in 1999. With offices located in Knoxville and Sevierville, Tennessee, ETS' laboratories are equipped for performing soil and material testing as well as concrete testing and storage/maintenance area for our geotechnical drilling equipment. ETS is certified by the State of Tennessee Governor's Office of Diversity Business Enterprise (DBE) and accredited by the American Association of State Highway and Transportation Official (AASHTO). The company is staffed with experienced drillers and engineering technicians that are certified by both the American Concrete Institute (ACI) and the National Institute for Certification in Engineering Technologies (NICET).

S&ME | Founded in 1973, S&ME has grown to 1,100+ employee owners offering a collaborative approach from early site and terrain investigations through materials engineering during the construction phase. S&ME is proud to provide practical solutions to clients' infrastructure, development, and environmental challenges. S&ME operates in more than 30 offices across 10 states, including Tennessee.

TECHNICAL EXPERTISE

a. Engineering testing, analysis, design

RK&K specializes in all phases of preparing soils and geology reports for roadway and geotechnical engineering reports (GER) to guide the design of the geotechnical portion of projects. Our experience includes shallow and deep foundations, roadway embankments and excavations, ground improvement, subgrade stabilization, and retaining walls.



RK&K provides geotechnical foundation design and construction recommendations for bridges ranging from simple one-span to complex multi-span bridges, including water crossings, railroad bridges, and highway grade separations. Analyses are performed for deep and shallow foundations and include bearing capacity, axial and lateral design of piles and shafts, group analyses, and settlement. Pile foundation design typically includes a drivability analysis. Required driving resistances are determined accounting for settlement induced downdrag loads and lost resistance due to scour. Drilled shafts are designed in soil and rock assuming cased and slurry methods of construction.

Roadway geotechnical recommendations address slope and embankment stability. Embankments are evaluated for settlement and stability addressing the need for undercut, waiting periods, and ground improvement techniques. Steepened slopes are designed with reinforcement for stability and erosion. Rock slope design includes stability and rock fall analyses. Pavement subgrade recommendations address groundwater and high plasticity soils.

We have performed design in accordance with AASHTO LRFD for deep foundations, drilled shafts in soil and rock, micropiles, shallow foundations, MSEs, CIP walls, top-down walls, slope repairs, and reinforced soil slopes (RSS).

RK&K is also experienced in the preparation of geotechnical sheets for plans and specifications for retaining walls, slope failures, landslides, rockfall repairs, reinforced slopes, excavation support systems; evaluations of sink holes and solution activity, emergency repair of underground infrastructure, ground modification using dynamic compaction, wick drains and stone columns, and groundwater controls. **Geotechnical drawings are produced using MicroStation and GEOPAK, and we are preparing to transition to OpenRoads. Geotechnical sheets have been or will be produced for all the tasks on this contract.**

In addition, RK&K generated details, geotechnical sheets, and retaining wall shop drawings for the **I-75 Interchange Modification at I-24 Phase 2 Design Build project in Hamilton, TN.**



RK&K staff have extensive experience in handling maintenance and construction issues. Construction support experience has included evaluation of bearing capacity of shallow foundations and MSE retaining walls and undercut of unsuitable soils, performing drilled shaft inspection, overseeing performance of and reviewing reports for drilled shaft integrity testing, PDA testing, lateral and axial load testing of shafts and piles, statnamic load testing, soil nail and tieback anchor testing, and micropile testing, design of temporary shoring, chemical stabilization of subgrades, and field recommendations for rock bolting, and horizontal drains. **Maintenance issues include pavement cracking and subgrade failures, slope instability, landslides, and sinkholes.**

b. Geotechnical Drilling and rock coring



RK&K's team performs subsurface studies utilizing a wide range of exploration techniques. It is our policy to have an engineer/geologist on site for all drilling/sampling operations. Our teaming partner on many projects, S&ME, has a wide range of subsurface exploration equipment to perform the work for any task assigned by Knox County. Depending upon the project requirements and anticipated geologic conditions, a subsurface study can include traditional soil borings with specialized undisturbed sampling, such as Shelby tubes, piston samples, Pitcher/Denison samples, and rock coring with wireline and acoustic tele-viewer (ATV) to determine fracture orientations and conditions. We are experienced in performing and evaluating in-situ testing on many projects, including vane shear (VS), CPT, DMT, BST, PMT, KSB, electric logging, and geophysics. **We have conducted and recommended the use of in-situ testing and geophysical techniques to provide subsurface information with less disturbance to the ground surface than conventional SPT borings and provide better definition of the stratigraphy and soil parameters.**

RK&K has installed and evaluated geotechnical instrumentation, including piezometers, slope indicators, strain gauges, tape extensometers, multipoint extensometers, vibrating wire piezometers, and settlement sensors, and conducted in-situ testing, including hydraulic conductivity (falling head test, well pump-out tests) and the previously mentioned tests. RK&K has on hand several vibrating wire piezometers with data loggers and a barometer to perform groundwater monitoring unattended for extended periods of time. **RK&K installed inclinometers along North Terrace Road in proximity to the Belvoir Bridge over I-24 in Chattanooga, Tennessee,** while the geotechnical subsurface investigation was being conducted to evaluate the movement of the embankment slope at North Terrace Road. Ongoing monitoring has helped the design team with retaining wall recommendations near the toe of the slope.

Geotechnical drilling services involve the mobilization of drilling rigs to collect soil and rock samples for analysis, including standard penetration testing (SPT) and rock coring, which extracts cylindrical samples from subsurface rock formations.

RK&K's engineers and geologists will collect and review all available soils, geology, NRCS maps, and previous subsurface information, including an aerial photograph study and search through our database and will conduct a geologic site reconnaissance to determine visual geologic features, assess safety risks, and drilling/testing equipment accessibility. We will prepare a base drawing indicating the proposed test boring such as private owner notification and/or other local agency permit requirements and site restoration requirements. Furthermore, **RK&K will identify potential geotechnical hazards, such as previously mined areas, fill areas, disposal sites, former hydrocarbon handling facilities, underground utility locations, drainage and water quality facilities, and karst areas.**

RK&K has been involved in projects requiring drilling borings ranging from crowded urban and suburban areas to difficult-access mountainous terrain. Drilling in such requires careful planning and analysis of MOT and drill rig access. Such planning starts with careful coordination of underground utility clearances, including using the latest mapping along with geophysics and vacuum test pits to verify utility locations, and continues with developing health and safety plans (HASP) and detailed temporary MOT plans for each project. **We also have experience drilling in railroad right of way requiring right of entry agreements and Roadway Worker certifications.** Our transportation experience often involves drilling on future right of way. Drilling on private property is always preceded by both written and verbal notification to the property owners. Every effort is made to minimize disturbance to residents and businesses and to restore the properties to their original condition.



The RK&K Team's field engineers, geologists, and drill crews are certified in OSHA 10-hr Training for Construction and/or OSHA 40-hr HAZWOPER Certified. RK&K's field engineers are certified in radiation safety, trench safety, and accredited by the National Highway Institute (NHI) as certified drill rig inspectors. RK&K's field personnel routinely cross train in environmental and geotechnical studies.

Our safety staff routinely prepares Health and Safety Plans (HASP) for our fieldwork.

c. Foundation analysis and testing

RK&K specializes in all phases of preparing soils and geology reports for roadway and geotechnical engineering reports (GER) to guide the design of the geotechnical portion of projects. **Our experience includes shallow and deep foundations, roadway embankments and excavations, ground improvement, subgrade stabilization, and retaining walls.**

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d. Pavement assessment and design

Non-destructive geophysical techniques such as ground penetrating radar (GPR), microgravity, electromagnetic (EM) resistivity (electrical resistivity imaging), and seismic surveys are often utilized to obtain subsurface information more quickly and often more cost effectively than using conventional methods of data acquisition. The use of geophysical techniques to supplement traditional subsurface explorations is ideal for use in populated areas, such as cities, where many of today's environmental and engineering issues arise, and in difficult mountain access areas. **Geophysics not only provides comprehensive data, but also is cost effective, and disturbance by means of excavation is not required.**

S&ME will provide nondestructive testing for all tasks assigned by the County. **S&ME is performing pavement testing services as part of an ongoing on-call contract for Regions 1 and 3 with TDOT's Asset Management Division.** S&ME has conducted Falling Weight Deflectometer (FWD) using Dynatest FastFWD (Model 8012) to gather data for determining the different pavement layers moduli and the pavement's structural capacity to assist TDOT in developing an enhanced understanding of the pavement structure responses and the underlying distresses. Ground Penetrating Radar (GPR), using a high-speed air coupled GPR system (GSSI RoadScan™ 30 equipped with a 2 GHz air-launched horn antenna, was used to determine pavement layers thicknesses, pavement layers' delineation, and potential void or water presence to evaluate inherent underlying distresses, which can impact pavement performance and service life.



As part of the Hawthorne Road Bridge Rehabilitation Project in Winston-Salem, NC, Ground Penetrating Radar (GPR) was used to evaluate the presence of voids caused by scour. A high frequency antenna was used for high resolution data at shallow depths while a low frequency antenna was used for greater depths at a lower resolution. The GPR results gave RK&K the information required to provide alternate solutions, including full-depth excavation with soil replacement, grouting to fill voids, and total bridge replacement.

For the NC 105 Widening project in Watauga County, NC, part of RK&K's on-call contract with NCDOT, seismic refraction geophysical surveying was performed to identify the rock line to assist in the design of hybrid retaining walls.

e. Construction materials engineering and testing

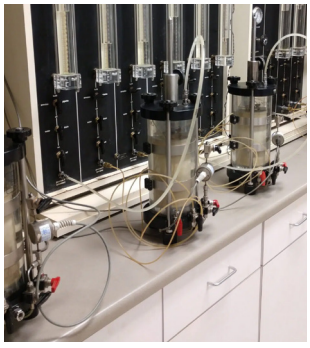
RK&K employs a diversified construction management staff of qualified and experienced engineers, project managers, construction managers, CPM schedulers, independent cost estimators, specialists, inspectors, utility coordinators, and administrative support staff who have been serving federal, state, and local government agencies in the delivery of transportation capital programs in the Southeast and mid-Atlantic for 60+ consecutive years. Daily we provide construction phase services under indefinite-delivery indefinite-quantity (IDIQ), on-call, or open-end type contracts. Over the past five years, our firm was awarded more than 500 of these types of contracts, ranging from several to hundreds of individual assignments per agreement, involving more than 2,500 separate task orders for various clients.

We are currently providing CEI services for TDOT, Knox County, City of Morristown, Eastern Federal Lands, and City of Chattanooga.

f. Soils/materials laboratory capabilities

RK&K's team has extensive laboratory services available for the County. **Soil/rock testing is available through S&ME's AASHTO-, AMRL- and CCRL-certified laboratory.** This includes the ability to perform computer-controlled consolidation testing, direct shear testing, unconfined compression testing of rock, concrete, and soil, and California Bearing Ratio (CBR) testing, as well as classification and index testing of soils and aggregate.

In their soils and materials laboratory, S&ME also conducts extensive tests to determine the engineering properties of soils, including grain size analysis, Atterberg limits, compaction, permeability, and consolidation. These services ensure that construction materials and subsurface conditions meet the required engineering and safety standards.



All strength and stress-strain geotechnical tests are performed on fully automated research-grade apparatus, resulting in exceptionally rapid and error-free detailed test reports. Such automation permits cost-effective generation of highly sophisticated test results. Computer-generated reports and data can be transmitted electronically at the client's request. **Specialized soil/rock testing such as for tunneling or geosynthetics is available from specialty laboratories that can be accessed through an undesignated subcontractor.** These services are generally performed infrequently and are best arranged on a specific assignment basis.

RK&K can determine the unconfined compressive (UCC) strength of clay soils and the point load index strength of rock cores in the field. By performing these tests in the field, significant time can be saved in the schedule and there is less risk of sample disturbance. **These innovative methods of testing subsurface materials allow us to measure soil and rock properties accurately and quickly, often resulting in reduced construction costs and faster turnaround for geotechnical projects.**

g. Environmental testing

RK&K's environmental due diligence (EDD) approach is a tiered effort guided by ASTM E1527-21 but can readily accommodate client-specific requirements and begins with broad potential condition information gathering, then implementing successive tighter focused investigations of specific environmental concerns in the latter project design stages to shape, and in some cases, implement mitigation strategies. **This process is designed to identify hazardous material impacts that may impact the work site.** We appreciate and fulfill the need to define contaminant impacts and work with other project personnel throughout the project planning and design processes to enable due consideration of the contaminant impacts and potential mitigation options.

For geotechnical services, RK&K will operate under a general soil management plan (SMP) designed to identify and respond to hazardous materials or conditions encountered during soil disturbing activities. The response will include appropriate sampling and laboratory analysis to confirm and characterize the hazardous materials present. Where hazardous materials are confirmed, either during field activities or prior to commencement of activities, a site-specific SMP will be prepared and implemented both for geotechnical services and construction phase services. **The SMP will address additional training requirements; monitoring requirements for air and water; and handling procedures in order to minimize disposal/treatment costs and environmental health and safety risks.** The SMP will be developed and implemented in accordance with US Department of Transportation (USDOT), US Environmental Protection Agency (USEPA), Tennessee Department of Environment and Conservation (TDEC), Tennessee Division of Occupation Safety and Health Administration (T-OSHA) rules and regulations.

RK&K will utilize appropriate field monitoring equipment such as photo- or flame-ionization detectors (PID/FID) and gas monitoring equipment where appropriate for health and safety and for identification of hazardous conditions in the field. For all laboratory analyses, RK&K will use subcontracted National Laboratory Accreditation Program (NELAP) certified laboratories (or a TN certified lab, for any required Safe Drinking Water Act analyses) to characterize the soil or other media for the purposes of mitigation, treatment, disposal and/or re-use.

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

BUTCH ELEY
DEPUTY GOVERNOR
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

January 13, 2023

Ms. Miriam F. Kronisch
Rummel, Klepper & Kahl, LLP
700 East Pratt Street, Suite 500
Baltimore, MD 21202

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

Dear Ms. Kronisch:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on January 12, 2023. You are hereby informed that your firm shall be considered as having **Unlimited Qualification** for the following disciplines for a three-year period beginning **January 12, 2023**:

Administrative
Archeologist
Architect
Biologist
CADD Technician
Civil Engineer
Communications Engineer
Construction Inspector
Construction Manager
Corrosion Engineer
Cost Engineer / Estimator
Ecologist
Electrical Engineer
Environmental Engineer
Environmental Scientist
Foundation/Geotechnical Engineer
GIS Specialist
Geologist
Hydraulic Engineer
Hydrologist
Land Surveyor
Landscape Architect
Planner: Urban / Regional
Project Manager
Scheduler
Soils Engineer
Specifications Writer
Structural Engineer
Technician / Analyst
Transportation Engineer
Water Resource Engineer

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

Rummel, Klepper & Kahl, LLP
Page 2

Please be advised that consulting firms desiring to contract with TDOT must assume full responsibility for renewing their pre-qualification status via the DT-0330 Part 1 Form.

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

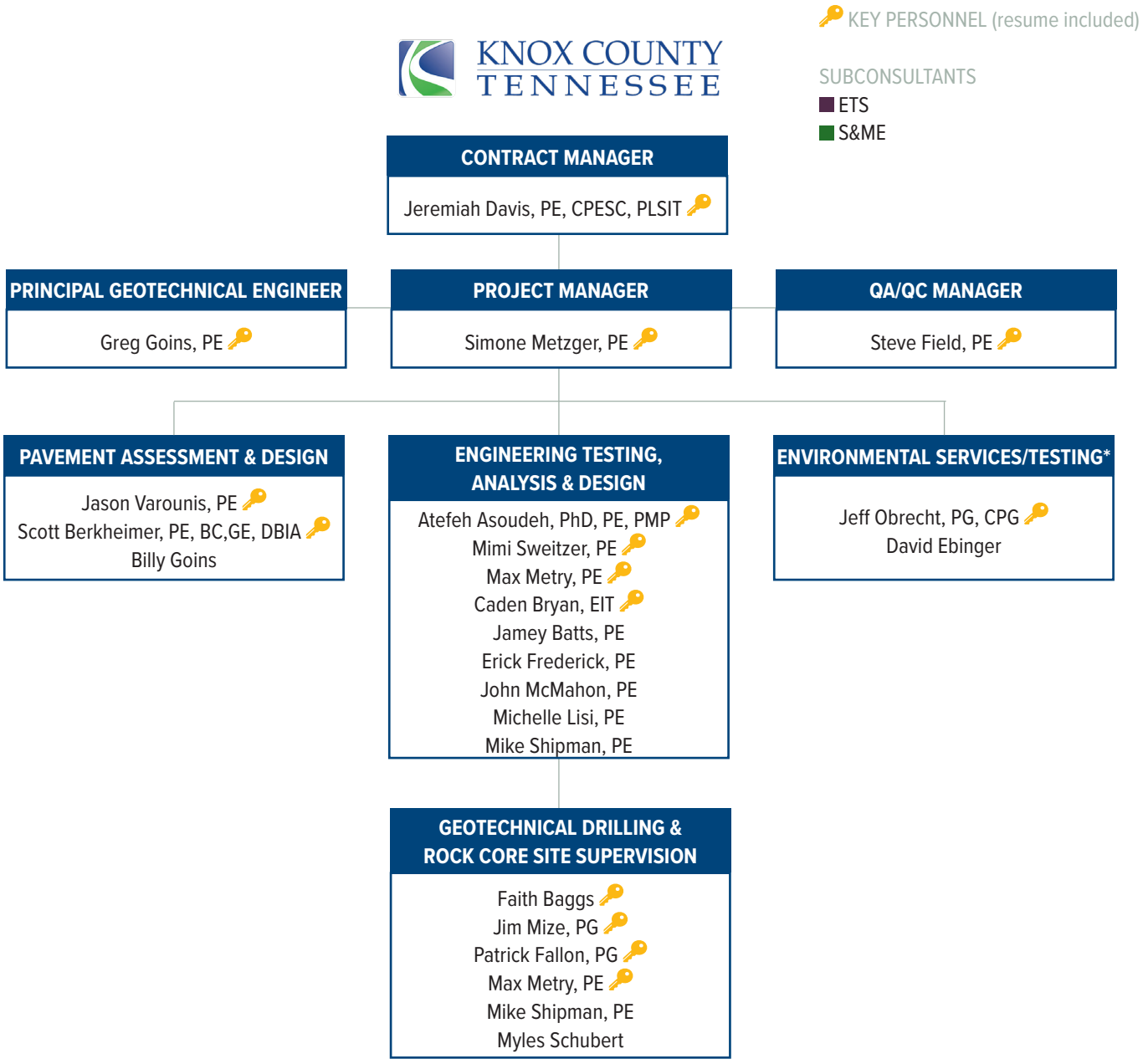
Sincerely,

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

JL/CS

cc: Chris Smotherman
Monica Comer
Ben Gresson
Stephanie Torres

PART IV: KEY PERSONNEL ASSIGNED TO PROJECT



SUPPORT SERVICES

DRILLING & ROCK CORING
Joshua Baines, EIT
Zach Looney, EI

FOUNDATION ANALYSIS & TESTING
Shane Pike
Cody Hunter

CONSTRUCTION ADMINISTRATION
Neal Engel
Jordan Dearth, CMIT
Jeremiah Davis, PE, CPESC, PLSIT

***NOTE:**
Should environmental testing be needed for a task assignment, RK&K has a strong working relationship with several analytical chemistry labs that are certified to perform this work and can subcontract this work to them on an as needed basis.



JEREMIAH DAVIS, PE, CPESC, PLSIT

Contract Manager

EXPERIENCE
20 years

EDUCATION
- BS, Civil Engineering
- AS, Pre-Engineering

CERTIFICATIONS/LICENSES
- Professional Engineer: TN #113334
- Licensed Surveyor-in-Training: TN #2826
- Certified Professional in Erosion & Sediment Control: ECI #7748
- TDEC Level I&II
- Nuclear Gauge Safety Training
- TDOT Technician #2863

AVAILABILITY
50%

Jeremiah brings a comprehensive understanding of the entire construction life cycle of TDOT projects and extensive experience in effectively managing multiple concurrent projects of varying complexity. His responsibilities have encompassed overseeing engineers, survey parties, and inspection staff providing contract administration, inspection, and materials and testing for construction projects in urban and rural areas. He is proficient in reviewing and interpreting highway construction plans, contracts, specifications, and materials testing results. Jeremiah is skilled in conducting regular construction and utility conferences with project stakeholders, coordinating contract changes, evaluating contract claims, conducting cost estimating and negotiations, performing field plan reviews, and schedule review. His TDOT infrastructure projects range from on-call task assignment contracts to a $191 million design-build project.

Knox County | Construction Engineering Inspection Services, Knox County, TN: As project manager, Jeremiah is responsible for managing and overseeing inspection staff assigned, communicating with Knox County staff, and ensuring services are performed in accordance with County expectations. RK&K is providing on-call services ranging from asphalt paving, storm drainage, signalization, and environmental inspections.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: As environmental compliance manager, Jeremiah is responsible for construction and design conformance with the environmental permits and Environmental Compliance Plan (ECP), including procedures to prevent and remedy environmental non-compliance from design through construction. He serves as the main point of contact for TDOT coordination regarding permitting and environmental compliance. Jeremiah also is responsible for oversight of all inspecting, monitoring, and documenting of work activities to conform with the ECP and all environmental commitments and permitting requirements during design and construction.

National Park Service | Replacement of Cumberland Gap Creek Wilderness Road Trail Bridge, Ewing, VA: As contract/project manager, Jeremiah is responsible for contract, project, and quality assurance program oversight and ensuring the team's compliance in delivering CEI services. As a subconsultant, RK&K is providing land surveys and CEI services, including establishing site control, limits of disturbance painted, excavations pinned for footing formwork, bridge approach grade stakes and handrail field survey for shop fabrications, final as-built, and testing and inspection of soils, concrete, and imported fill compaction.

City of Knoxville | Rock Pointe CEI, Knoxville, TN: As contract/project manager, Jeremiah is responsible for contract, project, and quality assurance program oversight and ensuring the team's compliance in delivering CEI services. This intersection improvements project for Rock Pointe Road consists of replacing a section of Pelham Road with a new road, improving and realigning Pelham Road from its intersection with Rutledge Pike, and continuing east for approximately 750 feet, where it will reconnect to Pelham Road. The project includes the addition of sidewalks and drainage improvements, resulting in improved traffic safety and walkability, and reduced flooding impacts in the area.

TDOT | 2020 Regions 2 and 3 CEI Services On-Call Contract, Various Locations, TN: As project manager, Jeremiah is responsible for coordinating and supervising the inspection staff assigned, communicating with TDOT operations staff, developing cost estimates for work orders, and validating that services are performed in accordance with TDOT expectations.

TDOT | SR 63 (General Carl W. Stiner Highway) Environmental Services During Construction, TN: As project manager, Jeremiah is responsible for communicating with the contractor and TDOT project staff regarding erosion prevention and sediment control (EPSC) measures and applicable environmental permits.



GREGORY GOINS, PE
Principal Geotechnical Engineer

EXPERIENCE
23 years

EDUCATION
- MS, Engineering
- BS, Civil Engineering Technology

CERTIFICATIONS/LICENSES
- Professional Engineer: TN #128351

AVAILABILITY
40%

Greg has experience in a variety of projects, including buildings, bridges, retaining walls, roadways, railways, and stormwater management facilities. He has developed and directed subsurface exploration programs, including soil and rock sampling, acoustic televiewer (ATV), packer testing, and laboratory testing methods. He is also experienced in using in-situ testing equipment, including dynamic cone penetrometer (DCP), sonic borings, dilatometer tests (DMTs), and pressure meter Menard tests (PMTs). Greg is experienced in field work and drilling in areas of limited right of way (ROW), such as dense urban areas and interstate and rail ROWs. He is experienced in characterizing subsurface conditions and recommending geotechnical engineering considerations, including bridge and building foundations, mechanically stabilized earth (MSE) walls, earthwork, pavements, and stormwater management (SWM). Software Greg has used in calculations and preparing construction documents include G-STABL7 with STEDwin, AllPile, DRIVEN, MSEW, FoSSA, SLOPE/W, and GRLWEAP. His experience includes field inspection of drilled shafts and proof rolling for pavement subgrades, processing requests for information (RFIs), and reviewing shop drawings.

TDOT | 2024 Geotechnical Engineering On-Call Contract, Region 1, Various Locations, TN: Greg served as task manager for contracts under the 2020 contract and is the project manager for the current 2024 contract. He has been an integral part of all completed and ongoing tasks under these contracts, including scoping, proposal preparations, invoicing, staffing, management of field work and delivery of the final submittals to TDOT. The contract is for statewide geotechnical services and has included rock fall mitigation recommendations, soils and Geology Reports for roadway and geotechnical recommendations for bridges and retaining walls. To date, 12 task have been assigned through two contracts.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: As geotechnical manager, Greg is responsible for the overall completion of the field exploration and laboratory testing for this design-build project. He is responsible for the preparation of the Soils and Geology Report for the roadway, including geotechnical plan sheets, and preparation of bridge foundation reports and retaining wall foundation reports for soil nail, MSE, and anchored soldier pile walls. He provided review of final design calculations and shop drawings for anchored soldier pile walls, which were prepared by RK&K. During construction, Greg provided response to RFI and oversaw the review of shop drawings for soil nails and MSE walls.

NCDOT | 2023 Geotechnical, Geoenvironmental, and Foundation Testing Services LSC, Statewide, NC: Greg served as the task manager for the 2017 and 2020 contracts and is serving as the contact manager for the 2023 contract. He has been instrumental in initiating and completing all RK&K assignments, including preparing proposals, negotiations, setup, invoicing, and managing performance of the work. The contract is for the statewide implementation of various as-needed roadway and structures subsurface investigations, roadway and structure subsurface inventory and foundation recommendation reports, and retaining wall design for projects throughout the state. Currently, 21 individual tasks have been assigned through three contracts.

SCDOT | Closed and Load Restricted Bridge Package 2021-1 Design-Build, Multiple Counties, SC: As senior geotechnical engineer, Greg is providing quality control reviews of Geotechnical Engineer Reports which include design recommendations for driven H-piles and drilled shafts, roadway recommendations, and recommendations for retaining wall construction. RK&K is lead designer for eight fast-paced design-build bridge replacements. Using SCDOT's recently adopted supplemental design criteria for Low Volume Bridge Replacement Projects, RK&K is developing designs for the bridges, ranging from 80 to 130 feet in length, including obtaining "No-Rise" Certificates for all FEMA-involved bridges. The $14.9 million contract replaces the existing bridges and the associated roadway and drainage work needed to tie new approaches to the existing roadways and includes demolition, removal, and disposal of the existing bridge structures.



SIMONE METZGER, PE

Project Manager

EXPERIENCE
16 years

EDUCATION
- MS, Civil Engineering
- Masters Degree, Education
- BS, Civil Engineering

CERTIFICATIONS/LICENSES
- Professional Engineer: TN #116603

AVAILABILITY
50%

Simone is a Geotechincal Engineer experienced in developing and directing subsurface exploration programs to characterize subsurface conditions and to provide recommendations and construction considerations for geotechnical challenges. Her skill set includes slope-stability analysis, retaining wall stability analysis and design, soil stabilization techniques, shallow and deep foundation analysis and design, geotechnical data management, shop drawing review, and field support, including proof roll observations and foundation evaluations.

TDOT | On-Call Geotechnical Engineering, Region 1, Task - I-75 Interchange at SR 131 (Exit 112, Emory Road), TN: Simone was a project engineer on the task order and coordinated with subconsultant S&ME to perform drilling services for the field exploration. As part of this task assignment, RK&K realigned each of the ramps at the interchange into a diverging diamond configuration. Improvements were also be made to the front access of the businesses located along Emory Road on the east side of I-75.

TDOT | I-40 Interchange at SR-73, Wilton Springs, TN: As project manager, Simone is responsible for participating in the PDN process by actively supporting the project team, as well as developing a statement of work for the geotechnical scope of the project. Once the project is better defined, she will also be responsible for coordinating the geotechnical fieldwork and delivering the Soils and Geology Report and geotechnical plan sheets.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: Simone was the project engineer responsible for a portion of the field exploration to obtain additional subsurface data once demolition was underway, coordinating with the drillers, utilities, traffic control, police, and the contractor to perform the work under nighttime lane closures. She provided recommendations for a DMS sign structure, reviewed shop drawings for soil nail and MSE walls, evaluated impacts of roadway and structural design changes to the geotechnical recommendation, and, if required, re-evaluated global and external stability for MSE, soil nail, and soldier pile walls as well as revised geotechnical reports and drawings. RK&K is providing construction support, including field observation of wall construction and review of test results for nail/anchor testing using DeepEX software for the project.

TDOT | SIA Access Road, Telford, TN: As project manager, Simone is responsible for coordinating the geotechnical fieldwork, delivering the Soils and Geology Report and geotechnical plan sheets, and participating in the PDN process by actively supporting the project team.

City of Chattanooga | On-Call Green Infrastructure Design Plan Production (S-20-004-100), Task, Relocation of Sanitary Sewer Undercrossings along I-24, Chattanooga, TN: As the project engineer, Simone is responsible for the field exploration, including night lane closures and for preparing the geotechnical report with recommendations for two sewer crossings of I-24 using conventional trench excavation and jack and bore in soil and rock. Providing construction support, including field observation of wall construction and review of test results for nail/anchor testing.

TDOT | SR 115 (Alcoa Highway), Blount County, TN: Simone was a geotechnical engineer for this road reconfiguration, which included 26 ramps, 11 retaining walls, and cut and fill slopes. She provided field engineering for the roadway corridor and rugged embankment terrain, managed geotechnical samples and data, and performed slope stability evaluations for roadway reports.

Kindred Hospital | Kindred Healthcare Retaining Wall Design, Knoxville, TN: As a geotechnical engineer, Simone performed stability analysis and evaluation of MSE and soil nail walls for a new 260-ft long and 10-ft tall retaining wall. Once the wall type was selected, Simone designed and prepared project drawings and specifications for a Redi-Rock MSE retaining wall.



STEVE FIELD, PE

QA/QC Manager

EXPERIENCE
31 years

EDUCATION
BS, Civil & Materials Engineering

CERTIFICATIONS/LICENSES
- Professional Engineer: TN #104091

AVAILABILITY
45%

Steve is a Senior Practice Development Leader who has supported TDOT throughout his career, working with the Roadway, Structures, Environmental, Traffic Operations, Strategic Transportation Investment, and Material and Test Divisions. During his career, Steve has worked on various on-call and project-specific contracts for TDOT and municipalities. Additionally, Steve has supported 25 individual projects for the Tennessee Valley Authority (TVA) and assisted in managing a Nationwide FEMA Production and Technical Services (PTS) Risk Map contract. His experience includes designing bridges, roadways, retaining and flood walls, bridges, and dams. Steve excels at managing contracts to meet client expectations for the technical scope, budget, and quality and provides meaningful reporting using project control platforms, schedule reporting, and analytics, utilizing resource-loaded schedules and earned value management.

TDOT | On-Call Geotechnical Engineering, Region 1, Region 1, TN: As contract manager, Steve is responsible for overseeing contract execution for several on-call contracts and subsequent task orders. He assists task order managers with identifying the technical resources to complete assignments, including drilling, laboratory, and/or drafting support; developing scope of services and fee estimates; developing QA/QC plans and managing procedures and processes for proper implementation; and confirming the Department requirements and standards are met on each assigned task order.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: As deputy design manager, Steve is supporting the design manager responsible for the team providing construction plans, specifications, and reports; multi-discipline design services; design management and quality control; design field investigations; permit assistance; geotechnical analysis and testing; field engineering evaluations and analysis; right-of-way services; as-built engineering; quality control construction inspections; and review and response to submittals and requests for information.

TDOT | Bridge Inspection and Repair IDIQ, Various Counties, TN: Steve was project manager providing bridge inspection and repair designs for TDOT. The project included safety and underwater inspection of various bridges and providing repair designs and contract documents for noted deficiencies. The projects included bridge deck replacements and overlays, bridge beam replacement and strengthening, bridge superstructure and substructure widening, bridge vertical clearance adjustments, bearing and expansion joint replacements, and patching of delaminated concrete. Bridges repaired in West Tennessee also included providing seismic upgrades. Steve was responsible for developing maintenance of traffic plans and most projects were designed to keep continuous traffic on the bridges while repairs were being completed.

City of Morristown | Turkey Creek Greenway Trail - Phase 5 - SR 343 From Freddie Kyle Trailhead to Davis Street, Morristown, TN: As QA/QC manager, Steve is providing full engineering and construction administration services for this TDOT Local Program Project in downtown Morristown. This greenway/multimodal project is funded in part by a Multimodal Access Grant by TDOT and includes the overall delivery of over 2,300 feet of a 10-foot-wide multi-use path along South Cumberland within downtown Morristown.

TDOT | VE Construction Services, SR 317 Apison Pike Bridge Replacement/ Roadway VECP, Hamilton County, TN: Steve is providing QA/QC on this project involving value engineering (VE) of a bridge over Norfolk Southern Railroad, Wolftever Creek Greenway, and Spalding Drive.



JASON VAROUNIS, PE

Pavement Assessment & Design

EXPERIENCE
15 years

EDUCATION
MCE, Civil Engineering
BS, Civil Engineering
BS, Architectural Engineering

CERTIFICATIONS/LICENSES
- Professional Engineer: MD #52012

AVAILABILITY
55%

Jason is a Geotechnical Engineer with project experience involving highways, rail, and bus transit facilities; civil site work; and vertical construction for diverse municipal and public agency clients in Tennessee, Maryland, Virginia, Delaware, and Pennsylvania. He develops and executes subsurface exploration programs, performs field inspection and analysis of soil samples and well data, oversees and interprets in-situ and laboratory testing; prepares geotechnical engineering recommendations and reports; and develops designs for retaining walls, stormwater management, pavements, and other features. Jason frequently delivers these services as part of open-end, on-call, indefinite-quantity, and general engineering consultant contracts.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: RK&K was part of a design-build team contracted to design and construct highway improvements at and about the I-24/I-75 interchange in Chattanooga, Tennessee. Design elements included interchange reconstruction, mainline widening, bridge reconstruction, retaining wall construction, and drainage improvements. As a geotechnical project engineer, Jason was responsible for the development and execution of existing pavement and subgrade exploration; the design of composite pavements utilizing existing concrete rubblization with constructability, subgrade drainage, and pavement adjacency review; design of cantilevered and anchored soldier pile and lagging retaining walls; some also supported noise barriers. Walls were founded in and retain high plasticity clays, and design includes waler-aided, extended utility span between soldier piles, retaining wall and anchor constructability review, development of tieback testing program, and review of retaining wall and tieback special provisions and shop drawings. Jason reviewed the evaluations by staff for other similar structures in the project. He also provided construction phase services, addressing RFIs for obstructions and constructibility concerns in the field, and performed additional geotechnical evaluations as necessary.

Maryland Environmental Services | Fishing Creek Dam Geotechnical Report, Frederick County, MD: Maryland Department of the Environment contacted RK&K to evaluate the performance of and develop improvements for Fishing Creek Dam to meet modern requirements. The subsurface investigation included a review of as-built and previous dam improvement plans, standard penetration test borings, monitoring well installation and groundwater monitoring, and slug testing. Jason's involvement included instructing staff on in-situ borehole hydraulic conductivity (slug) testing, managing and assuring the quality of testing procedures, data collection, and reduction process, reviewing, validating, and interpreting results, evaluating the impounded and seepage prevention performance of the existing dam, and working with the team to develop and evaluate improvement alternatives.

PennDOT | District 3-0, Engineering & Environmental Open-End (E03717), Task - Roadway Borings and Pavement Cores: Jason served as geotechnical engineer for this subsurface exploration, which consisted of approximately 75 soil borings and 150 pavement cores on various state roadways and interstates over six counties in northern Pennsylvania. Engineering included the analysis of laboratory classification and CBR results and the development of recommendations for subgrade improvements as well as the preparation of data reports. Prior to fieldwork beginning, Jason assisted with the development of the subsurface exploration program. He developed the organizational structure of the project, including electronic records structure, daily field inspector-to-office reporting and communication procedures, survey data collection policies, and sample labeling and delivery procedures. Jason also served as the principal field inspector and tracked project progress. He interpreted in-situ and laboratory test results, developed geotechnical engineering properties, performed the analyses, and completed the reports for the entire project.



SCOTT BERKHEIMER, PE, BC.GE, DBIA

Pavement Assessment & Design

EXPERIENCE
17 years

EDUCATION
- MS, Civil Engineering
- BS, Civil Engineering

CERTIFICATIONS/LICENSES
- Professional Engineer: TN #123298
- Certified Design Build Professional, DBIA #D-2981
- Board Certified Geotechnical Engineer, AGP #1417

AVAILABILITY
45%

Scott is a Project Manager with RK&K's geotechnical division and has experience in the development of subsurface exploration programs, development of geotechnical recommendations, preparation of construction documents and cost estimates, and construction phase services. Scott is involved in a variety of projects, including buildings, bridges, roadways, excavation support systems, staged construction over soft and compressible soils, cast-in-place retaining walls, MSE walls, stormwater management, reinforced soil slopes, slope stability analysis, tie-backs, and failure studies. He has experience using standard soil and rock boring and testing techniques, and has worked in restricted areas such as in interstate highway rights of way. He is also experienced in using in-situ testing equipment such as dynamic cone penetrometer, water data loggers, and packer testing. He is experienced in reviewing geotechnical engineering reports, shop drawings, and other construction phase submittals.

Maryland State Highway Administration (MDOT SHA) | Geotechnical Engineering Services (BCS 2017-06A), Statewide, MD: Scott is the project manager for this open-end contract providing on-call geotechnical engineering services. Under Task 1, he supports MDOT SHA on various projects providing geotechnical expertise, reviews, concept level geotechnical recommendations, and site visits. Under Task 2, he oversees and directs slope assessments of 13 critical geo-concern locations selected from MDOT SHA's asset management database. Assessments include preparing a concept-level report based on a desktop study and site reconnaissance to identify preventative or rehabilitative measures to reduce the risk of embankment failure along with cost estimates.

Maryland Transportation Authority (MDTA) | On-Call Comprehensive Engineering and Final Design Services (AE 3033-0000), Task - I-95 Southbound Study MD 43 to MD 22, Baltimore and Harford Counties, MD: Scott served as the geotechnical project manager for this task. MDTA contracted RK&K to evaluate the existing interstate highway shoulder pavement within the project limits to support traffic as part-time travel lanes. The project limits consisted of 5.9 miles of the inside shoulder of I-95 Southbound. RK&K's evaluation included review of historic and existing subsurface information, traffic data, and Department pavement maintenance records. RK&K teamed with a subconsultant to collect and evaluate Step-Frequency Ground-Penetrating Radar (SF-GPR) data for the shoulder. RK&K analyzed the existing shoulder pavements for several proposed traffic conditions, including off-peak hour and heavy truck restrictions and estimated the remaining structural life of the existing shoulder pavements for each alternative. RK&K also developed a subsurface exploration program to verify the existing pavement and subgrade qualities.

Maryland Dept. of General Services | Civil Investigative, Design and Engineering, and Land Surveying Services (DGS-20-009-IQC), Task - Smithville Community Pond and Dam Improvements, Caroline County, MD: As geotechnical project manager, Scott performed three test borings using a barge-mounted drill rig in the Smithville Pond adjacent to the existing timber sheet pile and earthen dam and steel sheet pile weir structure. The project includes replacing an existing overflow gate in the weir structure; constructing a permanent, elevated walkway adjacent to the weir structure that will be supported on helical screw piles; and constructing a new embankment using riprap and aggregate to serve as an access ramp into the pond. The access ramp will be used by the contractor to facilitate installation of a cofferdam for the gate replacement. It will be 30' wide at the top to accommodate construction access for a crane and will have 1.5(H):1(V) side slopes into the pond. It will be approximately 10' tall from the mudline. After construction completion, the ramp will become a permanent feature to be used by the community for recreation by incorporating a cellular confinement system to facilitate a turfgrass surface. Design challenges include global stability and settlement caused by placement of the embankment and evaluating and mitigating the impacts on the existing structures from construction of the embankment.



ATEFEH ASOUDEH, PHD, PE, PMP

Engineering Testing, Analysis and Design

EXPERIENCE
17 years

EDUCATION
- PhD, Geotechnical Engineering
- MS, Civil Engineering
- BS, Civil/Water Engineering

CERTIFICATIONS/LICENSES
- Professional Engineer: TN #123264
- Certified Project Management Professional, PMI #2268676

AVAILABILITY
55%

Atefeh is a Project Manager experienced in preparing and managing geotechnical scope and proposal quantities, project schedule, and budget. Her experience includes planning and inspecting field exploration and laboratory activities and preparing calculations and design of footings, driven piles, drilled shafts, temporary shoring, noise barriers, retaining walls, reinforced slopes, settlement estimates, liquefaction assessment, slope stability evaluations, and development of ground improvement treatments. Atefeh prepares geotechnical reports containing recommendations for bridges, roadway embankments, cut slopes, retaining walls, culverts, and other design features. She has experience using MSEW, Slope/W, Slide, APILE, FB-Deep, LPILE, CLiq, FOSSA, MicroStation, AutoCAD, gINT, and GRLWEAP.

TDOT | Geotechnical Engineering On-Call Contract, Region 1, Task, Rockfall Mitigation Investigation for State Route 115, Blount County, TN: Atefeh served as geotechnical engineer for tasks in Blount County, Johnson County, and Unicoi County to identify rockfall hazards and provide mitigation recommendations for rock slopes up to 200 feet high, limited catchment, and unfavorable discontinuity orientation. Atefeh was responsible for preparing reports, identifying rockfall hazards for toppling, wedge and planar failures, raveling, and providing recommendations for mitigation. She also created plan sheets and assembled quantity estimates.

TDOT | On-Call Geotechnical Engineering, Region 1, Task, I-75/Emory Road Interchange, Knox County, TN: Atefeh was the lead geotechnical engineer responsible for planning and managing subsurface investigations; managing the drilling sub; and preparing the Soils and Geology Report and geotechnical sheets. This project consisted of realigning each of the ramps at the interchange into a diverging diamond configuration and making improvements to the front access of the businesses located along Emory Road on the east side of I-75. Two additional access drives, North Backage Road and South Backage Road, are planned behind these businesses. RK&K's services consisted of subsurface investigations with SPT soil borings, performing laboratory testing of selected soil samples, evaluating the subsurface conditions encountered in the test borings, developing geotechnical recommendations for design and construction, and submitting our findings in the Roadway Report.

TDOT | On-call Geotechnical Engineering Services Region, Task, I-75 Interchange at SR 131, Knox County, TN: Atefeh served as project manager for this task and aids the project engineer in delivering the retaining wall foundation recommendations, sign foundation recommendations, and all the geotechnical plan sheets relevant to the project. As part of this task assignment, RK&K is realigning each of the ramps at the interchange into a diverging diamond configuration. Improvements will also be made to the front access of the businesses located along Emory Rd on the east side of I-75.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: As the geotechnical engineer of record, Atefeh's responsibilities include managing geotechnical tasks; coordinating geotechnical field work; laboratory assignment for selected soil samples collected during geotechnical field work; reviewing engineering analyses; preparing and/or reviewing bridge foundation reports, retaining wall foundation reports, and the Soils and Geology Report for the roadway and geotechnical plan sheets; making geotechnical recommendations on the roadway plan sheets; and construction support for all geotechnical related matters.

NCDOT | Geotechnical, Geoenvironmental, Geophysical, and Foundation Testing Services (2017), R-2303E, Bridge Site 1, Sampson County, NC: Atefeh served as the geotechnical engineer for two bridge sites and was responsible for performing design analyses and preparing geotechnical data and engineering reports. All design was completed by AASHTO LRFD criteria.



MIMI SWEITZER, PE

Engineering Testing, Analysis and Design

EXPERIENCE
13 years

EDUCATION
- MS, Civil Engineering
- MA, MAT - Mathematics
- BS, Mathematics

CERTIFICATIONS/LICENSES
- Professional Engineer: TN #129373

AVAILABILITY
50%

Mimi is a Project Manager in RK&K's Raleigh, NC office and has previous experience working with NCDOT's Division of Highways Geotechnical Unit as a Transportation Engineering Geologist and Transportation Engineer. Mimi's experience includes foundation design using footings, driven piles, and drilled shafts; plan development of temporary shoring, noise barriers and various retaining walls, including cast-in-place concrete, MSE, soil nail, and soldier pile bulkhead walls; development of ground improvement strategies; and design of reinforced slopes using geosynthetics, soil nails, and rock anchors. She has experience using MSEW, Slope/W, APile, LPile, FoSSA, MicroStation, gINT, and GRLWEAP.

TDOT | Geotechnical Engineering On-Call Contract, Region 1, Task, Rockfall Mitigation Investigation for State Route 115, Blount County, TN: Mimi served as the geotechnical engineer for tasks in Blount, Johnson, and Unicoi Counties to identify rockfall hazards and provide mitigation recommendations for rock slopes up to 200 feet, limited catchment, and unfavorable discontinuity orientation. She led and participated in field investigations, consisting of the collection of geologic information, rock types, and structural orientations and the use of drones for inspection and 3D modeling. Mimi assessed potential for acid-producing material; utilized kinematic analyses and rockfall simulations; prepared reports identifying hazards and provided mitigation, such as scaling, blasting, rock anchors, rockfall drape, and horizontal drains; and created geotechnical details, plan sheets, and quantity estimates.

TDOT | On-Call Geotechnical Engineering, Region 1, Task, Geotechnical Services for SR 322 Roadway Improvements, TN: As project manager, Mimi coordinated subsurface investigations, including SPT borings and laboratory testing for a new bridge and roadway improvement project in Monroe County. She participated in the preparation of the Soils and Geology Report, providing recommendations for slope, subgrade, and embankment stability and geotechnical bid quantities. Mimi also performed quality control for contract drawings developed in-house using MicroStation. RK&K will be providing the Bridge Foundation Report under a new task.

NCDOT | BR-019, Geotech, NC: Mimi served as geotechnical engineer for this 5-span replacement bridge, a detour bridge, and a roadway alignment. She assisted in coordination of geotechnical explorations and participated in the preparation of geotechnical data and foundation recommendations reports. Mimi provided geotechnical roadway recommendations for slope, embankment, and subgrade stability.

NCDOT | B6051, Bridge No. 91 Over Catawba River, NC: As project manager, Mimi managed field investigations on land and barge for an 11-span bridge on US 28/74 over the Catawba River, along with roadway improvements. She participated in the preparation of data reports and provided foundation recommendations, including driven piles and drilled piers and prepared roadway recommendations for slope, subgrade, and embankment stability, including requirements for undercutting, embankment quarantines, and settlement monitoring. She also prepared plan sheets in MicroStation for rock embankments.

NCDOT | R-2566B, RWAL Retaining Wall, NC: As project manager, Mimi oversaw and participated in the design of 16 retaining walls in mountainous terrain with colluvium, residual soil, partially weathered rock, and crystalline rock; analyzed soil and rock conditions; evaluated retaining wall types; provided wall envelopes; and prepared contract drawings using MicroStation for soil nail and MSE retaining walls.

NCDOT | US 321 Widening from US 70 to US 321A, Burke/Caldwell/Catawba, NC: Mimi is the lead geotechnical engineer for this 4.8-mile roadway improvement project, which includes two railroad and five roadway bridges, including a 20-span river crossing; seven retaining walls, which include soil nail, soldier pile, and MSE; noise walls; five box culverts, including a 536-foot-8-foot-by-8-foot culvert; and reinforced soil slopes. She was responsible for planning and managing the field exploration, which included 390 borings and 62 pavement cores, on land, on barge, and on an amphibious vehicle. Mimi also prepares the geotechnical data and engineering design reports, retaining wall recommendations, and contract drawings.



MAX METRY, PE

Engineering Testing, Analysis and Design/ Geotechnical Drilling & Rock Core Site Supervision

EXPERIENCE
6 years

EDUCATION
- BS, Civil Engineering

CERTIFICATIONS/LICENSES
- Professional Engineer: TN #129411

AVAILABILITY
60%

Max is a Geotechnical Project Engineer who recently graduated from North Carolina State University. Max has held relevant internship project experience, including an internship with RK&K's geotechnical group. He was responsible for overseeing and logging the drilling for the preliminary stages of the I-40 widening project and documenting roadway issues related to pavement failure and possible geotechnical issues along the Monroe Bypass while coordinating with utility providers to proactively eliminate risks to water, gas, power, and phone lines. As an Intern with North Carolina Department of Transportation's (NCDOT) Project Management Unit, Max performed quality checks on new projects built for the new State Transportation Improvement Program (STIP). Max gained experience, including generating estimates for local, regional, and statewide projects ranging from bridge construction to highway design and the addition of bicycle and pedestrian paths, and assisting municipalities with grant applications and funding allocations.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: Max served as geotechnical engineer and designer. He prepared the boring plan and boring schedule, and coordinated with drilling and traffic control subcontractors for the geotechnical fieldwork; sent weekly traffic control requests to TDOT; reviewed field bore logs and selected soil samples for lab testing; prepared and/or reviewed G-sheets, R-sheets, detail sheets, and MicroStation drawings for the Bridge and Wall Reports; prepared the Bridge Foundation Report, the Soils and Geology Report, and the Retaining Wall Foundation Report, including MSE, soldier pile, and soil nail walls; and provided foundation recommendations, analysis, and geotechnical quantities for roadway, bridge, and retaining wall foundations.

TDOT | Geotechnical Engineering On-Call Contract, Region 1, Task, Caney Creek Bridge, Harriman, TN: Max was the lead drilling inspector and geotechnical designer. He supervised drilling operations, including collecting and logging soil samples; coordinated geotechnical fieldwork with drilling subcontractors and traffic control personnel; coordinated daily with TDOT with lane closure updates; prepared the Bridge Geotechnical Foundation Recommendations Report and MSE Wall Foundation Recommendation Report; provided foundation recommendations and analysis, including driven piles, drilled piers, and MSE walls; prepared and/or reviewed G-sheets, R-sheets, detail sheets, and MicroStation drawings for the Bridge and Wall Reports.

TDOT | On-Call Geotechnical Engineering, Region 1, Task, I-75/Emory Road Interchange, Knox County, TN: Max was responsible for entering all the boring log information into gINT software to be used in preparation of the geotechnical CADD drawings in Bentley MicroStation.

NCDOT | R-2577A - Dual Bridges over Lowery Mill Creek, NC: Max prepared the retaining wall recommendations for a proposed MSE wall in Forsyth County where a brick veneer is required in front of the precast concrete panels. This was the first brick veneer MSE retaining wall that RK&K geotechnical had worked on. Therefore, Max was responsible for creating a CADD detail sheet showing the brick veneer and adding appropriate notes to be added on plans regarding brick veneers. Recommendations for the MSE retaining wall included calculations for external stability and bearing pressure, global stability using Slope/W software, and settlement analysis using the Schmertmann Method.

NCDOT | I-95 Widening and Interchange Reconstruction Design-Build (I-5986 - I-5877), Cumberland/Harnett Counties, NC: Max was the geotechnical engineer & geologist for this $404 million design build project consisting of 16.9-miles of interstate widening and improvements from South of Bus 95/US 301 to North of SR 1002 Long Branch Road. He prepared the Geotechnical Roadway Inventory Report for Section 1 of the roadway design.



CADEN BRYAN, EIT

Engineering Testing,
Analysis & Design

EXPERIENCE
1 year

EDUCATION
- BS, Geological Engineering

CERTIFICATIONS/LICENSES
- Engineer in Training: AL #EI51091

AVAILABILITY
60%

Caden recently joined RK&K in our Nashville, Tennessee location as a Geotechnical Engineer. He earned his bachelor's degree from The University of Mississippi. Prior to joining RK&K and while obtaining his degree, Caden worked as a field engineer ensuring that designs were installed as planned on project sites.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: As a geotechnical engineer, Caden was responsible for shop drawing review and foundation assessment for overhead sign structures during the construction phase for this project that modifies the I-75 interchange at I-24, widens the I-24 and I-75 roadway in each direction, and replaces bridges at I-24 at McBrien Road, I-24 at S. Moore Road, and I-75 over the CSX Railroad.

TDOT | SIA Access Road, Telford, TN: As a geotechnical engineer, Caden is responsible for assisting with report findings of the field investigation and slope stability analyses.

TDOT | On-Call Geotechnical Engineering, Region 1, Task - Geotechnical Services for SR 322 Roadway Improvements, TN: As a geotechnical engineer, Caden is responsible for the preparation of soils and geography reports and geotechnical sheets.

NCDOT | BR-0078, Greensboro, NC: As a geotechnical engineer, Caden is responsible for completing the Roadway Subsurface Investigation Inventory Report. This includes compiling all completed borings, using OpenRoads Designer to produce cross sections showing the borings along the various alignments, and reporting on findings from the investigation. The project involves roadway design for construction of a proposed 0.4-mile roadway and construction recommendations for replacement of two bridges, two retaining walls, a pedestrian culvert, and a detour structure.

NC Turnpike Authority | R-2829A_E Wake Expressway Design-Build, Task, I-40 to South of Rock Quarry Road, Raleigh, NC: As a geotechnical engineer, Caden was responsible for helping prepare calculation packages for proposed MSE walls and producing design drawings for this design-build project consisting of 4.4 miles of expressway with two full interchanges. As lead designer, RK&K is responsible for project administration and coordination; early submittal packages; roadway, hydraulic, and structural designs; erosion control; permitting; geotechnical services and traffic management pavement marking; signing; ITS; AET and gantry plans; signal plans; utility coordination, conflict resolution, and design; railroad coordination; noise reports; right-of-way acquisition; and post design construction phase services.



JEFF OBRECHT, PG, CPG

Environmental Services/Testing

EXPERIENCE
42 years

EDUCATION
- MBA, Business
- BA, Geology

CERTIFICATIONS/LICENSES
- Professional Geologist: PA #PG000138G
- Certified Professional Geologist, AIPG, 8245
- Nuclear Radiation Safety & Use of Nuclear Gauges, CPN

AVAILABILITY
45%

Jeff is a multi-state licensed professional geologist, leads RK&K's environmental, health, and safety clients services, and will be our environmental lead. He has demonstrated a thorough understanding of environmental due diligence and NEPA documentation requirements of transportation improvement projects, collaborating with other design professionals to complete innumerable projects firm-wide. Jeff will be supported by talented task leaders for specialty areas.

PennDOT | E04652 WO12- Environmental Engineering for I-95 Sectors A and B, Philadelphia, PA: Jeff is a task manager and technical lead as a subconsultant to AD Marble supporting District 6-0's objectives for soil management, including beneficial reuse of marginal-impacted soil among multiple construction sections of I-95. He supports various construction management and design staff in preparation of waste management specifications, cost estimates, constructability assessment, and contaminated soil beneficial reuse and transfer to third parties.

Liberty Property Trust | Phase I Environmental Site Assessment Lots 11 and 12 - 28.92 acres undeveloped land, Capitol Heights, MD: Jeff provided a technical review of Phase I Environmental Site Assessment and Phase II contaminant investigation supporting property acquisition. The project included finding identified former mining operations and industrial waste materials disposal. Sampling/testing identified minimal impacts and recommendation included as-needed unforeseen contaminated materials management during redevelopment.

Maguire Hayden Real Estate Company | Phase I Environmental Site Assessment and Level I Property Condition Assessment, Hatfield, PA: Jeff was the technical review and quality control lead for Phase Environmental Site Assessment (Phase I ESA) for industrial property transfer and redevelopment. He identified no reported or observable evidence of spill or release of regulated substances, but historic potential limited soil impact associated with railroad spur servicing existing business shipping.

PennDOT | Strategic Recycling Program Support Services (E04356), Statewide, PA: Jeff was the lead technical consultant responsible for identifying recycled materials options for transportation projects offering engineering and/or cost advantages for the innovative reuse or repurposing of bulk materials. Key components included evaluating concrete aggregate, cullet, contaminated soil, tires, foam glass, and other materials for cross project reuse opportunities.

PennDOT | E03905 SR 115 Corridor Safety Improvements, Monroe County, PA: Jeff served as the technical lead and quality control for this project involving the assessment of potential impacted soil and groundwater for planned road improvements. He identified several potential concerns in a Publication 281 Phase I Environmental Site Assessment that were subsequently addressed through Phase II/III sampling including pre-demolition hazardous materials survey of two structures to be demolished; geophysical survey for suspect abandoned UST, and soil sampling in areas of planned excavation and stormwater management where former leaking USTs had been present. Investigation identified limited impacts and soil could be reused in planned construction.



FAITH BAGGS

Geotechnical Drilling &
Rock Core Site Supervision

EXPERIENCE
1 year

EDUCATION
- BS, Geoscience

CERTIFICATIONS/LICENSES
- N/A

AVAILABILITY
65%

Faith is a recent graduate with a deep passion for the geology field, bringing hands-on experience in geological exploration, mapping, GIS, environmental geology, and soil conservation. She has a broad range of field experience, including surveying techniques and mineral identification, and is eager to apply her problem-solving, leadership, and teamwork skills to the geoscience industry.

TDOT | On-Call Geotechnical Engineering, Region 1, TN: Faith is a geologist on this on-call contract and has provided services on several task orders, including the following:

- **SR 322 Roadway Improvements:** Faith was responsible for updating and integrating report data into a plan-in-hand report, ensuring all information was accurate and current to support project planning and execution. She worked closely with project teams to reflect changes and updates in the final documentation.
- **I-75 Interchange at SR 131 (Exit 112, Emory Road):** Faith was responsible for preparing detailed reports for high mast lighting, CCTV, and retaining wall projects. She compiled information on geology, soils, site conditions, surface and subsurface explorations, geotechnical evaluations, and construction considerations to support project planning and design.
- **SR 322 Bridge Replacement:** Faith was responsible for assembling data for a bridge foundation report. She contributed to a review of site conditions, subsurface explorations, geotechnical recommendations, and geotechnical plan sheets for the improvements of the SIA: Industrial Access Supporting Red Stag Fulfillment Center.
- **SIA Access Road:** Faith was responsible for performing pre-investigation for site geology and soil profiles and creating a drill plan for upcoming field work to acquire foundation samples. She performed on site soil and rock identification and transferred samples to the office for investigation. Further responsibilities included assemblage of surface and subsurface investigative information to compile into a Soils and Geology Report to support construction of the access road.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: As a geologist, Faith is responsible for continuous updates for anchor testing and inclinometer data, ensuring accurate and timely information for ongoing geotechnical monitoring and analysis for this design-build project that modifies the I-75 interchange at I-24, widens the I-24 and I-75 roadway in each direction, and replaces bridges at I-24 at McBrien Road, I-24 at S. Moore Road, and I-75 over the CSX Railroad.

NC Turnpike Authority | R-2829A_E Wake Expressway Design-Build, Task, I-40 to South of Rock Quarry Road, Raleigh, NC: As a geologist, Faith was responsible for handling rock core labeling and the entry of geological data into the system, ensuring accurate identification and documentation of core sample recovery to support geological analysis and reporting for this design-build project consisting of 4.4 miles of expressway with two full interchanges.

NCDOT | 2023 Geotechnical, GeoEnvironmental, and Foundation Testing Services LSC, Statewide, NC: Faith is a geologist on this on-call contract. To date, she has worked on one task order (BR-0078), where she performed data entry and was responsible for accurately inputting and managing geological information to support project documentation and analysis.

City of Raleigh, NC | Six Forks Road Improvements, Raleigh, NC: As a geologist, Faith is responsible for preparing a comprehensive inventory report, highlighting the soil and rock profiles at various locations. She identified sensitive areas that could impact construction and provided valuable data to assist in planning and execution of road improvements for this project widening Six Forks Road from Lynn Road to Rowan Street.



JIM MIZE, PG
Geotechnical Drilling &
Rock Core Site Supervision

EXPERIENCE
7 years

EDUCATION
- MS, Geology
- BS, Geological Sciences

CERTIFICATIONS/LICENSES
- Professional Geologist: TN #6193

AVAILABILITY
60%

Jim is a Project Geologist in RK&K's Raleigh, NC office. His responsibilities include geotechnical investigation and design for several highway, road, and bridge projects, as well as geoenvironmental investigation, including Phase 1 environmental assessments and acid rock drainage mitigation. Jim has been involved in a variety of roadway projects, including bridges, roadways, retaining walls, MSE walls, noise walls, and slope stabilization. He has experience assessing and classifying soils and rocks, assessing geoenvironmental hazards and potential impacts to transportation projects, and has worked in restricted areas such as in interstate highway and city rights of way. He is also experienced using in-situ testing equipment such as cone penetrometer, electrical resistivity, and water data loggers. He is experienced in software programs, including gINT, MicroStation, ArcMap and ENVI, and has experience coding in Matlab, Python, and Javascript.

TDOT | On-Call Geotechnical Engineering Region 1, Task, I-75/Emory Road Interchange, Knox County, TN: Jim's responsibilities included leading the field subsurface investigation, coordinating between drilling, utility locating, and traffic control crews to maintain a robust project schedule, and drafting and assembling the subsurface inventory report following the field investigation. The challenges on this project included correct identification of variable geology in karst terrain, coordinating between 3 different subcontractors to complete the drilling, and maintaining safe working conditions on all sides of a very busy intersection.

TDOT | Geotechnical Engineering On-Call Contract, Region 1, Task, Rockfall Mitigation Investigation for State Route 115, Blount County, TN: Jim was the field investigator for this project, which involved the stabilization and rockfall mitigation on 5 rock slopes in Blount County, TN. This project included measurement and documentation of orientation of bedding, fracturing, and joint planes in the rock slopes to evaluate prevalence and type of slope failure at each of the five sites. This project also included re-rating a slope that had recently failed based on the new surface. After the field investigation, modeling of rockfalls slope failures was used to design rockfall mitigation to reduce the risk of debris entering the roadway.

TDOT | I-75 at I-24 Phase 2 Design Build, Hamilton County, TN: As geologist and CADD technician for this project, Jim's responsibilities include creating graphics and reports for roadway, bridge, and wall investigations and reviewing and quality control for field reports of drilling activities. Challenges for this project — which modifies the interchange, widens each interstate, and replaces 3 bridges — include an aggressive schedule, work along high-traffic interstate roadways, and night time work along roadways.

NCDOT | 2020 Geotechnical, Geoenvironmental, and Foundation Testing Services Limited Services Contract, Statewide, NC: Jim provided a large variety of services for these 9 (and counting) different projects. Jim's tasks included planning subsurface investigations, drilling inspection for land and barge borings, quality control/review of drilling logs, and preparation and quality control/review of geotechnical roadway and structural reports.

NCDOT | I-911A, I-40 over Yadkin River Design-Build, Davie & Forsyth Counties, NC: Jim was the drilling inspector and geologist for this design-build project consisting of 3.8 miles of interstate widening and the I-40 over the Yadkin River bridge replacement. He assisted in the preparation of geotechnical subsurface inventories for the roadway, the 8-span Yadkin River bridge supported by H-piles, battered pipe piles, and drilled shafts, a pedestrian bridge supported by spread footings on MSE walls, reinforced steepened slopes, culverts, and four noise walls totaling 6,700-feet. The project included nearly 200 borings with night drilling and lane closures, and drilling from a barge in the river.

NCDOT | US 17 Business/NC 37 Perquimans River Swing Span Bridge Design-Build (R-4467), Perquimans County, NC: Jim was the drilling inspection and lead geologist for this design-build project consisting of replacing the swing span bridge and bridging the existing causeway between Hertford and Winfall, NC. He performed drilling inspections, including land and barge drilling, and prepared geotechnical data reports for the roadway, bridge, and retaining walls. The project included a new swing span bridge and a 27-span 2,495-foot fixed span bridge.



PATRICK FALLON, PG

Geotechnical Drilling &
Rock Core Site Supervision

EXPERIENCE
6 years

EDUCATION
- BS, Geology

CERTIFICATIONS/LICENSES
- Professional Geologist: NC #2932

AVAILABILITY
60%

Patrick is a Geologist whose responsibilities include performing geotechnical investigations for transportation projects, as well as geoenvironmental investigations, including Phase 1 environmental site assessments. Patrick has been involved in a variety of transportation projects, including drilling for roadway widening and realignment, bridges, culverts, retaining walls, noise walls, and greenways. He has experience assessing and classifying soils and rocks, assessing geoenvironmental hazards and potential impacts to transportation projects. He is experienced in software programs, including gINT, MicroStation, and AutoCADD.

TDOT | On-Call Geotechnical Engineering, Region 1, Task, Geotechnical Services for SR 322 Roadway Improvements, TN: This task included signalization of the southbound ramp interchange, realignment of SR-322, construction of a new bridge, and the demolition of the existing bridge once the new bridge is complete. As a geotechnical CADD technician, Patrick prepared the Soils and Geology Report and geotechnical plan sheets for the SR-322 and I-75 Interchange in Monroe County, TN. This project included the widening of SR-322 and the construction of a new bridge over I-75.

TDOT | I-75 Interchange at I-24 Phase 2 Design-Build, Hamilton County, TN: Patrick served as the drilling inspector and geologist for this design-build project consisting of the widening of I-24 and I-75, replacement of multiple bridges over I-24 and on I-75, and construction of new retaining walls and noise walls. He conducted a geotechnical investigation within the Valley and Ridge Physiographic Province of the Appalachian Mountains; and communicated and directed traffic control along I-24, I-75, and side roads. Challenges on this project included navigating through changing subsurface conditions, mitigating traffic danger along high-speed interstates, and communicating with project managers and subcontractors on opposite shifts. Patrick also helped with creating geotechnical plan sheets for roadway, retaining wall, bridge, and noise wall geotechnical reports; and assisted with creating the Soils and Geology Report.

NCDOT | US 74 Shelby ByPass, Geotechnical Subsurface Explorations and Inventory Reports, NC: Patrick was a drilling inspector and geologist for this project in Mooresboro, NC. He communicated with and obtained permission from property owners to drill on their property and conducted a geotechnical investigation in the Piedmont terrain. Challenges on this project included heavy vegetation, difficult access to investigation sites, and mitigating traffic danger along a low visibility/high-speed highway.

NCDOT | B-5831 Bridge, New Hope, NC: Patrick was a geologist for this project, which includes the replacement of the I-77 bridge over the Yadkin River. He helped the lead geologist in collecting soil and rock samples and coordinate traffic control.

NCDOT | Triangle Innovation Point Roadway Network Improvements (Project Blue - Mega-site Division 8), Moncure, NC: Patrick served as the drilling inspector and geologist. He communicated with and obtained permission from property owners to drill on their property and conducted a geotechnical investigation in the Triassic Basin region of North Carolina. Patrick also communicated and directed traffic control while drilling along US-1; and assisted with performing a geotechnical subsurface inventory for construction of a 40-foot tall, 350-foot span bridge for the proposed interchange with Old US-1.

NCDOT | 2021 Comprehensive Environmental Analysis Unit Services, Task, Pea Island National Wildlife Refuge Sand Surveys 2022, Dare County, NC: Patrick served as the field investigator, monitoring the effects of the permanent groin at the northern end of Pea Island in the North Carolina Outer Banks. This project collects and tests beach sand from Pea Island National Wildlife Refuge to quantify any changes that occur to the natural environment because of construction efforts by NCDOT. This includes preparing for sample collection, conducting the survey over a 12-mile stretch of beach while minimally disturbing threatened and endangered wildlife, and delivering samples to laboratories.

ETS
ENGINEERING & TESTING SOLUTIONS

ZACH LOONEY, EI

Drilling and Rock Coring

EXPERIENCE
9 years

EDUCATION
- BS, Civil Engineering

CERTIFICATIONS/LICENSES
- EIT: TN
- TN Commercial Drivers License
- ACI Level I Concrete Testing Certification

AVAILABILITY
40%

Zach has performed consulting services on several geotechnical explorations and foundation investigations ranging from multi-story steel structures, schools, churches, motels, cellular towers, and residential structures. His areas of experience include foundation observations, sinkhole remediation, french drain installation, and quantifying rock excavation.

Zach has performed drilling services for numerous sinkhole forensic evaluations on existing structures, including residential and commercial sites. His duties include drilling and laboratory coordination, evaluating and analysis of drilling and laboratory data, and preparation of geotechnical reports.

In addition to the duties listed above, Zach has performed the following:

- ✓ Geotechnical drilling and soil sampling with various drill rigs
- ✓ Rock coring techniques
- ✓ Environmental drilling for Phase II reports
- ✓ Stabilization of unsuitable soils using various geosynthetics
- ✓ Sinkhole remediation
- ✓ Pavement design and analysis
- ✓ Cut and fill slope recommendations
- ✓ International Building Code seismic site classifications
- ✓ Foundation observations and remedial recommendations
- ✓ Remedial recommendations for subgrade support
- ✓ Segmental wall observations and recommendations

ETS
ENGINEERING & TESTING SOLUTIONS

CODY HUNTER

Foundation Analysis & Testing

EXPERIENCE
6 years

EDUCATION
- BS, Biosystems Engineering

CERTIFICATIONS/LICENSES
- Nuclear Gauge Safety Certification
- Hazmat Certification
- ACI Level I Certification
- OSHA 10-Hour Outreach Training Program – Construction
- NICET Construction Materials Testing – Soils – Level I
- Tennessee Erosion Prevention and Sediment Control – Level I

AVAILABILITY
60%

Cody has performed consulting services on several geotechnical explorations and foundation investigations ranging from multi-story steel structures, schools, churches, motels, and residential structures. His areas of experience include foundation observations, french drain installation, sinkhole remediation, slope stability, design of segmented retaining walls, and quantifying rock excavation.

Cody has performed forensic evaluations on existing structures, including residential and commercial sites. His duties include drilling and laboratory coordination, evaluating and analysis of drilling and laboratory data, and preparation of geotechnical reports. Typical reports include sinkhole remediation recommendations, site preparation recommendations, typical flexible and rigid pavement sections, soil parameters, and foundation recommendations.

In addition to the duties listed above, Cody has performed the following:

- ✓ Stabilization of unsuitable soils using various geosynthetics
- ✓ Building settlement remediation
- ✓ Sinkhole remediation
- ✓ Cut and fill slope recommendations
- ✓ Retaining wall parameters and recommendations (concrete and CMU walls)
- ✓ Maintained ETS's AASHTO-accredited Quality Control Program

JOSHUA BAINES, EIT

Drilling and Rock Coring

EXPERIENCE
16 years

EDUCATION
- MS, Civil Engineering
- BS, Civil Engineering

CERTIFICATIONS/LICENSES
- EIT: TN #25877

AVAILABILITY
40%

SR-28 from South of Humble Cemetery Road to 5-Lane in Pikeville, Bledsoe County, TN: As geotechnical engineer/associate project manager, Joshua is responsible for field activities and exploration drilling of roadway for widening of SR-28 roadway in Bledsoe County Tennessee. Access for drill rigs was in included, clearing utilities, scheduling drill rigs, and property access issues.

I-65 Widening Project from near SR 41 (US 31W) to past SR 257 (Exit 104), Sumner/Robertson Counties, TN: Joshua served as geotechnical engineer/associate project manager responsible for field activities and exploration drilling of roadway, retaining wall, and rock cuts for a 5.8 mile section of I-65 in Sumner and Robertson Counties in Tennessee. Access for drill rigs was included, clearing utilities, scheduling drill rigs, coordinating traffic control with TDOT, property access issues, and logging soils. Joshua also performed analyses and provided recommendations for the roadway and wall additions to the project.

SR-115 (US 129) Project 3, Blount County, TN: Joshua was the geotechnical engineer responsible for field activities and exploration drilling of 7 bridges needed for the realignment of SR-115 in Blount County, Tennessee. Access for drill rigs was included, clearing utilities, scheduling drill rigs, property access issues, and logging soils. Joshua also performed analyses and provided recommendations for bridges to the project.

SR-126 from East Center Street to East of Cooks Valley Road, Sullivan County, TN: Joshua was the geotechnical engineer responsible for field activities and exploration drilling of roadway, retaining walls, cuts, for completion of the SR-126 roadway improvements in Sullivan County, Tennessee. Access for drill rigs was in included, clearing utilities, scheduling drill rigs, and coordinating traffic control with TDOT and the City of Kingsport, property access issues, and logging soils. Joshua also performed analyses and provided recommendations for retaining wall additions to the project.

SHANE PIKE

Foundation Analysis & Testing

EXPERIENCE
22 years

EDUCATION
- BS, Civil Engineering

CERTIFICATIONS/LICENSES
- Professional Engineer: TN #110822
- 10-Hour OSHA Safety Training
- S&ME Radiation Safety Officer
- FACE F-Number Measurement using the Dipstick Floor Profiler
- PTI #11100740, Level 1 Unbonded PT, Field Installation
- TDOT Asphalt Concrete Certified Plant Technician

AVAILABILITY
60%

TDOT | Contract CNX358 (Hamilton County), Chattanooga, TN: Shane was the project manager for observations during concrete placement and crosshole sonic logging (CSL) testing to evaluate concrete integrity of drilled shafts for two bridges associated with reconstruction of the Interstate 75 Interchange at Hamilton Place Mall. Bridge 2 includes two 78-inch diameter drilled shafts, one each in Bents 9 and 10. Bridge 3 includes two 84-inch diameter drilled shafts, one each in Bents 4 and 5. At completion of field testing, an analysis of the data will be performed (including 3D tomography) and reports prepared that presented our findings and recommendations.

TDOT | Contract CNV300 (Cumberland & Fentress Counties), Clarkrange, TN: Shane was the project manager for observations during concrete placement and crosshole sonic logging (CSL) testing to evaluate concrete integrity on eight 114-inch diameter drilled shafts for a five-span bridge on State Route 28 over Clear Creek. At completion of field testing, an analysis of the data will be performed (including 3D tomography) and reports prepared to present our findings and subsequent recommendations.

TDOT | Contract CNT014 (Knox County), Knoxville, TN: As project manager, Shane oversaw the observations during concrete placement and crosshole sonic logging (CSL) testing to evaluate concrete integrity of drilled shafts for two bridges associated with reconstruction of State Route 1 (Broadway Viaduct) over Southern Railroad. Bridge 1 included sixteen 72-inch diameter drilled shafts, four each in Bents 1-4. Bridge 2 included eight 72-inch diameter drilled shafts, four each in Bents 1-2. At completion of field testing, an analysis of the data was performed (including 3D tomography) and reports prepared that presented our findings and recommendations.

TDOT | Contract CNS234 (Anderson County), Clinton, TN: Shane was the project manager for observations during concrete placement and crosshole sonic logging (CSL) testing to evaluate concrete integrity on two, 78-inch diameter and four, 114-inch diameter drilled shafts for a portion of the interior bents of a seven-span bridge on US 25W (State Route 9) over the Clinch River. At completion of field testing, an analysis of the data was performed (including 3D tomography) and reports prepared that presented our findings and subsequent recommendations.

PART V: PROJECTS AND WORKLOAD



On-Call Geotechnical Engineering, Region 1
Multiple Counties, TN

Client Name: TDOT

Reference: Lori Fiorentino, 865.594.2704, Lori.Fiorentino@tn.gov

Start Date: July 2020; Reselected July 2024
Completion Date: Ongoing

Initial Budget: Varies
Final Cost: Varies

RK&K is currently one of four consultants on the 2020-2025 TDOT Region 1 Geotechnical On-Call contract. RK&K was reselected for this contract for 2024 through 2029. To date, two tasks have been assigned through this contract, which have not yet started. The contract consists of various as-needed geotechnical assignments within TDOT's easternmost region and may include surface and subsurface explorations, engineering recommendations and design for rock slopes, rockfall stabilization, sinkhole assessment and mediation, and roadway and bridge projects. Assignments may also include retaining wall design and plan preparation. S&ME is RK&K's exclusive subconsultant for drilling and laboratory services for this contract. Tasks include:

State Route 115 (US 429) Rockfall Mitigation, Blount County, TN: RK&K investigated and provided recommendations for the mitigation of rockfall hazards of five sites along State Route 115 (US 129). One report was prepared for each site. The sites are located at 11.1, 14.5, 14.7, 15.07, and 16.4 miles west of the North Carolina state line. The rock slopes were up to 200 feet high with slope angles ranging from 40 to 70 degrees. The investigation consisted of the collection of geologic information, including identification and classification of various rock types as well as recording structural orientations and relationships. Visual observations were made and recorded of various types and locations of rockfall hazards present in the slopes. Drone technology was utilized to enhance the ability of the inspection team to document existing conditions, as well as reduce the need for staff to scale or hike rock slopes during the site investigation. Samples of rock were collected from multiple locations and all rock types were laboratory tested for chemical analysis to quantify acid-producing and self-neutralizing potential of the rocks. Rock fall hazard ratings according to TDOT's Rockfall Hazard Rating System were prepared.

Rockfall hazard evaluation included assessment of the catchment areas and conduction rockfall simulations with the Colorado rockfall simulation program. Failure mechanisms identified at these sites included toppling, planar, wedge, raveling, and differential weathering. Orientations of discontinuities measured in the field were plotted on stereonets to show relationships of the observed failure mechanisms. Data from the field was imported into Stereonet v. 11 software and plotted onto equal area stereonet projections.

Mitigation recommendations included manual scaling, trim blasting, rockfall slope drape, pattern bolting, spot bolting, and horizontal drains. In addition to the geotechnical reports, RK&K prepared geotechnical plan sheets, estimated quantities, and estimated right-of-way easements.

Caney Creek Bridge over Caney Creek, Roane County, TN: RK&K performed geotechnical exploration and provided recommendations for replacing Caney Creek Bridge over Caney Creek and constructing three retaining walls along Caney Creek Road.

State Route 36 (US 19W) Rockfall Mitigation, Unicoi County, TN: RK&K investigated and provided recommendations for the mitigation of rockfall hazards at LM 6.3 on State Route 36, located eight miles southwest of Erwin, TN.

State Route 159 (US 321) Rockfall Mitigation, Johnson County, TN: RK&K investigated and provided recommendations for the mitigation of rockfall hazards of three sites along State Route 159, located approximately 20 miles west of Boone, NC.





I-75 Interchange at I-24 Phase 2 Design-Build
Hamilton County, TN

Client Name: TDOT

Reference: Jeff Blevins, 423.510.1218, jeff.blevins@tn.gov

Start Date: February 2022
Completion Date: December 2025 (Estimated)

Initial Budget: $7.5M (Fee)
Final Cost: TBD (Currently Within Budget)

As the lead designer on this project, RK&K is providing construction plans, specifications, and reports; multi-discipline design services; design management and quality control; design field investigations; permitting; geotechnical analysis and testing; field engineering evaluations and analysis; right of way services; as-built engineering; quality control construction inspections; and review and response to submittals and requests for information.

This project modifies the I-75 interchange at I-24, widens the I-24 and I-75 roadway in each direction, and replaces bridges at I-24 at McBrien Road, I-24 at S. Moore Road, and I-75 over the CSX Railroad. RK&K developed a pavement design consisting of rubblizing the existing concrete pavement, saving time and providing a sustainable approach to the work.

Since the project is located within a highly-developed urban corridor, tying to existing drainage features and performing outfall analyses was important to ensure adequate conveyance downstream. This was constantly taken into account when designing the new proposed upstream systems in order to allow for proper roadway cover over all pipes and box depths. Temporary drainage was vetted during the proposal and designed for the traffic control stages. This critical aspect prevented unwanted spread in the travel lanes or ponding during intermediate construction times. There were two RCBCs that were modeled in addition to FEMA coordination. Jurisdictional impacts for streams and wetlands were determined in order to obtain the 401 and 404 environmental permits.

Other design features include developing an early start package (ESP) for construction to facilitate the overall traffic management plan for the project. This includes demolishing and constructing the center pier of the S. Moore Road and McBrien Road bridges over I-24 and implements a unique traffic control scheme using a Texas U-turn utilizing a free flow lane along North and South Terrace, Belvoir Avenue, and Spring Creek Road, eliminating all right of way through design and allowing both bridges to be constructed simultaneously. Additionally, design includes development of combination noisewall/retaining wall structures.

Our structures team, led by Jeremy Keene, completed the design of three bridges and several culverts on the projects. The bridges included:

- S. Moore Road over I-24: 91’ x 184’ long two-span bridge with a cast-in-place deck on 48” x 30” prestressed box beams.
- McBrien Road over I-24: 80’ x 201’ long two-span bridge with a cast-in-place deck on 36” prestressed Florida I-Beams, which were utilized to meet vertical clearance without needing to raise the intersections of North and South Terrace on either bridge end.
- I-75 over CSX: 176’-3” x 216” long two-span bridge with a cast-in-place deck on 48” x 30” prestressed box beams.

RK&K is developing the geotechnical design for foundations of the proposed retaining walls, bridges, noise walls, and roadway subgrade. Geotechnical deliverables include bridge foundation reports and plan sheets, Soils and Geology Report and plan sheets, and retaining wall foundation reports and plan sheets. RK&K will also install a slope inclinometer at a location along I-24 with a susceptible landslide issue, thereby monitoring any movement of the slide and collecting information to aid in designing slide stabilization measures.

Design development started in December of 2022 and is currently in the RFC stage with projected completion of all design and permits received by October 2023. Early start construction began in July of 2023.





Knox County, TN CEI Services
Knoxville, TN

Client Name: Knox County Government

Reference: Brian Hubbs, 865.215.5753, brian.hubbs@knoxcounty.org

Start Date: November 2022
Completion Date: November 2027 (Estimated)

Initial Budget: Varies per Task Order
Final Cost: Varies per Task Order

RK&K provided CEI inspection staff responsible for daily inspection oversight of the contractor's work. The project consisted of two new turn lanes along Murphy Road and included new storm drainage, signage, milling, and paving improvements along the project corridor.

Murphy Road Improvements: RK&K provided CEI inspection staff on this project, delivering daily inspection oversight of the contractor's work. The project consisted of two new turn lanes along Murphy Road and included new storm drainage, signage, milling, and paving improvements along the project corridor.

Asphalt Paving: RK&K is providing on-call services for Knox County Engineering and Public Works on paving projects, including subdivision pavement applications to Knox County public roads. RK&K works directly with Knox County staff and contractors to schedule and provide CEI services as needed per the project plans and specifications.





2023 Geotechnical, Geoenvironmental, and Foundation Testing Services LSC Statewide, NC



Client Name: NCDOT

Reference: Cheryl Youngblood, LG, CPC, 919.707.6873, cyoungblood@ncdot.gov

Start Date: April 2023
Completion Date: Ongoing

Initial Budget: $1M
Final Cost: $1M

RK&K is currently contracted by the NCDOT as an on-call consultant to perform various as-needed bridge and roadway subsurface explorations, roadway and bridge geotechnical data and engineering reports, and retaining wall design for projects throughout the state.

W-5701B: Roadway Investigation, Inventory and Recommendations: This project consists of 3.6 miles of roadway improvement and upgrades of existing US 158 to a superstreet. RK&K performed 64 hand auger borings and prepared the roadway Subsurface Inventory and Recommendations Reports. Laboratory testing was performed by Froehling & Robertson.

B6051: Bridge No. 91 Over Catawba River: RK&K was tasked with performing the subsurface investigation and design for the replacement of the 11-span bridge on US 29/US 74 over the Catawba River, and roadway improvements. The subsurface investigation included a total of 80 SPT soil borings with rock core. Access of 40 borings for the bridge and four borings associated with the roadway improvements was completed via a barge mounted drill rig. RK&K worked with Duke Energy, the Town of Belmont, the Lake Wylie Marine Commission, and North Carolina Wildlife Resources Commission for permitting and access to the river. RK&K prepared slope recommendations to be used for preparation of the ROW plans. Upon completion of the field work and laboratory testing, RK&K prepared Roadway and Bridge Subsurface Inventory reports, a Roadway Recommendations Report, and Bridge Foundation Recommendations. Laboratory testing was performed by S&ME.

BR-019: RK&K was tasked with providing geotechnical services for the design of a five -span replacement bridge, a detour bridge, and a roadway alignment. The exploration consisted of 12 soil and rock core borings for the proposed replacement bridge and detour bridge. This included six borings drilled for the interior bents, which were proposed to be on augered shaft foundations. Laboratory testing, consisting of unconfined compression of rock core, and soil moisture and classification testing were used for this project. Upon completion of the drilling and laboratory testing, RK&K prepared final boring logs.

R-2577A - Dual Bridges over Lowery Mill Creek: RK&K performed SPT soil borings with rock coring for the proposed two-span dual bridges on US 158 over Lowery Mill Creek. RK&K prepared a bridge subsurface inventory report, and will prepare bridge foundation recommendations, upon receipt of the preliminary general drawings and structural loads. RK&K also prepared retaining wall recommendations using the previously submitted Inventory Report and prepared temporary shoring recommendations. Drilling was performed by Summit Design and Engineering, and laboratory testing was performed by S&ME.

U-6146 - Geoenvironmental Phase II Investigations: This project included replacement of Bridge No. 82 and widening of US 29/US 75 (Wilkinson Boulevard). RK&K conducted individual geoenvironmental Phase II investigations of two sites suspected of being former gasoline and/or service stations. The investigations were conducted within the proposed ROW and easements to be acquired by NCDOT for widening Wilkinson Boulevard in the vicinity of the bridge. Our services included geophysical testing to search for underground storage tanks, Geoprobe® push-probe drilling and sampling, and on-site analysis for total petroleum hydrocarbons (TPH-DRO & TPH-GRO), benzene, toluene, ethylbenzene, and total xylenes (BTEX), total aromatic hydrocarbons, the EPA 16 Priority-Pollutant Polycyclic Aromatic Hydrocarbons (PAHs), and benzo(a)pyrene (BaP). Our findings and recommendations in our reports for each site were presented and accepted by NCDOT. Drilling and sampling was performed by Carolina Soil Investigations.

BR-0078: Replace Bridge 400292 and 400467 on US 220 over US22SBL and SR 1452, Greensboro, NC: The project involves roadway design and construction recommendations for the replacement of two bridges, two retaining walls, a pedestrian culvert, and a detour structure. The proposed project is approximately 0.4 miles in length, starting approximately 0.02 miles east of the Westover Terrace overpass of US 220 (Wendover Ave).

Replacement of Cumberland Gap Creek Wilderness Road Trail Bridge
Ewing, VA



Client Name: National Park Service

Reference: Joseph Litaker, 980.218.0251, joseph.litaker@bdiamonddesigns.com

Start Date: January 2024
Completion Date: October 2024

Initial Budget: $40,000 (Engineering Fee)
Final Cost: $584,000 (Construction)





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

ETS is supporting RK&K on this project by providing laboratory testing for all construction materials for this project.

Additionally, ETS has observed foundation excavations as they relate to the suitability for support of the proposed pedestrian bridge and has provided construction materials testing for the pedestrian bridge project.

ETS' services have varied from foundation and reinforcing steel observations, subgrade recommendations, dewatering recommendations (temporary & permanent), concrete testing, and material gradations.



Ridge Road Slope Failure
Sevierville, TN

Client Name: City of Sevierville Public Works

Reference: Bryon Fortner, 865.680.7729, bfortner@blalockconstruction.com

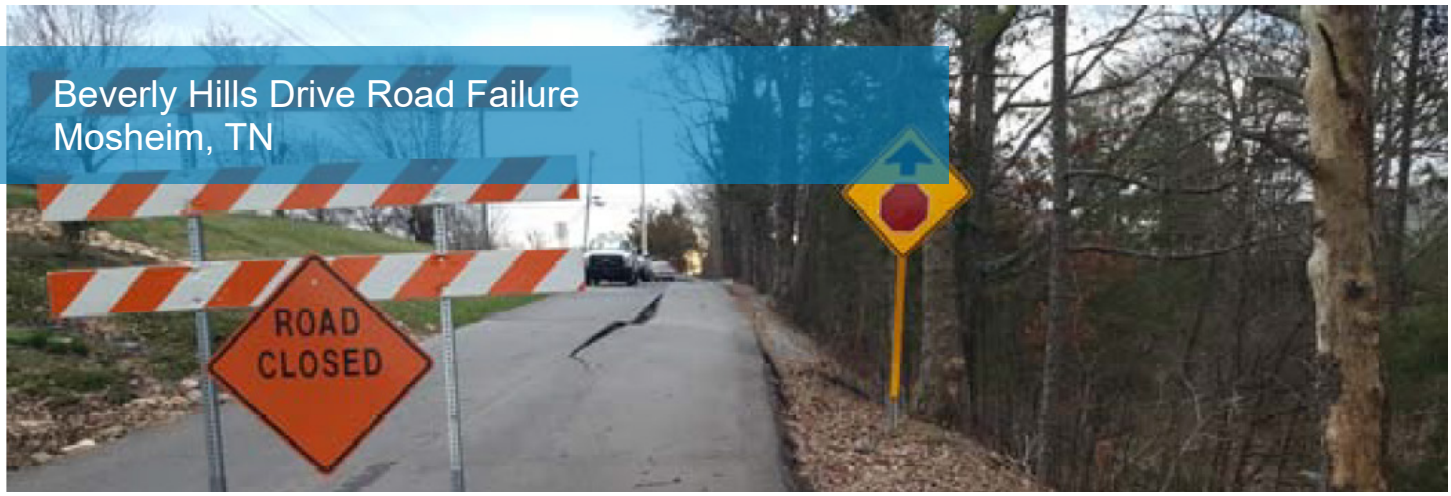
Start Date: Fall 2016
Completion Date: Spring 2017

Initial Budget: $750,000
Final Cost: $600,000

Following a significant rain event, global slope movement and partial road failure was noted by the public works department along a portion of Ridge Road. Slope remediation had previously been attempted with driven H-Piles (designed by others).

ETS performed a geotechnical exploration to aid in evaluating the site. Based on the subsurface information obtained, a Redi Rock segmental wall and french drain system was designed by ETS.

ETS also visited the site during construction to verify the construction was in accordance with plans/specifications and review pay applications.



Beverly Hills Drive Road Failure
Mosheim, TN

Client Name: Town of Mosheim

Reference: Tommy Gregg, 423.4051, townhall1@earthlink.net

Start Date: Spring 2019
Completion Date: Summer 2019

Initial Budget: $250,000
Final Cost: $230,000

As a result of a significant rainfall event in February 2019, a section of distressed asphalt evolved into a global slope failure and subsequent road closure.

ETS performed a geotechnical exploration to aid in evaluating the site. Based on the subsurface information obtained, a segmental wall was designed by ETS. ETS also visited the site during construction to verify the construction was in accordance with our plans and specifications.

Services Provided:

- Segemental retaining wall design
- Foundation and wall observations
- Nuclear density testing

Pavement Testing On-call, Regions 1 and 2, Knoxville and Chattanooga, TN



Client Name: TDOT

Reference: Mark Woods, 615.532.3622, mark.woods@tn.gov

Start Date: 2022
Completion Date: 2024

Initial Budget: $3M (three-year period)
Final Cost: Varies by Task

To support Tennessee Department of Transportation (TDOT) in planning its maintenance and rehabilitation strategies and optimizing the overall pavement network condition, **S&ME** is performing pavement testing services as part of an ongoing Pavement Testing On-call contract with TDOT's Asset Management Division. As part of TDOT's 2022 Resurfacing Program for Regions 1 and 2 in Eastern Tennessee, S&ME has thus far conducted Falling Weight Deflectometer (FWD), Ground Penetrating Radar (GPR), and pavement coring services. Pavement testing data provided by S&ME included pavement thickness, condition, and structural capacity for selected interstate and state routes sections. In developing the project testing procedures, S&ME assisted TDOT in establishing FWD and GPR pavement testing procedures to serve as TDOT standards and be implemented on future pavement network and project-level evaluation projects.

S&ME conducted FWD services using Dynatest FastFWD (Model 8012) in general accordance with ASTM D4694 and the TDOT FWD loading and geophone testing procedures. FWD deflection data was continuously reviewed during testing for consistency with generally expected pavement deflection data and the observed pavement surface distress. Deflection data was evaluated to backcalculate the different pavement layers moduli, determine pavement's structural capacity, and assist TDOT in developing an enhanced understanding of the pavement structure responses and the underlying distresses. S&ME performed GPR services using a high-speed air coupled GPR system (GSSI RoadScan™ 30 equipped with a 2 GHz air-launched horn antenna) to determine pavement layers thicknesses, and provided pavement layers delineation and potential void or water presence within the pavement structure, along with associated GPS locations, to TDOT to help evaluate inherent underlying distresses which can impact pavement performance and service life.

S&ME also provided pavement distress information and detailed pavement layers identifications on cores to assist TDOT in establishing a pavement structure history database to be utilized for current and future maintenance and rehabilitation plans. Pavement testing data gathered from pavement distress and layers identification, FWD analyses, and GPR surveys were combined to generate homogeneous pavement sections and GIS maps for TDOT to visualize pavement's structure condition from a network-level perspective, and therefore optimize its maintenance and rehabilitation strategies.

The total budget for this project is $3,000,000 for a three-year period.



Alcoa Highway Relocation from Hall Road to Singleton Station Road, Alcoa, TN



Client Name: TDOT

Reference: John Hieronymus, 859.224.4476, jhieronymus@hwlochner.com

Start Date: 2015
Completion Date: 2020

Initial Budget: $135,000
Final Cost: $135,981

S&ME performed a subsurface exploration for relocation and widening approximately 5 miles of State Route 115 (US-129 or Alcoa Highway) from Hall Road to Singleton Station Road. The project also included improving and/or extending several adjacent roads and reconfiguring the McGhee Tyson Airport Interchange, a new alignment for the Alcoa Highway bypass, and the new interchange at Singleton Station Road. The proposed reconfigured McGhee Tyson Airport Interchange includes five new ramps and extending Tyson Boulevard beneath State Route 115. Relocation and widening of Hunt Road, Tyson Boulevard, and an extension of Flagship Knoxville Drive is also planned. A multi-use path will be constructed adjacent to the Hunt Road and Mills Street improvements. The new alignment included retaining walls, bridges, and large fill and cut areas. The interchange at Singleton Station Road includes 5 bridges and on and off ramps.

S&ME performed review of soil borings, Standard Penetration Testing, undisturbed sampling, obtained bulk samples, and installed piezometers. Drilling was performed along the right of way during both day and night to avoid extremely heavy commuting hours.

Borings were also performed in the roadway and on private land after contacting the landowners. S&ME personnel coordinated clearing activities to access areas where new ramps will be constructed. Several locations were only accessible on foot without substantial clearing and grading activities. These locations were explored with hand auger borings and Dynamic Cone Penetrometer (DCP) testing.

S&ME's geotechnical lab testing included natural moisture content, Atterberg limits testing, standard Proctor testing, grain size analyses, California Bearing Ratio testing, and consolidation testing. The geotechnical staff prepared a report and performed consolidation, slope stability, undercut calculations, and periodic readings of piezometers to monitor ground water levels.



Workload Capacity

RK&K has projects in varying stages of completion. Our firm maintains a healthy and manageable workload and are vigilant about responding promptly and to the satisfaction of our clients. Based on the current and projected workloads of our team, we can fully commit our personnel and resources to Knox County for this project. We are confident our current workload and staff availability will allow us to exceed your expectations regarding quality of service, technical capability, and responsiveness. Our subconsultants have assured us they have more than sufficient staff capacity to devote to their areas of discipline. We are dedicated to working with the County's representatives to identify workable solutions to address current needs and establish a framework for accomplishing your project goals. Our project managers, engineers, inspectors, and administrative support personnel are career team members; not hires made for support of temporary needs.

Our continued success as a firm depends on consistently delivering quality projects on time and on budget. Rest assured that RK&K judiciously chooses projects to pursue in order to continually maintain a balanced workload and not jeopardize our existing—and future—relationships with clients. RK&K's local Tennessee office, reinforced by our subconsultant team members, stands ready to begin this project upon award.

The **below chart** indicates RK&K's Tennessee office's current project workload for the next year. **The majority of the contracts listed are on-calls with varying task assignments.**

Because of our depth of staff, and our familiarity and proven approach to delivering on-call contracts, **we are confident in our ability to meet the Knox County's needs for any assignment under this contract.** Our team's current workload will have no impact on our ability to provide services to the Knox County during the contract period.

Client | Project	Est. Completion Date
TDOT | DB I-75 at I-24 Phase II	December 2025
TDOT | On-Call CEI	July 2027
TDOT | Geotechnical On-Call Region 1	July 2029
Knox County | CEI On-Call	October 2027
TDOT | Bridge Replacement Bundle CEI	October 2026
TDOT | Hamilton Place CEI	August 2027
City of Sevierville | On-Call Engineering and CEI Services	July 2026

PART VI: LICENSURE, INSURANCE & LITIGATION



Evidence of Licensure

RK&K's State of Tennessee engineering license and sample certificate of insurance are included on the following pages.

Litigation

RK&K is known by our clients and peers as a fair-minded and ethical firm that values our client relationships. This is exemplified in our daily business activities. We understand the potential for liability and have never failed to fulfill our financial or professional responsibilities. Due to our large volume of successful completed projects, we pride ourselves on having an overwhelming number of satisfied clients.

RK&K has had no judicial or administrative proceeding that is material to our business or financial capability or to the subject matter of this RFP or that could interfere with our performance of the work requested by this RFP, including, but not limited to, any civil, criminal, or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; or any order or agreement with or issued by a court or local, state, or federal agency. The following chart lists litigation to which RK&K is now a party or to which it has been a party during the most recent five years.

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Filed	Case and Parties Names	Case No.	Nature of Claims	Status and Manner Resolved
3/7/2024	Estates of Svanna Lynn Ray, Unborn Infant Ray, and Gerardo Trevino v. S.T. Wooten, et al.	Case No. 24CV007685-910 Superior Court of Wake County, NC	This is a motor vehicle accident that occurred on March 9, 2022, when an alleged drunk driver went the wrong direction down an exit ramp and drove the wrong direction on I-40 in North Carolina. The drunk driver collided with another vehicle killing the driver and passenger of the vehicle. The estate for the decedents have alleged that the temporary traffic design contributed to the drunk driver driving the wrong direction on I-40.	Settled
5/16/2023	Mira Entina v. Terry Noel, Ardent Company LLC, and Rummel, Klepper & Kahl, LLP	Case No. D-08-CV-23-017996 District Court of MD, Baltimore County	Mira Entina and Terry Noel were involved in a motor vehicle with each other. Mira Entina has alleged that Terry Noel negligently ran a red light. Mira Entina also alleged that Ardent Company was in charge of directing traffic at a construction site and negligently directed Terry Noel. Mira Entina alleges that RK&K was in charge of supervising Ardent Company.	Dismissed

Filed	Case and Parties Names	Case No.	Nature of Claims	Status and Manner Resolved
2/27/2023	Urusal Petherbridge, John Petherbridge, and Brian Petherbridge as the Personal Representatives of the Estate of Michael John Robert Pertherbridge v. United Signs & Signals, Inc.; SEMA Construction, Inc.; Rummel, Klepper & Kahl, LLP; Marvin W. Gill; and Martin & Gill Electric, Inc.	Case No. 23-CA-001725 Circuit Court of FL, Hillsborough County	Decedent Micheal Petherbridge was an employee of US&S working on a construction project of the Central Florida Expressway. Mr. Petherbridge was electrocuted when he came into contact with a live wire.	Pending
11/1/2021	Gregory S. McIntyre, as Personal Rep. of the Estate of Lavar Anthony Penn v. Sugar Creek Construction, LLC; I-77 Mobility Partners, LLC; I-77 Mobility Partners Holding, LLC; Villager Construction, Inc.; Blythe Brothers Asphalt Co., LLC; The Louis Berger Group, Inc.; SEPI Engineering & Construction, Inc; and Rummel, Klepper & Kahl, LLP	Case No. 21-CVS-17185 Superior Court of NC, Mecklenburg County	Lavar Anthony Penn was killed in a motorcycle accident. His estate has filed suit against defendants alleging that the accident was caused by negligent construction being performed on I-77.	Settled May 2022
7/14/2021	T.F.R. Enterprises, Inc. v. FDOT and Target Engineering Group, LLC Third Party Complaint - Target Engineering Group, LLC v. AE Engineering, Inc.; JBS Engineering Technical Services, Inc. PI Consulting Services, LLC; Rummel, Klepper & Kahl, LLP; and RS&H, Inc.	Case No. 2019 10502 CIDL Circuit Court of FL, Volusia County	T.F.R. Enterprises, Inc. filed suit against FDOT and Target for failing to properly perform contract administration services on a natural disaster clean-up project. RK&K served as a subconsultant to Target and Target filed a third-party complaint against RK&K related to the project.	Settled
5/18/2020	Arbitration demand by Delaware River & Bay Authority (DRBA) against Rummel, Klepper & Kahl, LLP (RK&K)	N/A	DRBA has alleged design errors required a retrofit and redesign of the project. DRBA has also alleged errors in information provided for bid documents.	June 2022
1/18/2019	Estate of Colleen Larkin v. James R. Vannoy & Sons Construction Co.; Vaughn & Melton; and Rummel, Klepper & Kahl, LLP	Case No. 18-CVS-576 Superior Court of Watauga County, NC	Claimant alleged that automobile accident was caused by sediment from construction site that entered the roadway following a rainstorm. Claimant filed suit against NCDOT, contractor, erosion control inspector, and RK&K. The matter was resolved at mediation.	Settled October 2022

License Search and Verification

We are upgrading verifty.tn.gov to Public Search. Please visit us here: https://search.cloud.commerce.tn.gov/

For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith%s Auto Shop."

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

For self-insured workers' compensation, or other reports, please submit to the Public Record Request form.

<< Click Here To Go Back To The Search Page

License Details

License Status	Active Eng. Firm
License #	9622
License ID	9622
Expiration Date	
Original Date	Nov 12 2019
Profession Code	1205
Profession Name	Engineering Firm
First Name	\
Middle Name	\
Last Name	RK&K
City	NASHVILLE
State	TN
Zip Code	37201
Rank	Engineering Firm - General
License Activity Description	Active Eng. Firm

RUMMKLE-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/4/2024

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Rummel, Klepper & Kahl, LLP 700 East Pratt Street, Suite 500 Baltimore, MD 21202-4919	INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : National Fire & Marine Insurance Company	20079
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			630-3R867964	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			810-3R867301	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			CUP-6S739749	11/1/2023	11/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC039-32-6803	3/1/2024	3/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			42-EPP-324858-02	11/1/2023	11/1/2024	Per Claim/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contractors Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Thomas J Railey

ACORD 25 (2016/03)

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PART VII: REQUIRED ATTACHMENTS



Attachments to this Section

- ✓ Knox County Insurance Checklist, Exhibit A
- ✓ Affidavit of Compliance with Iran Divestment Act/No Boycott of Israel, Exhibit B
- ✓ Affidavit of Compliance with Tennessee Criminal History Records Check, Exhibit C

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFQ NUMBER 3596

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X — ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE — X — OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY — X — PROJECT — LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS'COMPENSATION, AUTO AND PROFESSIONAL LIABILITY. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFQ NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE RESPONDENT NAMED BELOW AND HAVE ADVISED THE RESPONDENT OF REQUIRED COVERAGE.

AGENCY NAME: Ames & Gough, 8300 Greensboro Drive, Suite 980, McLean, VA 22102 **AUTHORIZING SIGNATURE:** _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

RESPONDENT NAME: B. Keith Skinner **AUTHORIZING SIGNATURE:** _____

EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3596

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes B. Keith Skinner, PE, for and on behalf of
(*Printed name of Principal Officer of Company)*

Rummel, Klepper & Kahl, LLP (RK&K), (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

B. Keith Skinner
Signature

Title: Partner

Sworn to and subscribed before me, a Notary Public, this 23rd day of September, 2024.

JAIME E. SCHNURR
Notary Public, North Carolina
Wake County
My Commission Expires
5/13/28

EXHIBIT C
REQUEST FOR QUALIFICATIONS NUMBER 3596

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with response by contractor)

I, B. Keith Skinner, PE, President or other Principal

Officer of Rummel, Klepper & Kahl, LLP (RK&K), swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this qualification submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

B. Keith Skinner
President or Principal Officer

For: Rummel, Klepper & Kahl, LLP (RK&K)
Name of Company

STATE OF ~~TENNESSEE~~ North Carolina }
COUNTY OF Wake }

Subscribed and sworn before me by B. Keith Skinner,

President or Principal Officer of RK&K,

On this 23rd day of September 2024.

Notary Public

My Commission expires: 5/13/28

JAIME E. SCHNURR
Notary Public, North Carolina
Wake County
My Commission Expires
5/13/28

PART VIII: ADDITIONAL INFORMATION



Lab Equipment, Design Software & Investigation Equipment Capabilities

The RK&K team maintains current licenses and has access to the following software. If a project has a design need that cannot be addressed using current software, RK&K will obtain the specialty software to complete design. Below is a listing of our **Geotechnical Software and Applications.**

Slide2: 2D Limit Equilibrium (LE) slope stability analysis program for soil and rock slopes, embankments, earth dams & retaining walls

SlopeW: Geotechnical Software used to analyzes slopes, embankment, and retaining walls, with simple and complex geometries, pore-water pressure conditions, soil properties, analysis methods, and variety of slip surface shapes

Plaxis: Finite element software to analyze deformations, elastic and consolidation settlement, slope stability, groundwater flow of retaining walls, slopes, excavations, and foundations

CRSP: Colorado Rockfall Simulation Program to evaluate rockfall simulation

Stereonet v. 11: Mobile application to help collect, visualize, and analyze geological orientation data

Settle3: 3D program for the analysis of short term (elastic) and long term (consolidation) settlement under foundations, embankments, and surface loads

FoSSA: Interactive program for analysis of lateral & vertical foundation stresses, magnitude, & time rate of settlement for roadway loading, earth retaining structures, embankments, all forms of temporary and permanent loads

EMBANK: A micro computer program to determine one-dimensional settlement due to embankment loads

AllPile: Single & group analysis of axial capacity, settlements, and lateral deflections of driven piles and drilled shafts

Driven: Axial capacity of driven piles

AllPile: Single & group analysis of axial capacity, settlements, and lateral deflections of driven piles and drilled shafts

LPile: Lateral analysis of single piles and drilled shafts

FB-MultiPier: Nonlinear finite element analysis program capable of analyzing multiple bridge pier structures interconnected by bridge spans

FB-Deep: Geotechnical software that analyzes axial capacity of various pile types and sizes as well as drilled shafts.

GRL WEAP: Wave equation analysis program to simulate pile response to pile driving and evaluate dynamic pile stress and soil resistance

HeliCAP: Analysis/design of helical screw pile foundations & retaining walls

MSEW+: Used for analysis and design of MSE walls

PY Wall: Lateral deformations, shears, and moments of retaining walls

CWALSHT: Analyzes cantilever and tied-back sheet pile walls

DeepEx: Analysis & design of tied-back & cantilever soldier pile & lagging, sheet pile, secant & diaphragm walls, & soil nail walls using limit equilibrium or non-linear analysis

gINT: Geotech database, test boring log prep, fence diagrams, soil profiles, B-logs, lab testing, data processing of filed and lab test data

Rapid CPT: CPT data analysis; calculates soil parameters to be interpreted and used for engineering analysis

CPET-IT: CPT data analysis with interpretation of soil parameters for engineering analysis

CLiq: A liquefaction analysis software that analyzes CPT field data to determine the susceptibility of soil shear strength loss and resulting settlement during seismic events

LiqSVs: A liquefaction analysis software that analyzes SPT and shear wave velocity (Vs) field data to determine the susceptibility of soil shear strength loss and resulting settlement during seismic events

PART IX: EXCEPTIONS



Exceptions

We have reviewed the Request for Qualifications including General Terms and Conditions and do not take any exceptions.

Attachment C
Contractor's Price Schedule

900 E. Hill Avenue, Suite 280 | Knoxville, TN 37915 | P 865.209.9486 | www.rkk.com

December 12, 2024

Brian Hubbs
Construction and Contract Specialist
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

RE: RK&K Contract Pricing, On-Call Geotechnical Consulting and Materials Testing Services, RFQ # 3596

Dear Mr. Hubbs:

Please see below.

Schedule of Fees – Geotechnical Consulting and Materials Testing Services
RK&K 2024-2025 Rate Schedule, effective 12/12/2024
Expiration: 1 Year from Notice to proceed date*

RK&K Expenses & Other		
Description	Per	Unit Price
Mileage/Truck Charge	Day	$60.000
Subcontract Services	%Mark Up	10%
Specialty Equipment and Tool Rental (does not include nuclear density gauge, concrete testing equipment, computer (ipad))	%Mark Up	10%

Classification	Hourly Rate	Overtime Hourly Rate
Senior Technical Manager	$275.00	
Project Manager	$206.73	
Technical Manager/Engineer	$175.00	
Construction Manager	$155.04	$178.45
Project Scientist	$138.00	
Project Engineer	$150.00	
CADD Technician	$110.00	
Staff Scientist	$100.00	
Construction Inspector Senior (Standard) (Rate includes daily use of nuclear density gauge and concrete field testing equipment)	$83.53	$100.94
Construction Inspector Senior - Project Records Manager	$82.27	$99.41
Construction Inspector (Rate includes daily use of nuclear density gauge and concrete field testing equipment)	$75.32	$88.77
Asphalt/Concrete Plant Inspector	$75.32	$88.77
Speciality Inspection (Bridge Coatings)	$177.19	$208.83
EPSC/Environmental Inspector	$118.13	$139.22
Senior Scheduling Specialist	$175.72	
Scheduling Specialist	$116.65	
Construction Engineer	$112.22	
Senior Materials Engineer	$124.04	
Materials Engineer	$115.18	
Administrative Assistant	$75.00	

****For TDOT Local Program Projects we will utilize raw CEI labor rates times RK&K's FAR Rates, with an agreed upon net fee percentage

9/12/2024 Home Overhead	146.57%
9/12/2024 Field Overhead	114.92%
Net Fee	TBD. Based on TDOT Net Fee Calculator

Description	Per	Unit Price
Field		
Trip Charge in lieu of mileage	EA	$60.00
Floor Flatness	Day	$275.00
Coring Equipment	Day	$275.00

Description	Per	Unit Price
Lab		
**Moisture Content-ASTM D2216	EA	$10.00
Moisture Determination and Unit Weight on Shelby Tube Sample	EA	$90.00
**Atterberg Limits-ASTM D4318	EA	$95.00
**Particle Size Analysis (no hydrometer)-ASTM D6913	EA	$190.00
**Particle Size Analysis (hyrdometer)- ASTM D7928	EA	$110.00
**Percent Passing #200 Sieve-ASTM D1140	EA	$110.00
**Specific Gravity of Soils- ASTM D854	EA	$85.00
**Standard Proctor D698 Method A & B	EA	$210.00
**Standard Proctor D698 Method C	EA	$240.00
**Modified Proctor D1557 Method A & B	EA	$250.00
**Modified Proctor D1557 Method C	EA	$290.00
**Compressive Strength of Intact Rock Core Specimens	EA	$240.00
**Compressive Strength of 4" x 8" Cylinders	EA	$25.00
**Compressive Strength of 6" x 12" Cylinders	EA	$25.00
Compressive Strength of Prisms and/or Mortar Cubes	EA	$44.00

** performed by accredited subcontracted laboratory

Description	Per	Unit Price
Drilling		
Drilling Mobilization (Within Knox County)	EA	$1,155.00
ATV Surcharge	DAY	$385.00
Soil Test Borings	FT	$23.10
Additional Split Spoons	EA	$47.30
Undisturbed Samples	EA	$330.00
Bulk Samples	EA	$85.80
Auger Probe (No sampling)	FT	$17.33
NQ Rock Coring	FT	$80.30
Rock Coring Set Up	EA	$412.50
Surface Casing	FT	$14.30
NW Casing Advancer	FT	$55.00
Plastic Hole Plugs	EA	$22.00
Standby, Difficult Moving, Hauling Water	HR	$401.50
Piezometer Installation	FT	$16.50
Borehole Backfill, Grouting or Bentonite Chips	FT	$16.50
Concrete Coring	EA	$220.00
Concrete Patching Boreholes	EA	$55.00
Asphalt Coring	EA	$220.00
Asphalt Patching Boreholes	EA	$55.00
Water Truck Rental	DAY	$330.00
Wooden Core Boxes	EA	$55.00
Cardboard Core Boxes	EA	$16.50

*New rates will be used for new task orders assigned after expiration date

If you have any questions or need any additional information, contact me at (865) 209.9486 or email at jdavis@rkk.com.

Sincerely,
Rummel, Klepper & Kahl, LLP

Jeremiah Davis

Digitally signed by Jeremiah Davis
DN: E=jdavis@rkk.com, CN=Jeremiah Davis, OU=Internal, OU=UserAccounts, DC=ad, DC=rkk, DC=com
Date: 2024.12.13 10:07:46-05'00'

Jeremiah Davis, PE
Project Delivery Leader

Accepted by Knox County:

By: _____

Print Name: _____

Title: _____

Enclosure:
Exhibits A (COI), B (Signed Intent to award), C S&ME AASHTO Accreditation, D ETS AASHTO Accreditation

cc: Simone Metzger, PE

RLA-16827 **R-25-1-407**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment No. 1 to the Local Agency Project Agreement with the Tennessee Department of Transportation (TDOT) for the Knox County ATMS Phase II project to extend the completion deadline to September 30, 2026.
(Engineering and Public Works)

Attachments

Resolution

Contract Amendment

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENT NO. 1 TO THE LOCAL AGENCY PROJECT AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE KNOX COUNTY ATMS PHASE II PROJECT TO EXTEND THE COMPLETION DEADLINE TO SEPTEMBER 30, 2026.

RESOLUTION: **R-25-1-407**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-20-2-402, the Knox County Commission approved a Local Agency Project Agreement between Knox County and the Tennessee Department of Transportation for the Knox County ATMS Phase II project, which project is designated by the Tennessee Department of Transportation as Project Identification Number 128833.000, Federal Project Number CM-4700(64), and State Project No. 47LPLM-F3-178 (the "Contract"); and

WHEREAS, Knox County and the Tennessee Department of Transportation desire

to enter into Amendment Number 1 to the Contract to extend the completion deadline to September 30, 2026, as further detailed in the attached amendment to the Contract.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

Amendment Number 1 to the Local Agency Project Agreement with the Tennessee Department of Transportation for the Knox County ATMS Phase II project to extend the completion deadline to September 30, 2026 is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that Amendment Number 1 to the Local Agency Project Agreement with the Tennessee Department of Transportation for the Knox County ATMS Phase II project to extend the completion deadline to September 30, 2026 shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

December 19, 2024

The Honorable Glenn Jacobs
Mayor, Knox County
City/County Bldg., Room 615
400 Main Street
Knoxville, TN 37902

Re: Knox County ATMS Phase II
Knox County
PIN: 128833.00
Federal Project Number: CM-4700(64)
State Project Number: 47LPLM-F3-176
Agreement Number: 190383

Dear Mayor Jacobs:

I am attaching an amendment to the original contract to this letter. The amendment deletes and replaces the Exhibit A and extends the cexpiration date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Kristen Annecchiarico at 615-253-3075 or kristen.annecchiarico@tn.gov.

Sincerely,

Mike Gilbert

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 1

Agreement Number: 190383

Project Identification Number: 128833.00

Federal Project Number: CM-4700(64)

State Project Number: 47LPLM-F3-178

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the KNOX COUNTY (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Knox County ATMS Phase II

1. The language of Agreement # 190383 dated March 25, 2020 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1 .

2. The language of Agreement # 190383 dated March 25, 2020 Section B.2 a) is hereby deleted in its entirety.

3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **September 30, 2026**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

KNOX COUNTY

Signature:

Email: county.mayor@knoxcounty.org

APPROVED AS TO FORM AND LEGALITY

Signature:

Email: david.buuck@knoxcounty.org

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

By

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

APPROVED AS TO FORM AND LEGALITY

By

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

]

Signature:

Email: Steve.Allen@tn.gov

& Community Investments Division

EXHIBIT "A" for AMENDMENT 1

Agreement #: **190383**
Project Identification #: **128833.00**
Federal Project #: **CM-4700(64)**
State Project #: **47LPLM-F3-178**

Project Description: Knox County ATMS Phase II. Phase II will include a variety of signal upgrades at four intersections, and DSRC equipment at 11 other intersections completed during Phase 1. The proposed improvements that are included at the 4 new intersections of Phase II are the installation of new traffic signal controllers , dedicated short-range communication (DSRC) units, non-intrusive fish-eye video detection, wireless interconnect, malfunction management units (MMU), battery backups, new signal cabinets, and the development of coordinated timings. Additionally at 11 locations DSRC equipment will be added to cabinets completed during Phase 1.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Intelligent Transportation System

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	CMAQ	100	0	0	$55,000.00
PE-DESIGN	CMAQ	100	0	0	$85,500.00
CONSTRUCTION	CMAQ	100	0	0	$1,442,745.00
CEI	CMAQ	100	0	0	$144,275.00
TDOT ES	CMAQ	100	0	0	$14,428.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: CMAQ: 23 U.S.C.A., Section 149, Congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



RLA-16841 **R-25-1-408**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Agreement with Knoxville TPO for the collection of pavement condition data. Federal funding will be provided for 80% of the cost of data collection, with the remaining 20% being paid by Knox County. In FY2024 the amount due will be $121,557.00 and in FY2026 the amount due will be $46,972.00. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**
(Engineering and Public Works)

Attachments

No file(s) attached.

RLA-16846 **R-25-1-409**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Laura Carl, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Acts Fleet Maintenance, Inc., Clarke Power Services, Inc., Cummins, Inc. d/b/a Cummins Sales and Service and Southland Transportation Company for the provision of diesel engine repair services.
(Engineering and Public Works)

Attachments

Resolution
Contract - Acts Fleet Maintenance
Contract - Clarke Power Services
Contract - Cummins Sales and Service
Contract - Southland Transportation

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH ACTS FLEET MAINTENANCE, INC., CLARKE POWER SERVICES, INC., CUMMINS, INC. D/B/A CUMMINS SALES AND SERVICE AND SOUTHLAND TRANSPORTATION COMPANY FOR THE PROVISION OF DIESEL ENGINE REPAIR SERVICES.

RESOLUTION: **R-25-1-409**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to have a contractor provide diesel engine repair services for the Knox County Engineering and Public Works Department; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for said purpose and it has been determined that Acts Fleet Maintenance, Inc., Clarke Power Services, Inc., Cummins, Inc. d/b/a Cummins Sales and Service, and Southland Transportation Company submitted the bids that are most responsible and responsive and best conform to the specifications and needs of Knox County; and

WHEREAS, the proposed contracts with Acts Fleet Maintenance, Inc., Clarke Power Services, Inc., Cummins, Inc. d/b/a Cummins Sales and Service, and Southland Transportation Company are effective for a one (1) year term beginning on February 1, 2025 and may be extended for four (4) additional one (1) year terms which may result in a total of five (5) years; and

WHEREAS, Acts Fleet Maintenance, Inc., Clarke Power Services, Inc., Cummins, Inc. d/b/a Cummins Sales and Service, and Southland Transportation Company have the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contracts with Acts Fleet Maintenance, Inc., Clarke Power Services, Inc., Cummins, Inc. d/b/a Cummins Sales and Service, and Southland Transportation Company for the provision of diesel engine repair services are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contracts with Acts Fleet Maintenance, Inc., Clarke Power Services, Inc., Cummins, Inc. d/b/a Cummins Sales and Service, and Southland Transportation Company for the provision of diesel engine repair services shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Acts Fleet Maintenance, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Acts Fleet Maintenance, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Diesel Engine Repair Services, (Invitation for Bids #3615) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said products for County, as set forth in the Invitation for Bids, and at the price quoted for said products by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends the 31st day of January 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these products from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bids #3615 for Diesel Engine Repair Services per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3615. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide Diesel Engine Repair Services detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for the Diesel Engine Repair Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Diesel Engine Repair Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the products are provided and/or services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Diesel Engine Repair Services for Knox County in accordance with Invitation for Bids #3615.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bids #3615 with Addendum I
B. Contractor's Response to Invitation for Bids #3615

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

Acts Fleet Maintenance, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____ **_____Date**
Knox County Law Director's Office

Attachment A

Invitation for Bids #3615
with Addendum I

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Diesel Engine Repair Services** as specified herein. Bids must be received by **2:00 p.m. Eastern Time** on **December 17, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3615
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. **Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.**

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper;
1.19.2 Not include pages of unnecessary advertising;
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. Eastern Time** on **November 26, 2024**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to convey to prospective vendors the general type and quality of Diesel Engine Repair Services as desired by Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Fleet Service Center and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Government:
Knox County Fleet Service Center
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.8 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

3.9 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.10 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and proper email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.15 **DISCONTINUED ITEMS:** The successful vendor(s) shall notify the Knox County Procurement Division of any items or services that have been discontinued and recommend an appropriate substitution. The Knox County Fleet Service Center will be the sole judge if the substitution is appropriate.

3.16 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing Diesel Engine Repair Services. The list shall include, but not be limited to, number of certified technicians available to provide Diesel Engine Repair Services, number of service bays, type and quantity of equipment used for repairs (including age and condition), and number of years in business. Certifications for personnel shall be included in the bid package, if applicable. Equipment shall be submitted in **Attachment B** of this IFB.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Capabilities (Equipment and Personnel)	20 Points

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance **Attachment A** hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.24 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 The invoice must show the amount due to the Contractor by Knox County.
3.24.2 The invoice must show an itemized detailed material count, including: the date(s) of service; license number; Knox County decal number; the make and model of the vehicle; what service(s) was performed on each vehicle; and the associated unit price as stated in the Contract.
3.24.3 Invoices are to be original and uniquely pre-numbered.
3.24.4 Invoices which do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you.
Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.25 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.26 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.27 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.29 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.30 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

The following factors will prompt an automatic price increase: When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

3.31 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.32 **QUALITY CONTROL:** Bidders must supply parts/labor that are of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said parts/labor shall be cause for termination of the Contract. Defective parts/labor returned to the Contractor shall be promptly replaced/repaired by the Vendor at no cost to the County.

3.33 **QUANTITIES:** Knox County does not guarantee any quantities of goods or services to be purchased from this term Contract. Goods and services will be ordered on an as-needed basis.

3.34 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require.
Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.35 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business hours for repairs to be completed after receipt of Purchase Order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when guaranteed time is exceeded. Vendor must state the number of business hours, not a range of hours. For example, an unacceptable answer is "1 - 3 business hours." Vendors must be specific and state either "1 business hour" or "3 business hours." If Vendor states a range of hours, Knox County will base their answer on the maximum number of hours provided. The estimated turn-around time for average repairs in Section 6.2 of the IFB are for repairs only and assumes that parts needed are in stock at your facility.

3.37 **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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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.

3.38 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.39 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. Eastern Time** on **November 26, 2024**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to provide Diesel Engine Repair Services. Knox County will deliver equipment to the Contractor's location(s). Knox County reserves the right to get quotes for diesel engine repairs from other sources if the need arises.

4.2 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

4.2.1 Provide competent supervision.
4.2.2 Provide competent workers.
4.2.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
4.2.4 Notify Knox County designee when repairs are completed.

4.3 **DELIVERY/DISTANCE:** Knox County will be responsible for the transportation of any vehicles to the Contractor's facility. Bidders must state the address of their facility in which service will be performed. If bidder has multiple locations, please list all locations. Contractor's facility(ies) **must** be located within **fifty (50) miles** of the Knox County Fleet Service Center located at 205 West Baxter Avenue, Knoxville, TN 37917. Locations beyond this specified distance will not be considered.

4.4 **EXPERIENCE:** Bidders may be required to supply additional information regarding their demonstrated experience in providing Diesel Engine Repair Services.

4.5 **KNOX COUNTY'S RESPONSIBILITIES:** Knox County shall:

4.5.1 Deliver equipment to vendor during approved hours;
4.5.2 Pick-up equipment in a timely manner during approved hours once Knox County is notified work is complete.

4.6 **SCHEDULES:** Bidders may submit bids for both schedules or only one schedule. Schedules may be evaluated in total or individually as determined to be in the best interest of the County.

4.7 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

Please note that it is not necessary to return pages one (1) through eleven (11).
You must complete and return pages twelve (12) through seventeen (17).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's Email address: _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Number of years in business: _____

5.12 Number of Certified Technicians: _____

5.13 Number of Service Bays: _____

5.14 Business Location 1:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: _____

Business Location 2:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.15 Will your company be performing the Diesel Engine Repair Services at your facility? YES NO

If your response is no, please list the name and address of the Vendor that you intend to sub-contract work to below. NOTE: Any work sub-contracted to another Vendor requires the express written permission of Knox County.

Business Name:

_____

Contact Person's Name:

_____

Contact Person's Email Address:

_____

Contact Person's Phone Number:

_____

Business Location:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.16 What is the warranty on your repairs? _____

5.17 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO

5.18 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? YES NO

5.19 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19? YES NO

5.20 Did you include your certifications as detailed in Section 3.8? YES NO

5.21 Did you attach your Equipment List (Attachment B) as detailed in Section 3.16? YES NO

5.22 Did you include your fully executed Insurance Checklist as detailed in Section 3.21? YES NO

5.23 Does your facility location(s) meet the distance criteria as detailed in Section 4.3? YES NO

5.24 Did you complete and include the pricing in Section VI and submit it with your bid? YES NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

VENDOR NAME: _____

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.1 PRICING

SCHEDULE 1: LIGHT / MEDIUM DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes or No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.1.1	Dodge	2.7-L5 Diesel			$	$	%
6.1.2	Chrysler	Cummins 5.7L Diesel			$	$	%
6.1.3	Chrysler	Cummins 6.7L Diesel			$	$	%
6.1.4	Chrysler	Cummins 6.9L Diesel			$	$	%
6.1.5	Ford	6.4L Diesel			$	$	%
6.1.6	Ford	6.7L Diesel			$	$	%
6.1.7	Ford	6.9L Diesel			$	$	%
6.1.8	GM	6.2L Diesel			$	$	%
6.1.9	GM	6.5L Duramax Diesel			$	$	%
6.1.10	GM	6.6L Duramax Diesel			$	$	%
6.1.11	GM	6.7L Diesel			$	$	%
6.1.12	Isuzu	3.9L Diesel			$	$	%

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: _____

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.2 PRICING – SCHEDULE 2

SCHEDULE 2: HEAVY DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes/No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.2.1	Freightliner	Cummins 6.7L 6 Cyl. Diesel			$	$	%
6.2.2	GM	7.8L – 6 Cyl. Diesel			$	$	%
6.2.3	GM	8.1L Diesel			$	$	%
6.2.4	GM	CAT 3116 Diesel			$	$	%
6.2.5	International	7.3L Turbo Diesel			$	$	%
6.2.6	Isuzu	5.2L – L4 Diesel			$	$	%
6.2.7	Kenworth	PACCAR PX-6 6.7L - 6 Cyl. Diesel			$	$	%
6.2.8	Kenworth	PACCAR PX-8 8.3L - 6 Cyl. Diesel			$	$	%
6.2.9	Kenworth	PACCAR PX-9 8.9L - 6 Cyl. Diesel			$	$	%
6.2.10	Mack	10.8L - 6 Cyl. Diesel			$	$	%
6.2.11	Mack	MP7-405M Diesel			$	$	%
6.2.12	Mack	MP8-445C Diesel			$	$	%

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3615

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE — X — OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY — X — PROJECT — LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
EQUIPMENT LIST
INVITATION FOR BIDS NUMBER 3615

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Quantity of Resources or Equipment	Equipment or Resource	Age	Condition

NOTE: Attach additional pages if necessary.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bids 3515
Diesel Engine Repair Services

Addendum Date: **November 27, 2024** **Buyer:** **Brian Hubbs**

Opening Date: **December 17, 2024 at 2:00 PM** **Total Page(s):** **Two (2)**

This addendum shall become a part of the Invitation for Bids and specifications and shall be acknowledged on the bid form under Section 5.9.

Questions/Answers:

Question 1: Would Knox County be able to provide ESN/Make/Model/VIN information for line item 6.2.1?

Answer 1: See attached.

End of Addendum I.

Brian Hubbs
Construction and Contract Specialist
Knox County Procurement Division

KNOX COUNTY FLEET SERVICE CENTER
VEHICLE LISTING

Department	Equip. Tab	Year	Make	Model	Ven Number	Lic Number
1031985	RESCUE SQUAD					
	4753	2017	FREIGHTLIN	M2	1FVACWFC7JHJR6137	

Primary Fuel	DSL	***Asset No.***			***Driver***		
Status	Active	***In Service Date***	2018/08/01	***SvrAge***	77	***Odometer***	*47012*
Purchase Price	$0.00	***Vendor***	--			ClassID	4030
VehicleUsage	MULTIPLE DRIVERS						

Total Vehicles

1

Attachment B

Contractor's Response to Invitation for Bids #3615

Original

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Diesel Engine Repair Services** as specified herein. Bids must be received by **2:00 p.m. Eastern Time** on **December 17, 2024**. Late bids will neither be considered nor returned.

Free pick up and Delivery
or
On-Site no roll out Fee
just by the hour

Deliver Bids To:

Bid Number 3615
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. **Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.**

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper;
1.19.2 Not include pages of unnecessary advertising;
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. Eastern Time** on **November 26, 2024**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to convey to prospective vendors the general type and quality of Diesel Engine Repair Services as desired by Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Fleet Service Center and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Government:
Knox County Fleet Service Center
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.8 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

3.9 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.10 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and proper email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.15 **DISCONTINUED ITEMS:** The successful vendor(s) shall notify the Knox County Procurement Division of any items or services that have been discontinued and recommend an appropriate substitution. The Knox County Fleet Service Center will be the sole judge if the substitution is appropriate.

3.16 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing Diesel Engine Repair Services. The list shall include, but not be limited to, number of certified technicians available to provide Diesel Engine Repair Services, number of service bays, type and quantity of equipment used for repairs (including age and condition), and number of years in business. Certifications for personnel shall be included in the bid package, if applicable. Equipment shall be submitted in **Attachment B** of this IFB.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Capabilities (Equipment and Personnel)	20 Points

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance **Attachment A** hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.24 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 The invoice must show the amount due to the Contractor by Knox County.
3.24.2 The invoice must show an itemized detailed material count, including: the date(s) of service; license number; Knox County decal number; the make and model of the vehicle; what service(s) was performed on each vehicle; and the associated unit price as stated in the Contract.
3.24.3 Invoices are to be original and uniquely pre-numbered.
3.24.4 Invoices which do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you.
Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.25 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.26 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.27 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.29 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.30 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

The following factors will prompt an automatic price increase: When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

3.31 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.32 **QUALITY CONTROL:** Bidders must supply parts/labor that are of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said parts/labor shall be cause for termination of the Contract. Defective parts/labor returned to the Contractor shall be promptly replaced/repaired by the Vendor at no cost to the County.

3.33 **QUANTITIES:** Knox County does not guarantee any quantities of goods or services to be purchased from this term Contract. Goods and services will be ordered on an as-needed basis.

3.34 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require.
Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.35 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business hours for repairs to be completed after receipt of Purchase Order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when guaranteed time is exceeded. Vendor must state the number of business hours, not a range of hours. For example, an unacceptable answer is "1 - 3 business hours." Vendors must be specific and state either "1 business hour" or "3 business hours." If Vendor states a range of hours, Knox County will base their answer on the maximum number of hours provided. The estimated turn-around time for average repairs in Section 6.2 of the IFB are for repairs only and assumes that parts needed are in stock at your facility.

3.37 **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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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.

3.38 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.39 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. Eastern Time** on **November 26, 2024**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to provide Diesel Engine Repair Services. Knox County will deliver equipment to the Contractor's location(s). Knox County reserves the right to get quotes for diesel engine repairs from other sources if the need arises.

4.2 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

4.2.1 Provide competent supervision.
4.2.2 Provide competent workers.
4.2.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
4.2.4 Notify Knox County designee when repairs are completed.

4.3 **DELIVERY/DISTANCE:** Knox County will be responsible for the transportation of any vehicles to the Contractor's facility. Bidders must state the address of their facility in which service will be performed. If bidder has multiple locations, please list all locations. Contractor's facility(ies) **must** be located within **fifty (50) miles** of the Knox County Fleet Service Center located at 205 West Baxter Avenue, Knoxville, TN 37917. Locations beyond this specified distance will not be considered.

4.4 **EXPERIENCE:** Bidders may be required to supply additional information regarding their demonstrated experience in providing Diesel Engine Repair Services.

4.5 **KNOX COUNTY'S RESPONSIBILITIES:** Knox County shall:

4.5.1 Deliver equipment to vendor during approved hours;
4.5.2 Pick-up equipment in a timely manner during approved hours once Knox County is notified work is complete.

4.6 **SCHEDULES:** Bidders may submit bids for both schedules or only one schedule. Schedules may be evaluated in total or individually as determined to be in the best interest of the County.

4.7 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

Please note that it is not necessary to return pages one (1) through eleven (11).
You must complete and return pages twelve (12) through seventeen (17).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: Acts Fleet Maintenance Inc.

5.2 Vendor number as assigned by Knox County: 59936

5.3 Street Address: 2927 Essary Drive

City: Knoxville **State:** T.N. **Zip:** 37912

5.4 Contact Person: Chris Graves

5.5 Telephone Number: 865-388-8177

5.6 Vendor's Email address: Chrisg@actsfleet.com

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: 0105109857
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 Yes **Addendum 2** Yes **Addendum 3** Yes **Addendum 4** Yes

5.10 Do you accept the terms and conditions of the bid? (Please circle your answer) (YES) NO YES, WITH EXCEPTION

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Number of years in business: 36

5.12 Number of Certified Technicians: 12

5.13 Number of Service Bays: 19

5.14 Business Location 1:

Address:

6818 Sandy View Way
Knoxville T.N. 37912

Hours of Operation:

Monday – Friday: 7:00 AM - 5:00 PM

Saturday: 7:00 AM - 5:00 PM

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: Acts Fleet Maintenance Service Inc.

Business Location 2:

Address:

10625 Lexington Drive

Knoxville T.N. 37932

Hours of Operation:

Monday – Friday: 7:00 AM - 5:00 PM

Saturday: 7:00 AM - 5:00 PM

5.15 **Will your company be performing the Diesel Engine Repair Services at your facility?** **YES** NO

If your response is no, please list the name and address of the Vendor that you intend to sub-contract work to below. NOTE: Any work sub-contracted to another Vendor requires the express written permission of Knox County.

Business Name:

Acts Fleet Maintenance Service Inc.

Contact Person's Name:

Chris Graves

Contact Person's Email Address:

Chrisg@actsfleet.com

Contact Person's Phone Number:

865-388-8177

Business Location:

Address:

1736 Callahan Drive

Knoxville T.N. 37912

Hours of Operation:

Monday – Friday: 7:00 AM - 5:00 PM

Saturday: 7:00 AM - 5:00 PM

5.16 **What is the warranty on your repairs?** One Year Parts and Labor Warranty

5.17 **Did you include the correct number of exact copies as detailed in Section 1.9?** **YES** NO

5.18 **Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?** **YES** NO

5.19 **Will you allow Knox County designees to tour and inspect your facility as per Section 2.19?** **YES** NO

5.20 **Did you include your certifications as detailed in Section 3.8?** I can send more if needed **YES** NO

5.21 **Did you attach your Equipment List (Attachment B) as detailed in Section 3.16?** Two Pages **YES** NO

5.22 **Did you include your fully executed Insurance Checklist as detailed in Section 3.21?** **YES** NO

5.23 **Does your facility location(s) meet the distance criteria as detailed in Section 4.3?** All three **YES** NO

5.24 **Did you complete and include the pricing in Section VI and submit it with your bid?** **YES** NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

VENDOR NAME: Acts Fleet Maintenance Service Inc.

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.1 PRICING

SCHEDULE 1: LIGHT / MEDIUM DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes or No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.1.1	Dodge	2.7-L5 Diesel	Yes	2 Hours	$169.50	$169.50	40%
6.1.2	Chrysler	Cummins 5.7L Diesel	Yes	2 Hours	$ 169.50	$169.50	40 %
6.1.3	Chrysler	Cummins 6.7L Diesel	Yes	4 Hours	$169.50	$ 169.50	40 %
6.1.4	Chrysler	Cummins 6.9L Diesel	Yes	4 Hours	$ 169.50	$ 169.50	40 %
6.1.5	Ford	6.4L Diesel	Yes	4 Hours	$ 169.50	$169.50	40%
6.1.6	Ford	6.7L Diesel	Yes	4 Hours	$169.50	$ 169.50	40 %
6.1.7	Ford	6.9L Diesel	Yes	4 Hours	$169.50	$ 169.50	40 %
6.1.8	GM	6.2L Diesel	Yes	4 Hours	$169.50	$ 169.50	40 %
6.1.9	GM	6.5L Duramax Diesel	Yes	4 Hours	$169.50	$ 169.50	40%
6.1.10	GM	6.6L Duramax Diesel	Yes	4 Hours	$169.50	$ 169.50	40%
6.1.11	GM	6.7L Diesel	Yes	4 Hours	$169.50	$ 169.50	40%
6.1.12	Isuzu	3.9L Diesel	Yes	4 Hours	$169.50	$ 169.50	40%

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: Acts Fleet Maintenance Service Inc.

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.2 PRICING – SCHEDULE 2

SCHEDULE 2: HEAVY DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes/No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.2.1	Freightliner	Cummins 6.7L 6 Cyl. Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.2	GM	7.8L – 6 Cyl. Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.3	GM	8.1L Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.4	GM	CAT 3116 Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.5	International	7.3L Turbo Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.6	Isuzu	5.2L – L4 Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.7	Kenworth	PACCAR PX-6 6.7L - 6 Cyl. Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.8	Kenworth	PACCAR PX-8 8.3L - 6 Cyl. Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.9	Kenworth	PACCAR PX-9 8.9L - 6 Cyl. Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.10	Mack	10.8L - 6 Cyl. Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.11	Mack	MP7-405M Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %
6.2.12	Mack	MP8-445C Diesel	Yes	6 Hours	$ 179.50	$ 179.50	40 %

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3615

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
EQUIPMENT LIST
INVITATION FOR BIDS NUMBER 3615

VENDOR NAME: Acts Fleet Maintenance Inc.

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Quantity of Resources or Equipment	Equipment or Resource	Age	Condition
6	Think Car Diagnostic Tool for Trucks	6 Months	new
4	Autel Diagnostic tool Heavy Duty	3 years	Good
4	Autel Diagnostic Tool Automotive	3 years	Good
1	Allison Doc/ Advanced	New	New
2	Service Maxx	New	New
2	Wabco Brakes	New	New
2	Bendix Brakes	New	New
1	Mitsubishi Fuso Factory Software	New	New
2	Detroit Diagnostic Link	New	New
2	IDSS Isuzu Truck Software	New	New
1	Cummins insite Pro	New	New
2	Forklifts	10-15 Years	Good
2	Cherry Picker	5 Years	Good
2	Miller Welder	5 Years	Good
3	Oxygen/Acetylene Torch	2 Years	Good
1	Big Truck Hunter Alignment Machine	1 Year	New
1	Auto Hunter Alignment Machine	2 Year	Good
6	Two post lifts and Drive on lifts	1-10 Years	Good
2	Coats Tire Machine	1 Year	New
2	Coats Balancers	1 Year	New

NOTE: Attach additional pages if necessary.

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 12/02/2024

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

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

PRODUCER
WHEDBEE INSURANCE AGENCY LLC
6426 Baum Drive
Suite B
Knoxville TN 37919

CONTACT NAME: Jodi Whedbee
PHONE (A/C, No, Ext): (865)584-2275 **FAX (A/C, No):** (865)584-9563
E-MAIL ADDRESS: jodi@whedbeeinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Co	18988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Acts Fleet Maintenance Service Inc.
PO Box 12330
Knoxville TN 379120330

COVERAGES **PROD / CUSTOMER ID:** 00001630 **CERTIFICATE #:** CL2481902014 **REVISION #:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GARAGE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS USED IN GARAGE BUSINESS	Y		43-186-018-04	06/08/2024	06/08/2025	AUTO ONLY (Ea accident) OTHER THAN AUTO ONLY: EA ACCIDENT OTHER THAN AUTO ONLY: AGGREGATE	$ 1,000,000 $ 1,000,000 $ 2,000,000
A	**GARAGE KEEPERS LIABILITY** [ ] LEGAL LIABILITY [X] DIRECT BASIS [X] PRIMARY [ ] EXCESS	Y		43-186-018-04	06/08/2024	06/08/2025	[X] COMP / OTC LOC total [ ] SPECIFIED PERILS LOC [X] COLLISION LOC total LOC	$ 1,750,000 $ $ 1,750,000 $
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		03399422	06/08/2024	06/08/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	[X] **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y		5235115000	06/08/2024	06/08/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N [N] If yes, describe under REMARKS below	N/A		A106596091	06/08/2024	06/08/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	EMPLOYEE PRACTICES LIABILITY	Y		03399422	06/08/2024	06/08/2025	LIMIT	$250,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bids Number 3615

CERTIFICATE HOLDER
KNOX COUNTY PROCUREMENT DIVISION
1000 N CENTRAL ST, STE 100
KNOXVILLE TN 37917

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

AUTHORIZED REPRESENTATIVE
Jodi Whedbee

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FOLD ALONG PERFORATION TO REMOVE CERTIFICATE ASE-1985-9459

National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

RECERTIFIED PROFESSIONAL

Be it known that

BRADLEY A VAN HORN

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

MASTER MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT	EXPIRES
GASOLINE ENGINES	DECEMBER 31, 2020
DIESEL ENGINES	DECEMBER 31, 2020
DRIVE TRAIN	DECEMBER 31, 2020
BRAKES	JUNE 30, 2024
SUSPENSION AND STEERING	JUNE 30, 2024
ELECTRICAL/ELECTRONIC SYSTEMS	JUNE 30, 2021
HEATING, VENTILATION, AND A/C	JUNE 30, 2021
PREVENTIVE MAINTENANCE AND INSPECTION	JUNE 30, 2021

** **

GIVEN THIS 24TH DAY OF MAY 2019, AT LEESBURG, VIRGINIA

ASE-1985-9459
ASE IDENTIFICATION NUMBER

Timothy A. Zilke
TIMOTHY A. ZILKE, *President*

FOLD ALONG PERFORATION TO REMOVE CERTIFICATE

ASE-1985-9459

National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

RECERTIFIED PROFESSIONAL

Be it known that

BRADLEY A VAN HORN

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

MASTER AUTOMOBILE TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT	EXPIRES
ENGINE REPAIR	DECEMBER 31, 2020
AUTOMATIC TRANSMISSION/TRANSAXLE	JUNE 30, 2024
MANUAL DRIVE TRAIN AND AXLES	JUNE 30, 2024
SUSPENSION AND STEERING	DECEMBER 31, 2020
BRAKES	DECEMBER 31, 2020
ELECTRICAL/ELECTRONIC SYSTEMS	DECEMBER 31, 2020
HEATING AND AIR CONDITIONING	JUNE 30, 2024
ENGINE PERFORMANCE	DECEMBER 31, 2020
LIGHT VEHICLE DIESEL ENGINES	JUNE 30, 2024

** **

GIVEN THIS 24TH DAY OF MAY 2019, AT LEESBURG, VIRGINIA

ASE-1985-9459
ASE IDENTIFICATION NUMBER

Timothy A. Zilke
TIMOTHY A. ZILKE, *President*

FOLD ALONG PERFORATION TO REMOVE CERTIFICATE ASE-1985-9459 1234 D

National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

Be it known that

BRADLEY A VAN HORN

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

MASTER MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT	EXPIRES
GASOLINE ENGINES	DECEMBER 31, 2020
DIESEL ENGINES	DECEMBER 31, 2020
DRIVE TRAIN	DECEMBER 31, 2020
BRAKES	JUNE 30, 2018
SUSPENSION AND STEERING	JUNE 30, 2018
ELECTRICAL/ELECTRONIC SYSTEMS	JUNE 30, 2021
HEATING, VENTILATION, AND A/C	JUNE 30, 2021
PREVENTIVE MAINTENANCE AND INSPECTION	JUNE 30, 2021

** **

GIVEN THIS 20TH DAY OF MAY 2016, AT LEESBURG, VIRGINIA

ASE-1985-9459
ASE IDENTIFICATION NUMBER

Timothy A. Zilke
TIMOTHY A ZILKE, *President*

National Institute for

AUTOMOTIVE SERVICE EXCELLENCE

Be it known that

RANDALL C SHANNON

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

MASTER MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT	EXPIRES
DIESEL ENGINES	JUNE 30, 2022
DRIVE TRAIN	JUNE 30, 2022
BRAKES	JUNE 30, 2022
SUSPENSION AND STEERING	JUNE 30, 2022
ELECTRICAL/ELECTRONIC SYSTEMS	JUNE 30, 2024
HEATING, VENTILATION, AND A/C	JUNE 30, 2024
PREVENTIVE MAINTENANCE AND INSPECTION	JUNE 30, 2021

** **

GIVEN THIS 5TH DAY OF JULY 2019, AT LEESBURG, VIRGINIA

ASE-5563-2224
ASE IDENTIFICATION NUMBER

Timothy A. Zilke
TIMOTHY A. ZILKE, *President*

Knox County
Business Tax Standard License

June 18, 2024

DAVID J. GRAVES
ACTS FLEET MAINTENANCE SERVICE, INC.
PO BOX 12330
KNOXVILLE TN 37912-0330

Letter ID:	L1988811584
Expiration Date:	15-May-2025
Return Due By:	15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0105109857 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ .....

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

ACTS FLEET MAINTENANCE SERVICE, INC.
6818 SANDY VIEW WAY
KNOXVILLE TN 37912

Date Issued:	18-Jun-2024
Classification:	3
Letter ID:	L1988811584
License Number:	0105109857
Expiration Date:	15-May-2025

Knox County
Business Tax Standard License

June 18, 2024

DAVID J. GRAVES
ACTS FLEET MAINTENANCE SERVICE INC
PO BOX 12330
KNOXVILLE TN 37912-0330

Letter ID:	L1997478720
Expiration Date:	15-May-2025
Return Due By:	15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001415093 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ .....

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

ACTS FLEET MAINTENANCE SERVICE INC
1736 CALLAHAN DR
KNOXVILLE TN 37912-1211

Date Issued:	18-Jun-2024
Classification:	3
Letter ID:	L1997478720
License Number:	1001415093
Expiration Date:	15-May-2025

Knox County
Business Tax Standard License

June 18, 2024

ACTS FLEET MAINTENANCE SERVICE, INC.
10625 LEXINGTON DR
KNOXVILLE TN 37932-3214

Letter ID:	L1166498624
Expiration Date:	15-May-2025
Return Due By:	15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0104786707 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ .....

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

ACTS FLEET MAINTENANCE SERVICE, INC.
10625 LEXINGTON DR
KNOXVILLE TN 37932-3214

Date Issued:	18-Jun-2024
Classification:	3
Letter ID:	L1166498624
License Number:	0104786707
Expiration Date:	15-May-2025

Knox County Government

and

Clarke Power Services, Inc.

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Clarke Power Services, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Diesel Engine Repair Services, (Invitation for Bids #3615) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said products for County, as set forth in the Invitation for Bids, and at the price quoted for said products by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends the 31st day of January 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these products from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bids #3615 for Diesel Engine Repair Services per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3615. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide Diesel Engine Repair Services detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for the Diesel Engine Repair Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Diesel Engine Repair Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the products are provided and/or services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Diesel Engine Repair Services for Knox County in accordance with Invitation for Bids #3615.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bids #3615 with Addendum I
B. Contractor's Response to Invitation for Bids #3615

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

Clarke Power Services, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3615
with Addendum I

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Diesel Engine Repair Services** as specified herein. Bids must be received by **2:00 p.m. Eastern Time** on **December 17, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3615
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. **Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.**

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper;
1.19.2 Not include pages of unnecessary advertising;
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. Eastern Time** on **November 26, 2024**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to convey to prospective vendors the general type and quality of Diesel Engine Repair Services as desired by Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Fleet Service Center and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Government:
Knox County Fleet Service Center
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.8 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

3.9 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.10 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and proper email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.15 **DISCONTINUED ITEMS:** The successful vendor(s) shall notify the Knox County Procurement Division of any items or services that have been discontinued and recommend an appropriate substitution. The Knox County Fleet Service Center will be the sole judge if the substitution is appropriate.

3.16 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing Diesel Engine Repair Services. The list shall include, but not be limited to, number of certified technicians available to provide Diesel Engine Repair Services, number of service bays, type and quantity of equipment used for repairs (including age and condition), and number of years in business. Certifications for personnel shall be included in the bid package, if applicable. Equipment shall be submitted in **Attachment B** of this IFB.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Capabilities (Equipment and Personnel)	20 Points

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance **Attachment A** hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.24 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 The invoice must show the amount due to the Contractor by Knox County.
3.24.2 The invoice must show an itemized detailed material count, including: the date(s) of service; license number; Knox County decal number; the make and model of the vehicle; what service(s) was performed on each vehicle; and the associated unit price as stated in the Contract.
3.24.3 Invoices are to be original and uniquely pre-numbered.
3.24.4 Invoices which do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you.
Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.25 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.26 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.27 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.29 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.30 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

The following factors will prompt an automatic price increase: When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

3.31 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.32 **QUALITY CONTROL:** Bidders must supply parts/labor that are of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said parts/labor shall be cause for termination of the Contract. Defective parts/labor returned to the Contractor shall be promptly replaced/repaired by the Vendor at no cost to the County.

3.33 **QUANTITIES:** Knox County does not guarantee any quantities of goods or services to be purchased from this term Contract. Goods and services will be ordered on an as-needed basis.

3.34 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require.
Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.35 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business hours for repairs to be completed after receipt of Purchase Order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when guaranteed time is exceeded. Vendor must state the number of business hours, not a range of hours. For example, an unacceptable answer is "1 - 3 business hours." Vendors must be specific and state either "1 business hour" or "3 business hours." If Vendor states a range of hours, Knox County will base their answer on the maximum number of hours provided. The estimated turn-around time for average repairs in Section 6.2 of the IFB are for repairs only and assumes that parts needed are in stock at your facility.

3.37 **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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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.

3.38 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.39 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. Eastern Time** on **November 26, 2024**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to provide Diesel Engine Repair Services. Knox County will deliver equipment to the Contractor's location(s). Knox County reserves the right to get quotes for diesel engine repairs from other sources if the need arises.

4.2 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

4.2.1 Provide competent supervision.
4.2.2 Provide competent workers.
4.2.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
4.2.4 Notify Knox County designee when repairs are completed.

4.3 **DELIVERY/DISTANCE:** Knox County will be responsible for the transportation of any vehicles to the Contractor's facility. Bidders must state the address of their facility in which service will be performed. If bidder has multiple locations, please list all locations. Contractor's facility(ies) **must** be located within **fifty (50) miles** of the Knox County Fleet Service Center located at 205 West Baxter Avenue, Knoxville, TN 37917. Locations beyond this specified distance will not be considered.

4.4 **EXPERIENCE:** Bidders may be required to supply additional information regarding their demonstrated experience in providing Diesel Engine Repair Services.

4.5 **KNOX COUNTY'S RESPONSIBILITIES:** Knox County shall:

4.5.1 Deliver equipment to vendor during approved hours;
4.5.2 Pick-up equipment in a timely manner during approved hours once Knox County is notified work is complete.

4.6 **SCHEDULES:** Bidders may submit bids for both schedules or only one schedule. Schedules may be evaluated in total or individually as determined to be in the best interest of the County.

4.7 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

Please note that it is not necessary to return pages one (1) through eleven (11).
You must complete and return pages twelve (12) through seventeen (17).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's Email address: _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Number of years in business: _____

5.12 Number of Certified Technicians: _____

5.13 Number of Service Bays: _____

5.14 Business Location 1:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: _____

Business Location 2:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.15 Will your company be performing the Diesel Engine Repair Services at your facility? YES NO

If your response is no, please list the name and address of the Vendor that you intend to sub-contract work to below. NOTE: Any work sub-contracted to another Vendor requires the express written permission of Knox County.

Business Name:

_____

Contact Person's Name:

_____

Contact Person's Email Address:

_____

Contact Person's Phone Number:

_____

Business Location:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.16 What is the warranty on your repairs? _____

5.17 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO

5.18 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? YES NO

5.19 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19? YES NO

5.20 Did you include your certifications as detailed in Section 3.8? YES NO

5.21 Did you attach your Equipment List (Attachment B) as detailed in Section 3.16? YES NO

5.22 Did you include your fully executed Insurance Checklist as detailed in Section 3.21? YES NO

5.23 Does your facility location(s) meet the distance criteria as detailed in Section 4.3? YES NO

5.24 Did you complete and include the pricing in Section VI and submit it with your bid? YES NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

VENDOR NAME: _____

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.1 PRICING

SCHEDULE 1: LIGHT / MEDIUM DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes or No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.1.1	Dodge	2.7-L5 Diesel			$	$	%
6.1.2	Chrysler	Cummins 5.7L Diesel			$	$	%
6.1.3	Chrysler	Cummins 6.7L Diesel			$	$	%
6.1.4	Chrysler	Cummins 6.9L Diesel			$	$	%
6.1.5	Ford	6.4L Diesel			$	$	%
6.1.6	Ford	6.7L Diesel			$	$	%
6.1.7	Ford	6.9L Diesel			$	$	%
6.1.8	GM	6.2L Diesel			$	$	%
6.1.9	GM	6.5L Duramax Diesel			$	$	%
6.1.10	GM	6.6L Duramax Diesel			$	$	%
6.1.11	GM	6.7L Diesel			$	$	%
6.1.12	Isuzu	3.9L Diesel			$	$	%

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: _____

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.2 PRICING – SCHEDULE 2

SCHEDULE 2: HEAVY DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes/No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.2.1	Freightliner	Cummins 6.7L 6 Cyl. Diesel			$	$	%
6.2.2	GM	7.8L – 6 Cyl. Diesel			$	$	%
6.2.3	GM	8.1L Diesel			$	$	%
6.2.4	GM	CAT 3116 Diesel			$	$	%
6.2.5	International	7.3L Turbo Diesel			$	$	%
6.2.6	Isuzu	5.2L – L4 Diesel			$	$	%
6.2.7	Kenworth	PACCAR PX-6 6.7L - 6 Cyl. Diesel			$	$	%
6.2.8	Kenworth	PACCAR PX-8 8.3L - 6 Cyl. Diesel			$	$	%
6.2.9	Kenworth	PACCAR PX-9 8.9L - 6 Cyl. Diesel			$	$	%
6.2.10	Mack	10.8L - 6 Cyl. Diesel			$	$	%
6.2.11	Mack	MP7-405M Diesel			$	$	%
6.2.12	Mack	MP8-445C Diesel			$	$	%

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3615

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE — X — OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY — X — PROJECT — LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
EQUIPMENT LIST
INVITATION FOR BIDS NUMBER 3615

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Quantity of Resources or Equipment	Equipment or Resource	Age	Condition

NOTE: Attach additional pages if necessary.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bids 3515
Diesel Engine Repair Services

Addendum Date: **November 27, 2024** **Buyer:** **Brian Hubbs**

Opening Date: **December 17, 2024 at 2:00 PM** **Total Page(s):** **Two (2)**

This addendum shall become a part of the Invitation for Bids and specifications and shall be acknowledged on the bid form under Section 5.9.

Questions/Answers:

Question 1: Would Knox County be able to provide ESN/Make/Model/VIN information for line item 6.2.1?

Answer 1: See attached.

End of Addendum I.

Brian Hubbs
Construction and Contract Specialist
Knox County Procurement Division

KNOX COUNTY FLEET SERVICE CENTER
VEHICLE LISTING

Department	Equip. Tab	Year	Make	Model	Ven Number	Lic Number
1031985	RESCUE SQUAD					
	4753	2017	FREIGHTLIN	M2	1FVACWFC7JHJR6137	

Primary Fuel	DSL	***Asset No.***			***Driver***		
Status	Active	***In Service Date***	2018/08/01	***SvrAge***	77	***Odometer***	*47012*
Purchase Price	$0.00	***Vendor***	--			ClassID	4030
VehicleUsage	MULTIPLE DRIVERS						

Total Vehicles

1

Attachment B

Contractor's Response to Invitation for Bids #3615

Original

CLARKE Power Services | VEHICARE Fleet Solutions

Clarke Power Services Cincinnati Corporate Location

Attn: Scott Elfers

3133 East Kemper Road

Cincinnati Ohio 45241

513-652-5638

selfers@clarkepsi.com

Clarke Power Services Knoxville Branch (work will be done location)

Attn: Ryan Kelly

1429 Ault Road

Knoxville Tennessee 37914

865-689-3722

rkelly@clarkepsi.com

Bid Proposal

Knox County Procurement Division

Bid Number 3615

I just wanted to provide a snippet that here at Clarke Power Services, as an Allison and Freightliner vendor we can get some of the best pricing you will see. We are able to provide top-of-the-line parts and top-of-the-line service. Our mechanics and customer support people have been properly trained to serve your needs in the most professional ways. I hope that we can continue to do business in the future.



CLARKE
Power Services

CINCINNATI, OH
3133 E. Kemper Road, Cincinnati, OH 45241

ALL MAKES, ALL MODELS

Full-Service Truck Shop

Experience the advantages of Clarke Country at our Cincinnati shop, which features:

- Preventive Maintenance
- Heavy Duty Engine Services
- Transmission Repair
- General Truck Repair
- A/C Services
- 24-Hour, On-Call Support
- DOT Inspections
- Road Breakdown Services
- On-Site Mobile PM
- Military Equipment
- Bus & Coach Services
- Chassis Dyno

Allison Transmission · DETROIT · Perkins · Mercedes-Benz · mtu · GEOTAB · WELLER TRUCK PARTS · Webasto Feel the Drive · MUNCIE

CONTACT US

Craig Hahn
Customer Support Manager
513-289-7129
chahn@clarkepsi.com

Chris Lawrence
Territory Sales Manager
513-823-8622
clawrence@clarkepsi.com

Hours:
Monday-Friday: 7 a.m. - 12 a.m.
Saturday: 8 a.m. - 1 p.m.

24-Hour Support:
513-771-2200

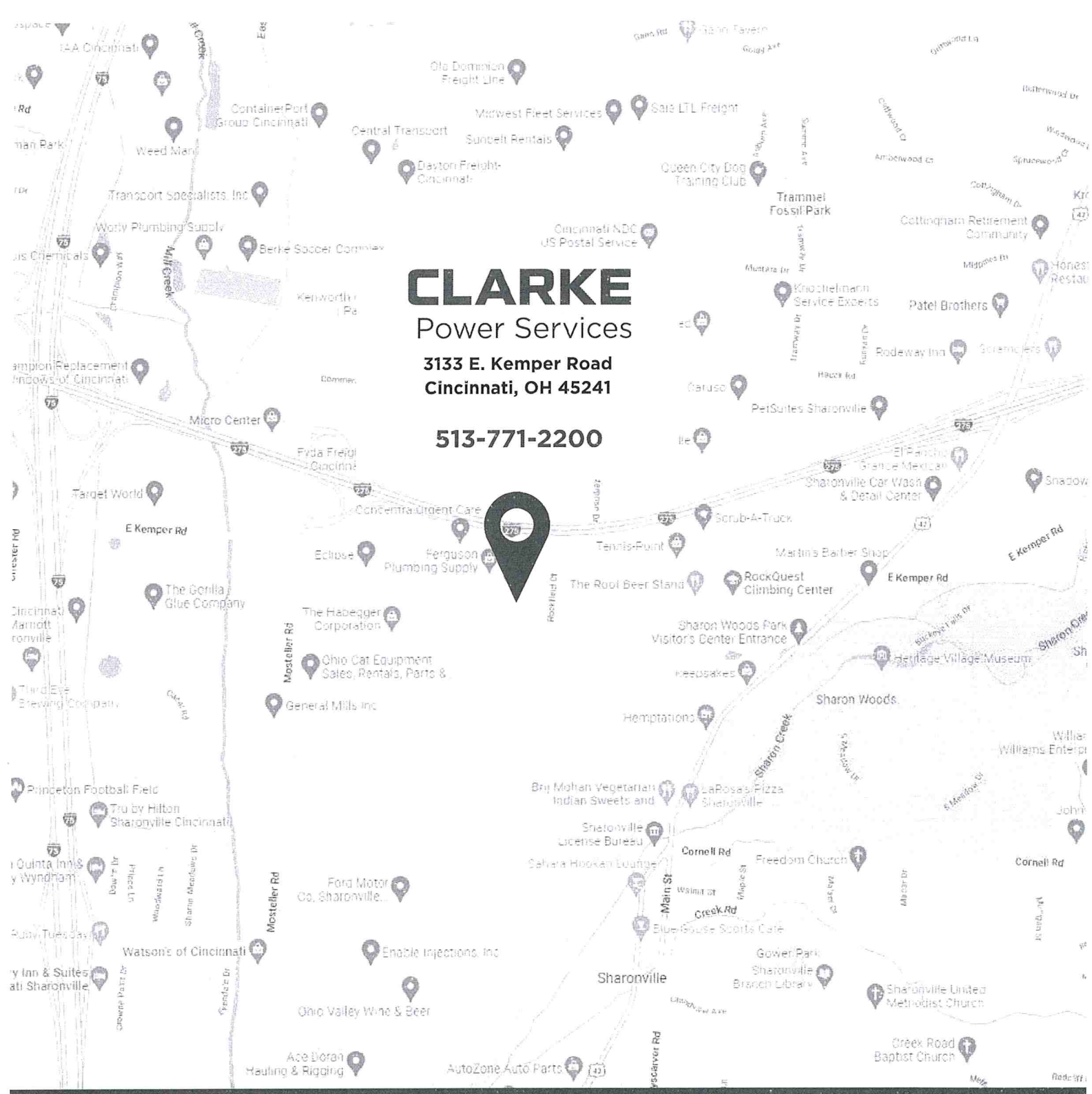


WELCOME TO CLARKE COUNTRY

Proud to be an authorized service center for Detroit Diesel, Allison Transmissions, Vehicare Fleet Solutions, MTU, Perkins Engines, Mercedes-Benz truck engines, Sterling Trucks and WheelTime, Clarke Power Services offers 20 full-service shops and 180+ mobile service trucks across 9 states.

Our expert team provides a one-stop shop for both individual and comprehensive repairs, with each location featuring a full inventory of parts for on-highway and off-highway trucks.

clarkepowerservices.com

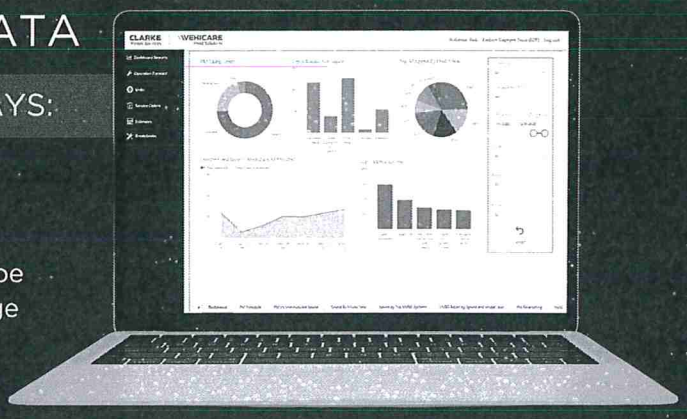


VAMS: HARNESS THE POWER OF DATA

OUR EASY TO UNDERSTAND DASHBOARD DISPLAYS:

Get real-time, actionable data to make smart informed decisions about your fleet. VAMS, Vehicare Asset Management System, is a powerful data analytics application that is free to you as a client of our preventive maintenance program.

- PM Compliance
- PM Forecasting
- Total Spend by Unit
- Spend by Repair Type
- Spend by Date Range



CLARKE
Power Services

CELEBRATING 60 YEARS 1964 - 2024

KNOXVILLE, TN
1429 Ault Road, Knoxville, TN 37914

ALL MAKES, ALL MODELS

Full-Service Truck Shop

Experience the advantages of Clarke Country at our Knoxville shop, which features:

- Heavy Duty Engine Services
- Transmission Repair
- General Truck Repair
- A/C Services
- 24-Hour, On-Call Support
- WheelTime Service Center
- Bus & Coach Services
- Cummins & Caterpillar Repair
- Allison Warranty Certified
- DOT Inspections
- Road Breakdown Services
- Military Equipment
- Webasto Sales & Installation
- Authorized Geotab Reseller & Installer
- Allison EGEN FLEX Hybrid Battery Supplier
- Bus & Coach Services
- Chassis Dyno

Allison Transmission · DETROIT · Mercedes-Benz · mtu · GEOTAB · MUNCIE · WELLER TRUCK PARTS · Webasto Feel the Drive

and more...

CONTACT US

Ryan Kelly
Customer Support Manager
865-318-0292
rkelly@clarkepsi.com

James Willis
Account Manager
865-863-1932
jwillis@clarkepsi.com

Hours:
Monday-Friday: 7 a.m. - 5 p.m.

24-Hour Support:
865-689-3722



WELCOME TO CLARKE COUNTRY

Proud to be an authorized service center for Detroit Diesel, Allison Transmissions, Vehicare Fleet Solutions, MTU, Perkins Engines, Mercedes-Benz truck engines, Sterling Trucks and WheelTime, Clarke Power Services offers 20 full-service shops and 180+ mobile service trucks across 9 states.

Our expert team provides a one-stop shop for both individual and comprehensive repairs, with each location featuring a full inventory of parts for on-highway and off-highway trucks.

clarkepowerservices.com

CLARKE
Power Services

1429 Ault Road,
Knoxville, TN 37914

865-689-3722

VAMS: HARNESS THE POWER OF DATA

OUR EASY TO UNDERSTAND DASHBOARD DISPLAYS:

Get real-time, actionable data to make smart informed decisions about your fleet. VAMS, Vehicare Asset Management System, is a powerful data analytics application that is free to you as a client of our preventive maintenance program.

- PM Compliance
- PM Forecasting
- Total Spend by Unit
- Spend by Repair Type
- Spend by Date Range



The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Diesel Engine Repair Services** as specified herein. Bids must be received by **2:00 p.m. Eastern Time** on **December 17, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3615
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. **Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.**

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper;
1.19.2 Not include pages of unnecessary advertising;
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. Eastern Time** on **November 26, 2024**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to convey to prospective vendors the general type and quality of Diesel Engine Repair Services as desired by Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Fleet Service Center and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Government:
Knox County Fleet Service Center
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.8 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

3.9 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.10 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and proper email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.15 **DISCONTINUED ITEMS:** The successful vendor(s) shall notify the Knox County Procurement Division of any items or services that have been discontinued and recommend an appropriate substitution. The Knox County Fleet Service Center will be the sole judge if the substitution is appropriate.

3.16 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing Diesel Engine Repair Services. The list shall include, but not be limited to, number of certified technicians available to provide Diesel Engine Repair Services, number of service bays, type and quantity of equipment used for repairs (including age and condition), and number of years in business. Certifications for personnel shall be included in the bid package, if applicable. Equipment shall be submitted in **Attachment B** of this IFB.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Capabilities (Equipment and Personnel)	20 Points

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance **Attachment A** hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.24 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 The invoice must show the amount due to the Contractor by Knox County.
3.24.2 The invoice must show an itemized detailed material count, including: the date(s) of service; license number; Knox County decal number; the make and model of the vehicle; what service(s) was performed on each vehicle; and the associated unit price as stated in the Contract.
3.24.3 Invoices are to be original and uniquely pre-numbered.
3.24.4 Invoices which do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you.
Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.25 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.26 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.27 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.29 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.30 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

The following factors will prompt an automatic price increase: When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

3.31 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.32 **QUALITY CONTROL:** Bidders must supply parts/labor that are of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said parts/labor shall be cause for termination of the Contract. Defective parts/labor returned to the Contractor shall be promptly replaced/repaired by the Vendor at no cost to the County.

3.33 **QUANTITIES:** Knox County does not guarantee any quantities of goods or services to be purchased from this term Contract. Goods and services will be ordered on an as-needed basis.

3.34 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require.
Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.35 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business hours for repairs to be completed after receipt of Purchase Order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when guaranteed time is exceeded. Vendor must state the number of business hours, not a range of hours. For example, an unacceptable answer is "1 - 3 business hours." Vendors must be specific and state either "1 business hour" or "3 business hours." If Vendor states a range of hours, Knox County will base their answer on the maximum number of hours provided. The estimated turn-around time for average repairs in Section 6.2 of the IFB are for repairs only and assumes that parts needed are in stock at your facility.

3.37 **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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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.

3.38 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.39 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. Eastern Time** on **November 26, 2024**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to provide Diesel Engine Repair Services. Knox County will deliver equipment to the Contractor's location(s). Knox County reserves the right to get quotes for diesel engine repairs from other sources if the need arises.

4.2 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

4.2.1 Provide competent supervision.
4.2.2 Provide competent workers.
4.2.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
4.2.4 Notify Knox County designee when repairs are completed.

4.3 **DELIVERY/DISTANCE:** Knox County will be responsible for the transportation of any vehicles to the Contractor's facility. Bidders must state the address of their facility in which service will be performed. If bidder has multiple locations, please list all locations. Contractor's facility(ies) **must** be located within **fifty (50) miles** of the Knox County Fleet Service Center located at 205 West Baxter Avenue, Knoxville, TN 37917. Locations beyond this specified distance will not be considered.

4.4 **EXPERIENCE:** Bidders may be required to supply additional information regarding their demonstrated experience in providing Diesel Engine Repair Services.

4.5 **KNOX COUNTY'S RESPONSIBILITIES:** Knox County shall:

4.5.1 Deliver equipment to vendor during approved hours;
4.5.2 Pick-up equipment in a timely manner during approved hours once Knox County is notified work is complete.

4.6 **SCHEDULES:** Bidders may submit bids for both schedules or only one schedule. Schedules may be evaluated in total or individually as determined to be in the best interest of the County.

4.7 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

Please note that it is not necessary to return pages one (1) through eleven (11).
You must complete and return pages twelve (12) through seventeen (17).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: Clarke Power Services

5.2 Vendor number as assigned by Knox County: N/A

5.3 Street Address: 1429 Ault Road

City: Knoxville State: Tennessee Zip: 37914

5.4 Contact Person: Ryan Kelly / Scott Elfers

5.5 Telephone Number: 865-689-3722 / 513-652-5638

5.6 Vendor's Email address: rkelly@clarkepsi.com / selfers@clarkepsi.com

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Scott Elfers
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable) *Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1 ✓ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.10 Do you accept the terms and conditions of the bid? (YES) NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Number of years in business: 60

5.12 Number of Certified Technicians: 8

5.13 Number of Service Bays: 19

5.14 Business Location 1:

Address:

1429 Ault Road
Knoxville TN 37914

Hours of Operation:

Monday – Friday: 7-5

Saturday: CLOSED

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: Clarke Power Services

Business Location 2:

Address:

3133 East Kemper Road

Cincinnati OH 45241

Hours of Operation:

Monday – Friday: 7AM - 6PM

Saturday: None

5.15 Will your company be performing the Diesel Engine Repair Services at your facility? (YES) NO

If your response is no, please list the name and address of the Vendor that you intend to sub-contract work to below. NOTE: Any work sub-contracted to another Vendor requires the express written permission of Knox County.

Business Name:

Contact Person's Name:

Contact Person's Email Address:

Contact Person's Phone Number:

Business Location:

Address:

Hours of Operation:

Monday – Friday:

Saturday:

5.16 What is the warranty on your repairs? ONE YEAR PARTS AND LABOR FOR DETRIOT AND ALLISON.ALL OTHER MAKES AND MANUFACTURE WARRANTY ON INSTALLED COMPNET PARTS ONLY WORKMANSHIP IS WARRANTIED FOR 90 DAYS ON LABOR

5.17 Did you include the correct number of exact copies as detailed in Section 1.9? (YES) NO

5.18 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? (YES) NO

5.19 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19? (YES) NO

5.20 Did you include your certifications as detailed in Section 3.8? (YES) NO

5.21 Did you attach your Equipment List (Attachment B) as detailed in Section 3.16? (YES) NO

5.22 Did you include your fully executed Insurance Checklist as detailed in Section 3.21? (YES) NO

5.23 Does your facility location(s) meet the distance criteria as detailed in Section 4.3? (YES) NO

5.24 Did you complete and include the pricing in Section VI and submit it with your bid? (YES) NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

VENDOR NAME: Clarke Power Services

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.1 PRICING

SCHEDULE 1: LIGHT / MEDIUM DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes or No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.1.1	Dodge	2.7-L5 Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.2	Chrysler	Cummins 5.7L Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.3	Chrysler	Cummins 6.7L Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.4	Chrysler	Cummins 6.9L Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.5	Ford	6.4L Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.6	Ford	6.7L Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.7	Ford	6.9L Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.8	GM	6.2L Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.9	GM	6.5L Duramax Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.10	GM	6.6L Duramax Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.11	GM	6.7L Diesel	YES	16 HRS	$ 125	$ 125	20 %
6.1.12	Isuzu	3.9L Diesel	YES	16 HRS	$ 125	$ 125	20 %

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: CLARKE POWER SERVICES, INC

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.2 PRICING – SCHEDULE 2

SCHEDULE 2: HEAVY DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes/No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.2.1	Freightliner	Cummins 6.7L 6 Cyl. Diesel	YES	24 HRS	$ 135	$ 135	20 %
6.2.2	GM	7.8L – 6 Cyl. Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.3	GM	8.1L Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.4	GM	CAT 3116 Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.5	International	7.3L Turbo Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.6	Isuzu	5.2L – L4 Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.7	Kenworth	PACCAR PX-6 6.7L - 6 Cyl. Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.8	Kenworth	PACCAR PX-8 8.3L - 6 Cyl. Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.9	Kenworth	PACCAR PX-9 8.9L - 6 Cyl. Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.10	Mack	10.8L - 6 Cyl. Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.11	Mack	MP7-405M Diesel	YES	24 HR	$ 135	$ 135	20 %
6.2.12	Mack	MP8-445C Diesel	YES	24 HR	$ 135	$ 135	20 %

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3615

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X | ANY AUTO-SYMBOL (1) |	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY / X / PROJECT / LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

Client#: 667855 CLARKPOW

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2024

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

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

PRODUCER	CONTACT NAME: Barb Blankenship	
USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	PHONE (A/C, No, Ext): 513 852-6300	FAX (A/C, No): 513 852-6428
	E-MAIL ADDRESS: barb.blankenship@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Great American Insurance Company	16691
INSURER C : Continental Casualty Company	20443
INSURER D : Transportation Insurance Company	20494
INSURER E :	
INSURER F :	

INSURED
Clarke Power Services, Inc.
3133 East Kemper Road
Cincinnati, OH 45241

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			C2095931897	11/01/2024	11/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X PD Ded:25,000						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			BUA4017046399	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			TUU289773805	11/01/2024	11/01/2025	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5082521072	11/01/2024	11/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Inland Marine			C6024360174	11/01/2024	11/01/2025	100,000 Leased / Rented	

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

RE: Invitation for Bids Number 3615

The general liability, automobile liability and umbrella/excess policies contain an automatic Additional Insured endorsement that provides Additional Insured status to Knox County only with regard to work performed on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER

Knox County
400 Main Street, Suite 225
Knoxville, TN 37902

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
EQUIPMENT LIST
INVITATION FOR BIDS NUMBER 3615

VENDOR NAME: Clarke Power Services

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Quantity of Resources or Equipment	Equipment or Resource	Age	Condition
2	24/7 ON CALL SERIVCE TRUCK	1-4 YEARS	GOOD
4	MOBILE SERVICE UNITS	2 YRS	GOOD
1	PAINT BOOTH	2 YEAR	GOOD
1	MOBILE WELDING UNIT	1 YEAR	GOOD
1	SAND BLAST BOOTH-MEDUIM SIZE	2 YEAR	GOOD
1	MOBILE A/C RECOVERY	1 YEAR	GOOD
4	4 POST LIFTS 16K-18K	VARIOUS	GOOD
3	OVERHEAD HOIST 3-5 TON	VARIOUS	GOOD
6	DIAGNOSTICS LAPTOP W/VARIOUS OEM SOFTWARE	VARIOUS	GOOD
2	HD A/C MACHINE	3 YEARS	GOOD
2	MILLER PLASMA CUTTERS	4 YEARS	GOOD
2	MILLER MIC WELDERS	5 YEARS	GOOD

NOTE: Attach additional pages if necessary.

BRAKE INSPECTOR QUALIFICATIONS

Certification – 49 CFR – Part 396.25

"Brake Inspector" means any employee of a motor carrier who is responsible for ensuring all brake inspections, maintenance, service, or repairs to any commercial motor vehicle, subject to the motor carrier's control, meet the applicable Standards.

No motor carrier shall require or permit any employee who does not meet minimum brake inspector qualifications to be responsible for the inspection, maintenance, service or repairs of any brakes on its commercial motor vehicles.

Minimum Qualifications

- [x] Understands and can perform brake service and inspection
- [x] Is knowledgeable of and has mastered the methods, procedures, tools and equipment necessary to perform brake service and inspection
- [x] Is capable of performing brake service or inspection by reason of experience, training, or both, and qualifies in one of the following categories (check all that apply):

I. ☐ Has successfully completed an apprenticeship program sponsored or approved by a State, Canadian Province, a Federal agency or labor union, or has a certificate from a State or Canadian Province which qualifies the person to perform brake service or inspections. Specify:

_____

or

II. ☐ Has brake-related training or experience or a combination thereof totaling at least one year as follows (check all that apply):

A. ☑ Participation in a brake maintenance or inspection training program sponsored by a brake or vehicle manufacturer or similar commercial training program. Where and Date:

NADC

B. ☐ _____ (years) experience performing brake maintenance or inspection in a motor carrier maintenance program. Name and Date:

_____

C. ☐ 24 (years) experience performing brake maintenance or inspection at a commercial garage, fleet leasing company, or similar facility. Name of Facility and Dates:

_____

I certify the above information is true and accurate to the best of my knowledge.

Employee _____ 11-20-24

Signature of Mechanic/Inspector — Date

Motor Carrier/Company _____ 11/2/24

Signature of Employer/Supervisor — Date

Evidence of Inspector Qualifications are on file at:

Clarke Power

BRAKE INSPECTOR QUALIFICATIONS

Certification – 49 CFR – Part 396.25

"Brake Inspector" means any employee of a motor carrier who is responsible for ensuring all brake inspections, maintenance, service, or repairs to any commercial motor vehicle, subject to the motor carrier's control, meet the applicable Standards.

No motor carrier shall require or permit any employee who does not meet minimum brake inspector qualifications to be responsible for the inspection, maintenance, service or repairs of any brakes on its commercial motor vehicles.

Minimum Qualifications

- [x] Understands and can perform brake service and inspection
- [x] Is knowledgeable of and has mastered the methods, procedures, tools and equipment necessary to perform brake service and inspection
- [x] Is capable of performing brake service or inspection by reason of experience, training, or both, and qualifies in one of the following categories (check all that apply):

I. ☐ Has successfully completed an apprenticeship program sponsored or approved by a State, Canadian Province, a Federal agency or labor union, or has a certificate from a State or Canadian Province which qualifies the person to perform brake service or inspections. Specify:

_____

or

II. ☐ Has brake-related training or experience or a combination thereof totaling at least one year as follows (check all that apply):

A. ☒ Participation in a brake maintenance or inspection training program sponsored by a brake or vehicle manufacturer or similar commercial training program. Where and Date:

_____

B. ☐ _____ (years) experience performing brake maintenance or inspection in a motor carrier maintenance program. Name and Date:

_____

C. ☒ 20 (years) experience performing brake maintenance or inspection at a commercial garage, fleet leasing company, or similar facility. Name of Facility and Dates:

Superior Carriers 2004 - To Present Clark Power

I certify the above information is true and accurate to the best of my knowledge.

Employee Adam [signature] 11-20-24

Signature of Mechanic/Inspector — Date

Motor Carrier/Company [signature] 11/20/24

Signature of Employer/Supervisor — Date

Evidence of Inspector Qualifications are on file at:

Clarke Power

BRAKE INSPECTOR QUALIFICATIONS

Certification – 49 CFR – Part 396.25

"Brake Inspector" means any employee of a motor carrier who is responsible for ensuring all brake inspections, maintenance, service, or repairs to any commercial motor vehicle, subject to the motor carrier's control, meet the applicable Standards.

No motor carrier shall require or permit any employee who does not meet minimum brake inspector qualifications to be responsible for the inspection, maintenance, service or repairs of any brakes on its commercial motor vehicles.

Minimum Qualifications

☒ Understands and can perform brake service and inspection

☒ Is knowledgeable of and has mastered the methods, procedures, tools and equipment necessary to perform brake service and inspection

☒ Is capable of performing brake service or inspection by reason of experience, training, or both, and qualifies in one of the following categories (check all that apply):

I. ☐ Has successfully completed an apprenticeship program sponsored or approved by a State, Canadian Province, a Federal agency or labor union, or has a certificate from a State or Canadian Province which qualifies the person to perform brake service or inspections. Specify:

_____

or

II. ☑ Has brake-related training or experience or a combination thereof totaling at least one year as follows (check all that apply):

A. ☑ Participation in a brake maintenance or inspection training program sponsored by a brake or vehicle manufacturer or similar commercial training program. Where and Date:

WTI, Dodge, Bendix, Meritor 2003 – 2024

B. ☑ 16 (years) experience performing brake maintenance or inspection in a motor carrier maintenance program. Name and Date:

Dodge 2008

C. ☑ 16 (years) experience performing brake maintenance or inspection at a commercial garage, fleet leasing company, or similar facility. Name of Facility and Dates:

Dodge, Northrop Grumman, Fortitude NTC

I certify the above information is true and accurate to the best of my knowledge.

Employee _____ 11/20/24

Signature of Mechanic/Inspector — Date

Motor Carrier/Company _____ 11/20/24

Signature of Employer/Supervisor — Date

Evidence of Inspector Qualifications are on file at:

Clarke Power

BRAKE INSPECTOR QUALIFICATIONS

Certification – 49 CFR – Part 396.25

"Brake Inspector" means any employee of a motor carrier who is responsible for ensuring all brake inspections, maintenance, service, or repairs to any commercial motor vehicle, subject to the motor carrier's control, meet the applicable Standards.

No motor carrier shall require or permit any employee who does not meet minimum brake inspector qualifications to be responsible for the inspection, maintenance, service or repairs of any brakes on its commercial motor vehicles.

Minimum Qualifications

☒ Understands and can perform brake service and inspection

☒ Is knowledgeable of and has mastered the methods, procedures, tools and equipment necessary to perform brake service and inspection

☒ Is capable of performing brake service or inspection by reason of experience, training, or both, and qualifies in one of the following categories (check all that apply):

I. ☐ Has successfully completed an apprenticeship program sponsored or approved by a State, Canadian Province, a Federal agency or labor union, or has a certificate from a State or Canadian Province which qualifies the person to perform brake service or inspections. Specify:

_____

or

II. ☑ Has brake-related training or experience or a combination thereof totaling at least one year as follows (check all that apply):

A. ☑ Participation in a brake maintenance or inspection training program sponsored by a brake or vehicle manufacturer or similar commercial training program. Where and Date:

Clarke Power Services. 8-2019

B. ☑ 15 (years) experience performing brake maintenance or inspection in a motor carrier maintenance program. Name and Date:

Clarke Power Services 3-2018 / GM Automotive. 6-2006

C. ☒ 20 (years) experience performing brake maintenance or inspection at a commercial garage, fleet leasing company, or similar facility. Name of Facility and Dates:

Clarke Power Services. 3-2018 GM 6-2006 MTS 8-2016

I certify the above information is true and accurate to the best of my knowledge.

Employee _____ 11-20-24

Signature of Mechanic/Inspector — Date

Motor Carrier/Company _____ 11/6/24

Signature of Employer/Supervisor — Date

Evidence of Inspector Qualifications are on file at:

Clarke Power

BRAKE INSPECTOR QUALIFICATIONS

Certification – 49 CFR – Part 396.25

"Brake Inspector" means any employee of a motor carrier who is responsible for ensuring all brake inspections, maintenance, service, or repairs to any commercial motor vehicle, subject to the motor carrier's control, meet the applicable Standards.

No motor carrier shall require or permit any employee who does not meet minimum brake inspector qualifications to be responsible for the inspection, maintenance, service or repairs of any brakes on its commercial motor vehicles.

Minimum Qualifications

- [x] Understands and can perform brake service and inspection
- [x] Is knowledgeable of and has mastered the methods, procedures, tools and equipment necessary to perform brake service and inspection
- [x] Is capable of performing brake service or inspection by reason of experience, training, or both, and qualifies in one of the following categories (check all that apply):

I. ☐ Has successfully completed an apprenticeship program sponsored or approved by a State, Canadian Province, a Federal agency or labor union, or has a certificate from a State or Canadian Province which qualifies the person to perform brake service or inspections. Specify:

_____

or

II. ☒ Has brake-related training or experience or a combination thereof totaling at least one year as follows (check all that apply):

A. ☒ Participation in a brake maintenance or inspection training program sponsored by a brake or vehicle manufacturer or similar commercial training program. Where and Date:
Bendix & Meritor online & Cloake Training

B. ☒ 12 (years) experience performing brake maintenance or inspection in a motor carrier maintenance program. Name and Date:
B&C Transportation & US Army

C. ☐ _____ (years) experience performing brake maintenance or inspection at a commercial garage, fleet leasing company, or similar facility. Name of Facility and Dates:

_____

I certify the above information is true and accurate to the best of my knowledge.

Employee _____ 2024 11 20
Signature of Mechanic/Inspector — Date

Motor Carrier/Company _____ 11/8/24
Signature of Employer/Supervisor — Date

Evidence of Inspector Qualifications are on file at:
Clarke Power

INSPECTOR QUALIFICATIONS

Certification – 49 CFR – Part 396.19

Motor carriers are responsible for ensuring that individual(s) performing an annual inspection under 396.19 are qualified as follows:

☒ Understands the inspection criteria set forth in Part 393 and Appendix G and can identify defective components

☒ Is knowledgeable of and has mastered the methods, procedures, tools and equipment used when performing an inspection

☒ Is capable of performing an inspection by reason of experience, training, or both, and qualifies in one of the following categories (check all that apply):

I. ☐ Successfully completed a State or Federal training program or has certificate from a State or Canadian Province which qualifies the person to perform commercial vehicle safety inspections. Specify:

_____

or

II. ☒ Have a combination of training or experience totaling at least one year as follows (check all that apply):

A. ☐ Participation in a truck manufacturer-sponsored training program or similar commercial training program designed to train students in truck operation and maintenance. Where and Date:

_____

B. ☒ 3½ (years) experience as a mechanic or inspector in a motor carrier maintenance program. Name and Date:
VOLUNTEER / SAVANNAH TRANSPORT 8-89 TO 8-2013

C. ☒ 3.7 (years) experience as a mechanic or inspector in truck maintenance at a commercial garage, fleet leasing company, or similar facility. Name of Facility and Dates:
CLARKE Power Service 11-13-2013 - To Present

D. ☐ _____ (years) experience as a commercial vehicle inspector for a State, Provincial, or Federal Government. Where and Dates:

_____

I certify the above information is true and accurate to the best of my knowledge.

Employee DWAYNE BAILEY 11-19-24

Signature of Mechanic/Inspector Date

Motor Carrier/Company _____ 11/19/24

Signature of Employer/Supervisor Date

Evidence of Inspector Qualifications are on file at:
Clarke Power

BRAKE INSPECTOR QUALIFICATIONS

Certification – 49 CFR – Part 396.25

"Brake Inspector" means any employee of a motor carrier who is responsible for ensuring all brake inspections, maintenance, service, or repairs to any commercial motor vehicle, subject to the motor carrier's control, meet the applicable Standards.

No motor carrier shall require or permit any employee who does not meet minimum brake inspector qualifications to be responsible for the inspection, maintenance, service or repairs of any brakes on its commercial motor vehicles.

Minimum Qualifications

- [x] Understands and can perform brake service and inspection
- [x] Is knowledgeable of and has mastered the methods, procedures, tools and equipment necessary to perform brake service and inspection
- [x] Is capable of performing brake service or inspection by reason of experience, training, or both, and qualifies in one of the following categories (check all that apply):

I. [x] Has successfully completed an apprenticeship program sponsored or approved by a State, Canadian Province, a Federal agency or labor union, or has a certificate from a State or Canadian Province which qualifies the person to perform brake service or inspections. Specify:

UNOH

or

II. [x] Has brake-related training or experience or a combination thereof totaling at least one year as follows (check all that apply):

A. [x] Participation in a brake maintenance or inspection training program sponsored by a brake or vehicle manufacturer or similar commercial training program. Where and Date:

UNOH 2009

B. [x] 15 (years) experience performing brake maintenance or inspection in a motor carrier maintenance program. Name and Date:

Same as Below

C. [x] 15 (years) experience performing brake maintenance or inspection at a commercial garage, fleet leasing company, or similar facility. Name of Facility and Dates: Adams Country Truck Repair 2007 EPES - 2010 Landmark 2014 Highway Transpor 2016 Clarke 2017

I certify the above information is true and accurate to the best of my knowledge.

Employee [signature] 11-19-24

Signature of Mechanic/Inspector — Date

Motor Carrier/Company [signature] 11/20/24

Signature of Employer/Supervisor — Date

Evidence of Inspector Qualifications are on file at:

Clarke Power

Knox County Government

and

Cummins, Inc. d/b/a Cummins Sales and Service

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Cummins, Inc. d/b/a Cummins Sales and Service, hereinafter referred to as "Contractor".

Whereas, County requested bids for Diesel Engine Repair Services, (Invitation for Bids #3615) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said products for County, as set forth in the Invitation for Bids, and at the price quoted for said products by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends the 31st day of January 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these products from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bids #3615 for Diesel Engine Repair Services per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3615. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide Diesel Engine Repair Services detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for the Diesel Engine Repair Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Diesel Engine Repair Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the products are provided and/or services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Diesel Engine Repair Services for Knox County in accordance with Invitation for Bids #3615.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bids #3615 with Addendum I
B. Contractor's Response to Invitation for Bids #3615

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

Cummins, Inc. d/b/a Cummins Sales and Service

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3615
with Addendum I

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Diesel Engine Repair Services** as specified herein. Bids must be received by **2:00 p.m. Eastern Time** on **December 17, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3615
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. **Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.**

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper;
1.19.2 Not include pages of unnecessary advertising;
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. Eastern Time** on **November 26, 2024**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to convey to prospective vendors the general type and quality of Diesel Engine Repair Services as desired by Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Fleet Service Center and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Government:
Knox County Fleet Service Center
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.8 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

3.9 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.10 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and proper email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.15 **DISCONTINUED ITEMS:** The successful vendor(s) shall notify the Knox County Procurement Division of any items or services that have been discontinued and recommend an appropriate substitution. The Knox County Fleet Service Center will be the sole judge if the substitution is appropriate.

3.16 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing Diesel Engine Repair Services. The list shall include, but not be limited to, number of certified technicians available to provide Diesel Engine Repair Services, number of service bays, type and quantity of equipment used for repairs (including age and condition), and number of years in business. Certifications for personnel shall be included in the bid package, if applicable. Equipment shall be submitted in **Attachment B** of this IFB.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Capabilities (Equipment and Personnel)	20 Points

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance **Attachment A** hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.24 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 The invoice must show the amount due to the Contractor by Knox County.
3.24.2 The invoice must show an itemized detailed material count, including: the date(s) of service; license number; Knox County decal number; the make and model of the vehicle; what service(s) was performed on each vehicle; and the associated unit price as stated in the Contract.
3.24.3 Invoices are to be original and uniquely pre-numbered.
3.24.4 Invoices which do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you.
Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.25 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.26 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.27 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.29 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.30 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

The following factors will prompt an automatic price increase: When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

3.31 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.32 **QUALITY CONTROL:** Bidders must supply parts/labor that are of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said parts/labor shall be cause for termination of the Contract. Defective parts/labor returned to the Contractor shall be promptly replaced/repaired by the Vendor at no cost to the County.

3.33 **QUANTITIES:** Knox County does not guarantee any quantities of goods or services to be purchased from this term Contract. Goods and services will be ordered on an as-needed basis.

3.34 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require.
Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.35 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business hours for repairs to be completed after receipt of Purchase Order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when guaranteed time is exceeded. Vendor must state the number of business hours, not a range of hours. For example, an unacceptable answer is "1 - 3 business hours." Vendors must be specific and state either "1 business hour" or "3 business hours." If Vendor states a range of hours, Knox County will base their answer on the maximum number of hours provided. The estimated turn-around time for average repairs in Section 6.2 of the IFB are for repairs only and assumes that parts needed are in stock at your facility.

3.37 **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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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.

3.38 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.39 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. Eastern Time** on **November 26, 2024**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to provide Diesel Engine Repair Services. Knox County will deliver equipment to the Contractor's location(s). Knox County reserves the right to get quotes for diesel engine repairs from other sources if the need arises.

4.2 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

4.2.1 Provide competent supervision.
4.2.2 Provide competent workers.
4.2.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
4.2.4 Notify Knox County designee when repairs are completed.

4.3 **DELIVERY/DISTANCE:** Knox County will be responsible for the transportation of any vehicles to the Contractor's facility. Bidders must state the address of their facility in which service will be performed. If bidder has multiple locations, please list all locations. Contractor's facility(ies) **must** be located within **fifty (50) miles** of the Knox County Fleet Service Center located at 205 West Baxter Avenue, Knoxville, TN 37917. Locations beyond this specified distance will not be considered.

4.4 **EXPERIENCE:** Bidders may be required to supply additional information regarding their demonstrated experience in providing Diesel Engine Repair Services.

4.5 **KNOX COUNTY'S RESPONSIBILITIES:** Knox County shall:

4.5.1 Deliver equipment to vendor during approved hours;
4.5.2 Pick-up equipment in a timely manner during approved hours once Knox County is notified work is complete.

4.6 **SCHEDULES:** Bidders may submit bids for both schedules or only one schedule. Schedules may be evaluated in total or individually as determined to be in the best interest of the County.

4.7 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

Please note that it is not necessary to return pages one (1) through eleven (11).
You must complete and return pages twelve (12) through seventeen (17).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's Email address: _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Number of years in business: _____

5.12 Number of Certified Technicians: _____

5.13 Number of Service Bays: _____

5.14 Business Location 1:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: _____

Business Location 2:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.15 Will your company be performing the Diesel Engine Repair Services at your facility? YES NO

If your response is no, please list the name and address of the Vendor that you intend to sub-contract work to below. NOTE: Any work sub-contracted to another Vendor requires the express written permission of Knox County.

Business Name:

_____

Contact Person's Name:

_____

Contact Person's Email Address:

_____

Contact Person's Phone Number:

_____

Business Location:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.16 What is the warranty on your repairs? _____

5.17 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO

5.18 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? YES NO

5.19 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19? YES NO

5.20 Did you include your certifications as detailed in Section 3.8? YES NO

5.21 Did you attach your Equipment List (Attachment B) as detailed in Section 3.16? YES NO

5.22 Did you include your fully executed Insurance Checklist as detailed in Section 3.21? YES NO

5.23 Does your facility location(s) meet the distance criteria as detailed in Section 4.3? YES NO

5.24 Did you complete and include the pricing in Section VI and submit it with your bid? YES NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

VENDOR NAME: _____

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.1 PRICING

SCHEDULE 1: LIGHT / MEDIUM DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes or No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.1.1	Dodge	2.7-L5 Diesel			$	$	%
6.1.2	Chrysler	Cummins 5.7L Diesel			$	$	%
6.1.3	Chrysler	Cummins 6.7L Diesel			$	$	%
6.1.4	Chrysler	Cummins 6.9L Diesel			$	$	%
6.1.5	Ford	6.4L Diesel			$	$	%
6.1.6	Ford	6.7L Diesel			$	$	%
6.1.7	Ford	6.9L Diesel			$	$	%
6.1.8	GM	6.2L Diesel			$	$	%
6.1.9	GM	6.5L Duramax Diesel			$	$	%
6.1.10	GM	6.6L Duramax Diesel			$	$	%
6.1.11	GM	6.7L Diesel			$	$	%
6.1.12	Isuzu	3.9L Diesel			$	$	%

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: _____

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.2 PRICING – SCHEDULE 2

SCHEDULE 2: HEAVY DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes/No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.2.1	Freightliner	Cummins 6.7L 6 Cyl. Diesel			$	$	%
6.2.2	GM	7.8L – 6 Cyl. Diesel			$	$	%
6.2.3	GM	8.1L Diesel			$	$	%
6.2.4	GM	CAT 3116 Diesel			$	$	%
6.2.5	International	7.3L Turbo Diesel			$	$	%
6.2.6	Isuzu	5.2L – L4 Diesel			$	$	%
6.2.7	Kenworth	PACCAR PX-6 6.7L - 6 Cyl. Diesel			$	$	%
6.2.8	Kenworth	PACCAR PX-8 8.3L - 6 Cyl. Diesel			$	$	%
6.2.9	Kenworth	PACCAR PX-9 8.9L - 6 Cyl. Diesel			$	$	%
6.2.10	Mack	10.8L - 6 Cyl. Diesel			$	$	%
6.2.11	Mack	MP7-405M Diesel			$	$	%
6.2.12	Mack	MP8-445C Diesel			$	$	%

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3615

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE — X — OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY — X — PROJECT — LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
EQUIPMENT LIST
INVITATION FOR BIDS NUMBER 3615

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Quantity of Resources or Equipment	Equipment or Resource	Age	Condition

NOTE: Attach additional pages if necessary.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bids 3515
Diesel Engine Repair Services

Addendum Date: **November 27, 2024** **Buyer:** **Brian Hubbs**

Opening Date: **December 17, 2024 at 2:00 PM** **Total Page(s):** **Two (2)**

This addendum shall become a part of the Invitation for Bids and specifications and shall be acknowledged on the bid form under Section 5.9.

Questions/Answers:

Question 1: Would Knox County be able to provide ESN/Make/Model/VIN information for line item 6.2.1?

Answer 1: See attached.

End of Addendum I.

Brian Hubbs
Construction and Contract Specialist
Knox County Procurement Division

KNOX COUNTY FLEET SERVICE CENTER
VEHICLE LISTING

Department	Equip. Tab	Year	Make	Model	Ven Number	Lic Number
1031985	RESCUE SQUAD					
	4753	2017	FREIGHTLIN	M2	1FVACWFC7JHJR6137	

Primary Fuel	DSL	***Asset No.***			***Driver***		
Status	Active	***In Service Date***	2018/08/01	***SvrAge***	77	***Odometer***	*47012*
Purchase Price	$0.00	***Vendor***	--			ClassID	4030
VehicleUsage	MULTIPLE DRIVERS						

Total Vehicles

1

Attachment B

Contractor's Response to Invitation for Bids #3615

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: Cummins Inc. (dba Cummins Sales and Service

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: 1211 Ault Rd.

City: Knoxville **State:** TN **Zip:** 37914

5.4 Contact Person: Damon Thomas (Service) Mark Lakin (Parts)

5.5 Telephone Number: (865) 523-0446

5.6 Vendor's Email address: damon.thomas@cummins.com mark.lakin@cummins.com

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____ DARRIN MELLINGER - BIDS & CONTRACTS MANAGER
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: 1000220645
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? **YES** **NO** **YES, WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Number of years in business: 105 years

5.12 Number of Certified Technicians: 13

5.13 Number of Service Bays: 12

5.14 Business Location 1:

Address:

1211 Ault Rd.

Knoxville, TN 37914

Hours of Operation:

Monday – Friday: 7am - 4pm

Saturday: N/A

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: Cummins Inc. (dba Cummins Sales and Service)

Business Location 2:

Address:

N/A

Hours of Operation:

Monday – Friday: N/A

Saturday: N/A

5.15 Will your company be performing the Diesel Engine Repair Services at your facility? YES NO

If your response is no, please list the name and address of the Vendor that you intend to sub-contract work to below. NOTE: Any work sub-contracted to another Vendor requires the express written permission of Knox County.

Business Name:

N/A

Contact Person's Name:

N/A

Contact Person's Email Address:

N/A

Contact Person's Phone Number:

N/A

Business Location:

Address:

N/A

Hours of Operation:

Monday – Friday: N/A

Saturday: N/A

5.16 What is the warranty on your repairs? 90 days for workmanship - 1 year for most parts

5.17 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO

5.18 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? YES NO

5.19 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19?* YES NO
*With sufficient advance notice (1-2 weeks).

5.20 Did you include your certifications as detailed in Section 3.8?* YES NO
*All of our technicians are factory-certified to perform repairs on Cummins equipment. Due to Cummins Inc.'s policies on protection of privacy of employees, specific personal identifying information (PII) about our employees, including individual training records, cannot be shared.

5.21 Did you attach your Equipment List (Attachment B) as detailed in Section 3.16? YES NO

5.22 Did you include your fully executed Insurance Checklist as detailed in Section 3.21?* YES NO
*We have included a sample Certificate of Insurance that outlines our coverages.

5.23 Does your facility location(s) meet the distance criteria as detailed in Section 4.3? YES NO

5.24 Did you complete and include the pricing in Section VI and submit it with your bid? YES NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

VENDOR NAME: Cummins Inc. (dba Cummins Sales and Service)

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.1 PRICING

SCHEDULE 1: LIGHT / MEDIUM DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes or No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.1.1	Dodge	2.7-L5 Diesel			$	$	%
6.1.2	Chrysler	Cummins 5.7L Diesel			$	$	%
6.1.3	Chrysler	Cummins 6.7L Diesel			$	$	%
6.1.4	Chrysler	Cummins 6.9L Diesel			$	$	%
6.1.5	Ford	6.4L Diesel			$	$	%
6.1.6	Ford	6.7L Diesel			$	$	%
6.1.7	Ford	6.9L Diesel			$	$	%
6.1.8	GM	6.2L Diesel			$	$	%
6.1.9	GM	6.5L Duramax Diesel			$	$	%
6.1.10	GM	6.6L Duramax Diesel			$	$	%
6.1.11	GM	6.7L Diesel			$	$	%
6.1.12	Isuzu	3.9L Diesel			$	$	%

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: Cummins Inc. (dba Cummins Sales and Service)

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.2 **PRICING – SCHEDULE 2**

SCHEDULE 2: HEAVY DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes/No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.2.1	Freightliner	Cummins 6.7L 6 Cyl. Diesel	YES	5 Days or Less* *Depends on scope of work/repair	$218/hr - In-Shop $233.26/hr - Field Service $	$218/hr - In-Shop $233.26/hr - Field Service $	40 %
6.2.2	GM	7.8L – 6 Cyl. Diesel			$	$	%
6.2.3	GM	8.1L Diesel			$	$	%
6.2.4	GM	CAT 3116 Diesel			$	$	%
6.2.5	International	7.3L Turbo Diesel			$	$	%
6.2.6	Isuzu	5.2L – L4 Diesel			$	$	%
6.2.7	Kenworth	PACCAR PX-6 6.7L - 6 Cyl. Diesel			$	$	%
6.2.8	Kenworth	PACCAR PX-8 8.3L - 6 Cyl. Diesel			$	$	%
6.2.9	Kenworth	PACCAR PX-9 8.9L - 6 Cyl. Diesel			$	$	%
6.2.10	Mack	10.8L - 6 Cyl. Diesel			$	$	%
6.2.11	Mack	MP7-405M Diesel			$	$	%
6.2.12	Mack	MP8-445C Diesel			$	$	%

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3615

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY X PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

** Please find attached Cummins ACORD COI Sample for Cummins' Insurance Policies and Coverages **

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2024

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

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

PRODUCER Aon Risk Services Central Inc. 200 E Randolph St. Chicago, IL 60601	**CONTACT NAME:** A. I. King Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 317-841-6004 **FAX (A/C, No):** 317-841-6006 **E-MAIL ADDRESS:** cummins@aikinginsurance.com
INSURED Cummins Inc. 500 Jackson Street Mail Code 91676 Columbus IN 47201-6258	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Swiss Re Corporate Solutions Elite Ins — 29700 INSURER B : Old Republic Insurance Company — 24147 INSURER C : Allianz Global Risks US Insurance Co — 35300 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CGP0000001-03	8/1/2023	8/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $5,000,000 $10,000 $5,000,000 $5,000,000 $5,000,000
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 317015 23	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PHYSICAL DAMAGE	$2,000,000 $ $ $ $ SELF-INSURED
A	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $			CGU0000001-03	8/1/2023	8/1/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 314311-23	8/1/2023	8/1/2024	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000
B	Excess Auto Liability			MWZX 317016 23	8/1/2023	8/1/2024	Limit: 13,000,000	
C	Excess Liability			USL02306023	8/1/2023	8/1/2024	Limit 10,000,000 Occ/Agg	

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

PROOF OF INSURANCE

CERTIFICATE HOLDER

**PROOF OF INSURANCE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Al King

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ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
EQUIPMENT LIST
INVITATION FOR BIDS NUMBER 3615

VENDOR NAME: Cummins Inc. (dba Cummins Sales and Service)

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

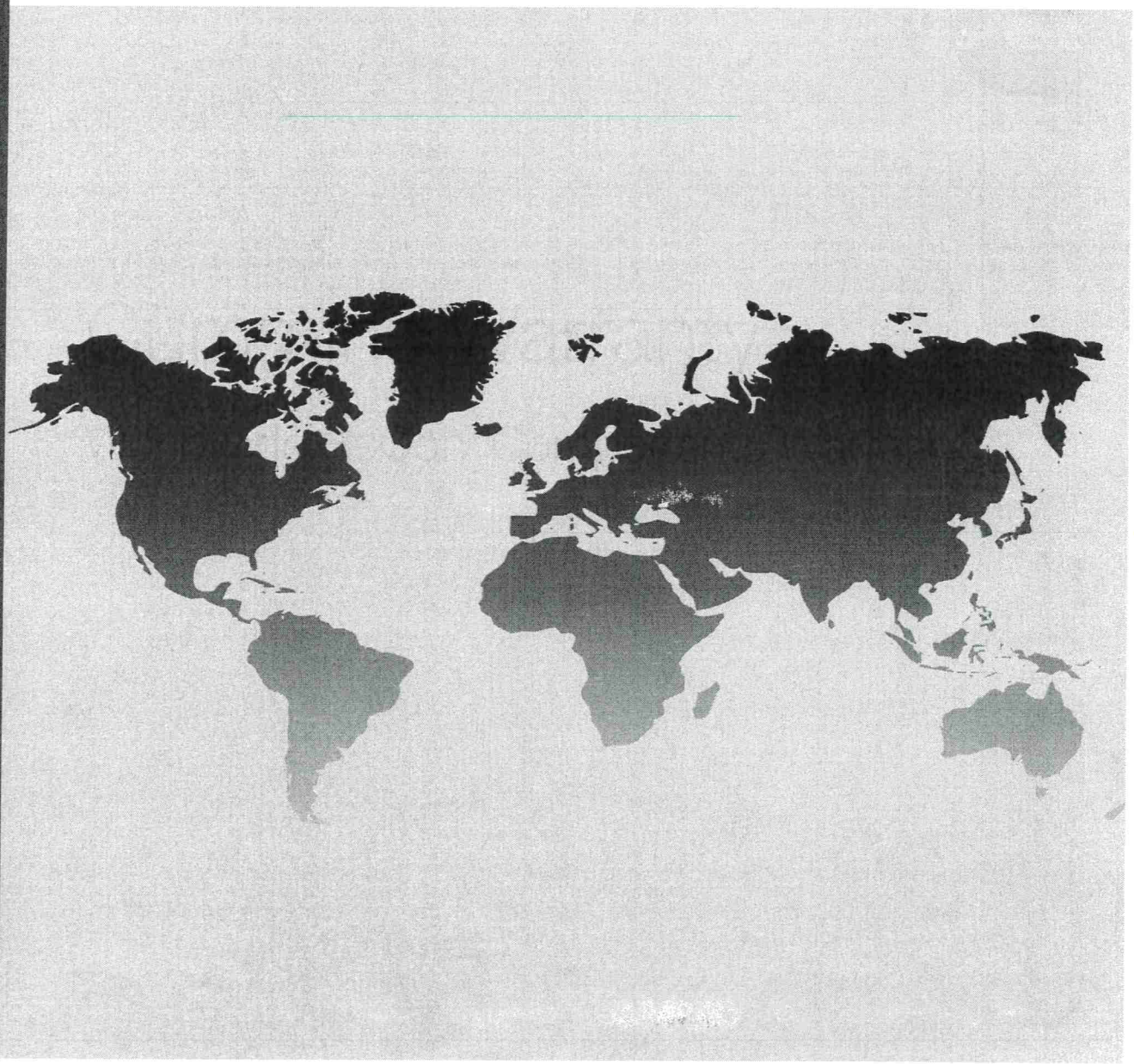
Quantity of Resources or Equipment	Equipment or Resource	Age	Condition
	Cummins Engine-Specific Tooling	Various	Excellent
	Cummins Proprietary Software	Up to Date	Excellent
	Overhead Cranes	Various	Excellent
	Chassis Dyno	30 years (Recently Updated)	Excellent
	Certified Calibrated Tooling	Various	Excellent

NOTE: Attach additional pages if necessary.

*Our Knoxville Service Center is fully equipped with all tooling and equipment needed to perform quality repairs on all Cummins equipment. If Knox County would like to visit the branch to review the equipment and tour the facility, we'd be happy to accomodate with sufficient advance notice.

Cummins Warranty

Worldwide ReCon® Components Warranty



Coverage

This Warranty Coverage is effective on October 1, 2018 and pertains only to Cummins ReCon parts and components "ReCon Parts" installed after this date.

Products Warranted

This Warranty applies to ReCon Parts originally manufactured or distributed by Cummins Inc. "Cummins" that are remanufactured by Cummins ReCon under the trademark "Cummins" or "Cummins ReCon" anywhere in the world where Cummins approved service is available*.

Base Warranty

All Engines 18L And Below, Except Electrics

This Warranty covers any failures of ReCon Parts which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for one year or 100,000 miles (160,935 km) or 3,600 hours of operation, whichever occurs first, from date of first installation.

ReCon HHP Components For Engines 19L And Above

This Warranty covers any failures of ReCon HHP components for Engines 19L and above, excluding those Warranted separately, which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for one year, unlimited miles/hours of operation, from the date of the first installation.

Premium Gold Cylinder Heads

This Warranty covers any failures of Premium Gold Cylinder Heads (Part Numbers 3652600RX, 3652807RX, 3652808RX, 3675504RX, 3675505RX, 3675506RX) which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for two years or 200,000 miles (321,870 km) or 7,200 hours of operation, whichever occurs first, from the date of first installation.

ReCon High Volume Water Pumps

This Warranty covers any failures of ReCon high volume water pumps (Part Numbers AR45184RX, AR45184/1RX, AR45090RX, AR45090/1RX, 3045943RX, 3801708RX, 3801715RX, 3801788RX, 3803138RX, 3803605RX only) which result, under normal use and service, from defects in Cummins material or factory workmanship.

This Coverage extends for two years or 200,000 miles (321,870 km) or 7,200 hours of operation, whichever occurs first, from the date of first installation.

ReCon Less Than 10L Injectors And Fuel Pumps

This Warranty covers any failures of B & C Series injectors and fuel pumps which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for one year, unlimited miles/hours of operation, from date of the first installation.

ReCon PX Injectors

This Warranty covers any failures of PX injectors for the M11, ISM, ISX, L10, N14, QSM, QSX Engines which result, under normal use and service, from defects in Cummins material or factory workmanship. This Coverage extends for two years or 125,000 miles (201,168 km) or 3,600 hours of operation, whichever occurs first, from the date of first installation.

ReCon RX Injectors

This Warranty covers any failures of RX injectors which result, under normal use and service, from defects in Cummins material or factory workmanship. For ISX HPI injectors, coverage extends for one year, unlimited miles/ hours of operation from the date of first installation. For Celect injectors, coverage extends for one year, unlimited miles/hours of operation in North America and Mexico only, from the date of first installation.

ReCon Electrics

This Warranty applies to Cummins ReCon starters, alternators, solenoids and parallel switches "Electrics" originally manufactured or distributed by Cummins Inc. "Cummins" that are remanufactured by Cummins ReCon and marketed by Cummins ReCon under the trademark "Cummins" or "Cummins ReCon" anywhere in the world where Cummins approved service is available. This Warranty extends for one year, unlimited mileage/hours, from the date of first installation.

ReCon XX Products

This Warranty covers failures of XX products installed on Engines in the following serial number ranges when the failure occurs: 41000001 – 42999999, 51000001 – 51999999, 53000001 – 53099999, 69000001 – 69999999, 71000001 – 71999999, 85000001 – 85900000, 87000001 – 87999999, 89000001 – 89999999, 90000000 – 90999999; which result, under normal use and service, from defects in Cummins material or factory workmanship. This coverage extends for six months, unlimited miles/hours of operation, from the date of first installation.

Extended Major Components

The Extended Major Components Warranty available on HHP Engines 19L and above covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft and connecting rods (Covered Parts). This Coverage begins with the expiration of the Base Warranty and ends three years, 300,000 miles (482,804 km) or 10,800 hours of operation, whichever occurs first, from the date of first installation.

Bushing and bearing failures are NOT covered.

Cummins ReCon Responsibilities

Cummins ReCon will pay for all covered parts and labor (except Celect RX Injectors & ReCon XX Products) when needed to repair the Engine as a result of a Warrantable Failure. For all Cummins ReCon HHP parts for Engines 19L and above, parts, labor and travel is covered when needed to repair the Engine as a result of a Warrantable Failure.

When the parts are installed in a non-automotive Engine, Cummins will pay reasonable costs for mechanics to travel to and from the location of the Engine, including meals, mileage and lodging, when the repair is performed at the site of the failure.

Only parts and assemblies remanufactured by Cummins ReCon or new genuine Cummins parts and assemblies will be used in making the repair.

Cummins ReCon will pay reasonable costs for maintenance items (oil, filters, antifreeze) damaged as a result of a Warrantable Failure. Cummins ReCon will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Owner Responsibilities

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items replaced during the repair.

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manuals.

At the time Cummins ReCon Parts are installed, Owner is responsible for the preparation of a written record containing the following:

1 the date of installation of the Parts

2 the Engine serial number

3 the Engine miles, hours or kilometers of operation

4 the Parts installed

5 the location of the Parts in the Engine

The purpose of this record is to protect the Owner's interests and to support any claim for a Warrantable Failure. Before expiration of the applicable Warranty Term Limits, Owner must notify a Cummins distributor, Cummins authorized dealer or other Cummins Authorized Service Provider, of any Warrantable Failure and make the Product available for troubleshooting and repair by such facility. Customer must also deliver the Product to the repair facility, as installed, for automotive and on-highway applications. Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all travel, towing, communication expenses, meals, lodging and similar costs incurred by Owner as a result of a Warrantable Failure.

Owner is responsible for "downtime" expenses and all business costs and losses resulting from a Warrantable Failure.

Cummins ReCon is not responsible for incidental or consequential damages.

Limitations

Cummins ReCon is not responsible for failures resulting from Owner or Operator abuse or neglect, such as: operation without adequate coolant, fuel or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or air intake systems; improper storage, starting, warm-up, run-in or shutdown practices; defective electrical wiring, electrical harness, electrical connectors, batteries or other related electrical components which caused the Electrics to fail or improper installation or misapplication, such as installing a 12 volt component on a 24 volt system. This Warranty does not cover maintenance items, excessive labor or call-out charges. Only Cummins ReCon Parts are to be used in making Warranty repairs unless authorized by Cummins ReCon Product Support.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

These Warranties are the sole Warranties of Cummins ReCon® applicable to Electrics. Cummins ReCon makes no other Warranties, express or implied, or of merchantability or fitness for a particular purpose.

These Warranties are made to Owners in the chain of distribution and to the first retail purchaser only. They do not extend to subsequent purchasers.

* Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

Bulletin 3381378
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504-004 Cummins New Defective Parts Warranty

New Cummins parts found to be defective due to Cummins' material or factory workmanship during engine installation are covered by New Defective Parts Warranty. New defective parts **should be repaired whenever possible**. The process below should be followed by all Cummins Service Providers except North American PACCAR Dealers.

Coverage

Coverage	**What is Covered?**
Prior to part installation	New Cummins Parts
During part installation (before customer takes possession after installation)	New Cummins Parts* Labor Travel** Mark-up
*Defective in Cummins' material or factory workmanship. Cummins will pay standard mark-up for defective from stock parts if found defective during installation but prior to customer possession.	
**Please review limitations associated with the applicable Parts warranty coverage for the component to determine if travel is covered.	

Limitations

New Defective Parts Warranty **claims are limited to 1 failed part type per claim**. Enter the appropriate failure code for the failed part(s) in block 3.2.3 of the claim.

Core parts not salvaged by the Distributor/Dealer must be returned to Diesel ReCon®. No core credit will be paid by warranty.

Programmable engine or product parameters as outlined by Cummins that are different from what the customer wants them to be do **NOT** constitute defective parts; they are **NOT** covered under warranty.

Use the decision tree below to determine how to address the failed from stock part.

<table>
<tr><th colspan="3">New Defective Parts Warranty - All other service providers</th></tr>
<tr><td></td><td colspan="2">• Where was the failure found?</td></tr>
<tr><td></td><td></td><td>Before installation of the component on the engine -> Yes: Dealer: Return defective part to Distributor it was received from. Distributor: File an RGA claim with the PDC using the Global Aftermarket Claim Policy process described in Primary Parts Communication (PPC) 5771.</td></tr>
<tr><td></td><td></td><td>During installation of the component on the engine, but before release to the customer -> Yes: File warranty claim under Acct Code 35. (Acct Code 62 for PG claims)</td></tr>
<tr><td></td><td></td><td>• Use PSN associated with the product.</td></tr>
<tr><td></td><td></td><td>The component was in the end user possession (including inventory stock) -> Yes: File warranty claim under Acct Code 62.</td></tr>
<tr><td></td><td></td><td>• Failed during installation – Yes: File warranty claim under Acct Code 62.</td></tr>
<tr><td></td><td></td><td>• Use PSN associated with the product.</td></tr>
</table>

		• Failed before installation – **Yes:** File **warranty claim** under **Acct Code 62**.
		• Use **PSN 10000000** for Engines
		• Refer to Procedure 510-002 (/qs3/pubsys2/xml/en/procedures/111/111-510-002.html) for PG products **PSN**
	PG Claims should include authorization **74548** along with standard Pay Codes and Failure Codes.	

Claim Codes

Reason:	**Failure Code**	**Not Installed Pay Code**	**Installed Pay Code**
Failed from Service Provider inventory stock	Use the Fail Code or Failure Name of the failed part	Not Applicable	D - Dealer X - Distributor R - International Dealer I - International Distributor
Failed from End-user inventory stock	Use the Fail Code or Failure Name of the failed	D - Dealer X - Distributor R - International Dealer I - International Distributor	D - Dealer X - Distributor R - International Dealer I - International Distributor

Claim Codes

Routing Indicator (0.1.4)	D
Routing Message (0.1.5)	DIVI - New Defective Parts
Engine Serial Number (1.1.4)	10000000*
Account Code (1.2.4)	35**
Failure Date (3.2.1)	Date of Claim
Severity Code (3.2.2)	B
Failure Code (3.2.3)	Use Fail Code for the failed Part

Claim Codes
*Use this ESN only as directed by the decision tree above. Otherwise, use the actual ESN of the engine for the claim.
**Only claimable prior to Customer possession. If the Customer has taken possession, file the claim under Account Code 62: New Parts Warranty.
Dealer: Return defective part to the Distributor it was received from. **Distributor:** The failed Part(s) must be returned to the Parts Distribution Center (PDC) through your supply chain channel if the defective part(s) were found failed by the Service Provider prior to installation on an engine. Details are found in the Global Aftermarket Claims Policy released in PPC 5771.

Last Modified: 22-Jun-2023

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement and (ii) this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.
2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.
3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer.
4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.
5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins facility. The purchase of Goods is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods if delivery or pick-up of Goods is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Goods to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, and/or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services unless otherwise agreed by Cummins in writing. A storage fee of twenty-five dollars ($25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater shall be assessed for any Goods or Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods or Equipment are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion to: (i) tow, remove, or otherwise dispose of the unclaimed Goods or Equipment in accordance with applicable abandonment laws, and/or (ii) make the Goods or Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods or Equipment at Customer's sole cost and expense.
6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*
7. **LIMITED WARRANTIES.**

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect") Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. **INDEMNIFICATION.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
9. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**
10. **GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
11. **ASSIGNMENT.** This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non- recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.
13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.
14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.
16. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.
18. **MISCELLANEOUS.** All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Knox County
Business Tax Standard License

May 22, 2024

TERESA WORTHINGTON
CUMMINS SALES AND SERVICE
500 JACKSON ST # 60113
COLUMBUS IN 47201-6258

Letter ID: L1781764928
Expiration Date: 15-May-2025
Return Due By: 15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1000220645 and your classification is 2. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂ .....

Knox County
Business Tax Standard License

This certificate must be publicly displayed.

CUMMINS SALES AND SERVICE
1211 AULT RD
KNOXVILLE TN 37914-3417

Date Issued: 22-May-2024
Classification: 2
Letter ID: L1781764928
License Number: 1000220645
Expiration Date: 15-May-2025

Knox County Government

and

Southland Transportation Company

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Southland Transportation Company, hereinafter referred to as "Contractor".

Whereas, County requested bids for Diesel Engine Repair Services, (Invitation for Bids #3615) and;

Whereas, Contractor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said products for County, as set forth in the Invitation for Bids, and at the price quoted for said products by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid and the Contractor's bid.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends the 31st day of January 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these products from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bids #3615 for Diesel Engine Repair Services per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Invitation for Bids #3615. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide Diesel Engine Repair Services detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated for the Diesel Engine Repair Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Diesel Engine Repair Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the products are provided and/or services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Diesel Engine Repair Services for Knox County in accordance with Invitation for Bids #3615.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bids #3615 with Addendum I
B. Contractor's Response to Invitation for Bids #3615

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

Southland Transportation Company

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3615
with Addendum I

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Diesel Engine Repair Services** as specified herein. Bids must be received by **2:00 p.m. Eastern Time** on **December 17, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3615
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. **Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.**

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper;
1.19.2 Not include pages of unnecessary advertising;
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. Eastern Time** on **November 26, 2024**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to convey to prospective vendors the general type and quality of Diesel Engine Repair Services as desired by Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Fleet Service Center and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Government:
Knox County Fleet Service Center
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.8 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

3.9 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.10 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and proper email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.15 **DISCONTINUED ITEMS:** The successful vendor(s) shall notify the Knox County Procurement Division of any items or services that have been discontinued and recommend an appropriate substitution. The Knox County Fleet Service Center will be the sole judge if the substitution is appropriate.

3.16 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing Diesel Engine Repair Services. The list shall include, but not be limited to, number of certified technicians available to provide Diesel Engine Repair Services, number of service bays, type and quantity of equipment used for repairs (including age and condition), and number of years in business. Certifications for personnel shall be included in the bid package, if applicable. Equipment shall be submitted in **Attachment B** of this IFB.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Capabilities (Equipment and Personnel)	20 Points

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance **Attachment A** hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.24 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 The invoice must show the amount due to the Contractor by Knox County.
3.24.2 The invoice must show an itemized detailed material count, including: the date(s) of service; license number; Knox County decal number; the make and model of the vehicle; what service(s) was performed on each vehicle; and the associated unit price as stated in the Contract.
3.24.3 Invoices are to be original and uniquely pre-numbered.
3.24.4 Invoices which do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you.
Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.25 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.26 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.27 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.29 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.30 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

The following factors will prompt an automatic price increase: When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

3.31 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.32 **QUALITY CONTROL:** Bidders must supply parts/labor that are of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said parts/labor shall be cause for termination of the Contract. Defective parts/labor returned to the Contractor shall be promptly replaced/repaired by the Vendor at no cost to the County.

3.33 **QUANTITIES:** Knox County does not guarantee any quantities of goods or services to be purchased from this term Contract. Goods and services will be ordered on an as-needed basis.

3.34 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require.
Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.35 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business hours for repairs to be completed after receipt of Purchase Order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when guaranteed time is exceeded. Vendor must state the number of business hours, not a range of hours. For example, an unacceptable answer is "1 - 3 business hours." Vendors must be specific and state either "1 business hour" or "3 business hours." If Vendor states a range of hours, Knox County will base their answer on the maximum number of hours provided. The estimated turn-around time for average repairs in Section 6.2 of the IFB are for repairs only and assumes that parts needed are in stock at your facility.

3.37 **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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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.

3.38 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.39 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. Eastern Time** on **November 26, 2024**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to provide Diesel Engine Repair Services. Knox County will deliver equipment to the Contractor's location(s). Knox County reserves the right to get quotes for diesel engine repairs from other sources if the need arises.

4.2 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

4.2.1 Provide competent supervision.
4.2.2 Provide competent workers.
4.2.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
4.2.4 Notify Knox County designee when repairs are completed.

4.3 **DELIVERY/DISTANCE:** Knox County will be responsible for the transportation of any vehicles to the Contractor's facility. Bidders must state the address of their facility in which service will be performed. If bidder has multiple locations, please list all locations. Contractor's facility(ies) **must** be located within **fifty (50) miles** of the Knox County Fleet Service Center located at 205 West Baxter Avenue, Knoxville, TN 37917. Locations beyond this specified distance will not be considered.

4.4 **EXPERIENCE:** Bidders may be required to supply additional information regarding their demonstrated experience in providing Diesel Engine Repair Services.

4.5 **KNOX COUNTY'S RESPONSIBILITIES:** Knox County shall:

4.5.1 Deliver equipment to vendor during approved hours;
4.5.2 Pick-up equipment in a timely manner during approved hours once Knox County is notified work is complete.

4.6 **SCHEDULES:** Bidders may submit bids for both schedules or only one schedule. Schedules may be evaluated in total or individually as determined to be in the best interest of the County.

4.7 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

Please note that it is not necessary to return pages one (1) through eleven (11).
You must complete and return pages twelve (12) through seventeen (17).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

5.4 Contact Person: _____

5.5 Telephone Number: _____

5.6 Vendor's Email address: _____

5.7 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

5.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

5.10 Do you accept the terms and conditions of the bid? YES NO YES, WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 Number of years in business: _____

5.12 Number of Certified Technicians: _____

5.13 Number of Service Bays: _____

5.14 Business Location 1:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: _____

Business Location 2:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.15 Will your company be performing the Diesel Engine Repair Services at your facility? YES NO

If your response is no, please list the name and address of the Vendor that you intend to sub-contract work to below. NOTE: Any work sub-contracted to another Vendor requires the express written permission of Knox County.

Business Name:

_____

Contact Person's Name:

_____

Contact Person's Email Address:

_____

Contact Person's Phone Number:

_____

Business Location:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.16 What is the warranty on your repairs? _____

5.17 Did you include the correct number of exact copies as detailed in Section 1.9? YES NO

5.18 Will you accept Knox County Credit Cards as payment as detailed in Section 1.16? YES NO

5.19 Will you allow Knox County designees to tour and inspect your facility as per Section 2.19? YES NO

5.20 Did you include your certifications as detailed in Section 3.8? YES NO

5.21 Did you attach your Equipment List (Attachment B) as detailed in Section 3.16? YES NO

5.22 Did you include your fully executed Insurance Checklist as detailed in Section 3.21? YES NO

5.23 Does your facility location(s) meet the distance criteria as detailed in Section 4.3? YES NO

5.24 Did you complete and include the pricing in Section VI and submit it with your bid? YES NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

VENDOR NAME: _____

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.1 PRICING

SCHEDULE 1: LIGHT / MEDIUM DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes or No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.1.1	Dodge	2.7-L5 Diesel			$	$	%
6.1.2	Chrysler	Cummins 5.7L Diesel			$	$	%
6.1.3	Chrysler	Cummins 6.7L Diesel			$	$	%
6.1.4	Chrysler	Cummins 6.9L Diesel			$	$	%
6.1.5	Ford	6.4L Diesel			$	$	%
6.1.6	Ford	6.7L Diesel			$	$	%
6.1.7	Ford	6.9L Diesel			$	$	%
6.1.8	GM	6.2L Diesel			$	$	%
6.1.9	GM	6.5L Duramax Diesel			$	$	%
6.1.10	GM	6.6L Duramax Diesel			$	$	%
6.1.11	GM	6.7L Diesel			$	$	%
6.1.12	Isuzu	3.9L Diesel			$	$	%

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: _____

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.2 PRICING – SCHEDULE 2

SCHEDULE 2: HEAVY DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes/No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
6.2.1	Freightliner	Cummins 6.7L 6 Cyl. Diesel			$	$	%
6.2.2	GM	7.8L – 6 Cyl. Diesel			$	$	%
6.2.3	GM	8.1L Diesel			$	$	%
6.2.4	GM	CAT 3116 Diesel			$	$	%
6.2.5	International	7.3L Turbo Diesel			$	$	%
6.2.6	Isuzu	5.2L – L4 Diesel			$	$	%
6.2.7	Kenworth	PACCAR PX-6 6.7L - 6 Cyl. Diesel			$	$	%
6.2.8	Kenworth	PACCAR PX-8 8.3L - 6 Cyl. Diesel			$	$	%
6.2.9	Kenworth	PACCAR PX-9 8.9L - 6 Cyl. Diesel			$	$	%
6.2.10	Mack	10.8L - 6 Cyl. Diesel			$	$	%
6.2.11	Mack	MP7-405M Diesel			$	$	%
6.2.12	Mack	MP8-445C Diesel			$	$	%

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
INVITATION FOR BIDS NUMBER 3615

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE — X — OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY — X — PROJECT — LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
EQUIPMENT LIST
INVITATION FOR BIDS NUMBER 3615

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Quantity of Resources or Equipment	Equipment or Resource	Age	Condition

NOTE: Attach additional pages if necessary.

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Invitation for Bids 3515
Diesel Engine Repair Services

Addendum Date: **November 27, 2024** **Buyer:** **Brian Hubbs**

Opening Date: **December 17, 2024 at 2:00 PM** **Total Page(s):** **Two (2)**

This addendum shall become a part of the Invitation for Bids and specifications and shall be acknowledged on the bid form under Section 5.9.

Questions/Answers:

Question 1: Would Knox County be able to provide ESN/Make/Model/VIN information for line item 6.2.1?

Answer 1: See attached.

End of Addendum I.

Brian Hubbs
Construction and Contract Specialist
Knox County Procurement Division

KNOX COUNTY FLEET SERVICE CENTER
VEHICLE LISTING

Department	Equip. Tab	Year	Make	Model	Ven Number	Lic Number
1031985	RESCUE SQUAD					
	4753	2017	FREIGHTLIN	M2	1FVACWFC7JHJR6137	

Primary Fuel	DSL	***Asset No.***			***Driver***		
Status	Active	***In Service Date***	2018/08/01	***SvrAge***	77	***Odometer***	*47012*
Purchase Price	$0.00	***Vendor***	--			ClassID	4030
VehicleUsage	MULTIPLE DRIVERS						

Total Vehicles

1

Attachment B

Contractor's Response to Invitation for Bids #3615

Original

Bid

00003615

Southland Transportation

1711 Transport Way

Knoxville, TN. 37924

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Diesel Engine Repair Services** as specified herein. Bids must be received by **2:00 p.m. Eastern Time** on **December 17, 2024**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3615
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Company Name, Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the bid opening, unless otherwise indicated in their bid.

1.3 **ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bids.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an item-by-item basis, an all or none basis, or by multiple award, whichever is in the best interest of the County. Knox County reserves the right to not award this bid. Award will be made in accordance with the evaluation criteria specified herein.

If a multiple award is extended, Knox County reserves the right to get quotes from each awarded vendor for projects as needed. All quotes submitted must be based on pricing submitted for this IFB. Purchase Orders would be issued based on quotes submitted.

1.6 **BID DELIVERY:** Knox County requires respondents, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.7 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.

1.9 **COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and one (1) exact copy. If submitting electronically, no additional copies are needed.

1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.11 **ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division **will not** accept electronically transmitted bids through the County's On-Line Procurement System.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.13 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.

1.14 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. **Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.**

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment when the invoicing instructions herein are followed.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the bidders' ability.

1.19 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids be sent electronically. Bids being submitted on paper shall:

1.19.1 Be submitted on recycled paper;
1.19.2 Not include pages of unnecessary advertising;
1.19.3 Be made on both sides of each sheet of paper.

1.20 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bids (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or bid procedures must be received in the Procurement Division no later than **4:30 p.m. Eastern Time** on **November 26, 2024**. These requirements also apply to specifications that are ambiguous.

1.21 **SIGNING OF BIDS:** In order to be considered all bids must be signed. Please sign the original in **blue ink**. By signing the bid document, the bidder acknowledges and accepts the terms and conditions stated in the document and will legally bind the vendor to the County's request for goods and/or services.

1.22 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.23 **TERM BID AGREEMENTS:** If this bid results in a term bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000d. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in rejection of their bid.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Invitation for Bids, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bids, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this solicitation is to convey to prospective vendors the general type and quality of Diesel Engine Repair Services as desired by Knox County at an economical price. Knox County intends to make a Best Value Award. Best Value means more than low bid. It includes the initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ACCOUNT SET-UP:** The successful Vendor(s) will be required to set up separate accounts for Knox County Fleet Service Center and any other departments that may use this Term Contract. Upon award of the Contract, a list of all departments with the associated agency will be provided to the successful Vendor(s). The successful Contractor(s) will be required to invoice, as well as post payment, to the proper agency.

Invoicing and account information is as follows:

3.3.1 Invoices for Knox County Government:
Knox County Fleet Service Center
Attn: Accounts Payable
205 West Baxter Avenue
Knoxville, TN 37917

3.4 **ADDITIONS/DELETIONS:** Knox County reserves the right to add goods and/or services to this term bid or delete goods and/or services that Knox County deems necessary. Any additions/deletions must be approved in writing by Knox County Procurement prior to any changes in service.

3.5 **AWARD STATUS:** Knox County intends to issue a one (1) year award. Upon the mutual agreement of each vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Knox County desire not to renew, no reason needs to be given.

3.6 **BIDDER OBLIGATION:** Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this IFB. The failure or omission of a bidder to become acquainted with existing conditions shall no way relieve the bidder of any obligations with respect to this IFB or to the Contract.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.8 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. Certifications of technicians shall be included in the bid package.

3.9 **CHANGES AFTER AWARD:** It is possible after award that Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor(s). Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor(s) can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor(s) if they will lower the cost to Knox County and/or provide improved service.

3.10 **COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all parties involved. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and proper email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone number, cell phone numbers and email addresses to the agency contracts. These individuals must be familiar with the Knox County Contract and have the authority to make adjustments as requested by Knox County.

3.11 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Vendor shall bear all costs arising from them.

3.12 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one (1) or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.13 **CONTRACT EXECUTION:** The award of this bid may result in a Contract between Knox County and the successful Contractor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Procurement Division if the Contractor(s) will need to attend this meeting. There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any Contractor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.14 **DESTINATION AND DELIVERY:** Bidders must include all destination and delivery charges, including mileage, in their price. **There will be no extra hidden charges.** Delivery must be "free on board" to the County department.

3.15 **DISCONTINUED ITEMS:** The successful vendor(s) shall notify the Knox County Procurement Division of any items or services that have been discontinued and recommend an appropriate substitution. The Knox County Fleet Service Center will be the sole judge if the substitution is appropriate.

3.16 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing Diesel Engine Repair Services. The list shall include, but not be limited to, number of certified technicians available to provide Diesel Engine Repair Services, number of service bays, type and quantity of equipment used for repairs (including age and condition), and number of years in business. Certifications for personnel shall be included in the bid package, if applicable. Equipment shall be submitted in **Attachment B** of this IFB.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Capabilities (Equipment and Personnel)	20 Points

3.18 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.19 **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of these specifications shall indicate such exceptions in their bid response. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions will be negotiated for a mutual resolution.

3.20 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or sub-contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a sub-contract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance **Attachment A** hereto. As proof of the vendor's willingness to obtain and maintain the insurance, the vendor must complete, sign and have its insurance agent sign the attachment and submit it with the bid.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.22 **INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.23 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract. Variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.24 **INVOICING REQUIREMENTS:** Knox County is requesting invoices to show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.24.1 The invoice must show the amount due to the Contractor by Knox County.
3.24.2 The invoice must show an itemized detailed material count, including: the date(s) of service; license number; Knox County decal number; the make and model of the vehicle; what service(s) was performed on each vehicle; and the associated unit price as stated in the Contract.
3.24.3 Invoices are to be original and uniquely pre-numbered.
3.24.4 Invoices which do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you.
Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing.

If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.25 **NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes, but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

3.26 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.27 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.28 **OFFER WITHDRAWAL:** No bid can be withdrawn after it is filed unless the bidder makes a request in writing to the Knox County Procurement Division **prior** to the time set for the opening of bids or unless the County fails to accept within ninety (90) days after the date fixed for opening the Invitation for Bids.

3.29 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

3.30 **PRICING:** The Contractor(s) warrants that the unit price stated for all items shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor's price is increased after the initial year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor may:

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

If a price increase is approved by Knox County Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

The following factors will prompt an automatic price increase: When a government imposes a new fee or tax, which cannot be waived for Knox County's requested services.

3.31 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bids shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.32 **QUALITY CONTROL:** Bidders must supply parts/labor that are of a sufficient quality to be expected to perform under the demands of the operational requirements of Knox County. Continued premature failure of said parts/labor shall be cause for termination of the Contract. Defective parts/labor returned to the Contractor shall be promptly replaced/repaired by the Vendor at no cost to the County.

3.33 **QUANTITIES:** Knox County does not guarantee any quantities of goods or services to be purchased from this term Contract. Goods and services will be ordered on an as-needed basis.

3.34 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require.
Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.35 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful vendor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful vendor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business hours for repairs to be completed after receipt of Purchase Order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when guaranteed time is exceeded. Vendor must state the number of business hours, not a range of hours. For example, an unacceptable answer is "1 - 3 business hours." Vendors must be specific and state either "1 business hour" or "3 business hours." If Vendor states a range of hours, Knox County will base their answer on the maximum number of hours provided. The estimated turn-around time for average repairs in Section 6.2 of the IFB are for repairs only and assumes that parts needed are in stock at your facility.

3.37 **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. 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.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee.

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.

3.38 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA) and any other Regulatory Agency. Vendors, by submission of their bid, also affirm that their employees working under this Contract have been properly trained in the safe operation of all equipment to be used under this Contract.

3.39 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. Eastern Time** on **November 26, 2024**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to provide Diesel Engine Repair Services. Knox County will deliver equipment to the Contractor's location(s). Knox County reserves the right to get quotes for diesel engine repairs from other sources if the need arises.

4.2 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

4.2.1 Provide competent supervision.
4.2.2 Provide competent workers.
4.2.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
4.2.4 Notify Knox County designee when repairs are completed.

4.3 **DELIVERY/DISTANCE:** Knox County will be responsible for the transportation of any vehicles to the Contractor's facility. Bidders must state the address of their facility in which service will be performed. If bidder has multiple locations, please list all locations. Contractor's facility(ies) **must** be located within **fifty (50) miles** of the Knox County Fleet Service Center located at 205 West Baxter Avenue, Knoxville, TN 37917. Locations beyond this specified distance will not be considered.

4.4 **EXPERIENCE:** Bidders may be required to supply additional information regarding their demonstrated experience in providing Diesel Engine Repair Services.

4.5 **KNOX COUNTY'S RESPONSIBILITIES:** Knox County shall:

4.5.1 Deliver equipment to vendor during approved hours;
4.5.2 Pick-up equipment in a timely manner during approved hours once Knox County is notified work is complete.

4.6 **SCHEDULES:** Bidders may submit bids for both schedules or only one schedule. Schedules may be evaluated in total or individually as determined to be in the best interest of the County.

4.7 **WARRANTY:** All vendors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County.

Please note that it is not necessary to return pages one (1) through eleven (11).
You must complete and return pages twelve (12) through seventeen (17).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor:** SOUTHLAND TRANSPORTATION

5.2 **Vendor number as assigned by Knox County:** _____

5.3 **Street Address:** 1711 TRANSPORT WAY

City: KNOXVILLE **State:** TN. **Zip:** 37924

5.4 **Contact Person:** HOWARD VALENTINE

5.5 **Telephone Number:** 865-323-3282

5.6 **Vendor's Email address:** hvalentine@SLTRANS.com

5.7 **By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.**

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: Howard E. Valentine
(Sign in BLUE ink)

5.8 **Vendor's Knox County Business License Number:** 1343112
(If Applicable) ***Attach A Copy Of The License.***

5.9 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1 ✓ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

5.10 **Do you accept the terms and conditions of the bid?** (YES) **NO** **YES, WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.11 **Number of years in business:** 37 YEARS

5.12 **Number of Certified Technicians:** 2

5.13 **Number of Service Bays:** 3

5.14 **Business Location 1:**

Address:
1711 TRANSPORT WAY
KNOXVILLE, TN. 37924

Hours of Operation:
Monday – Friday: 6-4
Saturday: N/A

SECTION V VENDOR INFORMATION FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: SouthLand Transportation

Business Location 2:

Address:

N/A

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.15 **Will your company be performing the Diesel Engine Repair Services at your facility?** (YES) NO

If your response is no, please list the name and address of the Vendor that you intend to sub-contract work to below. NOTE: Any work sub-contracted to another Vendor requires the express written permission of Knox County.

Business Name:

_____

Contact Person's Name:

_____

Contact Person's Email Address:

_____

Contact Person's Phone Number:

_____

Business Location:

Address:

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

5.16 **What is the warranty on your repairs?** 90 Day Labor Warranty 1 year parts warranty

5.17 **Did you include the correct number of exact copies as detailed in Section 1.9?** (YES) NO

5.18 **Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?** (YES) NO

5.19 **Will you allow Knox County designees to tour and inspect your facility as per Section 2.19?** (YES) NO

5.20 **Did you include your certifications as detailed in Section 3.8?** YES (NO)

5.21 **Did you attach your Equipment List (Attachment B) as detailed in Section 3.16?** (YES) NO

5.22 **Did you include your fully executed Insurance Checklist as detailed in Section 3.21?** (YES) NO

5.23 **Does your facility location(s) meet the distance criteria as detailed in Section 4.3?** (YES) NO

5.24 **Did you complete and include the pricing in Section VI and submit it with your bid?** (YES) NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES

VENDOR NAME: SouthLand Transportation

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.1 PRICING

SCHEDULE 1: LIGHT / MEDIUM DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes or No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
					Flat FEE		
6.1.1	Dodge	2.7-L5 Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.2	Chrysler	Cummins 5.7L Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.3	Chrysler	Cummins 6.7L Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.4	Chrysler	Cummins 6.9L Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.5	Ford	6.4L Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.6	Ford	6.7L Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.7	Ford	6.9L Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.8	GM	6.2L Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.9	GM	6.5L Duramax Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.10	GM	6.6L Duramax Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.11	GM	6.7L Diesel	Y	2 Days	$ 40.00	$ 150.00	30 %
6.1.12	Isuzu	3.9L Diesel	NO	N/A	$ N/A	$ N/A	N/A %

SECTION VI VENDOR PRICING FOR BID NUMBER 3615, DIESEL ENGINE REPAIR SERVICES – CONTINUED

VENDOR NAME: SouthLAND TRANSPORTATION

Please complete the pricing listed below and submit it with your bid. Failure to do so will result in your bid being non-responsive.

6.2 PRICING – SCHEDULE 2

SCHEDULE 2: HEAVY DUTY VEHICLES

Item Number	Make	Engine Size	Ability to Provide Service (Yes/No)	Estimated Turn Around Time on Average Repairs (8 Hours = 1 Day)	Diagnostic Labor Rate Per Hour	Mechanical Labor Rate Per Hour	Material Supplies and Markup %
					Flat Fee		
6.2.1	Freightliner	Cummins 6.7L 6 Cyl. Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.2	GM	7.8L – 6 Cyl. Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.3	GM	8.1L Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.4	GM	CAT 3116 Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.5	International	7.3L Turbo Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.6	Isuzu	5.2L – L4 Diesel	NO	N/A	$ N/A	$ N/A	N/A %
6.2.7	Kenworth	PACCAR PX-6 6.7L - 6 Cyl. Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.8	Kenworth	PACCAR PX-8 8.3L - 6 Cyl. Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.9	Kenworth	PACCAR PX-9 8.9L - 6 Cyl. Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.10	Mack	10.8L - 6 Cyl. Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.11	Mack	MP7-405M Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %
6.2.12	Mack	MP8-445C Diesel	Y	2 DAYS	$ 40.00	$ 150.00	30 %

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
EQUIPMENT LIST
INVITATION FOR BIDS NUMBER 3615

VENDOR NAME: SouthLand Transportation

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

Quantity of Resources or Equipment	Equipment or Resource	Age	Condition
(1)	Diesel Laptop	3 years	great
(2)	Fork Lifts	5 years plus	Fair
(2)	1" Impacts	5 years	good
(4)	Jacks	5 years	good
(6)	Jack Stands	5 year	good
(1)	Transmission Jack	5 years plus	good
(1)	Plaza Cutter	2 years	good
(1)	Acetylene Torch Kit	5 years plus	good
(1)	Tire Cage	5 year plus	good

NOTE: Attach additional pages if necessary.

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY): 12/13/2024

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

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

PRODUCER
CMS Insurance & Financial
201 N. State Street
P O Box 1456
Yadkinville NC 27055

CONTACT NAME: Kimberly Michael
PHONE (A/C, No, Ext): (336)679-8816 **FAX (A/C, No):** (336)679-7026
E-MAIL ADDRESS: kimberly@cms-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southland Transportation Co, Inc.
P O Box 99
Boonville NC 27011

COVERAGES **PROD / CUSTOMER ID:** 00014096 **CERTIFICATE #:** CL24121308542 **REVISION #:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GARAGE LIABILITY** ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS USED IN GARAGE BUSINESS ☐ ANY AUTO ☐ OWNED AUTOS ONLY			4430371300	05/05/2024	05/05/2025	AUTO ONLY (Ea accident)	$ 1,000,000
							OTHER THAN AUTO ONLY: EA ACCIDENT	$ 1,000,000
							OTHER THAN AUTO ONLY: AGGREGATE	$ 2,000,000
	GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☐ DIRECT BASIS ☐ PRIMARY ☐ EXCESS						☐ COMP / OTC LOC	$
							☐ SPECIFIED PERILS LOC	$
							☐ COLLISION LOC	$
							LOC	$
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under REMARKS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Only.

CERTIFICATE HOLDER
For Information Only

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

AUTHORIZED REPRESENTATIVE
Russell Criss

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2024

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

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

PRODUCER	CONTACT NAME:	
OliveBrook Insurance Solutions LLC 5214 Maryland Way Suite 402 Brentwood TN 37027	PHONE (A/C, No, Ext): (615) 431-3777	FAX (A/C, No):
	E-MAIL ADDRESS: Certs@ob-ins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Southland Transportation Company, DBA: Southland Transportation 112 River Rd Boonville NC 27011	INSURER A: Obsidian Insurance Company	35602
	INSURER B: CorePointe Insurance Company	10499
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24.25 MASTER **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			LDT-GL-000001016-00	05/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			LDT-AL-000001015-00	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CPW1002446	04/29/2024	04/29/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Motor Truck Cargo Trailer Interchange			QT6602Y309539TIL24	05/01/2024	05/01/2025	Limit $300,000 Limit $40,000	Ded $5,000 Ded $1,000

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

CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN
SAMPLE CERTIFICATE ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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JUSTIN BIGGS KNOX COUNTY TRUSTEE
PERSONAL PROPERTY TAX NOTICE
www.knoxcounty.org/trustee TEL: 865-215-2305

ACCOUNT # **1343112**
Printed Date: **09/16/2024 EGOV**

Payment Dates: Current Year Taxes are due and payable October 1st through February 28th
Beginning March 1st, interest will be added at a rate of 1.5% on the first of every month.
Prior Year's Taxes are due by the end of this month.
QUESTIONS: 865-215-2305

2024 TAX STATEMENT

RETAIN THIS PORTION FOR YOUR TAX RECORDS.

Property Address

1711 TRANSPORT WALK

Classification

Personalty

Personal Property	$	143,159.00
Total Value	$	143,159.00
Exemption		
Assessed %		30
Assessed Value	$	42,948.00
Tax Rate		1.5540

This amount good thru February 28th, 2025

Tax Year	Taxes Due	Interest	Fees	Balance Due
2024	$ 667.00	$ 0.00	$ 0.00	$ 667.00
Total	**$ 667.00**	**$ 0.00**	**$ 0.00**	**$ 667.00**

JSC 7560-000-00

TO RECEIVE A PAID TAX RECEIPT YOU MUST INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR PAYMENT.

JUSTIN BIGGS KNOX COUNTY TRUSTEE
PERSONAL PROPERTY TAX NOTICE
www.knoxcounty.org/trustee TEL: 865-215-2305

PAY ONLINE AT: www.knoxcounty.org/trustee
OR PAY BY PHONE: 865-215-2305
Amount due if paid by February 28th, 2025.

ACCOUNT	TAX DUE
1343112	$667.00

PROPERTY ADDRESS
1711 TRANSPORT WALK

Make Checks Payable To

Knox County Trustee
PO Box 70
Knoxville, TN 37901

J. & S. CARTAGE INC.
JASON SMITH
PO BOX 99
BOONVILLE, NC 27011

22024 1343112 667008

2024-210272

RLA-16569 **R-25-1-410**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with D.R. Horton, Inc. for road improvements at two intersections, Tipton Station Road at Martin Mill Pike (West) and Maryville Pike at Tipton Station Road. **(DEFERRED FROM DECEMBER AT REQUEST OF SPONSOR)** *(previously deferred from October to November and November to December at Request of Sponsor)*
(Engineering and Public Works)

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH D.R. HORTON, INC. FOR ROAD IMPROVEMENTS AT TWO INTERSECTIONS, TIPTON STATION ROAD AT MARTIN MILL PIKE (WEST) AND MARYVILLE PIKE AT TIPTON STATION ROAD.

RESOLUTION: **R-25-1-410**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, due to the ongoing and rapid suburbanization of South Knox County combined with other large and undeveloped property tracts in that area, the current intersection of Tipton Station Road and Maryville Pike ("Intersection No. 1") requires that a new southbound left turn lane be installed on Maryville Pike for traffic turning onto Tipton Station Road, and the current intersection at Tipton Station Road and West Martin Mill Pike ("Intersection No. 2") would be best improved by the installation of a roundabout at that intersection; and

WHEREAS, D.R. Horton, Inc. (“Horton”) plans to develop the property (the "Development") on currently vacant land owned by Horton or its affiliates located at 2814 Tipton Station Road, which Development will result in an increase of traffic on a portion of Tipton Station Road and an increase of traffic at the Intersections No. 1 and No. 2 and thereby increase the need for the installation of a new southbound left turn lane at Intersection No. 1 and a roundabout at Intersection No. 2 (hereinafter altogether the "Project"); and

WHEREAS, Knox County and Horton desire to enter into a Memorandum of Understanding to provide for the Project with Knox County to oversee and coordinate the Project and Horton to pay to Knox County the total cost of the Project and a non-refundable management fee, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and Horton with respect to the Project.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with D.R. Horton, Inc. for road improvements at two intersections, Tipton Station Road at West Martin Mill Pike and Maryville Pike at Tipton Station Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with D.R. Horton, Inc. for road improvements at two intersections, Tipton Station Road at West Martin Mill Pike and Maryville Pike at Tipton Station Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

MEMORANDUM OF UNDERSTANDING
KNOX COUNTY, TENNESSEE AND D.R. HORTON, INC.

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government, and **D.R. HORTON, INC.,** a Delaware corporation, 1431 Centerpoint Blvd., Suite 110, Knoxville, TN 37932 ("Horton").

WHEREAS, due to the ongoing and rapid suburbanization of South Knox County combined with other large and undeveloped property tracts in that area, the current intersection of Tipton Station Road and Maryville Pike ("Intersection No. 1") in Knox County, Tennessee requires that a new southbound left turn lane be installed on Maryville Pike for traffic turning onto Tipton Station Road, and the current intersection at Tipton Station Road and West Martin Mill Pike ("Intersection No. 2") in Knox County, Tennessee would be best improved by the installation of a roundabout at that intersection; and

WHEREAS, Horton plans to develop the property (the "Development") on currently vacant land owned by Horton or its affiliates located at 2814 Tipton Station Road, which Development will result in an increase of traffic on a portion of Tipton Station Road and an increase of traffic at the Intersections No. 1 and No. 2 and thereby increase the need for the installation of a new southbound left turn lane at Intersection No. 1 and a roundabout at Intersection No. 2 (hereinafter altogether the "Project"); and

WHEREAS, the total cost of the Project will be paid by Horton to Knox County; and

WHEREAS, it is in the best interest of Knox County and Horton that Knox County oversee and coordinate the entire Project for the installation of the southbound left turn lane and the roundabout at the Intersections as set out above; and

WHEREAS, Knox County and Horton agree that Knox County will oversee and coordinate the Project as set out below, and that Horton will pay to Knox County the total cost of said Project as set out below.

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and Horton hereby agree as follows:

1) Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, and construction as shown on Exhibit A attached hereto and incorporated herein by reference subject to the final design and construction plans for same being approved by Knox County.

2) Horton will pay to Knox County the entire cost of the engineering and design and right-of-way and easement acquisitions for the Project on the following schedule:

a. Horton will pay 50% of the total cost of the engineering and design and right-of-way and easement acquisitions for the Project within thirty (30) days of the execution of the design contract.

b. Horton will pay the remainder of all costs of the engineering and design and right-of-way and easement acquisitions for the Project within thirty (30) days of the date of the certification of all rights-of-way.

3) Horton will pay to Knox County the entire cost of the construction of the Project on the following schedule:

c. Horton will pay 50% of the total cost of the construction of the Project within thirty (30) days of the execution of the construction contract.

d. Horton will pay the remainder of all costs of the construction of the Project within thirty (30) days of the date of the last payment application from the contractor.

4) In addition to the amounts referred to above, Horton will pay to Knox County a non-refundable management fee of $150,000.00 for Knox County's use in overseeing and coordinating the Project. Said amount will be paid upon the execution of this Memorandum of Understanding.

5) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.

6) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.

7) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.

8) Time is of the essence on this Memorandum of Understanding and each and every provision hereof. Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding.

9) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including

conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

10) It is understood and agreed by Knox County and Horton that the individual(s) employed by Horton shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and Horton are not partners or joint ventures.

11) Horton shall indemnify, defend, save, and hold harmless Knox County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of this Memorandum of Understanding by Horton, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of Horton, its subcontractors, agents, or employees.

12) Horton shall not assign this Memorandum of Understanding to any person, party, company, partnership, corporation, or other entity of any kind without the prior specific written consent of Knox County, which consent shall be granted or denied in the sole and absolute discretion of the Knox County Mayor. Even if an assignment is granted by the Knox County Mayor, Horton shall remain fully responsible for the proper and complete execution of this Memorandum of Understanding.

13) The parties' performance of this Memorandum of Understanding is contingent upon the resolution of any and all pending or future litigation, and any and all appeals regarding the same, regarding the Development.

14) The parties' performance of this Memorandum of Understanding is contingent upon Knox County's obtaining by condemnation or otherwise all property that is needed for the construction of the Project.

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The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

D.R. HORTON, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
Knox County Law Director's Office

Date: _____

Contract #: 24-729

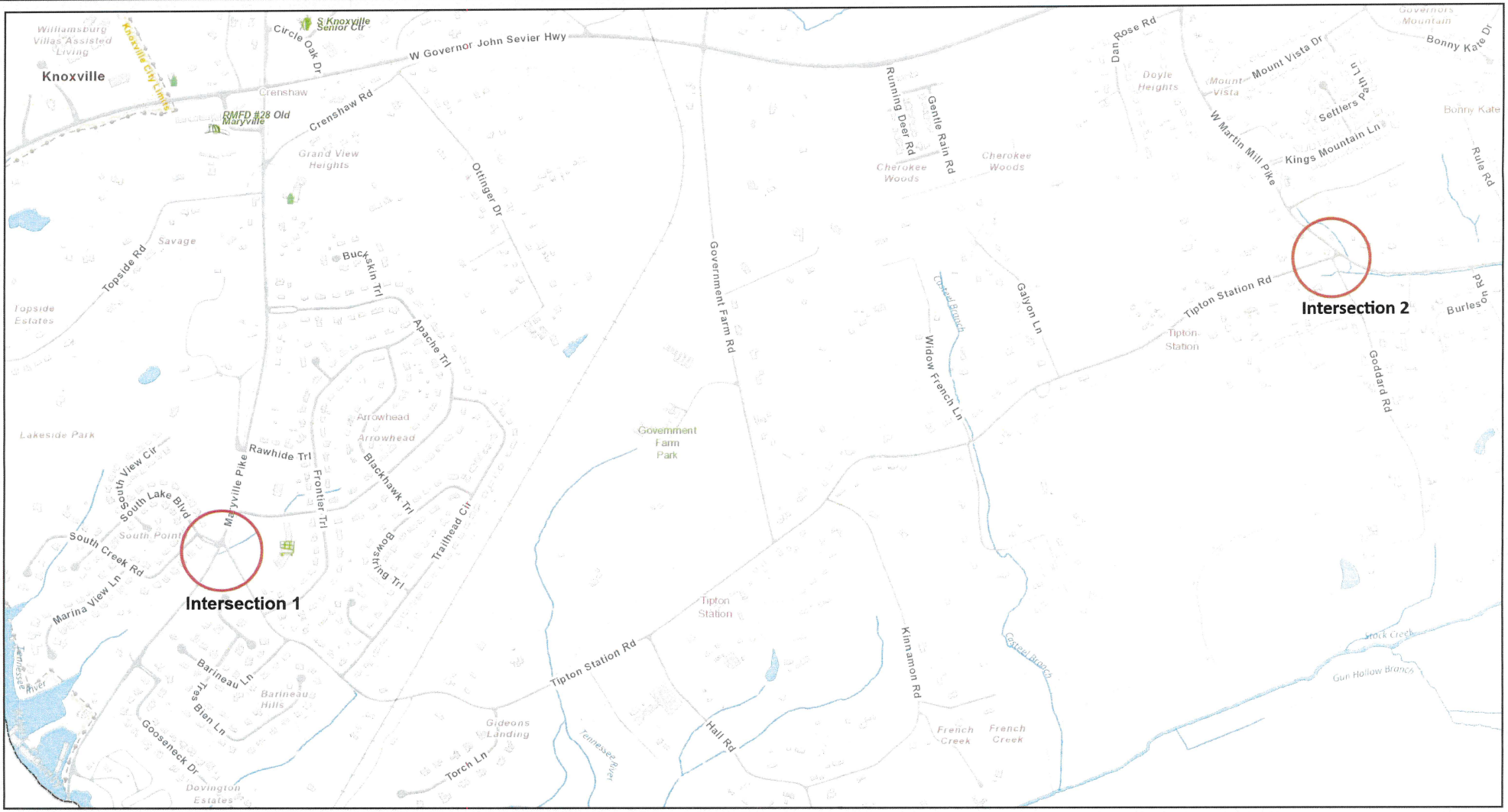

Exhibit A

Proposed Improvements

Intersection 1: Tipton Station at Maryville Pike and Intersection 2: Tipton Station at Martin Mill Pike

0 400 800 1600

Feet

KGIS makes no representation or warranty as to the accuracy of this map and its information, nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

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RLA-16764 **R-25-1-411**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Laura Carl, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with KCI Environmental Technologies & Construction, Inc. for design build services in the amount of $615,000.00 for the Coward Mill Dam Removal Project. **(DEFERRED FROM DECEMBER AT REQUEST OF SPONSOR)** *(Engineering and Public Works)*

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH KCI ENVIRONMENTAL TECHNOLOGIES & CONSTRUCTION, INC. FOR DESIGN BUILD SERVICES IN THE AMOUNT OF $615,000.00 FOR THE COWARD MILL DAM REMOVAL PROJECT.

RESOLUTION: **R-25-1-411**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to have a contractor provide design build services for the Coward Mill Dam Removal Project, which services are further detailed in the attached contract; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that KCI Environmental Technologies & Construction, Inc. submitted the proposal that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with KCI Environmental Technologies & Construction, Inc. is in the amount of $615,000.00 and sets forth the terms and conditions under which the project will be undertaken; and

WHEREAS, KCI Environmental Technologies & Construction, Inc. has the necessary qualifications to provide the design build services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with KCI Environmental Technologies & Construction, Inc. for design build services for the Coward Mill Dam Removal Project is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with KCI Environmental Technologies & Construction, Inc. for design build services for the Coward Mill Dam Removal Project shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County, Tennessee

And

KCI Environmental Technologies & Construction, Inc.

This Contract, made and entered into this _____day of _____, 2025 between Knox County, Tennessee hereinafter referred to as "County" and KCI Environmental Technologies & Construction, Inc., hereinafter referred to as "Contractor".

Whereas, County requested proposals for Design Build Services – Coward Mill Dam Removal for Knox County, Tennessee (Requests for Proposals #3584) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Proposals. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposals specifications and the Contractor's response.

Now, therefore, in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Statement of Work. This work shall include design-build services to remove the Coward Mill Dam and the creation and implementation of a plan to rehabilitate the newly exposed creekbanks in previously backwatered areas on Knox County property and at the dam removal site, ensuring they are left in a stabilized vegetated state. The Contractor shall perform all design and construction services, and provide all necessary supervision, material, equipment, machinery, tools, testing, temporary utilities, and labor necessary. Knox County is seeking a complete turn-key project.

Design work shall include engineering and other professional design services necessary for the preparation of the required drawings, specifications, and other design submittals needed to complete the work. All design work shall be consistent with applicable state laws. Nothing in this Contract is intended to create a contractual relationship between the County and any design consultant. County shall approve in writing all design submissions and construction documents.

Contractor shall perform all construction activities efficiently and with the requisite skill, expertise, and competence to satisfy the requirements of this Contract. Contractor shall only employ sub-contractors who are licensed and qualified to perform the work.

Contractor shall coordinate the activities of all sub-contractors. Contractor agrees to reasonably cooperate with separate contractors employed by County. Contractor assumes responsibility for the proper performance of the work of sub-contractors and any acts and omissions in connection with such performance. Nothing in this Contract is intended to create a contractual relationship between the County and any sub-contractor. Contractor and all sub-contractors shall keep site neat, orderly, and free from all debris, trash, and construction waste.

2. Completion of Work. The Contractor shall commence work on the date to be specified in a written "Notice to Proceed" by the County. Substantial Completion of the project shall be achieved no later than December 31, 2025, unless the period for completion is extended as hereinafter provided. Substantial Completion shall be achieved upon completion of the construction portion of the Statement of Work and acceptance of the final As-Built Survey and Report.

Final Completion of the work shall be achieved no later than December 31, 2028, which is three (3) years after Substantial Completion. Final Completion is the date the project, including all monitoring requirements, is fully complete and to the satisfaction of the County.

3. Contract Sum. The County shall pay the Contractor for work performed under this contract subject to additions and deductions provided herein, a not to exceed price of Six Hundred Fifteen Thousand dollars ($615,000.00).

The contract price shall include the Cost of the Work detailed by each subcontract or trade (including design, engineering, and other pre-construction costs established above); the Contractor's General Conditions costs (including bonds and insurance) detailed by expense category; the Contractor's Overhead and Profit; the Contractor's Contingency for the work (no less than five percent of the Cost of the Work); a Milestone Pay Schedule; and the Final Construction Schedule. The contract price, as part of the Contractor's Contingency, shall allow for reasonably expected changes in the drawings and specifications, not including material changes in scope.

4. Liquidated Damages. In the event the project is not completed within the specified timeframe, the Contractor will be charged as per Section 108.09 of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, per calendar day not as a penalty but as liquidated damages for failure to complete the project in its entirety.

5. Payment. Payment of the Contract Sum shall be made based on the completion of the following milestones. The Milestone Schedule allocates the entire contract sum among various portions of the work (as outlined below) and shall be submitted for the County's review and approval prior to the County granting Notice to Proceed.

Milestone Pay Schedule:

Milestone 1	Professional Services Through Permit Submittal	$170,000.00
Milestone 2	Professional Services - Final Design and Permit Approval	$75,000.00
Milestone 3	Construction	$298,000.00
Milestone 4	As-Built Survey and Report Submittal	$32,000.00
Milestone 5	Year 1 Monitoring Report Submittal	$12,000.00
Milestone 6	Final Monitoring Report Submittal	$28,000.00
Total		**$615,000.00**

The Contractor shall submit Application for Payment, certified by the Project Engineer, for all work conducted to achieve the Payment Milestone within 10 days following approval of milestone achievement by the County. Original Applications for Payment shall be sent to Knox County Engineering and Public Works via U.S. Mail or hand delivered to the following address:

Jim Snowden
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

6. Warranty. Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, and free of defects in material and workmanship. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties upon Substantial Completion.

Contractor agrees to correct any work that is found not to be in conformance with the contract documents at the fault of the Contractor within a period of one (1) year from the date of Substantial Completion of the work or any portion of the work or within such longer period to the extent required by any specific warranty included in this Contract. For woody plantings (bare roots, containerized, ball or burlap, live stakes, live branches, whips, etc.), evaluation of survival for warranty will occur during the second growing season. If the survival rate of woody plantings falls below seventy percent (70%), then supplemental plantings will be installed by the Contractor.

Contractor shall, within ten (10) calendar days of receipt of written notice from the County that the work is not in conformance, take meaningful steps to correct the work. If Contractor fails to take meaningful steps to correct the problem within ten (10) calendar days of receipt of written notice, the County may commence corrective action for which Contractor will be responsible for all reasonable costs incurred by County. The one (1) year warranty only applies to the Contractor's obligation to correct nonconforming work and is not intended to constitute a period of limitations for any other rights or remedies County may have regarding Contractor's other obligations under this Contract.

7. Force Majeure. Any loss or damage, or delays in, or failure of performance shall not constitute default hereunder or give rise to any claims for damages if, and only to the extent that, such loss, damage or failure is caused by force majeure.

Force Majeure for purposes of this Agreement, is defined as any event or damage arising from causes beyond the control of the Contractor or of any entity controlled by the Contractor, including but not limited to its subcontractors, that delays or prevents the performance of any obligation under this Agreement despite Contractor's best efforts to fulfill the obligation and that which could not have been reasonably foreseen or guarded against. The requirement that the Contractor exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any force majeure event (a) as it is occurring and (b) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. The term Force Majeure shall not include the inability of Contractor to secure labor to perform the Work, normal seasonal weather conditions that are known to occur in the area of the Site.

8. County's Representative. The County designates the following individual as its senior representative with the authority and responsibility for the project:

Jim Snowden
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917
865-215-5800
jim.snowden@knoxcounty.org

9. Contractor's Representative. The Contractor designates the following individual as its senior representative with the authority and responsibility for the project:

Name:	KCI Environmental Technologies & Construction, Inc.
Contact:	Gary Mryncza
Address:	500 11th Avenue, Suite 290, Nashville, TN 37203
Telephone:	615-370-8410
Email Address:	gary.mryncza@kci.com

10. Ownership of Documents. Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Contractor and/or members of the design build team in the performance of its obligations under the Contract shall be the exclusive property of the County, and all such materials shall be returned to the County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the County. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting Contract without the prior written consent of the County.

11. Change Directives/Orders. There shall be no change directives or change orders to the contract except in the case of a material change in scope initiated by the County. In such case, Contractor shall use change directives when changes are necessary that will adjust the contract price.

The County and Contractor shall negotiate such change directives constituting a material change in scope in good faith. All change directives must be submitted to the County in writing. County will approve change directives in writing. Upon the conclusion of the project, the County and Contractor will include all change directives, including additions and deductions, as part of a single change order.

12. Intent of Plans and Specifications. The Contractor will keep on the project site a copy of the plans and specifications and shall at all times give the County access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern.

The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the plans and specifications but shall immediately call them to the attention of the County whose interpretation or correction thereof shall be conclusive.

13. Claims for Extra Cost. If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, it shall give County written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property.

In all such cases the Contractor shall keep a correct account of the extra cost in such form as the County may direct and shall present such account supported by receipts to County. The County shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

14. Work by Utilities. During the life of this Contract, local utilities and the County may install or adjust their respective utilities in the project area and work shall be performed by the Contractor in cooperation with these utilities. The Contractor shall be responsible for the coordination of their work with the respective utility owner. Any cost of relocation of the utility during construction such as power poles, etc. to facilitate the work of the Contractor for convenience of the Contractor shall be borne by the Contractor.

15. Performance and Payment Bond. The Contractor shall within thirty (30) days after receipt of the Notice of Award and before the commencement of any operations hereunder execute the Contract and furnish the County with a Performance and Payment Bond in a sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work provided by this Contract.

Upon Substantial Completion of the project and approval by the County of the Construction and final As-Built Survey and Report, the Performance and Payment Bond will be released and replaced with a Maintenance Bond in a sum equal to the price of the monitoring work conditioned upon the maintenance by the Contractor of all undertakings, covenants, terms, conditions and agreements of this Contract. Upon Final Completion of the project and approval by the County of the Final Monitoring Report, the Maintenance Bond will be released. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the County. The expense of these bonds shall be borne by the Contractor.

All bonding companies must be listed in the Federal Register Dept. of the Treasury Fiscal Service, companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. If at any time a surety on such bonds becomes irresponsible or loses its right to do business in the State of Tennessee, the County may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

Evidence of authority of any attorney in fact acting for the corporate surety must be provided in certified form and remains in full force and effect on the date of the bonds. The form of the bonds shall be subject to approval by the County.

16. License and Permits. The County will assist with obtaining permits required for permanent structures. The Contractor shall obtain and pay for all necessary licenses and permits and shall faithfully comply with all laws, ordinances, and regulations Federal, State, or local which may be applicable to the operations to be conducted hereunder.

17. Waiver. It is expressly understood and agreed that any waiver granted by the County, or any representative of the County, of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Any such waiver granted by the County shall be made in writing and signed by all parties under this contract.

Neither the acceptance of the work by the County nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the County of any claim which the County may have against the Contractor or surety under this Contract or otherwise.

18. Superintendent. The Contractor shall assign and provide a superintendent, who will be identified by name to the County. Contractor will provide superintendent's contact information including email address and cell phone number to County. Superintendent will provide constant on-site supervision during any and all construction under the Contract whether by the Contractor or a subcontractor. The superintendent shall have full authority to act for the Contractor and to carry out all instructions given by the County.

19. Labor Provisions. The Contractor and subcontractors shall discharge, whenever ordered to do so by the County, any employee who is disorderly or whose conduct in the opinion of the County is detrimental to the prosecution of the work.

No person under the age of sixteen (16) years shall be employed. The work shall at all times be prosecuted under safe working conditions and in a safe and workmanlike manner and the conditions of work shall be subject to inspection and correction by the County or safety inspectors of the County. Contractor agrees that no products will be provided or used under this Contract which have been manufactured or assembled by child labor.

20. Liability Insurance. The Contractor shall procure and maintain, at their own expense, during the life of this Contract, liability insurance as necessary to indemnify the County and its agents. All such insurance shall be subject to the approval of the County for adequacy of protection and shall contain a provision preventing cancellation without thirty (30) calendar days prior written notice to the County.

The liability insurance will be that required in Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for destruction of or damage to property arising out of or in connection with any operations under the Contractor or anyone directly or indirectly employed by the Contractor or by a subcontractor under the Contractor.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in performance of the work shall cover all blasting operations. Certificates evidencing the issuance of such insurance shall be filed with the County prior to commencement of any operations under this Contract.

21. Workers' Compensation Insurance. The Contractor shall procure and maintain, at their own expense, during the life of this Contract in accordance with the provisions of the laws of the State of Tennessee, Workers' Compensation Insurance for all the Contractor's employees at the site of the project, and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurancefor the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in work under this Contract at the site of the project is not protected under the Workers' Compensation Insurance, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of these employees not otherwise protected.

Certification evidencing the issuance of such insurance shall be filed with the County prior to the commencement of any operations under this Contract.

22. Payments Withheld. The County may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any Application for Payment to such extent as may be necessary to protect the County from loss on account of:

(a) Defective work not remedied.
(b) Claims filed or reasonable evidence indicating probable filing of claims.
(c) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
(d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
(e) Damage to another Contractor.
(f) Failure of the Contractor to keep its work progressing in accordance with its time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

23. Assignment and Transfer of Contract. The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without the prior written consent of the County and the Contractor's surety. Any such assignment or transfer without such written consent shall be null and void.

24. Subcontractors. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to ensure the fulfillment of all the provisions of this Contract affecting subcontractors.

25. Protection of Work and Property. The Contractor shall continuously maintain adequate protection of all its work and materials from damage or theft and shall protect the County's property and all adjacent property from injury or loss arising in connection with activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the County.

The Contractor shall provide, use, and maintain all necessary precautions, safeguards, and protection to prevent accidents on the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under this Contract.

The Contractor shall designate a responsible member of its organization for the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the County in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor without special instruction or authorization from the County is hereby permitted to act, at its discretion, to prevent such threatened loss or injury, and the Contractor must take such action if so instructed or authorized by the County.

Additionally, in order to further protect the lives and health of the Contractor's employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under the Contract. The Contractor shall also protect property as required by law.

26. Safety. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (O4PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54). The Contractor shall comply with the Occupational Safety and Health Act for Construction Industry (29 CFB Part 1929) under Sections 650 through 652.

27. Liens. If at any time there shall be evidence of lien or claim for which the County might become liable and which is chargeable to the Contractor, the County shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide for complete indemnification against such lien or claim. In the event the County has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the County, the Contractor and its surety shall be liable to the County for any loss so sustained.

28. Defective Work or Material. The Contractor shall promptly remove from the premises all work and materials deemed by the County as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

29. Inspection and Acceptance. The Contractor shall do all work to the approval of the County. The County shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on Applications for Payment. Materials of construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All work and material shall be tested to the satisfaction of the County before acceptance. The County shall be provided copies of all testing performed for the project.

Warranty periods shall not commence until the County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the County. The County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance.

Acceptance of goods and/or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances. Final inspection and acceptance of the work shall be made by the County. Such inspection shall be made as soon as practical after the Contractor has notified the County in writing that the work is ready for such inspection.

30. Other Contracts. The County may award other contracts for the project. The Contractor shall fully cooperate with such other Contractors and carefully fit its work to that provided under other contracts as may be directed by the County. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

31. County's Right to Take over the Work. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over Contractor's affairs, or if Contractor should fail to perform its work with due diligence and carry the work forward in accordance with Contractor's work schedule and the time limits set forth in the Contract Documents, or if Contractor should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by Contractor, the County may serve written notice to the Contractor and the surety on Contractor's Performance Bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the County bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) calendar days after service of such notice, the County may, without prejudice to any other right or remedy, exercise one (1) of such remedies, at once, having first obtained a certificate from the County that sufficient cause exists to justify such action.

(a) The County may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice on the Contractor and their surety, where upon the surety shall have right to take over and perform this Contract. If the surety does not commence performance of the contract within ten (10) calendar days after service of the notice of termination, the County may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its services, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted.

If the County takes over the work and if the unpaid balance of the contract price when the County takes over the work, exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the County through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses and damages shall exceed such unpaid balance of the contract price, the Contractor and its surety shall pay the difference to the County. Such cost, expenses and damages shall be certified by the County.

(b) The County may take control of the work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the County deems advisable. In such event the County shall be entitled to collect from the Contractor and its surety, or to deduct from any payment then or thereafter due the Contractor, provided the County approved the amount thus charged to the Contractor.

(c) The County may require the surety of the Contractor's Bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the County and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instruction from the County to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the County to take control of the work.

32. Delays and Extension of Time. If the Contractor shall be delayed at any time in the progress of the work by an act or neglect of the County, or by any employee of the County, or by any separate Contractor employed by the County, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable causalities, or any force majeure events beyond the Contractor's and County's control, or by delay authorized by the County, or by any cause which the County shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the County may decide. No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the County. In the case of a continued cause of delay, only one (1) claim is necessary.

33. Right of Occupancy. The County shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The County shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The County shall also have the right to enter the premises for the purpose of doing work not covered by its Contract with the Contractor.

34. Cleaning Up. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish from its operations, leaving the premises in a neat and presentable condition. In the event of the Contractor's failure to do so, the same may be done by the County at the expense of the Contractor, and the Contractor and the Contractor's surety shall be responsible therefor.

35. Termination. County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of County.

Should the Contractor fail to provide the design build services detailed herein, County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problems within ten (10) calendar days. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County immediate written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

County may terminate this Contract immediately if the stated completion time is not met. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

36. Appropriations. In the event no funds are appropriated by the County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

37. Independent Contractor. Contractor acknowledges that Contractor and Contractor's employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

38. Compliance with all Federal, State, and Municipal Laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Design Build Services – Coward Mill Dam Removal, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

39. Severability Clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

40. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

41. Non-discrimination and Non-conflict Statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the Contract.

42. Books and Records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

43. Indemnification/Hold Harmless. Contractor shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

44. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

45. Limitations of Liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

46. Order of Precedence. In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

47. Contract Documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposal #3584, including all Exhibits and Addendums
B. Contractor's Response to Request for Proposal #3584
C. Contractor's Certificate of Insurance

It is agreed that this Contract represents the entire Contract between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

KCI Environmental Technologies & Construction, Inc.

by: _____

Name: _____

Title: _____

Date: _____

Date: _____

Attachment A

Request for Proposals #3584, including all Exhibits and Addendums

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Design Build Services – Coward Mill Dam Removal** as specified herein. Proposals must be received by **2:00 p.m. local time** on **September 10, 2024**. Late proposals will neither be considered nor returned.

Deliver Proposal To:

Proposal Number 3584
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, who presents the product(s) or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all or none basis. Additionally, Knox County reserves the right to make a multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses who have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County **requires** that all proposals submitted with one (1) **marked original** and four (4) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD, flash drive, etc.

1.9 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor **must** comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.

1.10 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.

1.11 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price**. There will be no extra hidden charges. Delivery must be "free on board" to the County department.**

1.12 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, Knox County's Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submissions are strictly prohibited. All proposals must be submitted in hard copy format to the address listed in this solicitation.

1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County, we urge you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.14 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. Firms must complete and submit with their proposal the Non-collusion Affidavit of Prime Bidder form, attached as **Exhibit 4** to this RFP.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.19 **PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

- Be submitted on recycled paper,
- Not include pages of unnecessary advertising,
- Be made on both sides of each sheet of paper.

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **August 27, 2024 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal.

1.27 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and believe that each proposer is not on the list created pursuant to Tennessee Code Annotated §12-12-106. All respondents must complete and submit with their response the Affidavit of Compliance with Iran Divestment Act, attached to the RFP as **Exhibit 5**.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. All respondents must complete and submit with their response the Affidavit of Compliance with No Boycott of Israel, attached to the RFP as **Exhibit 5**.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.

2.20 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.21 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.22 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed bid or proposal that they are current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.23 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.24 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTRODUCTION:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms to complete the design and construction for the removal of the Coward Mill Dam on Beaver Creek in Knox County, Tennessee, hereafter referred to as the "Project". The dam is located adjacent to 10204 Coward Mill Road, Knoxville, TN 37931. A map of the Project area is included with the Feasibility Study in **Exhibit 7**.

The primary goal of the Project is to remove the Coward Mill Dam. A secondary goal is to restore the creek as much as possible to pre-dam conditions. Grant funding has been acquired to cover stakeholder coordination, hydrology and hydraulic work, FEMA coordination, dam removal and restoration. Construction is targeted for the summer of 2025. This Project includes the creation of monitoring and maintenance plans to begin after grading and riparian buffer planting and to continue for three growing seasons after planting.

By removing this dam, over 2,700 linear feet of Beaver Creek will be converted from a backwater lentic condition to a lotic condition. A preliminary assessment of the Project stream was conducted using the Tennessee Stream Quantification Tool (TNSQT) to determine the restoration potential for the Project. Functional lift through the removal of the dam is attainable in several function-based categories including hydraulics, geomorphology, and biology. Biological lift will be achieved by returning the stream to a lotic ecosystem, allowing aquatic organism passage through this stream which has not occurred since the dam was built, as well as allowing natural processing of large woody debris and sediment which will also improve instream habitat and aquatic refugia. Geomorphology parameters such as riffle percentage, pool spacing, and pool depth ratio will also improve significantly following the removal of the dam as it returns to a free-flowing system.

Additionally, Beaver Creek is listed as a stream with unavailable parameters by TDEC due to Escherichia coli (E. coli) from sanitary sewer overflow and grazing in the riparian zones, nutrient levels from grazing in the riparian zones and municipal point source discharges, and both physical substrate habitat alterations and sedimentation due to highly urbanized land use. While this project may not address all of those issues, creating a free-flowing stream will help improve overall water quality by reducing areas of stagnant water, decreasing water temperatures, and increasing oxygen levels as new riffles emerge from the backwater. Overall, the Coward Mill Dam Removal project has the potential to produce 1,057 functional feet of stream channel within a highly urbanized watershed. See the provided TNSQT Workbook in **Exhibit 8** for anticipated functional lift associated with the restoration project.

The Contractor shall furnish all necessary drawings, plans, labor, equipment, and construction oversight services to complete the Project. The Contractor will be responsible for providing all information and for securing, on behalf of Knox County, all necessary local, state and federal permits for the Project. This includes all required surveying and data collection to prepare and submit permit applications and payment of all required fees to obtain permits or agency authorizations to proceed. No work shall commence until the permits are secured.

Knox County's total budget for performance under this contract, including design and construction is $683,500.00. All proposals shall include the amount necessary for completion of the Project including any contingencies.

3.2 **ACCURACY OF RELATED DOCUMENTS:** The County assumes no responsibility that the specified technical and background information completed by outside vendors and attached to this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. This includes surveys, site studies, etc. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the submittal documents other than those given in writing as an Addendum to this RFP.

3.3 **BONDING COMPANIES:** Proposers are advised that the selected Prime Proposer will be required to provide appropriate performance and payment bonds to ensure contractor's performance. All bonding companies must be listed In the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. The ratings that the bonding company holds must be acceptable to the County.

3.4 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the successful vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.5 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Prime Proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.6 **CONTRACT EXECUTION:** The award of this proposal will result in a contract between Knox County and the Prime Proposer. The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting.

The Knox County Procurement Division will draft this Contract and no vendor forms (e.g.: Terms and Conditions, service agreements, or other standard Company forms) will be accepted as Contract documents or as Contract attachments. Firms are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement. The draft contract is attached as **Exhibit 1**.

3.7 **COST OF SUBMITTAL PREPARATION AND SELECTION PROCESS:** Each submittal, including preparation of all information required to be included in a proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, design, engineering and legal costs) of the proposer. In addition, the proposer shall be solely responsible for all costs (including design, engineering and legal costs) incurred by such proposer in connection with this selection process, including any costs incurred by the proposer in any subsequent negotiations entered into in connection with developing the proposal. Knox County's intent is to keep these costs to a minimum.

There shall be no claims whatsoever against the County, its staff, or its agents for reimbursement of the costs or expenses (including, but not limited to, design, engineering and legal costs) incurred during the preparation of the proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

3.8 **DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code. Contractor **must** provide the affidavit, **Exhibit 3,** provided herein as required by Public Acts, 2000, Chapter 918.

3.9 **EVALUATION CRITERIA:** This proposal will be evaluated by a selection committee composed of members from Knox County and other subject matter experts. Only proposals conforming to the County's Terms and Conditions and the provisions set forth in this RFP will pass the initial screening. Any proposal failing to satisfy the minimum requirements set forth in this RFP may be rejected without consideration. The committee may request oral interviews. The following criteria will be used:

	CATEGORY	POINTS
1.	**Technical Expertise**	**40**
	Qualifications of proposed team	
	Experience of proposed firms, particularly related low head dam removal and subsequent stream restoration	
	Resumes of engineers, designers, project managers, etc.	
2.	**Project & Design Approach**	**40**
	Team's approach to the design process	

	Team's approach to budget control, quality control, quality assurance, value engineering, safety, interface between design and construction team, and coordinating with the owner, CEI inspector and permitting agencies	
	Proposed construction methods and materials	
	Team's approach to post-construction monitoring, maintenance and warranties	
3.	**Proposed Construction Schedule**	**10**
	Master schedule that indicates major milestones, proposed time to establish the GMP, design and construction time.	
4.	**Price**	**10**
	Design Build Team Fixed Fee as Percentage of Total Design Build Costs	
	Monthly General Conditions Costs	
	TOTAL POINTS	**100**

3.10 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.11 **EXCEPTIONS TO SPECIFICATIONS:** Prime Proposers taking exception to any part or section of these specifications shall indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the firm's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Proposal Format, Part IX of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed in any other section will not be considered.

3.12 **INSURANCE:** The Prime Proposer must carry the insurance as indicated on the Insurance Checklist hereto. As proof of the Provider's willingness to obtain and maintain the insurance, the Prime Proposer must complete, sign and have its insurance agent sign the attached **Exhibit 2** and submit it with the Request for Proposal.

Upon receipt of the Notification of Intent to Award, the successful Prime Proposer will be required to submit a Certificate of Insurance (COI) showing the specified coverage and listing Knox County as additional insured, Endorsement Page(s) shall be included. It shall be the successful Prime Proposer's responsibility to keep a current COI on file with Knox County Procurement at all times during the contract term.

3.13 **LICENSE REQUIREMENTS:** All contractors and sub-contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction where applicable. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE PROPOSAL. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO PROPOSAL REJECTION.***

3.14 **MINIMUM QUALIFICATIONS:**

3.14.1 Prime Proposer must address all requirements as defined in Section V, Proposal Format.
3.14.2 Prime Proposer must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
3.14.3 Prime Proposer and all subcontractors must have valid licensing per Section 3.13.
3.14.4 Prime Proposer must have the capacity to bond the projects as submitted per Section 3.3.

3.15 **NEGOTIATIONS:** Knox County may select a successful Prime Proposer on the basis of initial offers received without discussions, though Knox County may require/conduct oral interviews. Therefore, each proposal shall contain the Prime Proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated Prime Proposer. If Knox County and the selected Prime Proposer cannot negotiate a successful agreement with terms and conditions the County determines are fair and reasonable, Knox County may terminate said negotiations and begin negotiations with the next highest-rated Prime Proposer. This process will continue until a Contract has been successfully negotiated or all proposals have been rejected. No Prime Proposer shall have any rights against Knox County arising from such negotiations.

3.16 **NEW MATERIAL:** Unless specified otherwise in the proposal package, the vendor(s) must provide new supplies and equipment. New, as used in this clause, means previously unused materials. Materials includes, but is not limited to, raw material, parts, items, components, and end products. Vendor submission of other than new materials may be cause for the rejection of their proposal.

3.17 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.18 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Invitation for Bids, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.19 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.

3.20 **OWNERSHIP OF DOCUMENTS:** Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Prime Proposer and/or members of the Design Build Team in the performance of its obligations under the Contract shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the County. The Prime Proposer shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all contractor's obligations under the resulting Contract without the prior written consent of Knox County.

3.21 **PERFORMANCE AND PAYMENT BONDS:** The successful Prime Proposer may be required to submit both a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds $25,000 in value. The bonds will be returned upon the successful and satisfactory completion of the project.

3.22 **PRE-PROPOSAL CONFERENCE:** There will be a **non-mandatory** pre-proposal conference for Prime Proposers held on **August 21, 2024** beginning promptly at **10:00 a.m. local time**. The conference will be held at the office of the Knox County Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Please review the Request for Proposal before this meeting and bring a copy of the RFP with you. Respondents are hereby advised that the pre-proposal conference is for informational purposes only. Nothing spoken shall be legally binding on Knox County. All subcontractors are welcome as well.

There will be an option to join the pre-proposal conference remotely via Microsoft Teams. If you choose to join remotely, you must email your contact information to Brian Hubbs at brian.hubbs@knoxcounty.org by **August 20, 2024 no later than 12:00 p.m. local time**. Any requests after this deadline will not be accepted. Remote attendance will apply to the pre-proposal conference only. Knox County shall not be responsible for any technical difficulties experienced by proposers trying to connect or during the proposal conference. **Remote attendees should join the meeting five (5) minutes prior to the start time of the conference**.

An optional on-site meeting will be available immediately following the pre-proposal conference at **10204 Coward Mill Road, Knoxville, TN 37931**. In the event of inclement weather, this site visit may be rescheduled.

3.23 **PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting a design-build team, which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.24 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Prime Proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.25 **PROPOSAL TIMELINE:** The following lists the dates and activities associated with this Request for Proposal. Please be advised these are tentative dates and are subject to change.

Release of RFP to proposers	August 1, 2024

Non-mandatory Pre-Proposal Conference remote requests	August 20, 2024 by 12:00 p.m. local time
Non-mandatory Pre-Proposal Conference	August 21, 2024 at 10:00 a.m. local time
Deadline for proposers to submit questions	August 27, 2024 at 4:30 p.m. local time
Knox County responds to questions	August 30, 2024
Proposal due into Procurement Division	September 10, 2024 at 2:00 p.m. local time
Evaluate and select successful proposer	TBD
Award Contract	TBD
Contract Effective Date	TBD

3.26 **QUESTION DEADLINE & ADDENDA:** Firms may submit requests for clarifications or interpretations regarding this RFP. Firms must prepare such requests in writing for the County's consideration as set forth in the RFP. While the County has not placed a limitation on the number of requests to be submitted, firms are cautioned to request meaningful clarifications or interpretations in an organized manner (e.g. limited frequency of requests) or the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **4:30 p.m. local time** on **August 27, 2024.** Firms are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation and the County's failure to respond to any such request will not relieve the proposer of any obligations or conditions required by this RFP.

3.26.1 Requests for clarification or interpretation regarding this RFP shall be submitted in writing per Section 1.1 of the RFP.

3.26.2 All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County as receiving a copy of the RFP. Addenda will also be available at our on-line procurement system for viewing and download.

3.26.3 No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers relying on any such oral information risk having their response deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered.

3.26.4 During the period provided for the preparation of submittals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP.

3.27 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

3.28 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Prime Proposer agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Prime Proposer remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.29 **SAFETY, PROTECTION, AND TRAINING:** The Prime Proposer 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 Prime Proposer is solely responsible for the training of all their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Prime Proposer shall take all necessary precautions for the safety of, and 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 OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by Knox County.

The Prime Proposer is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. The Prime Proposer shall be required to furnish their employees with the proper personal protective clothing and equipment. The Prime Proposer shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

The Prime Proposer is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.

3.30 **SAFETY EFFORTS:** The Prime Proposer and all sub-contractors must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Prime Proposer and all sub-contractors shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

SECTION IV SCOPE OF WORK

4.1 **GENERAL SCOPE OF WORK:** The successful Prime Proposer will be asked to negotiate a single contractual agreement under which the successful Prime Proposer will lead a Design Build Team to design, construct and deliver on a "turn-key" basis, the Project as described herein. Each Prime Proposing party's proposal must comply with the requirements of this Section.

The County desires to select a cooperative, highly functional design-build team to provide a "turn-key" project that fully meets the County's needs. The design build approach is intended to allow designers, contractors, and the owner to work together to address each of these challenges concurrently, to produce an effective, comprehensive design and construction process that meets all of these needs.

The County will request the Design Build Team to complete a project that provides the highest design and construction quality, all within the established project budget and negotiated Guaranteed Maximum Price (GMP). The County will encourage the development of such creative options to maximize the value of the end product received.

The agreement between Knox County and the successful Prime Proposer will be drafted by Knox County Procurement. While Knox County is employing this method to encourage a cooperative approach, the contractual agreement will be between Knox County and the successful Prime Proposer. A draft of the contract to be utilized is included in the RFP as **Exhibit 1** for reference.

The Design Build Team will be responsible for obtaining all data and information sources in order to provide design plans, restoration specifications and complete construction of the following in conjunction with the Feasibility Study, provided in **Exhibit 7,** and the specific tasks outlined below.

4.1.1 Design and coordinate a plan for the Coward Mill Dam Removal.
4.1.2 Complete the dam removal.
4.1.3 Create and implement a restoration plan for the newly exposed creekbanks in previously backwatered areas and at the dam removal site. This may include bank and bed stabilization and riparian buffer establishment to be composed of planted native bottomland hardwood forest community.
4.1.4 Develop and execute a monitoring and maintenance plan after project completion for three (3) growing seasons once planting and stabilization is complete.

This includes all permitting, utility, railroad and FEMA coordination. Additionally, a project to improve Coward Mill Road involving the construction of a new bridge immediately upstream may overlap with the dam removal. Thus, coordination with the bridge construction may be required.

If the design deviates from the TNSQT used to describe the functional lift of this project, the TNSQT may need to be revised

4.2 **AMERICAN RESCUE PLAN ACT (ARPA) FUNDS:** This project is being funded in whole or in part by ARPA Resource Protection Grant 2023-9700 awarded to Knox County by the U.S. Department of the Treasury. Any publications produced with funds from an Agreement that results from this solicitation must display the federal award information. Additionally, all respondents must certify that they comply with ARPA Project Requirements & Guidelines**, Exhibit 6**. The ARPA Project Requirements & Guidelines must be incorporated into all ARPA funded Contracts and Subcontracts.

All funds must be disbursed, and all project activities must be completed before September 30, 2026.

4.3 **BUDGET:** The total budget for the Project is **$683,500.00**. This figure must include everything necessary for the successful design and installation of the Project, including but not limited to, permitting, including coordination with local, state, and federal agencies as needed.

Knox County desires to work with the Design Build Team to design the Project within the budget, including setting and upfront budge for all elements listed above as part of the design development phase.

The pricing requested in this RFP includes a fixed fee percentage of total design build costs and monthly general conditions costs for evaluation purposes. Knox County reserves the right to negotiate these fees with the successful Prime Proposer along with pre-construction fees to include the design and engineering of the project.

Design and engineering fees will be based upon the state fee schedule at a maximum and portions will be allowed to be billed in advance of construction and the determination of the GMP. These costs are not in addition to the GMP. Knox County expects that these costs will be included in the GMP once it is set.

4.4 **COORDINATION AND MODELING:** There are two CSX railroad crossings on Beaver Creek in the vicinity of the dam. One is downstream of the dam and the second is upstream. Initial coordination with CSX's consulting engineers has been done. They require an additional set of information for them to support the dam removal. The Contractor will complete a topographic survey, Hydrology and Hydraulics modeling, pre- and post-removal velocity calculations, and breach analysis of the dam, and assist Knox County in establishing an engineering agreement with CSX. The Contractor will coordinate with CSX and their consultant to move forward with this process. This task will also include funding for the CSX consultant to do the necessary review and analysis of the data provided by the Contractor.

The project is located within a FEMA detailed study area with regulatory floodway. Hydrology and hydraulic analysis of the pre and post conditions at the dam site will also be needed to meet requirements for FEMA. A hydrologic study using USGS Regression Equations will be used to develop additional peak discharges for modeling purposes. This will include computing the drainage areas to the existing dams/weirs. Peak flows developed using this methodology will be calibrated based on available base data and anecdotal evidence collected during the hydraulic field visit.

The hydraulic model will be based on the Effective FEMA model. The Contractor will request the engineering model from the FEMA Map Service Center if a local source for the model is not readily available. Using survey data, the Contractor will develop the Corrected Effective model. While additional discharges are needed for the design, only the Effective FEMA discharges will be in the Corrected Effective and Proposed hydraulic models' submittal. For the Proposed conditions hydraulic model, Contractor will remove the existing dam, add proposed bank stabilization and/or stream stabilization design. It is anticipated that No-Rise / No-Impact Certification will be achieved due to removal of the existing dam. The Contractor will develop the required documentation to accompany the hydraulic model for review by the local floodplain administrator.

Due to the project location within a FEMA designated floodplain and floodway, it is anticipated that a Letter of Map Revision (LOMR) will be required due to a significant decrease in water surface elevations. The Contractor will submit the design and associated hydraulic model to the local floodplain administrator for review before final plan approval; however, the LOMR would not be complete until after construction. The LOMR would be based on as-builts, and the Contractor will complete the required forms, mapping, and community notification once final as-builts are completed.

4.5 **DESIGN BUILD TEAM:** The Design Build Team shall consist of Tennessee licensed general contractors, designers, engineers, and other consultants that bring value to the project. All team members must be properly licensed and have experience in low head dam removal projects and successfully completing projects developed with a Guaranteed Maximum Price.

4.6 **EASEMENTS:** If required, the Prime Proposer will be responsible for creating an easement to delineate and protect the water quality efforts of this Project.

4.7 **GUARANTEED MAXIMUM PRICE:** Knox County expects that reviews will be conducted and a Guaranteed Maximum Price (GMP) for the project will be set upon completion of the design and construction document phase. The Design Build Team shall include an estimated time for establishing the GMP in the proposed construction schedule.

4.8 **HOURS OF CONSTRUCTION:** Construction operations for the Project shall be between the hours of 7:00 a.m. and 6:00 p.m. Eastern Time, Monday through Saturday (national holidays excluded); provided, however, that Contractor shall be permitted to leave stored equipment and materials within agreed upon areas at the Project Site at other times. Nothing in this section shall be construed to exempt the Contractor or the Project from the County's ordinances related to noise or other nuisances.

4.9 **INSPECTIONS:** Construction inspections will be made periodically by Knox County or its designee to review compliance with the solicitation requirements and the final working drawings. Knox County reserves the right to inspect the site at any time without notification.

4.10 **LIQUIDATED DAMAGES:** The Prime Proposer is responsible for ensuring that work shall begin on receipt of the Notice to Proceed and work shall be completed within the agreed up on schedule in the Contract. **In the event the project is not completed within the specified timeframe, the Contractor will be charged as per Section 108.09 of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, per calendar day not as a penalty but as liquidated damages for failure to complete the project in its entirety.**

4.11 **MAINTENANCE PLAN, MONITORING AND REPORTING:** Contractor shall be responsible for conducting all pre, during, and post Project monitoring activities and preparation and submittal to Knox County of all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable.

4.11.1 After construction is complete the Contactor will document conditions in an as-built report to be submitted to the approving agencies. This report will also be the baseline report for future monitoring of the site.

4.11.2 The Contractor shall develop a monitoring plan for three (3) years following construction. Year one (1) will include the first growing season after planting. The purpose of the monitoring is to document the functional uplift at the site as a result of the project work. The exact monitoring plan and methodology will depend on the final design for the site and the permit requirements. Monitoring will likely include components of the TNSQT to document the functional uplift at the site. It will also focus on the channel changes and the evolution of the channel as it moves towards a state of balance. Some of this may be able to be entered into the TNSQT, and other aspects of this will be documented with photos, narrative, and visual assessments. These monitoring reports will be submitted to TDEC and USACE as required. In the third year of monitoring benthic macroinvertebrates will be sampled and a TMI score and NUTOL will be determined for informational purposes.

All materials, reports, surveys, delineations, plans, etc. will be available to Knox County to use for educational materials, signage, grant documentation and reporting, and permitting.

4.12 **PERMITS:** The Contractor will be responsible for providing all information and securing all necessary local, state and federal permits, certifications and authorizations for the Project. This includes all required surveying and data collection necessary to prepare and submit permit applications, coordination with local utilities, and payment of all required fees to obtain permits or agency authorizations to proceed. No work shall commence until permits are secured. Requirements include but are not limited to permits required by the U.S. Army Corps of Engineers, Tennessee Department of Environment and Conservation, and Tennessee Valley Authority. If necessary, a floodplain development permit shall be obtained from Knox County. Floodplain development permit applications shall comply with all federal and state statutes, and local laws, rules, and ordinances.

The Contractor will be responsible for notifying TN811 prior to commencement of any earthwork operations.

The Contractor shall provide and execute a Stormwater Pollution Prevention Plan (SWPPP) for the Project if required. Erosion and sediment discharge must be controlled throughout the construction process in accordance with the Tennessee NPDES Construction General Permit and local erosion and sediment control regulations.

4.13 **PLANTINGS:** Planting is encouraged in early spring or fall to promote plant survival. If summer planting is necessary, the contractor will be responsible for any watering needs at no additional cost to Knox County.

4.14 **PROJECT/CONSTRUCTION ADMINISTRATION:** The Contractor design team will work with the construction team to ensure that the project is built as designed. This will involve regular site visits, working with the construction manager to address unforeseen circumstances or conditions and documenting these, and making sure that permit conditions are adhered to, and coordinating with the Coward Mill Road bridge construction project.

Once all the necessary permits are obtained, and coordination with all project partners and stakeholders has been completed, construction will begin. Construction will follow the Construction Sequence as included in the final plans. Construction will abide by all permit conditions and other agreements with project stakeholders. Depending on the final design and construction sequence, construction may be broken into phases or completed all at once. If completed all at once, it is anticipated that construction would last approximately 60 days. Construction will conclude with the planting of the site in native shrubs and trees to create a riparian buffer for the project stream.

The Prime Proposer shall submit a bar chart design and construction schedule showing planned and actual start and finish dates for each design and construction phase, sequencing, submission dates for required deliverables, and major milestones. The schedule shall begin with Notice-To-Proceed through Substantial Completion, ending with estimated Final Completion. Schedules shall be provided within two (2) weeks of Notice-To-Proceed.

4.14.1 During construction, the Design Build Team shall hold periodic, regularly scheduled progress meetings at the site, including the Owner, Design Build Team members, and representatives of subcontractors. The schedule will be determined at the time of construction. The design-build team shall record meeting minutes and distribute them to attendees prior to the next progress meeting.

4.14.2 Design Build Team members shall make periodic visits to the construction site as required and shall be available to meet and respond to questions from the County and from sub-contractors during construction, commissioning, and punch-out. Knox County's expectations are that the key personnel assigned to the project from the design-build team be available on-demand when issues arise to ensure that the project remains on schedule.

4.14.3 The Prime Proposer or assigned representative (site superintendent) shall be on the site at all times of work to provide construction supervision, including when sub-contractors are performing work under this contract. It is Knox County's belief that the site superintendent drives the project and is the most important individual assigned to the project. The Prime Proposer(s) is expected to provide the site superintendent's cell phone and email address to Knox County so that the owner has the ability to stay in constant contact with the site superintendent.

4.14.4 The Prime Proposer shall maintain a set of approved construction documents, with all approved revisions, at the site as a record mark-up of as-built conditions. These red-lined plans shall be made available to the County throughout the contract.

4.14.5 The work site shall be maintained in a neat, orderly, and safe condition at all times. Store and dispose of waste in accordance with applicable codes and regulations. Do not burn waste materials. Do not burn any debris or excess materials on County property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. All extra materials shall be disposed of as directed by the County. Do not use Knox County containers located at nearby/adjacent properties for disposing of material.

4.15 **PROJECT COMPLETION:**

4.15.1 Prior to Final Completion, the Prime Proposer shall submit closeout documents including, but not limited to:

- Release of liens,
- All warranties,
- Maintenance requirements list,
- Documents verifying quality assurance and quality control,
- Documents required by permits (404/401/FEMA, etc.),
- A subcontractors list per Section 4.18, and
- Three (3) sets of Operation and Maintenance Manuals, which include as-built plans and electronic drawing files and documents on reproducible medium.

Knox County requests electronic copies on a CD/DVD or flash drive, etc. Knox County reserves the right to request additional information and more detailed documentation if there are substantial changes to the originally approved design.

4.15.2 Final inspection and acceptance of the work shall be made by the Owner in coordination with the CEI inspector upon a final walk-through of the site with the Contractor. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection. The Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish from the operations, leaving the premises in a neat and presentable condition. In the event of the Contractor's failure to do so, the same may be done by the Owner at the expense of the Contractor, and the Contractor's surety shall be responsible therefore.

4.15.3 Knox County will not take possession nor make any final payments until all "punch out" items are acceptable. Work is subject to liquidated damages per Section 4.10.

4.16 **SITE ASSESSMENT AND SURVEY:** Initial field data collection and survey of the dam area was conducted during an earlier phase of this project. For FEMA and CSX coordination an additional topographic survey is needed. This survey will be completed by the Contractor under the supervision of a licensed Tennessee surveyor. The survey data will be used to bring the previous survey on coordinate to enable a full set of design plans to be developed. This will include additional cross-sections, planimetric data, floodplain data, utility data as available, and other critical mapping items. Additional field data will also be collected as necessary. This data will be used to finish populating the TNSQT if there are any portions that were not completed initially.

4.17 **SITE PROTECTION:** Contractor shall be responsible for ensuring safety at the Project Site, including safe storage of supplies and equipment. Contractor is responsible for maintaining safe traffic flow near the project site during construction and necessary traffic signage during construction. Disturbance to existing native trees shall be minimized in accessing the site. Any areas disturbed to access the Project Site, including roadways/right of ways and private property must be restored to former condition at the close of this Project at the Contractor's expense. Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.

4.18 **SUBCONTRACTORS:** The Prime Proposer shall include a list of subcontractors in their proposal where practical. Knox County understands that not all subcontractors will be part of the design-build team at this stage of the process. Submittal shall also include a statement of the subcontractors' qualifications where applicable. All subcontractors shall be licensed as an appropriate contractor for the work described and in good standing with Knox County. The County reserves the right to reject the successful Prime Proposer's selection of subcontractors for good cause. If a subcontractor is rejected, the Prime Proposer may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County, nor shall it result in an extension of time without the County's written approval.

The subcontractors will not be paid by Knox County. Subcontractors are the responsibility of the awarded Prime Proposer and shall be paid by the awarded Prime Proposer. Knox County shall in no way be responsible, or liable, to any subcontractors. Knox County strongly encourages the use of small and minority owned subcontractors. The Prime Proposer shall include a plan in their proposal to utilize small and minority owned subcontractors. As part of Project Closeout, the Prime Proposer shall be required to submit to Knox County a report listing all subcontractors and vendors used on the project. This report shall include the subcontractor or vendor's name, address, current contact information, diversity classification (if known), description of services provided or goods purchased, and contract/purchase amount.

4.19 **WARRANTIES:** All contractors and sub-contractors must submit the manufacturer's standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County. This includes but is not limited to plantings, control of invasive plants, bank treatments, etc.

Contractor shall submit their warranty on plant materials installed through this Project. Knox County requires at a minimum, 75% survival of all plant material for two (2) growing seasons after planting. Plant materials shall be replaced by the warranty if more than 25% of the plant is dead, diseased, or dying.

4.20 **OVERVIEW OF THE ATTACHMENTS:** To aid firms in their response to this solicitation, the following items are attached:

Exhibit 1: Draft Design-Build Contract between successful Prime Proposer and Knox County

Exhibit 2: Insurance Checklist

Exhibit 3: Drug Free Workplace Certification

Exhibit 4: Non-collusion Affidavit of Prime Bidder

Exhibit 5 Affidavit of Compliance Iran Divestment Act / No Boycott of Israel

Exhibit 6: American Rescue Plan Act (ARPA) Funds Project Requirements and Guidelines

Exhibit 7: Coward Mill Dam Removal Feasibility Study

Exhibit 8: Coward Mill Dam Removal TNSQT Workbook

SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and four (4) exact copies. An electronic copy on CD/DVD or flash drive, in one complete file, is also requested.

Part I **PROPOSER INFORMATION**

- Prime Proposer's Company name, address, and telephone/fax numbers
- Prime Proposer's Contact name(s) and telephone number(s)
- Prime Proposer's Contact e-mail address
- Prime Proposer's vendor number as assigned by Knox County
- Prime Proposer's Tennessee Contractors License Number
- Prime Proposer's Knox County Business License (if applicable)
- Prime Proposer's Employer Identification Number (EIN)
- Acknowledge acceptance of the American Rescue Plan Act (ARPA) Funds Project Requirements & Guidelines as described in Section 4.2.
- Acknowledgment of Addenda (if applicable)

TRANSMITTAL LETTER

Provide a transmittal letter identifying the Prime Proposer. The letter should introduce the design-build team members, briefly summarize the team's background and history working together and any distinguishing qualities or capabilities that uniquely qualify the team for the project. The letter must be signed by the individual regarded as the team leader with authority to bind the Prime Proposer contractually. Please address the letter to Brian Hubbs, Construction and Contract Specialist.

DESIGN-BUILD TEAM ORGANIZATION

Provide a diagram of the proposed team structure, clearly describing who the prime responsible firms and individuals are, as well as the roles and responsible individuals of the proposed consultants and sub-contractors. Provide a summary of all team members including names, addresses, contact names, telephone numbers, license numbers, and roles/responsibilities within the team including:

- Prime Proposer
- Design Team Leader
- Engineering Consultants
- Specialty Consultants
- Major Sub-contractors considered by the Proposer to be a critical element of the overall team.

Part II **TECHNICAL EXPERTISE**

Demonstrate special expertise, qualifications, and experience via similar projects completed by the Proposer and team members. This experience must include execution of low head dam removal projects and stream restoration. Provide one-page resumes of the key members of the design team, engineers, consultants, construction project manager(s), and site superintendent.

List and describe in detail at least three (3) and no more than five (5) completed projects which establish the Prime Proposer and Team members' experience with projects relevant to dam removal and stream restoration projects similar to the size and scope if this Project. Other similar stream and wetland improvement projects may also be used. Projects for Knox County are not to be included in this list.

Include project name and location, start date and completion date, scope of work, project construction budget, actual project cost, project size, key personnel involved in the project, and client reference name and contact information. Additional comparable projects which establish the team's experience may also be listed.

Part III **PROJECT & DESIGN APPROACH**

Demonstrate how designers and contractors will work together as a team to create innovative solutions. Include information and plans regarding the site plan, erosion prevention and sediment control measures, plant warranty information, etc. Provide information regarding the methods and materials used during construction.

Describe in detail the design-build team's approach to budget control, quality control, quality assurance, value engineering and safety. Describe the interface between the design and construction team, and coordination with the owner, CEI inspector and permitting agencies. Include detailed information regarding the team's approach to project/construction administration.

Provide details of the Design Build Team's approach to post-construction monitoring, maintenance and warranties.

Knox County does not require nor expect a complete design and full set of drawings for this solicitation. This section shall be limited to a maximum of four (4) pages, including drawings, with page size no larger than 8.5 by 14 (legal size). Design Build Teams will not gain an advantage by providing extra drawings and plans. Knox County expects no more than a prospective simple rendering and simple site plan that illustrates the Design-Build Team's initial project and design approach. This is not a design competition. Extra points will not be awarded for extra work. The intent is to create a fair competition while allowing prospective Design Build Teams to keep their proposal costs to a minimum. As part of the design development phase, Knox County will work with the successful Design Build Team to program and design the Project.

Part IV **PROPOSED CONSTRUCTION SCHEDULE**

Provide a master schedule that indicates major milestones, proposed time to establish the GMP, design, and construction time. Specifically, list in months, how long each phase of the construction project will last as well as the entire project from beginning of design to final completion. Explain the proposed timing of establishing the GMP and how establishing a GMP at the proposed time will maximize efficiency and cost savings.

Provide a detailed list of current projects, projected workload over the next eighteen (18) months, and availability of personnel for all major firms that are projected to be part of the Design Build Team. Current and projected workload should include estimated start (if project is not underway at this time) and completion dates, project location, and total contract budget/project size.

Part V **PRICE**

- Proposers shall include a Construction Services fixed fee that shall be stated as a percentage of the total design build costs that includes the following:
  - General Prime Proposer overhead and profit.
  - Prime Proposer personnel not directly assigned to the project such as accountants, clerks, secretaries, and personnel other than those listed under the Construction General Conditions Budget whether in an office or on-site.
  - Prime Proposer officers and other personnel with supervisory status not listed under the Construction General Conditions Budget.

- The cost of main office equipment and related supplies, maintenance, and service not located on-site.

- Proposers shall provide a Construction General Conditions Budget for the below items for general conditions during the construction phase of the project. The Prime Proposer may indicate an item as Not Applicable, but additional items should not be added at this time. These costs may be negotiated prior to an agreed upon GMP. Costs provided must be monthly and be based on the information provided in this RFP.
  - Project Manager
  - Safety Measures
  - Storage Trailer(s)
  - Portable Toilets
  - Trash Collection and Disposal
  - Temporary Construction Utilities (Estimated)
  - Telephone/Wireless
  - Vehicles
  - Fuel
  - Office Equipment, Furniture, Supplies, and Expenses
  - Insurance including General Liability, Auto and Workers Compensation
  - Payment & Performance Bonds
  - Printing & Photographs (does not include printing of construction drawings/documents

Part VI **LICENSES**

Provide copies of all Licenses required to perform this work, including both general contracting and design team licenses. Licenses should be provided for all key team members/firms.

Part VII **ATTACHMENTS**

Prime Proposers must execute and include the attachments listed below. Failure to do so may result in the proposal being disqualified.

- Insurance Checklist (Exhibit 2)
- Affidavit of Compliance with Drug Free Workplace (Exhibit 3)
- Non-collusion Affidavit of Prime Proposer (Exhibit 4)
- Affidavit of Compliance Iran Divestment Act / No Boycott of Israel (Exhibit 5)

Part VIII **ANY OTHER INFORMATION THAT WOULD ADD VALUE TO YOUR PROPOSAL**

Part IX **EXCEPTIONS**

Proposers are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFP in your response

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

EXHIBIT 1
DRAFT CONTRACT

Knox County, Tennessee

And

"Contractor"

This Contract, made and entered into this _____day of _____, 2024 between Knox County, Tennessee hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor."

Whereas, County requested proposals for Design Build Services – Coward Mill Dam Removal for Knox County, Tennessee (Requests for Proposals #3584) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Proposal. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposal specifications and the Contractor's response.

Now, therefore, in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Statement of Work. This work shall include design build services to remove the Coward Mill dam and restore the creek and banks to pre-dam conditions. The Contractor shall perform all design and construction services, and provide all necessary supervision, material, equipment, machinery, tools, testing, temporary utilities, and labor necessary. Knox County is seeking a complete turn-key project.

Design work shall include engineering and other professional design services necessary for the preparation of the required drawings, specifications, and other design submittals needed to complete the work. All design work shall be consistent with applicable state laws. Nothing in this Contract is intended to create a contractual relationship between the County and any design consultant. County shall approve in writing all design submissions and construction documents.

Contractor shall perform all construction activities efficiently and with the requisite skill, expertise, and competence to satisfy the requirements of this Contract. Contractor shall only employ sub-contractors who are licensed and qualified to perform the work.

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Contractor shall coordinate the activities of all sub-contractors. Contractor agrees to reasonably cooperate with separate contractors employed by County. Contractor assumes responsibility for the proper performance of the work of sub-contractors and any acts and omissions in connection with such performance. Nothing in this Contract is intended to create a contractual relationship between the County and any sub-contractor. Contractor and all sub-contractors shall keep site neat, orderly, and free from all debris, trash, and construction waste.

2. Completion of Work. The Contractor shall commence work on the date to be specified in a written "Notice to Proceed" by the County. Substantial Completion of the project shall be achieved no later than _____, unless the period for completion is extended as hereinafter provided. Substantial Completion shall be achieved once ninety-five percent (95%) of the total project completion is obtained.

Final Completion of the work shall be achieved no later than _____, which is forty- five (45) calendar days after Substantial Completion. Final Completion is the date when the project, including all punch list items, is fully complete to the satisfaction of the County.

3. Liquidated Damages. In the event the project is not completed within the specified timeframe, the Contractor will be charged as per Section 108.09 of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, per calendar day not as a penalty but as liquidated damages for failure to complete the project in its entirety.

4. Owner's Budget. The County's budget for the Coward Mill Dam Removal is Six Hundred Eighty-Three Thousand, Five Hundred dollars ($638,500.00) including design and engineering; construction; and reasonable contingencies related to these costs as appropriate.

5. Pre-Construction Costs. The County shall pay the Contractor for pre-construction costs, including design and engineering, subject to additions and deductions provided herein an amount not to exceed _____. A Guaranteed Maximum Price (GMP) will be determined approximately _____ percent (___%) into the design phase of the project.

6. Guaranteed Maximum Price. At approximately _____ percent (____%) completion of the design phase (or at a time agreed upon by the County and Contractor when design is sufficiently developed and documented in order to obtain detailed pricing), the Contractor shall deliver to the County a Guaranteed Maximum Price (GMP) Proposal including a written description of how the GMP was derived.

At a minimum, the GMP Proposal shall include the Cost of the Work detailed by each subcontract or trade (including design, engineering, and other pre-construction costs established above); the Contractor's General Conditions costs (including bonds and insurance) detailed by expense category; the Contractor's Overhead and Profit; the Contractor's Contingency for the work (no less than five percent of the Cost of the Work); a draft Schedule of Values; and the final construction schedule.

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The GMP, as part of the Contractor's Contingency, shall allow for reasonably expected changes in the drawings and specifications, not including material changes in scope. The County may accept the GMP Proposal or attempt to negotiate with the Contractor. If parties are unable to agree on a GMP, the County may terminate this Agreement

Upon acceptance of the GMP Proposal, the County and Contractor, contingent upon approval by the Knox County Commission, shall execute Attachment D to this agreement to establish the GMP.

7. Payment. The Contractor shall submit Application for Payment, certified by the Project Engineer, for all work performed as of the date of the Application for Payment on a monthly basis. Each Application for Payment is due the 28th day of each month beginning the first month after commencement and must contain documentation showing the percentage of completion of each portion of the work as defined by the most recent Schedule of Values submitted by the Contractor. The Schedule of Values shall allocate the entire contract sum among various portions of the work. The initial Schedule of Values shall be submitted for the County's review and approval prior to the County granting Notice to Proceed.

Contractor shall submit final Application for Payment to County upon Final Completion of the project and once the Contractor has satisfied all contractual obligations under this Contract. As a prerequisite to the final payment, the Contractor shall submit the following items to the Engineer, properly executed and in a form acceptable to the Engineer and the County:

a) Contractor's Affidavit for Payment of Debts and Claims.
b) Contractor's Affidavit of Release of Liens, conditional upon receipt of final payment.
c) Consent of Surety to Final Payment.
d) Guarantee from Contractor and each Subcontractor that the Work will be free of defects in materials and workmanship for a period of one (1) year, except otherwise specified in the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

Original Applications for Payment shall be sent to Knox County Engineering and Public Works via U.S. Mail or hand delivered to the following address:

Jim Snowden
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917

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8. Warranty. Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, and free of defects in material and workmanship. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties upon Substantial Completion.

Contractor agrees to correct any work that is found not to be in conformance with the contract documents within a period of one (1) year from the date of Substantial Completion of the work or any portion of the work or within such longer period to the extent required by any specific warranty included in this Contract. Contractor shall, within ten (10) calendar days of receipt of written notice from the County that the work is not in conformance, take meaningful steps to correct the work. If Contractor fails to take meaningful steps to correct the problem within ten (10) calendar days of receipt of written notice, the County may commence corrective action for which Contractor will be responsible for all reasonable costs incurred by County. The one (1) year warranty only applies to the Contractor's obligation to correct nonconforming work and is not intended to constitute a period of limitations for any other rights or remedies County may have regarding Contractor's other obligations under this Contract.

9. County's Representative. The County designates the following individual as its senior representative with the authority and responsibility for the project:

Jim Snowden
Knox County Engineering and Public Works
205 W. Baxter Avenue
Knoxville, TN 37917
865-215-5800
jim.snowden@knoxcounty.org

10. Contractor's Representative. The Contractor designates the following individual as its senior representative with the authority and responsibility for the project:

Name: _____
Contact: _____
Address: _____
Telephone: _____
Email Address: _____

11. Ownership of Documents. Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Contractor and/or members of the design build team in the performance of its obligations under the Contract shall be the exclusive property of the County, and all such materials shall be returned to the County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the County.

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The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting Contract without the prior written consent of the County.

12. Change Directives/Orders. There shall be no change directives or change orders to the GMP except in the case of a material change in scope initiated by the County. In such case, Contractor shall use change directives when changes are necessary that will adjust the contract price. The County and Contractor shall negotiate such change directives constituting a material change in scope in good faith. All change directives must be submitted to the County in writing. County will approve change directives in writing. Upon the conclusion of the project, the County and Contractor will include all change directives, including additions and deductions, as part of a single change order.

13. Intent of Plans and Specifications. The Contractor will keep on the project site a copy of the plans and specifications and shall at all times give the County access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern.

The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the plans and specifications but shall immediately call them to the attention of the County whose interpretation or correction thereof shall be conclusive.

14. Claims for Extra Cost. If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, it shall give County written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the County may direct and shall present such account supported by receipts to County. The County shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

15. Work by Utilities. During the life of this Contract, local utilities and the County may install or adjust their respective utilities in the project area and work shall be performed by the Contractor in cooperation with these utilities. The Contractor shall be responsible for the coordination of their work with the respective utility owner.

Any cost of relocation of the utility during construction such as power poles, etc. to facilitate the work of the Contractor for convenience of the Contractor shall be borne by the Contractor.

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16. Performance and Payment Bond. The Contractor shall upon establishment of the GMP and before the commencement of any operations hereunder execute the Contract and furnish the County with a Performance and Payment Bond in a sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work provided by this Contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the County. The expense of this bond shall be borne by the Contractor. All bonding companies must be listed in the Federal Register Dept. of the Treasury Fiscal Service, companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies notice. If at any time a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the County may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

Evidence of authority of any attorney in fact acting for the corporate surety must be provided in certified form and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the County.

17. License and Permits. The County will assist with obtaining permits required for permanent structures. The Contractor shall obtain and pay for all necessary licenses and permits and shall faithfully comply with all laws, ordinances, and regulations Federal, State, or local which may be applicable to the operations to be conducted hereunder.

18. Waiver. It is expressly understood and agreed that any waiver granted by the County, or any representative of the County, of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Any such waiver granted by the County shall be made in writing and signed by all parties under this contract.

Neither the acceptance of the work by the County nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the County of any claim which the County may have against the Contractor or surety under this Contract or otherwise.

19. Superintendent. The Contractor shall assign and provide a superintendent, who will be identified by name to the County. Contractor will provide superintendent's contact information including email address and cell phone number to County. Superintendent will provide constant on-site supervision during any and all construction under the Contract whether by the Contractor or a subcontractor. The superintendent shall have full authority to act for the Contractor and to carry out all instructions given by the County.

20. Labor Provisions. The Contractor and subcontractors shall discharge, whenever ordered to do so by the County, any employee who is disorderly or whose conduct in the opinion of the County is detrimental to the prosecution of the work.

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No person under the age of sixteen (16) years shall be employed. The work shall at all times be prosecuted under safe working conditions and in a safe and workmanlike manner and the conditions of work shall be subject to inspection and correction by the County or safety inspectors of the County.

Contractor agrees that no products will be provided or used under this Contract which have been manufactured or assembled by child labor.

21. Liability Insurance. The Contractor shall procure and maintain, at their own expense, during the life of this Contract, liability insurance as necessary to indemnify the County and its agents. All such insurance shall be subject to the approval of the County for adequacy of protection and shall contain a provision preventing cancellation without thirty (30) calendar days prior written notice to the County.

The liability insurance will be that required in Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for destruction of or damage to property arising out of or in connection with any operations under the Contractor or anyone directly or indirectly employed by the Contractor or by a subcontractor under the Contractor.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in performance of the work shall cover all blasting operations. Certificates evidencing the issuance of such insurance shall be filed with the County prior to commencement of any operations under this Contract.

22. Workers' Compensation Insurance. The Contractor shall procure and maintain, at their own expense, during the life of this Contract in accordance with the provisions of the laws of the State of Tennessee, Workers' Compensation Insurance for all the Contractor's employees at the site of the project, and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurance for the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in work under this Contract at the site of the project is not protected under the Workers' Compensation Insurance, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of these employees not otherwise protected.

Certification evidencing the issuance of such insurance shall be filed with the County prior to the commencement of any operations under this Contract.

23. Payments Withheld. The County may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any Application for Payment to such extent as may be necessary to protect the County from loss on account of:

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(a) Defective work not remedied.
(b) Claims filed or reasonable evidence indicating probable filing of claims.
(c) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
(d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
(e) Damage to another Contractor.
(f) Failure of the Contractor to keep its work progressing in accordance with its time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

24. Assignment and Transfer of Contract. The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without the prior written consent of the County and the Contractor's surety. Any such assignment or transfer without such written consent shall be null and void.

25. Subcontractors. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to ensure the fulfillment of all the provisions of this Contract affecting subcontractors.

26. Protection of Work and Property. The Contractor shall continuously maintain adequate protection of all its work and materials from damage or theft and shall protect the County's property and all adjacent property from injury or loss arising in connection with activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the County.

The Contractor shall provide, use, and maintain all necessary precautions, safeguards, and protection to prevent accidents on the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under this Contract.

The Contractor shall designate a responsible member of its organization for the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the County in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor without special instruction or authorization from the County is hereby permitted to act, at its discretion, to prevent such threatened loss or injury, and the Contractor must take such action if so instructed or authorized by the County.

Additionally, in order to further protect the lives and health of the Contractor's employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under the Contract.

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The Contractor shall also protect property as required by law.

27. Safety. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (O4PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54). The Contractor shall comply with the Occupational Safety and Health Act for Construction Industry (29 CFB Part 1929) under Sections 650 through 652.

28. Liens. If at any time there shall be evidence of lien or claim for which the County might become liable and which is chargeable to the Contractor, the County shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide for complete indemnification against such lien or claim. In the event the County has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the County, the Contractor and its surety shall be liable to the County for any loss so sustained.

29. Defective Work or Material. The Contractor shall promptly remove from the premises all work and materials deemed by the County as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

30. Inspection and Acceptance. The Contractor shall do all work to the approval of the County. The County shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on Applications for Payment. Materials of construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All work and material shall be tested to the satisfaction of the County before acceptance. The County shall be provided copies of all testing performed for the project.

Warranty periods shall not commence until the County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the County.

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The County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods and/or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

Final inspection and acceptance of the work shall be made by the County. Such inspection shall be made as soon as practical after the Contractor has notified the County in writing that the work is ready for such inspection.

31. Other Contracts. The County may award other contracts for the project. The Contractor shall fully cooperate with such other Contractors and carefully fit its work to that provided under other contracts as may be directed by the County. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

32. County's Right to Take over the Work. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over Contractor's affairs, or if Contractor should fail to perform its work with due diligence and carry the work forward in accordance with Contractor's work schedule and the time limits set forth in the Contract Documents, or if Contractor should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by Contractor, the County may serve written notice to the Contractor and the surety on Contractor's Performance Bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the County bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) calendar days after service of such notice, the County may, without prejudice to any other right or remedy, exercise one (1) of such remedies, at once, having first obtained a certificate from the County that sufficient cause exists to justify such action.

(a) The County may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice on the Contractor and their surety, where upon the surety shall have right to take over and perform this Contract. If the surety does not commence performance of the contract within ten (10) calendar days after service of the notice of termination, the County may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its services, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted.

If the County takes over the work and if the unpaid balance of the contract price when the County takes over the work, exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the County through the default of the Contractor, such excess shall be paid to the Contractor.

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In such event, if such cost, expenses and damages shall exceed such unpaid balance of the contract price, the Contractor and its surety shall pay the difference to the County. Such cost, expenses and damages shall be certified by the County.

(b) The County may take control of the work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the County deems advisable. In such event the County shall be entitled to collect from the Contractor and its surety, or to deduct from any payment then or thereafter due the Contractor, provided the County approved the amount thus charged to the Contractor.

(c) The County may require the surety of the Contractor's Bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the County and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instruction from the County to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the County to take control of the work.

33. Delays and Extension of Time. If the Contractor shall be delayed at any time in the progress of the work by an act or neglect of the County, or by any employee of the County, or by any separate Contractor employed by the County, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable causalities, or any force majeure events beyond the Contractor's and County's control, or by delay authorized by the County, or by any cause which the County shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the County may decide. No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the County. In the case of a continued cause of delay, only one (1) claim is necessary.

34. Right of Occupancy. The County shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The County shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The County shall also have the right to enter the premises for the purpose of doing work not covered by its Contract with the Contractor.

35. Cleaning Up. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish from its operations, leaving the premises in a neat and presentable condition.

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In the event of the Contractor's failure to do so, the same may be done by the County at the expense of the Contractor, and the Contractor and the Contractor's surety shall be responsible therefor.

36. Termination. County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of County.

Should the Contractor fail to provide the design build services detailed herein, County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problems within ten (10) calendar days. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County immediate written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

County may terminate this Contract immediately if the stated completion time is not met. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

37. Appropriations. In the event no funds are appropriated by the County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

38. Independent Contractor. Contractor acknowledges that Contractor and Contractor's employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

39. Compliance with all Federal, State, and Municipal Laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Design Build Services – Coward Mill Dam Removal, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

40. Severability Clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

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41. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

42. Non-discrimination and Non-conflict Statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the Contract.

43. Books and Records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

44. Indemnification/Hold Harmless. Contractor shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

45. Delivery. Contractor shall render the Design Build Services – Coward Mill Dam Removal for Knox County in accordance with Requests for Proposals #3584. This includes acquiring all necessary permits for, but not limited to, construction, installation, training etc. as per Requests for Proposals #3584, Design Build Services – Coward Mill Dam Removal.

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46. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

47. Limitations of Liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

48. Order of Precedence. In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

49. Contract Documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposal #3584, including all Exhibits and Addendums
B. Contractor's Response to Request for Proposal #3584
C. Contractor's Certificate of Insurance
D. Guaranteed Maximum Price

It is agreed that this Contract represents the entire Contract between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

"Contractor"

by: _____

Name: _____

Title: _____

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

Date: _____

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Attachment D

Knox County, Tennessee

and

"Contractor"

Knox County, Tennessee ("County") and _____ ("Contractor") entered into a contract for Design Build Services designated as Contract No. _____ on the _____ day of,_____ 2024, which contract states that a Guaranteed Maximum Price (GMP) is to be determined approximately _____ percent (_____%) into the design phase of the new Mill Run Stream and Wetland Improvement Project.

Witnesseth:

1. Guaranteed Maximum Price (GMP). The County and Contractor have agreed to a GMP of _____dollars ($_____) for the new Mill Run Stream and Wetland Improvement Project. Therefore, the County shall pay the Contractor for work performed under the contract subject to additions and deductions provided therein a Guaranteed Maximum Price (GMP) of _____dollars ($_____).

2. Contract Documents. It is mutually agreed by both parties that the GMP Proposal from the Contractor dated _____ presenting the GMP and related documents are made part of this Attachment D and incorporated herein by reference.

Except as hereby modified, all other terms and conditions of Contract No. _____ between the County and Contractor shall remain in full force and effect.

In witness whereof, the parties hereto agree to incorporate this Attachment D into Contract No. _____ in one original copy on the _____ day of _____, 2024.

Knox County, Tennessee

By: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Legal Form:

By: _____ Date: _____
Knox County Law Director's Office

Contract Number: _____

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EXHIBIT 2
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFP NUMBER 3584

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X — ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE — X — OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY — PROJECT — LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE AND WORKERS' COMPENSATION. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

PROPOSER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSER NAME: _____ **AUTHORIZING SIGNATURE:** _____

EXHIBIT 3
RFP NUMBER 3584

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

EXHIBIT 4
RFP NUMBER 3584

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF _____)

COUNTY OF _____)
_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposer in connection with the Contract for which the attached Proposal has been submitted or to refrain from Proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Knox County, TN, or any person interested in the proposed contract;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
(Signed)

_____
(Title)

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

_____
(Signature)

My commission expires_____

EXHIBIT 5
RFP NUMBER 3584

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

EXHIBIT 6
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS PROJECT REQUIRMENTS & GUIDELINES

The following language will be included in all ARPA funded Contracts and must be included in all Subcontracts:

PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of Sections 602 and 603 of Social Security Act ("the Act"), regulations adopted by Treasury pursuant to Sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Awardee also agrees to comply with all other applicable federal statues, regulations, and executive orders, and Awardee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. Reporting Subaward and Executive Compensation information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.

9. Generally applicable federal environmental laws and regulations.

10. Statues and regulations prohibiting discrimination applicable to this award, include without limitation, the following:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11. In accordance with 41 U.S.C. § 4712, Awardee may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Treasury employee responsible for contract or grant oversight or management;

e. An authorized official of the Department of Justice or other law enforcement agency;

f. A court or grand jury; and/or

g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Awardee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

12. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Awardee should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

13. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, 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. Awardee 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.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

15. Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

16. **TRAFFICKING:** Awardee will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

17. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

18. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT: The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally awarded contracts greater than or equal to $30,000.**

PROVISIONS OF THE HATCH ACT

Awardee agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half time the basic rate of pay for all hours worked in excess of forty hour in such workweek.

2. Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the selected respondent(s), their contractor(s) or any subcontractor(s) responsible therefor shall be liable for the unpaid wages. In addition, such selected respondent(s), contractor(s) and subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the selected respondent(s), contractor(s) or subcontractor(s) under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, with is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such selected respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Subcontracts. The selected respondent(s), contractor(s) or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The selected respondent(s) shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

CONFLICT OF INTEREST

Awardee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Awardee and subrecipients must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:

1. Awardee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer or agent of the Awardee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to Treasury assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Awardee, or any designated public agency.

The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

EXHIBIT 7
RFP NUMBER 3584

COWARD MILL DAM REMOVAL
FEASIBILITY STUDY

Coward Mill Dam Removal Feasibility Study

Coward Mill Dam on Beaver Creek
Knox County, Tennessee
Lower Clinch (HUC 06010207)

Prepared For:

Hallsdale-Powell Utility District

Prepared By:

KCI Technologies

August 19, 2022

Executive Summary

Hallsdale-Powell Utility District has requested that KCI Technologies, Inc (KCI) prepare a feasibility study for the removal of the Coward Mill Dam on Beaver Creek in Knox County, Tennessee. The purpose of this feasibility study is to build consensus and prepare for a future design and permitting phase where the dam will be removed. This study will fill in any data gaps or questions that have arisen concerning this dam removal project, so that the design and permitting phase of this project can progress efficiently.

KCI performed a site assessment on June 28th, 2022. Work during the assessment included a topographic survey, channel profile, cross-section survey, photo collection, and reconnaissance upstream on Beaver Creek to determine the backwater extent caused by dam. Based on preliminary data collection, it is estimated that the Coward Mill Dam is causing Beaver Creek to backwater approximately 2,780 feet upstream ending at a bedrock riffle. The topographic survey revealed that there is minimal sediment impounded by the dam. Additionally, the Tier 1 Sediment Evaluation found no pollution sources of concern within the watershed. While utilities and infrastructure are present at the project location, none would prevent the dam from being removed. The primary constraints are likely stream bank evolution and erosion post dam removal. When the dam is removed, the upstream stream banks will be newly exposed and will go thru a settling period as the channel form adjusts. While constraints are present, KCI concludes that there are no significant obstacles to the dam removal moving forward.

Table of Contents

1.0 Site and Watershed Information 5
1.1 Site Location 5
1.2 TDEC Stream Information 5
1.3 Watershed Information 5
2.0 Existing Conditions 5
2.1 Existing Dam 5
2.2 Beaver Creek Profile 6
2.3 Existing Cross-sections 6
2.4 Sediment 7
2.4.1 Sediment Depths 7
2.4.2 Tier 1 Sediment Analysis 7
2.5 Infrastructure and Utilities 9
2.6 IPAC Review 9
2.7 Historical Property Review 9
3.0 Conceptual Approach to Dam Removal 10
3.1 FEMA Floodplain 10
3.2 Dam Removal Approach 10
3.3 Project Constraints 10
3.4 Regulatory Considerations 11
3.5 Stakeholder Outreach 11
3.6 Construction Costs and Time Estimate 11

Tables

Table 1. Site Information.....5
Table 2. Existing Channel Dimensions.....7
Table 3. Conceptual Construction Costs.....11

APPENDICES

Appendix A Project Maps

Appendix B Profile and Cross-Sections

Appendix C Design Overview Plans

Appendix D Tier 1 Sediment Evaluation Sources

Appendix E IPaC Review

1.0 Site and Watershed Information

1.1 Site Location

Coward Mill Dam is located on Beaver Creek at approximately 35.968654, -84.147433. **Table 1** below provides a general overview of the site location. See **Appendix A** for project maps providing more information about the project site.

Table 1. Site Information

County, State	Knox County, TN
HUC-8	Lower Clinch - 06010207
HUC-12	Beaver Creek Lower - 060102070202
Level III Ecoregion	Ridge and Valley (67)
Level IV Ecoregion	Southern Limestone/Dolomite Valleys and Low Rolling Hills (67f)

1.2 TDEC Stream Information

Beaver Creek begins at the confluence of Willow Fork and South Fork Beaver Creek approximately 12.2 miles upstream of Coward Mill Dam. Beaver Creek continues to flow downstream from Coward Mill Dam for approximately 10 miles before it flows into Melton Hill Reservoir. Beaver Creek is listed as Not-Supporting by TDEC due to *Escherichia coli* (*E. coli*) from sanitary sewer overflow and grazing in the riparian zones, nutrient levels from grazing in the riparian zones and municipal point source discharges, and both physical substrate habitat alterations and sedimentation due to highly urbanized land use.

1.3 Watershed Information

The drainage area for Beaver Creek at the Coward Mill Dam location is approximately 83.3 square miles. The site is located in the Lower Clinch HUC-8 which encompasses 631 square miles. According to the Watershed Water Quality Management Plan for the Lower Clinch River by TDEC in 1996, land use distribution within the watershed is a variety of different forest types with 39.6% being deciduous forest, 13.2% being evergreen forest and 22.3% considered mixed forest. Agricultural practices, such as pasture/hay and row crops, represent 15.6% of the land use distribution.

2.0 Existing Conditions

2.1 Existing Dam

The Coward Mill Dam is approximately 90 feet long, 2 feet wide, and estimated to be between 11-12 feet tall depending on how far it is embedded into the existing channel. The dam has two

triangular buttresses in the center of the dam on the downstream side that are approximately 9 feet tall, 4 feet long at the base, and 2 feet wide. It is estimated that the existing dam contains 2230 cubic feet of material that would need to be removed. It is not known at this time if the dam was built using metal rebar. If original drawings for the dam are available a better estimate could be provided for the total material present. The remains of an old mill are present on the left side of the dam. The old concrete foundation and rotting wood floorboard planks are all that remain. It is estimated that the old pump house contains roughly 950 cubic feet of material. This structure is not affecting the existing flow of Beaver Creek but could be removed during the dam removal process.

During the site assessment, several safety issues were observed on Coward Mill Dam. While Beaver Creek was flowing over the crest of the dam, the majority of the flow was cutting around the right side of the dam. The dam also has a circular shaped breach on the lower right side of the dam that is approximately 1 foot wide. In addition to the breach and the flow cutting around the right side of the dam, small leaks were noted throughout the downstream side of the dam.

Coward Mill Dam is currently causing water to backwater approximately 2,780' upstream on Beaver Creek. KCI's field team located a bedrock riffle that marks the first point where the dam is no longer affecting the upstream flow. See Figure 4 in **Appendix A** for more information on the backwater extent.

2.2 Beaver Creek Profile

A longitudinal profile was shot on Beaver Creek spanning 301 feet. The profile included 118 feet of stream length on the upstream side of the dam and 183 feet on the downstream side. The water surface elevation on the upstream side of the dam is approximately 915.0' at the dam's crest and is approximately 907.1' on the downstream side. Based on this information the dam is holding approximately 8 feet of water above downstream base flow conditions. The longitudinal profile can be found in **Appendix B**. Sheet 2 in the Design Overview Plans in **Appendix C** shows the path of the profile that was shot.

2.3 Existing Cross-sections

Five cross-sections were shot on Beaver Creek that included four on the upstream side and one reference cross-section on the downstream side of the dam. Table 2 below provides an overview of the cross-section data collected during the site assessment. The upstream cross-section values are an average based on the four cross-sections surveyed. The regional curve estimates for ecoregion 67 for the 83.3 square miles drainage are also provided in Table 2. Cross-section data sheets can be found in **Appendix B**. Cross-section locations within the profile are also marked in Beaver Creek profile in **Appendix B**.

Table 2. Existing Channel Dimensions

Variable	Upstream Cross-Sections Average Value[1]	Downstream Reference Cross-Section[1]	Ecoregion 67 Regression Curve Values[2]
Top of Bank Cross-Section Area (ft^2)	630.2	170.0	387.1
Top of Bank Width (ft.)	73.5	55.5	83.2
Max Depth from Top of Bank (ft.)	11.6	3.8	-
Mean Depth from Top of Bank (ft.)	8.6	3.1	4.67
Max Depth at Water Surface	9.2	1.5	-

1. Downstream cross-section is based on a bankfull elevation whereas the upstream cross-sections are based on top of bank elevations. A lower bankfull elevation is likely present for the upstream cross-sections but due to the elevated water surface accurate bankfull calls could not be obtained. Once the dam is removed the upstream cross-sections will closely resemble the downstream cross-section values.
2. Regional Curve values are for an assumed 1.0 Bank Height Ratio for the given drainage area. The regional curve does not calculate Max Depth from Top of Bank nor Max Depth from Water Surface.

2.4 Sediment

2.4.1 Sediment Depths

Since the dam was installed, the upstream side of the channel has accumulated some sediment in the impoundment. In order to determine how much sediment is present behind the dam four cross-sections were surveyed. Survey shots placed the survey rod into the existing channel until resistance was encountered to gauge sediment depth values. Using the downstream channel base elevation as reference, sediment depth estimates were calculated. Sheet 2 in the Design Overview Plans in **Appendix C** provides a visual of the impounded sediment depths based on the topographic survey.

Based on the data collected, there is not a significant amount of sediment on the upstream side of the dam. In the center of the channel, sediment depths ranged from 0 to 2' feet above the downstream base elevation of 905'. The sediment overview sheet shows that sediment begins to build on the sides of the channel, but this is due to the natural channel shape and not actual impounded sediment. Based on the data collected, if the dam were to be taken out it is not expected that a significant amount of sediment would be released downstream.

2.4.2 Tier 1 Sediment Analysis

When the dam is removed, sediment that has naturally built up over time will begin to migrate downstream through a natural channel evolution process. It is important that this sediment is evaluated to determine if it possesses any contamination risks that could affect the downstream

ecosystem. In order to ensure that this sediment will not pose any threat, KCI has performed a Tier 1 evaluation, which is described below.

USGS Streamstats was utilized to delineate the watershed draining to Coward Mill Dam. The delineated watershed measuring approximately 83.3 square miles was used as the area of analysis to check for potential sources of pollution and sediment contamination. The following databases have been checked for such sources:

- National Priorities List (Superfund Sites) (EPA)
- Inactive Hazardous Waste Sites (EPA)
- Unregulated Landfills; Active Permitted Landfills (EPA)
- Active Solid Waste Permits (HIFLD)
- CERCLIS Sites (known or suspected unregulated waste sites) (EPA)
- National Pollutant Discharge Elimination System Sites (EPA)
- Underground Storage Tanks (EPA)
- Aerometric Information Retrieval System (AIRS) (EPA)
- Toxic Release Inventory (EPA)

From these databases several potential sources of pollution within the watershed were identified and are summarized below. The full list of potential sources of pollution can be found in **Appendix D**.

NPDES

Only three NPDES sites were found inside the watershed. Two of the sites are active and the third has been terminated. The closest NPDES site to the dam is approximately 0.5 miles away and is active. This site belongs to West Knox Utility District WWTP and no violations have been reported.

Underground Storage Tanks

The EPA Underground Storage Tank Locator showed 359 underground storage tanks inside the watershed. They are from various types of business and can be possible sources of pollution. The closest tank to the dam is approximately 0.3 miles away. That underground storage tank belongs to West Knox Utilities District and the status of that tank is closed. Of the 359 underground storage tanks found 229 were listed as closed and 130 are still active. Of the underground storage tanks that are still active none of them are considered a risk to the sediment in Beaver Creek.

Toxics Release Inventory

There are 11 cases of Toxic Release Inventory sites within the watershed. The closest one to the dam is 0.45 miles away at PBR Knoxville LLC. There have been no releases on record for this site. The other 10 cases have not been deemed a risk to the sediment in Beaver Creek.

RCRA (Resource Conservation and Recovery Act) Facilities

There were 71 sites found in the watershed. Of the 71 sites, 43 are no longer active. The closest active site is approximately 0.56 miles away from the dam and operated by Interstate Ventures Inc. They are listed as a transporter for hazardous waste. Of the remaining active and non-active sites in the watershed none have been deemed an issue to the sediment.

Even though there are many sources of pollutants within the watershed none have been deemed a risk to the sediment. Since there is no large sediment build-up behind the dam the potential of negative impacts to downstream resources from sediment movement is low.

2.5 Infrastructure and Utilities

Before removal of the dam, any infrastructure and utilities in close proximity to the dam need to be considered. During the site assessment, all utilities and infrastructure at the project location were assessed to determine if any would prevent the dam from being removed.

There are two overhead pipes (one located upstream of the dam and one located downstream of the dam) crossing over Beaver Creek. The downstream pipe is a gas line that is located far enough downstream of the dam to not be considered a concern during construction. The upstream pipe is a local water line that will be put out of service before the project progresses. The only other infrastructure near the dam is the downstream bridge which is will not affect construction work. As mentioned previously, the remains of an old mill are present on the left side of the dam downstream and can be removed if necessary.

2.6 IPAC Review

A project parcel search of the USFWS Information for Planning and Consultation (IPaC) database indicates that the parcel may have three endangered/threatened mammal species in the area. The species include the endangered Gray Bat (*Myotis grisescens*), the endangered Indiana Bat (*Myotis sodalist*), and the threatened Northern Long-eared Bat (*Myotis septentrionalis*). The IPaC report did not suggest that there were any critical habitats nor are there any migratory birds of conservation concern in the project area. The USFWS IPaC report (accessed July 2022) can be found in **Appendix** E. None of the above-mentioned species are expected to be negatively affected by the removal of the dam. The dam removal is not expected to affect any aquatic organisms in Beaver Creek, as removing the dam will only benefit aquatic organisms by improving aquatic connectivity, creating habitat, and increasing reoxygenation zones. Additional USFWS review will occur during the permitting process. A review by TDEC Natural Heritage Program will also be conducted then.

2.7 Historical Property Review

The project parcel and adjacent parcels were reviewed for potential historic listings. According to the National Register of Historic Places web viewer (accessed July 2022), there are no historic places located within the project parcel or adjoining parcels. A search of the Tennessee Historical Commission web viewer (accessed July 2022) identified no historic places within the project parcel, but the Historical Commission does list the bridge downstream of the dam (Tennessee Historical Commission ID KN-7395). Although the project will take place in close proximity to the bridge, the work will not affect the bridge in any capacity.

3.0 Conceptual Approach to Dam Removal

3.1 FEMA Floodplain

The dam is in a mapped FEMA floodway. The FEMA coordination and floodplain modeling will be covered under the future road expansion and new bridge project planned for this area.

3.2 Dam Removal Approach

This section presents a conceptual discussion of the dam removal approach. The dam removal will begin by creating a notch on the left side of the dam with the equipment on a rock pad adjacent to the left bank. This will begin to lower the impounded water and expose any accumulated sediment. This will proceed deliberately, so that there is a controlled release of water as the notching occurs. The dam will be notched several times before the water level lowers enough to where the equipment can safely access the channel.

Once the water level has lowered, the equipment can access the channel on the upstream side and begin to take out the dam. The material that makes up the majority of the dam can either be reused as stabilization material if it is free from metal or hauled off site to a disposal location. Any impounded sediment can be distributed along the base of the stream banks to build a low bench/bar feature. While construction work would have to be done in flowing water, the swift current combined with a short construction window would cause a relatively small amount of sediment disturbance in the flowing water. Once all required materials are removed from the stream, any earthen banks that were disturbed will be stabilized with seed, straw, and erosion control matting, and planted with live stakes in the dormant season. During the removal process, the site will be evaluated to determine if additional bank stabilization at the dam location is warranted.

3.3 Project Constraints

While the construction part of a dam removal project is not technically difficult, there are several constraints and details that need to be considered.

Working in live flowing water can be challenging and unpredictable, but with proper planning most potential pitfalls can be avoided. The majority of this work would be done by an excavator with a bucket and hydraulic thumb. If this equipment is not able to break up the dam sufficiently, an excavator with hydraulic hammer attachment will be used. Dump trucks will need to be present to be loaded with any materials that need to be hauled off. Construction access is not a significant constraint because of the access path down to the site along with the area available to set up staging.

While not a physical constraint, the process of lowering the impounded water to allow the entire dam to be safely taken out is the biggest obstacle. The dam, as mentioned in the construction

approach, will need to have the water lowered gradually before the equipment can safely access the channel to remove the entire dam. Given the size of this channel, it will likely take a couple days for the water to lower to an elevation deemed safe to move forward with the dam removal. It is advised that the dam be taken out during the dry season to minimize construction time as much as possible. A limited amount of clearing will need to be done on the left bank to create access down to the channel once the water has lowered.

3.4 Regulatory Considerations

Based on the conceptual approach for the dam removal as well as KCI's experience with past low-head dam removal projects, both federal and state permits will be required. An Army Corps of Engineers 404 Permit will be required through the Nashville District Regulatory Division. More specifically, a Nationwide 27 (Aquatic Habitat Restoration, Enhancement, and Establishment Activities) Section 404 Permit must be obtained. An Aquatic Resource Alteration Permit (ARAP) will also be required through the Tennessee Department of Environmental Conservation (TDEC). Because the project area is less than one acre, a Construction General Permit (NPDES Stormwater Permit) is not anticipated. If the scope and size of the project increases above one acre, this permit will be required by TDEC. The project is located within the Knox County MS4 boundary. KCI coordinated with the local Knox County Engineering and Public Works Department regarding the MS4 requirements, and a Land Development Site Review Application will be required.

3.5 Stakeholder Outreach

For this feasibility assessment KCI reached out to several stakeholders to gauge local support for the project. This effort found that there is positive support for the project. The regulatory agencies appreciate dam removal projects and encourage them to move forward. KCI also reached out to the Legacy Parks Foundation, a nonprofit that works to create and expand recreation and outdoor resources in East Tennessee. Specifically, KCI talked to Knox County Commissioner Larsen Jay, a board member at the Foundation, and Carol Evans, the Executive Director for the Foundation. Both of them support the project and the goals that it would accomplish. Specifically, the removal of the dam would allow for aquatic organism passage and would remove the last man-made barrier on the Beaver Creek paddle trail before the confluence with the Clinch River and Melton Hill Lake.

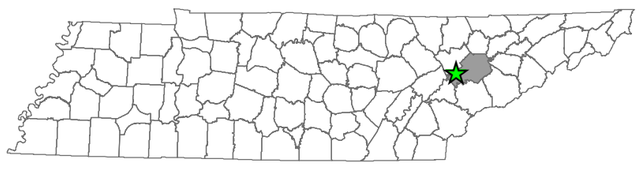
3.6 Construction Costs and Time Estimate

The next step in the project is final design and permitting. These services would cost approximately $50,000. KCI's opinion of construction costs is approximately $250,000. This estimate includes removal of the structure and stabilization of the banks in the immediate vicinity of the dam. It is estimated that the project will take 6 weeks to complete once construction work at the site begins.

Appendix A

Project Maps

Lat 35.965062 / Long -84.146350



Project Location:
Knox Coutny, TN

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), E
OpenStreetMap contributors, and the GIS User Community

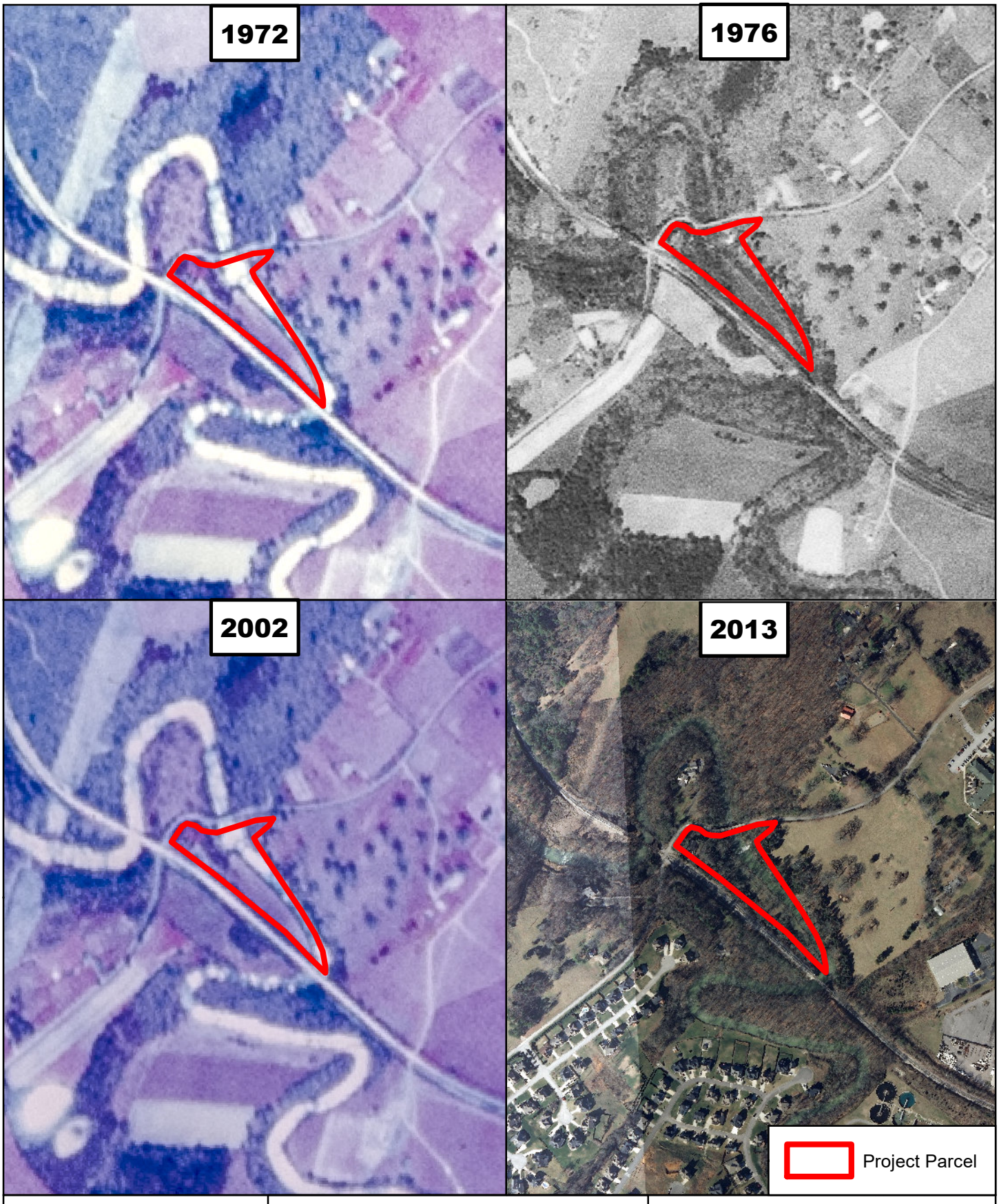
Project Location
Project Parcel

KCI TECHNOLOGIES

FIGURE1.
VICINITY MAP
COWARD MILL DAM

0 0.25 0.5 Miles

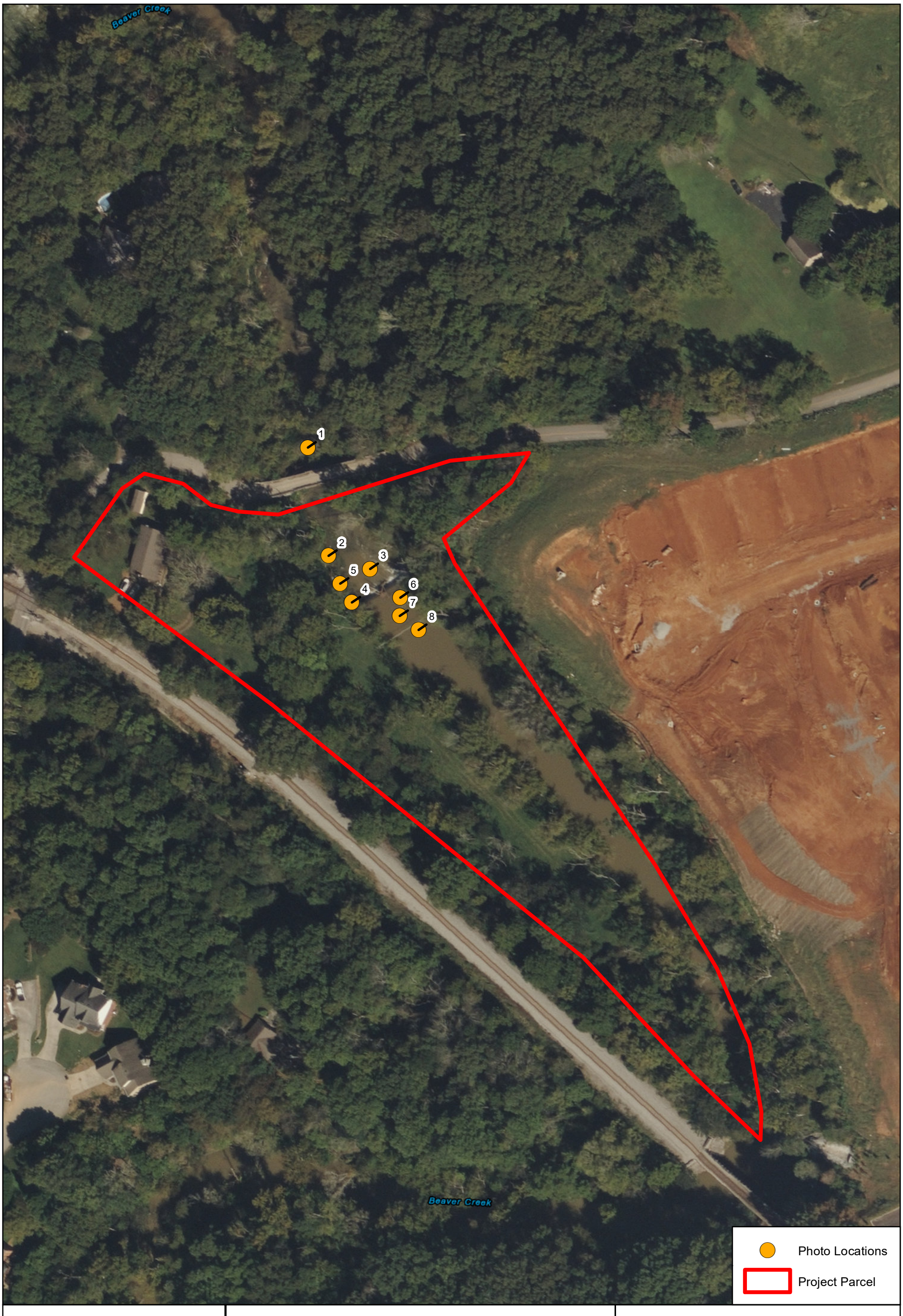
N
W E
S



KCI TECHNOLOGIES

FIGURE 2.
HISTORICAL IMAGERY
COWARD MILL DAM

N
W E
S
0 400 800
Feet



KCI TECHNOLOGIES

FIGURE 3.
PHOTO LOG MAP
COWARD MILL DAM

N
W
E
S
0 50 100
Feet

Coward Mill Photo Log



Photo 1- Looking downstream of Coward Mill Dam at a representative cross section.



Photo 2- Looking upstream at Coward Mill Dam.



Photo 3- Looking downstream of Coward Mill Dam towards bridge that crosses Beaver Creek.



Photo 4- Looking at Beaver Creek cutting around right side of dam and water breach that has formed low in the dam.



Photo 5- Looking upstream at old pump house structure no longer in use located on the left side of dam.



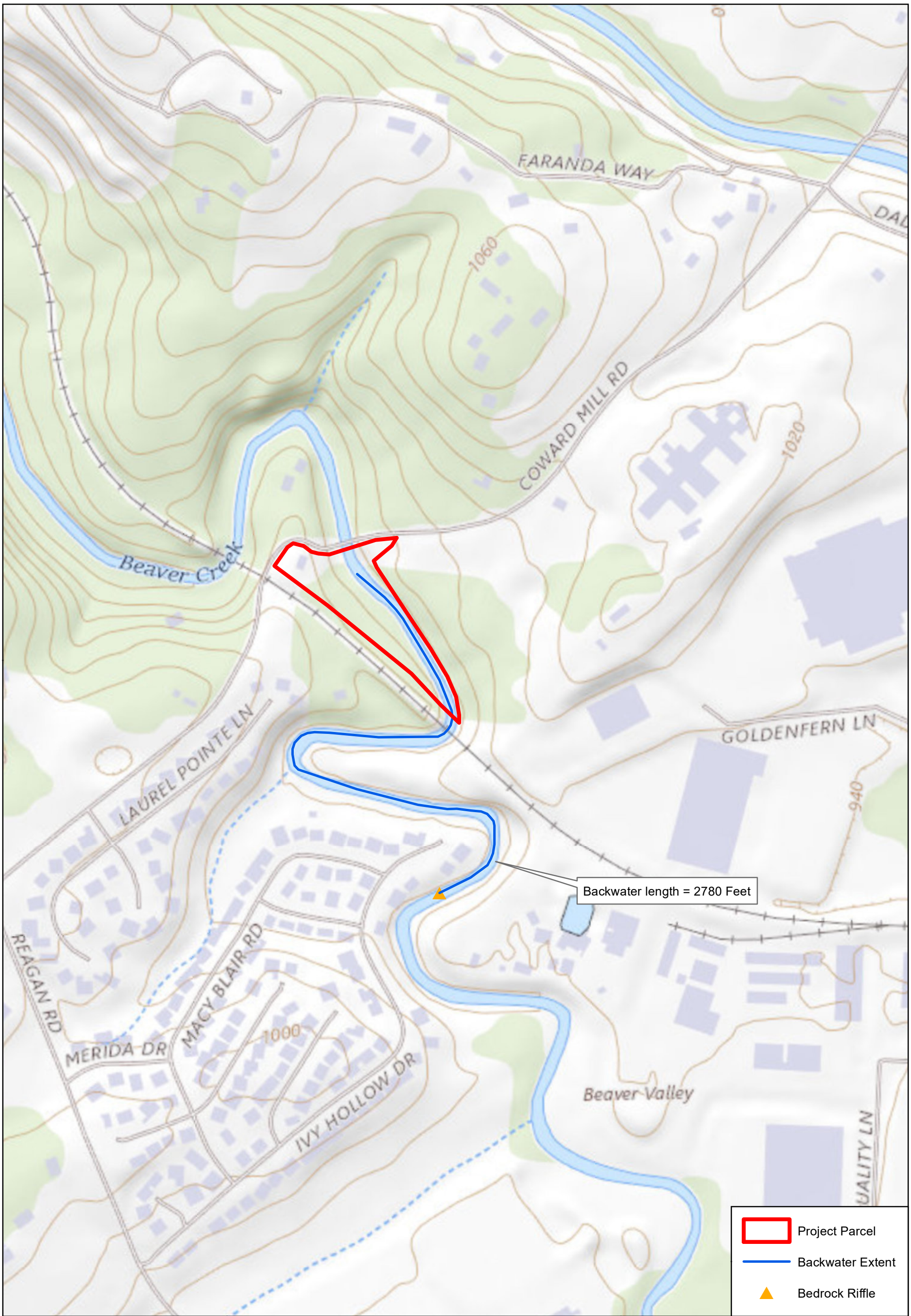
Photo 6- Above Coward Mill Dam looking downstream.



Photo 7- Looking upstream of Coward Mill Dam at backwater. Overhead utility can be seen crossing Beaver Creek.



Photo 8- Above Coward Mill Dam looking downstream



KCI TECHNOLOGIES

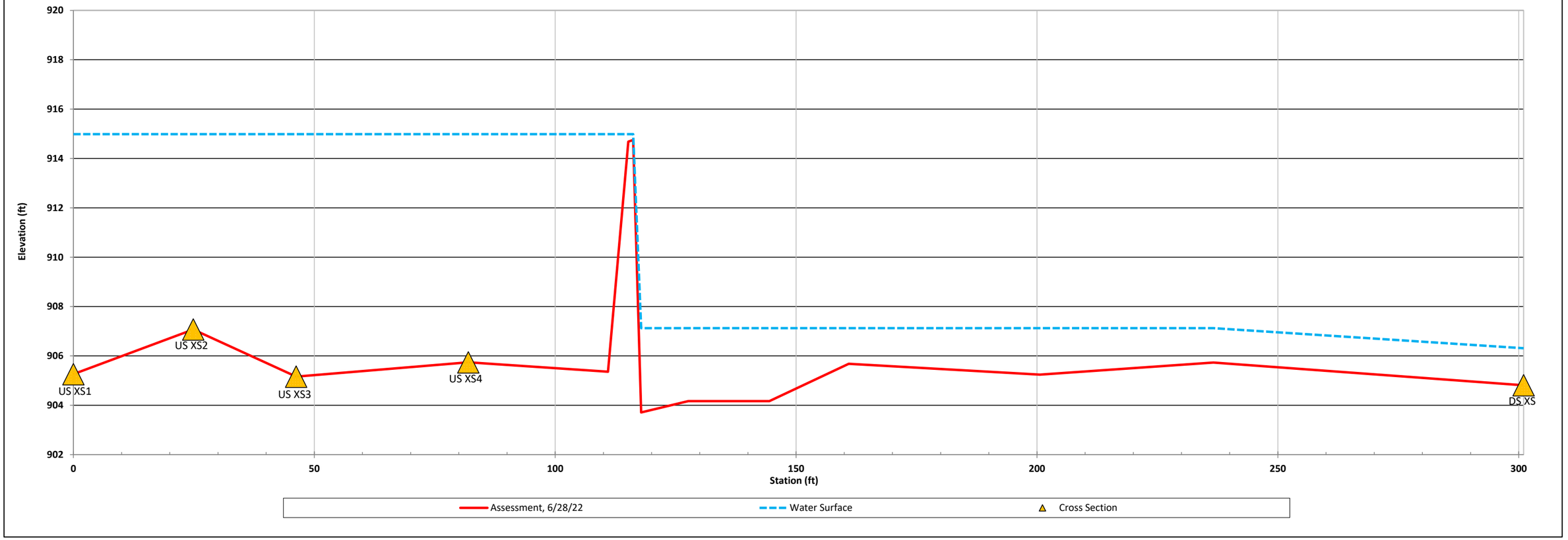
FIGURE 4.
UPSTREAM INFLUENCE OF COWARD MILL DAM

N
W E
S
0 200 400
Feet

Appendix B

Profile and Cross-Sections

Longitudinal Profile
Coward Mill Dam - Beaver Creek
Feasibility Assessment, 6/28/22



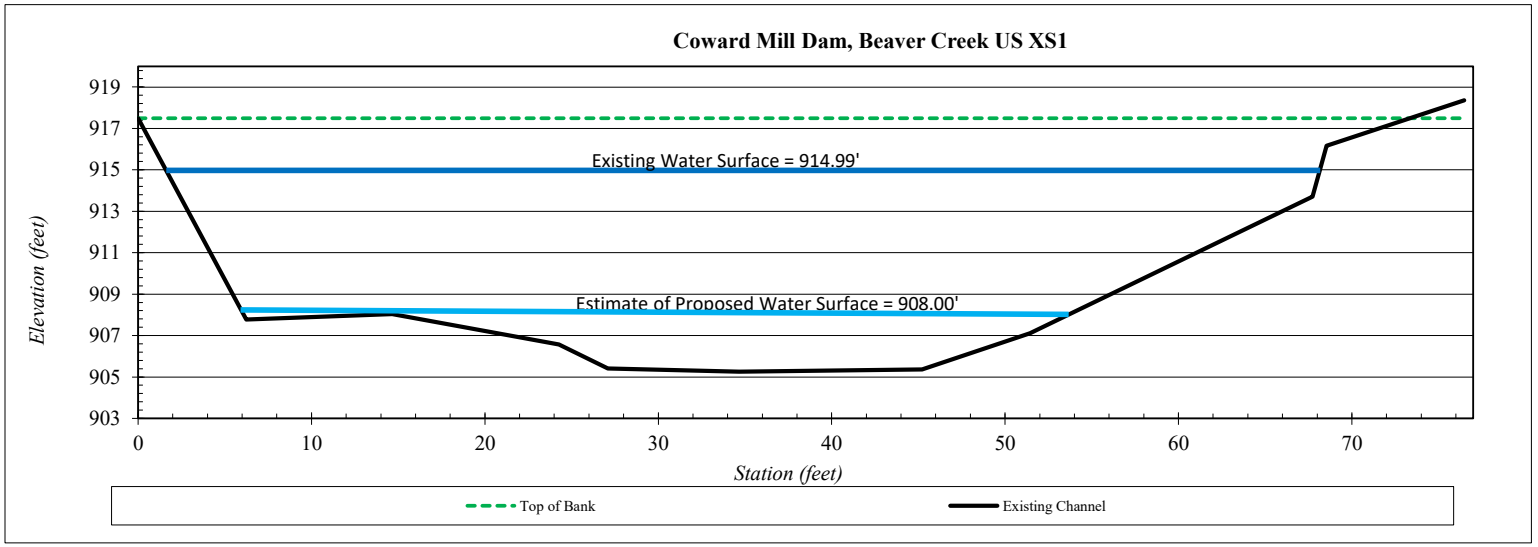
Cross-Section Plots

River Basin:	Lower Clinch
Site:	Coward Mill Dam
XS ID	Beaver Creek US XS1
Drainage Area (sq mi):	83.3
Date:	6/28/2022
Field Crew:	JAS, TG

Station	Elevation
0.00	917.49
6.24	907.77
14.66	908.04
24.27	906.57
27.10	905.41
34.65	905.26
45.21	905.36
51.43	907.12
67.74	913.71
68.55	916.17
76.48	918.36

SUMMARY DATA	
Top of Bank Elevation:	917.49
Top of Bank Cross-Sectional Area:	652.7
Top of Bank Width:	73.4
Max Depth at Top of Bank:	12.2
Mean Depth at Top of Bank:	8.9





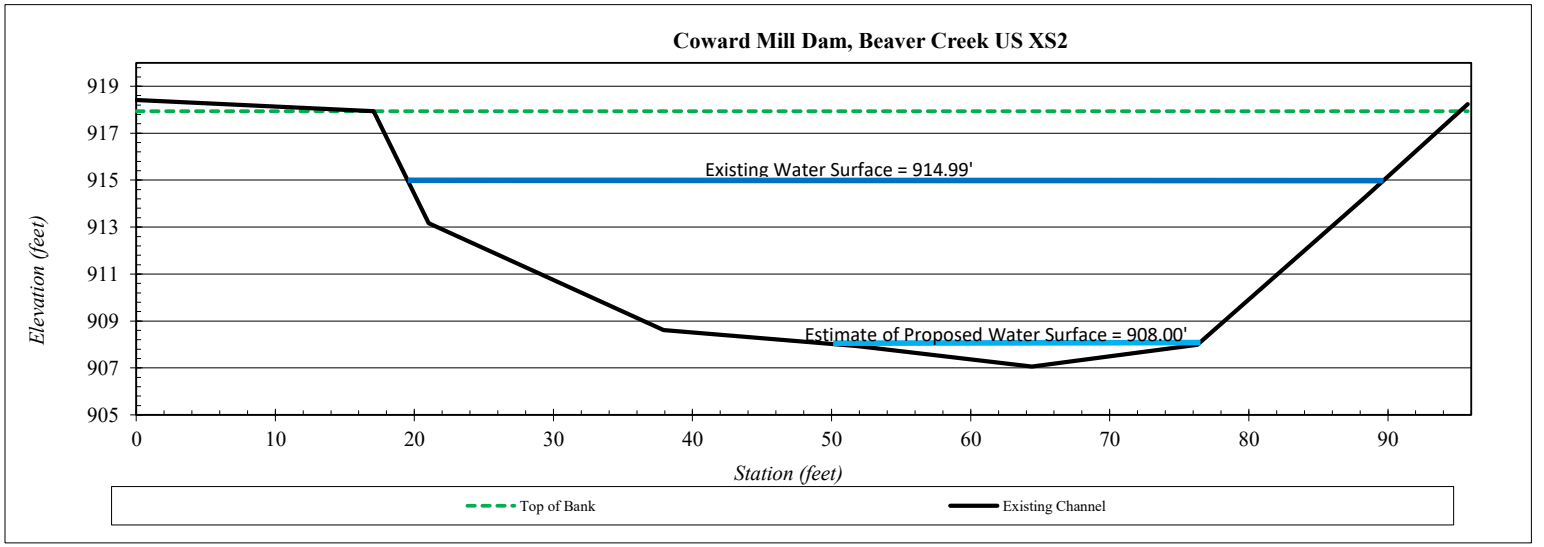
Cross-Section Plots

River Basin:	Lower Clinch
Site:	Coward Mill Dam
XS ID	Beaver Creek US XS2
Drainage Area (sq mi):	83.3
Date:	6/28/2022
Field Crew:	JAS, TG

Station	Elevation
0.00	918.42
17.08	917.94
21.04	913.16
37.91	908.61
51.84	907.93
64.39	907.07
76.30	907.98
88.36	914.27
95.73	918.23

SUMMARY DATA	
Top of Bank Elevation:	917.9
Top of Bank Cross-Sectional Area:	613.1
Top of Bank Width:	78.1
Max Depth at Top of Bank:	10.9
Mean Depth at Top of Bank:	7.8





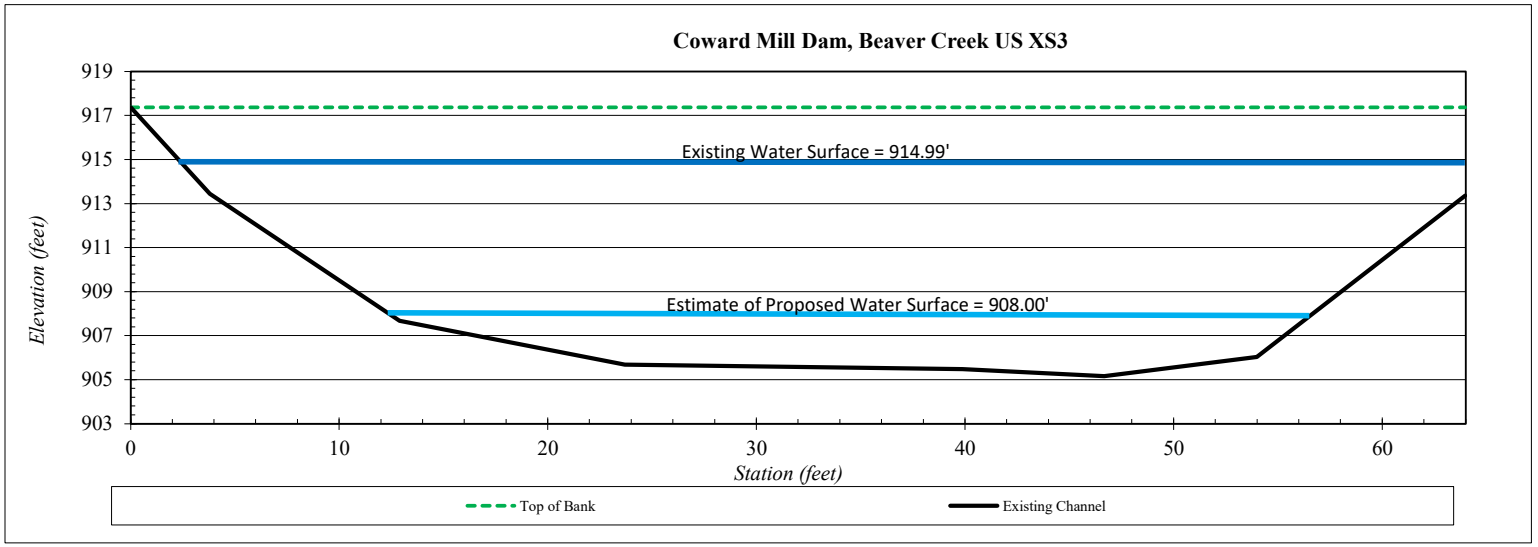
Cross-Section Plots

River Basin:	Lower Clinch
Site:	Coward Mill Dam
XS ID	Beaver Creek US XS3
Drainage Area (sq mi):	83.3
Date:	6/28/2022
Field Crew:	JAS, TG

Station	Elevation
0.00	917.38
3.79	913.45
12.90	907.67
23.69	905.68
39.88	905.47
46.67	905.16
53.98	906.02
63.98	913.36

SUMMARY DATA	
Top of Bank Elevation:	917.38
Top of Bank Cross-Sectional Area:	629.3
Top of Bank Width:	68.0
Max Depth at Top of Bank:	12.2
Mean Depth at Top of Bank:	9.3





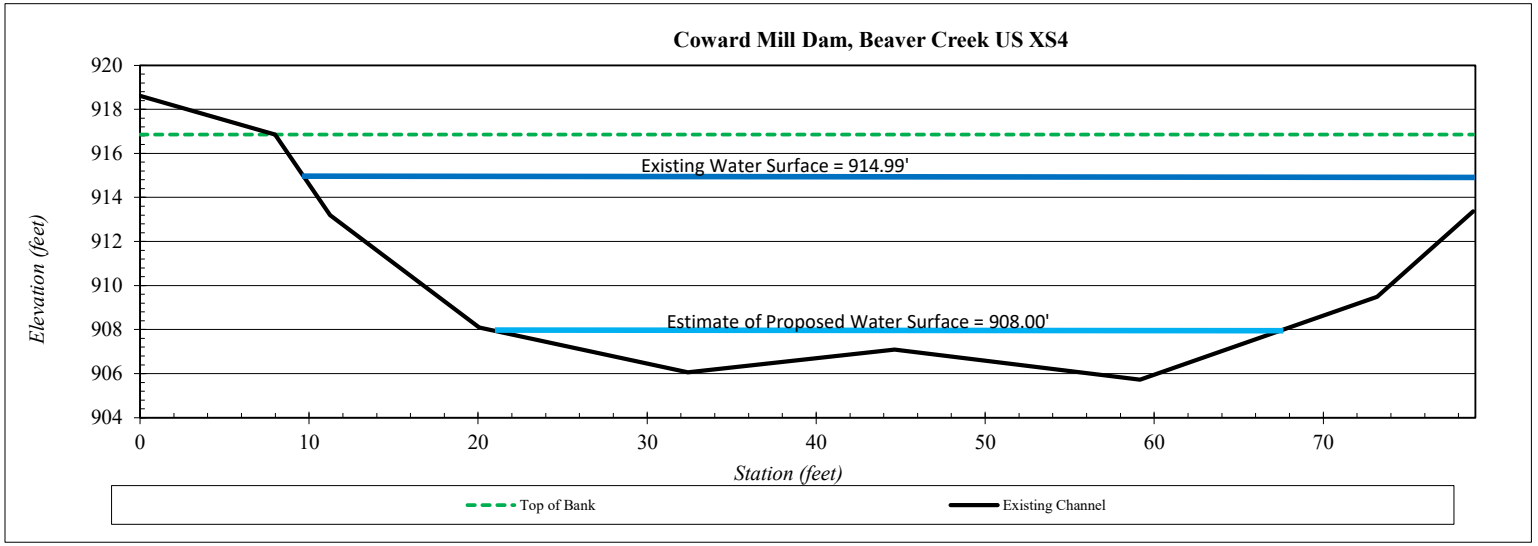
Cross-Section Plots

River Basin:	Lower Clinch
Site:	Coward Mill Dam
XS ID	Beaver Creek US XS4
Drainage Area (sq mi):	83.3
Date:	6/28/2022
Field Crew:	JAS, TG

Station	Elevation
0.00	918.62
7.98	916.86
11.25	913.19
20.06	908.10
32.42	906.05
44.64	907.10
59.17	905.74
73.19	909.48
78.87	913.36

SUMMARY DATA	
Top of Bank Elevation:	916.86
Top of Bank Cross-Sectional Area:	625.6
Top of Bank Width:	74.4
Max Depth at Top of Bank:	11.1
Mean Depth at Top of Bank:	8.4



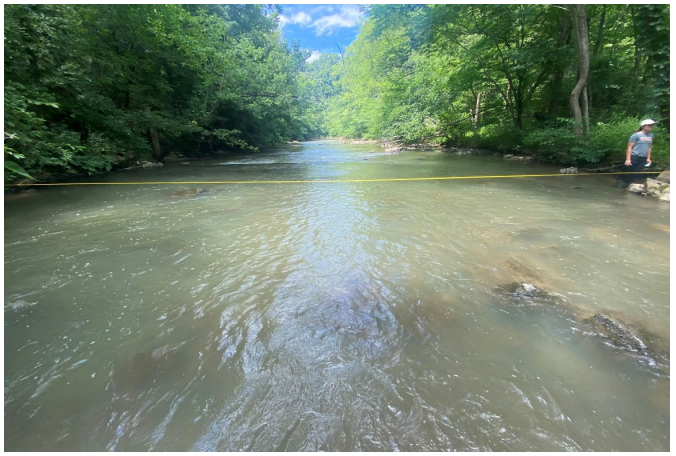


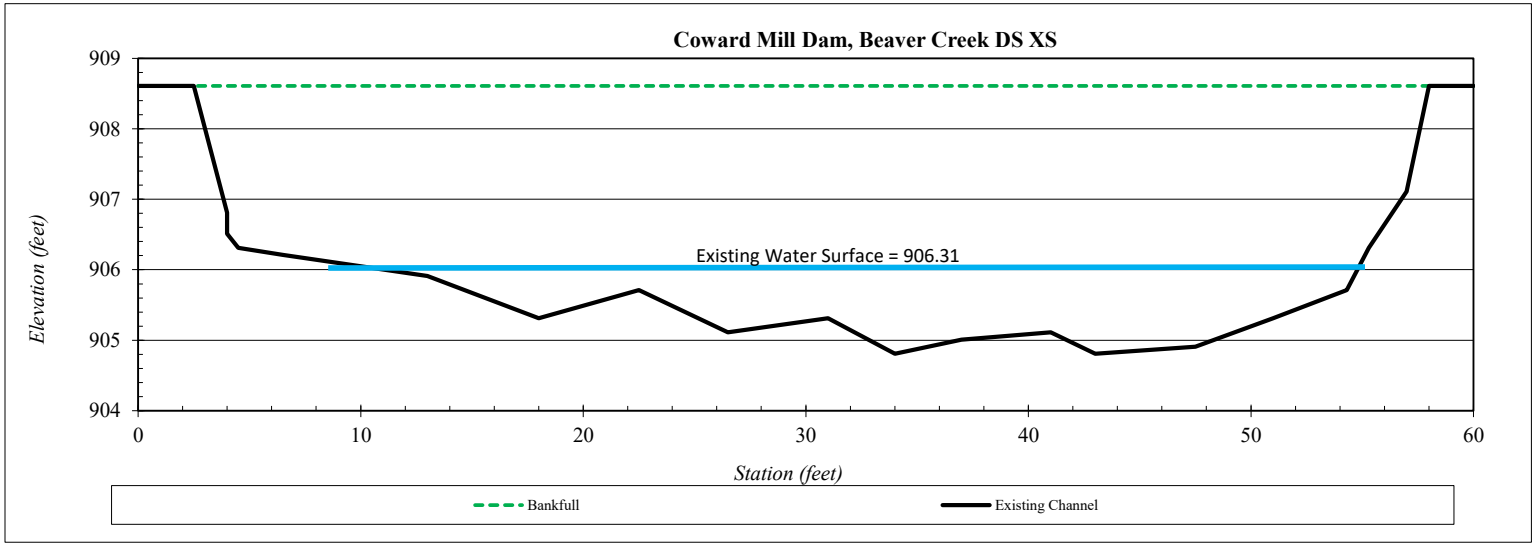
Cross-Section Plots

River Basin:	Lower Clinch
Site:	Coward Mill Dam
XS ID	Beaver Creek DS XS
Drainage Area (sq mi):	83.3
Date:	6/28/2022
Field Crew:	JAS, TG

Station	Elevation
0.00	908.61
2.50	908.61
4.00	906.81
4.00	906.51
4.50	906.31
6.50	906.21
13.00	905.91
18.00	905.31
22.50	905.71
26.50	905.11
31.00	905.31
34.00	904.81
37.00	905.01
41.00	905.11
43.00	904.81
47.50	904.91
51.00	905.31
54.30	905.71
55.30	906.31
57.00	907.11
58.00	908.61
60.00	908.61

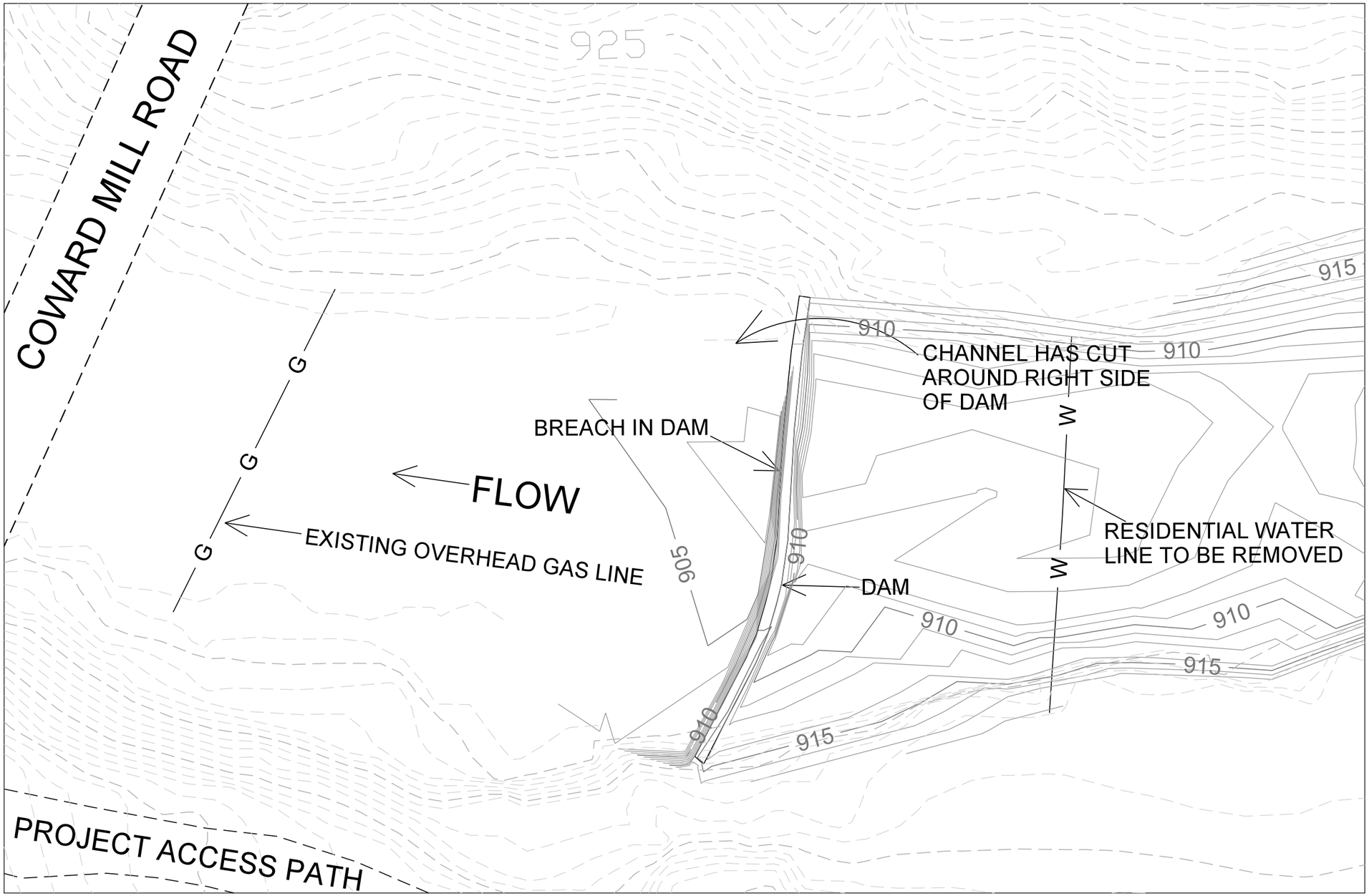
SUMMARY DATA	
Top of Bank Elevation:	908.61
Top of Bank Cross-Sectional Area:	170.0
Top of Bank Width:	55.5
Max Depth at Top of Bank:	3.8
Mean Depth at Top of Bank:	3.1





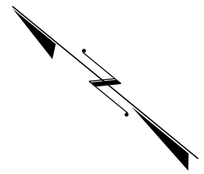
Appendix C

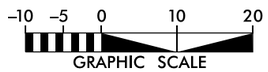
Design Overview Plans



APPROVED:

DATE:





REVISIONS				
SYM.	DESCRIPTION	DATE	APPROVED	
A	FEASIBILITY	07/2022		

PROJECT LEGEND

EXISTING MAJOR CONTOUR..... 925

EXISTING MINOR CONTOUR.....

TOPO SURVEY MAJOR CONTOUR..... 900

TOPO SURVEY MINOR CONTOUR.....

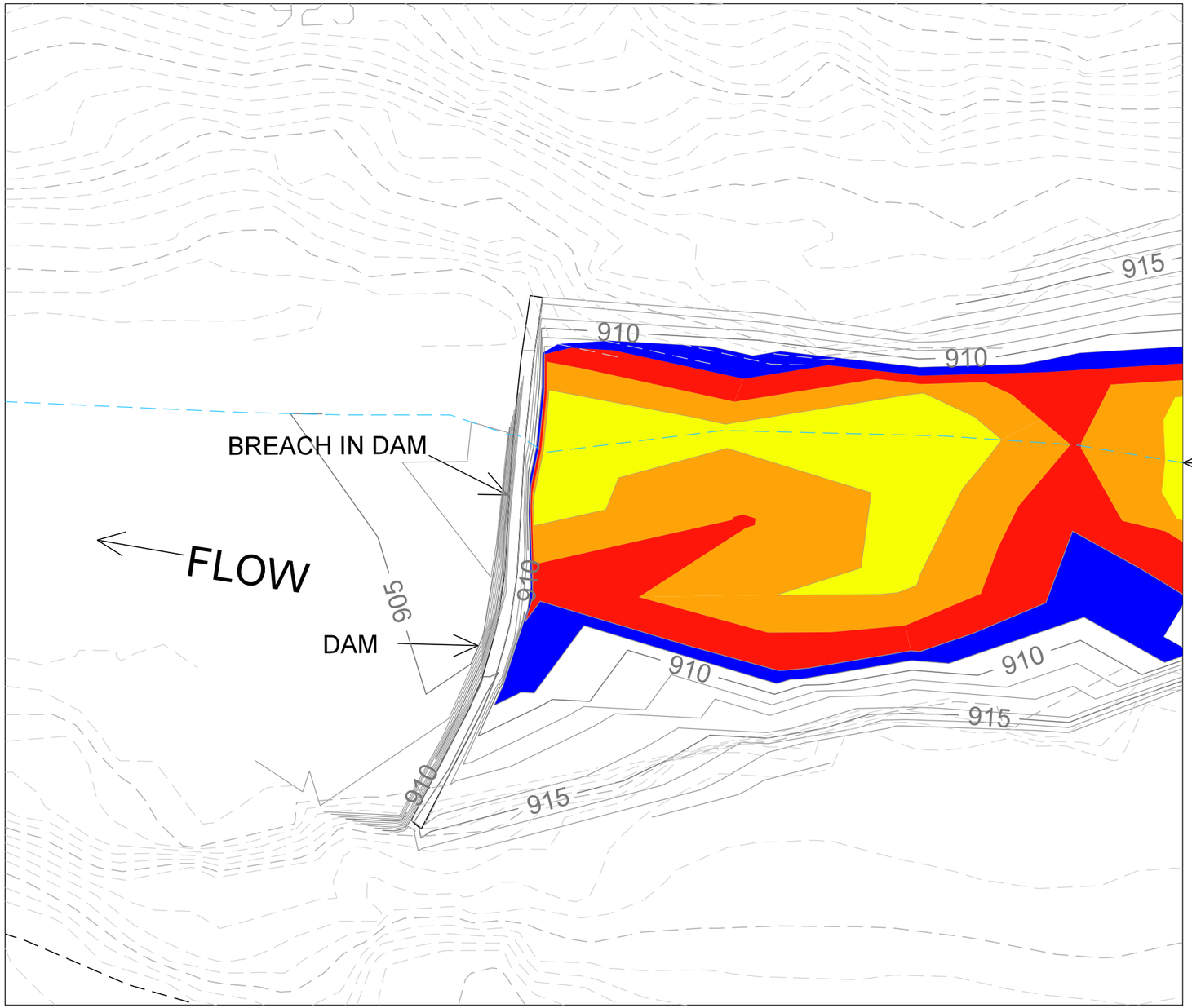
KCI TECHNOLOGIES
500 11TH AVENUE NORTH, SUITE 290
NASHVILLE, TN 37203

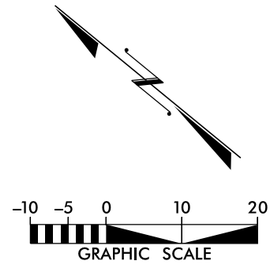
COWARD MILL DAM
REMOVAL FEASIBILITY
KNOX COUNTY, TENNESSEE

DATE: JULY 2022
SCALE: GRAPHIC

TOPOGRAPHIC
SURVEY
OVERVIEW

SHEET 01 OF 02





DEPTH OF SEDIMENT

- 3.0' - 4.0'
- 2.0' - 3.0'
- 1.0' - 2.0'
- 0.0' - 1.0'

APPROVED:

DATE:

REVISIONS			
SYM.	DESCRIPTION	DATE	APPROVED
A	FEASIBILITY	07/2022	

KCI TECHNOLOGIES
500 11TH AVENUE NORTH, SUITE 290
NASHVILLE, TN 37203

COWARD MILL DAM
REMOVAL FEASIBILITY
KNOX COUNTY, TENNESSEE

DATE: JULY 2022
SCALE: GRAPHIC

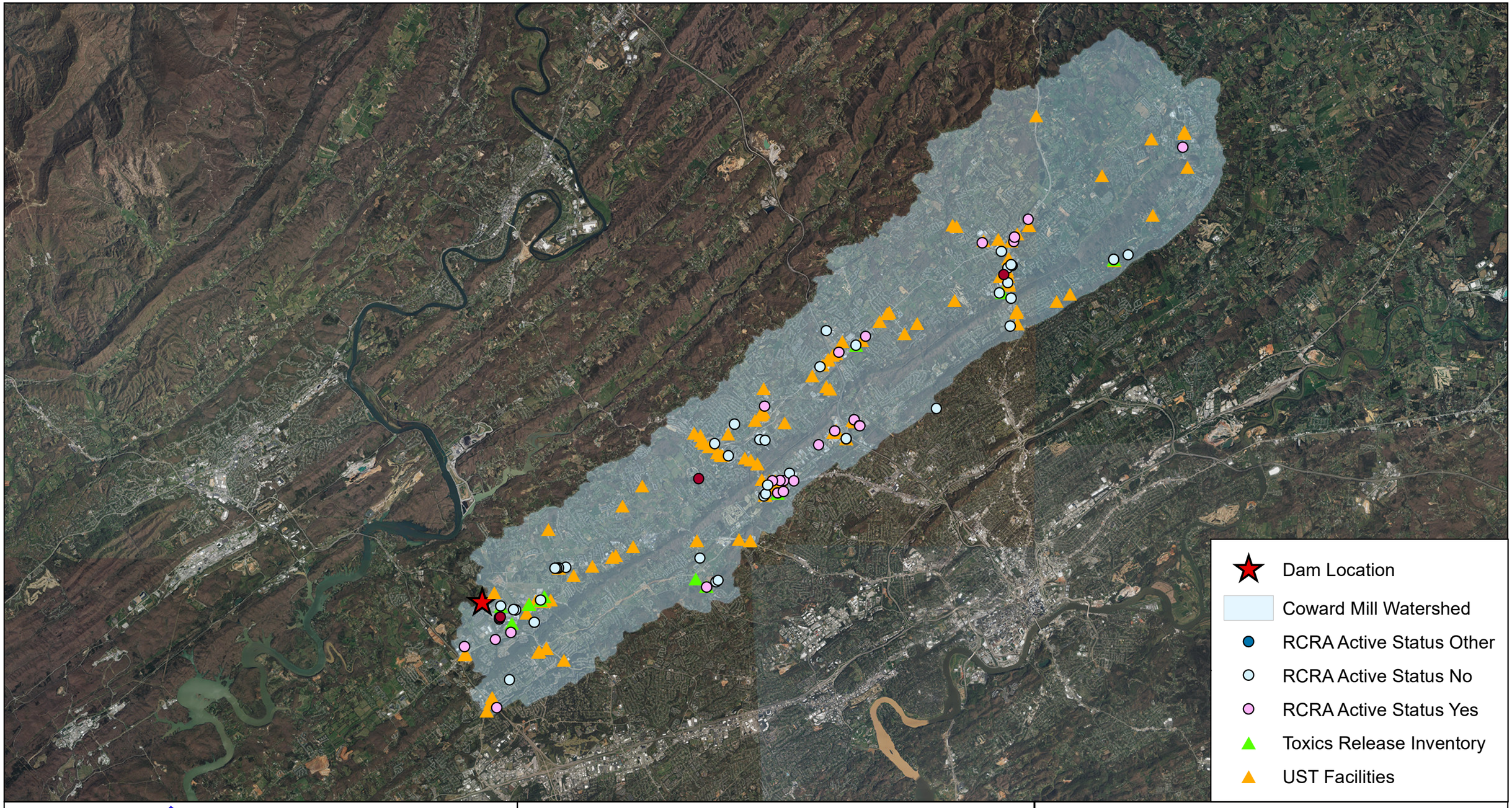
SEDIMENT DEPTH ESTIMATE

SHEET 02 OF 02

Appendix D

Tier 1 Evaluation

Sediment Sources



KCI TECHNOLOGIES

N
W E
S

COWARD MILL DAM
TIER 1 MAP

0 3 6
Miles

NPDES				
REGISTRY_ID	PRIMARY_NAME	LATITUDE83	LONGITUDE83	ACTIVE_STATUS
110001859891	HALLSDALE-POWELL-BEAVER CR. ST	36.00825	-84.05706	TERMINATED
110000574254	WEST KNOX UTILITY DISTRICT WWTP	35.96305	-84.14	EFFECTIVE
110010813478	HALLSDALE POWELL UTILITY DISTRICT STP	36.07455	-83.92925	EFFECTIVE

Toxic Release Inventory (TRI)				
REGISTRY_ID	PRIMARY_NAME	LATITUDE83	LONGITUDE83	ACTIVE_STATUS
110000702080	SAFETY-KLEEN SYSTEMS, INC.	36.002851	-84.024525	ACTIVE
110000552580	TOM'S FOODS - KNOXVILLE PLANT	35.969722	-84.12175	ACTIVE
110013287825	SMOKEY MOUNTAIN TOPS INC	35.97469	-84.05914	ACTIVE
110000373550	PLASTILINE INC	36.051914	-83.991003	ACTIVE
110009446956	THUNDERCRAFT	36.07887	-83.88371	CLOSED
110017753518	SMYRNA READY MIX, PLANT 31	35.9722	-84.05477	<Null>
110070003362	UNITRAC RAILROAD MATERIALS INC.	35.96734	-84.12816	<Null>
110000373532	VINYLEX CORP	35.96855	-84.12327	ACTIVE
110000373462	CLAYTON HOMES INC HALLS	36.06859	-83.93029	OPEN
110008056995	PBR KNOXVILLE LLC	35.9668	-84.13969	ACTIVE
110070623057	UNITRAC RAILROAD MATERIALS - G & B SPECIALTIES	35.960973	-84.135413	<Null>

Resource Conservation and Recovery Act (RCRA) Facilities				
REGISTRY_ID	PRIMARY_NAME	LATITUDE83	LONGITUDE83	ACTIVE_STATUS
110046541079	TARGET STORE T0795	36.00702	-84.0219	Y
110004969945	TICE ENGINEERING CO*	36.066576	-83.926528	N
110004964361	TRAVIS MEATS, INC.	36.01567	-84.04451	N
110005008464	FLOWERS BAKING	36.0019	-84.0303	N
110054863518	INTERSTATE VENTURES INC	35.96285	-84.140362	Y
110008132635	DIVERSIFIED TECHNOLOGIES SERVICES INC	35.9654	-84.13366	N
110007855213	ARNOLD'S GARAGE INC	36.032018	-84.029235	Y
110041681141	TDOT	35.932788	-84.142202	Y
110004993669	AUDIO ANIMATION INC	36.024741	-83.990106	Y
110004989503	SUPERIOR CLEANERS #1	36.0199	-84.05018	N
110045991539	CVS PHARMACY #2404	36.04962	-83.99821	Y
110046091536	WALMART SUPERCENTER #1319	36.085356	-83.93797	Y
110045991600	CVS PHARMACY #3741	36.08556	-83.92487	Y
110000702080	SAFETY-KLEEN SYSTEMS, INC.	36.002851	-84.024525	Y
110000702080	SAFETY-KLEEN SYSTEMS, INC.	36.002851	-84.024525	Y
110007845083	PRC WASTE OIL SERV	35.96108	-84.12603	N
110007861180	KARNS ANIMAL CLINIC	35.97933	-84.11258	N
110045992440	WAL-MART #1319	36.08236	-83.93018	N
110004984651	CITY DIESEL	36.026968	-83.992449	Y
110007864980	PETROLEUM RECYCLING CORP	35.96108	-84.12603	N
110005000890	RECTOR D K	36.0263	-84.04179	N
110004992349	DEROYAL INDUSTRIES	36.020851	-84.03142	N
110070913041	PHDS CO.	35.971811	-84.054697	Y
110046258562	KMART #7460	36.071811	-83.927624	N
110043985765	NATIONAL TIRE & BATTERY, NTB #858	36.009385	-84.019508	N
110008122600	LONG LAND CORP, THE	36.02069	-83.99573	N
110043582977	YELLOW FREIGHT SYSTEM INC.	36.002636	-84.029484	N
110005000792	PRECISION PRINTING INC	36.07785	-83.92624	N
110000373550	PLASTILINE INC	36.051914	-83.991003	N
110009446956	THUNDERCRAFT	36.07887	-83.88371	N
110004999271	CROSS ROADS ANIMAL CLINIC	36.07751	-83.92579	N
110005007820	MID-LAKES CORPORATION	36.057228	-83.927144	N
110064303533	APPLIED COATINGS INC	35.97356	-84.05077	N
110009446956	THUNDERCRAFT	36.07887	-83.88371	N
110007847269	KNOXVILLE BY-PRODUCTS, INC	35.98149	-84.05717	N
110064384615	CB & I ENVIRONMENTAL & INFRASTRUCTURE, TECHNOLOGY DEVELOPMENT OPERATIONS CENTER	35.965496	-84.134422	N
110008132626	PRESTIGE CLEANERS, INC.	36.05478	-83.98694	Y
110006451277	BROOKS AUTO BODY	36.056961	-84.003203	N
110004997317	SIGNAL PRINTING INK CORP	36.002612	-84.02951	N
110004986560	SPORTS BELLE INC	36.00555	-84.02858	N
110008123495	HALLS MOTOR PRODUCTS	36.087071	-83.924589	Y
110000820773	UPS, KNOXVILLE	36.02331	-84.00055	Y
110004980245	HALLS CLEANERS, INC.	36.076792	-83.927506	N
110054863117	FORMER G FORCE FABRICATION, INC.	36.080214	-83.877708	N
110008125563	DIVERSIFIED WASTE MANAGEMENT, INC.	36.02493	-83.99028	N
110064384526	CALIBER COLLISION CENTER, KNOXVILLE, NORTH 2829	36.018817	-84.00718	Y
110040522093	CARDINAL HEALTH	35.95786	-84.13579	Y
110007848650	PHILLIPS AND JORDAN, INC.	36.02069	-83.99573	N
110000373532	VINYLEX CORP	35.96855	-84.12327	N
110043634582	WALGREENS #1634	35.9792	-84.1157	N
110061058616	KROGER #0549-26	36.00706	-84.02348	Y
110060289664	BHS CORRUGATED NA, KNOXVILLE FACILITY	35.95551	-84.14226	Y
110018903141	THE HOME DEPOT #728	36.00334	-84.02217	Y
110004990822	KNOXVILLE WHITE GMC	36.020628	-83.995835	N
110060289682	TAIKO INTERNATIONAL LOGISTICS	35.96287	-84.14036	Y
110004992090	LEVI STRAUSS	36.02059	-84.02932	N
110015770290	TELEDYNE BROWN ENGINEERING, INC.	35.962356	-84.140396	Y
110062917946	TRACTOR SUPPLY COMPANY #529	36.09297	-83.91869	Y
110014439223	U.S. DOE - NATIONAL TRANSP. RESEARCH CTR	35.95343	-84.155	Y
110022531287	ECOLAB, INC.	36.044923	-84.006101	N
110045991655	CVS PHARMACY #4457	36.116027	-83.854214	Y
110008123379	CIRCLE M SUPREME MFG. CO. INC.	35.94201	-84.13668	N
110004995391	KEY COMPONENTS	36.068449	-83.93122	N
110008056995	PBR KNOXVILLE LLC	35.9668	-84.13969	N
110008122897	KARNS CLEANERS	35.979127	-84.117074	N
110008133714	APPLIED COATINGS INC	35.973987	-84.049843	N
110008126483	P.J.'S PRINTING	35.97916	-84.11636	N
110004968571	KITCHEN TOPS INC	36.030103	-83.958245	N
110033623318	WALMART SUPERCENTER #1318	36.00702	-84.02666	Y
110054863509	VISIONARY SOLUTIONS, LLC	35.962888	-84.140351	Y
110070491187	LOWE'S OF NORTH KNOXVILLE #637	36.0069	-84.01776	Y

Underground Storage Tanks (UST)							
Facility ID	Name	Latitude	Longitude	Within Source Water Protection Area (SPA)	Open USTs	Closed USTs	Temporarily Out of Service UST's
TN2471494	Weigel's #74	35.931715	-84.14635	No	3	0	0
TN2470493	Amy's Food Market	35.934399	-84.14488	No	0	2	0
TN2471292	Breadbox no. 32	35.936246	-84.14408	No	2	0	0
TN2471459	Food City Gas-N-Go #672	35.948344	-84.11418	No	2	0	0
TN2471264	Bread Box #49	35.95086	-84.15506	Yes	3	0	0
TN471212	The Bread Box #34	35.951119	-84.12467	No	0	4	0
TN2471487	Weigel's #71	35.951158	-84.15474	Yes	3	0	0
TN2470975	West Knox Utility District	35.951527	-84.12437	No	0	2	0
TN2471475	Weigel's #63	35.952343	-84.12115	No	2	0	0
TN2470517	Benji's Jr. Market And Deli	35.952474	-84.12138	No	0	2	0
TN2470509	Industrial Oil Service	35.964432	-84.12922	No	0	3	0
TN2470936	Unitrac Railroad Materials, Inc.	35.967332	-84.12811	No	0	1	0
TN2470364	Karns High School	35.967385	-84.12814	No	0	2	0
TN2470398	Knox Co. Board Of Education	35.967462	-84.12805	No	0	2	0
TN2470942	Timbers	35.968149	-84.12192	No	0	3	0
TN2470682	Kelso Oil Company	35.968305	-84.1254	No	0	1	1
TN2470430	Lessard Ind Inc	35.968537	-84.11914	No	0	3	0
TN2471191	West Knox Utilities Disrict	35.971399	-84.14239	No	0	1	0
TN2471150	J D Richardson Trucking Co	35.972244	-84.05481	No	0	2	0
TN2470366	Karns Middle School	35.976701	-84.10952	No	0	1	0
TN2471118	Weigel's #45	35.979168	-84.11558	No	3	0	0
TN2470197	EZ Stop Food Mart #6	35.979773	-84.10171	No	5	4	0
TN2471279	Ingles Gas Express #304	35.982559	-84.0934	No	1	0	0
TN2470671	Thoni Oil Co Of Florida	35.983079	-84.09185	No	0	4	0
TN2470363	Amoco Food Shop No. 112	35.986	-84.08475	No	6	0	0
TN2470777	Pilot Corporation #201	35.987036	-84.03632	<Null>	4	3	1
TN2470231	Fire Station #17	35.987036	-84.03632	<Null>	0	1	0
TN2470244	West Haven Shell	35.987036	-84.03632	<Null>	0	4	0
TN2470623	Formerly Gas Plus Of Knoxville	35.987036	-84.03632	<Null>	0	5	0
TN2471108	Quality Insulation Co	35.987519	-84.05841	No	0	2	0
TN2471107	Rufrus H Smith, Jr. And Co, Inc	35.987566	-84.05834	No	0	2	0
TN2471034	Bears Deli Mart	35.987747	-84.04103	No	0	2	0
TN2470945	Conner Brother Excavating Co	35.992251	-84.11951	No	0	3	0
TN2471061	Charlie's Market	35.999634	-84.0888	No	0	3	0
TN2470931	R And M Climate Control, Inc.	36.002305	-84.02989	No	0	1	0
TN2470749	Yellow Transportation (kxv)	36.002311	-84.02974	No	0	1	0
TN2470693	Tri-County Bulk Plant	36.004433	-84.02693	No	8	1	1
TN2470643	Sterling Window Systems Inc	36.005041	-84.02788	No	0	1	0
TN2471463	Ingles Gas Express #399	36.006219	-84.08052	No	1	0	0
TN2471511	Murphy USA No. 7661	36.006954	-84.02689	No	2	0	0
TN2471281	Kroger Store 549	36.00708	-84.02348	No	1	0	0
TN2471214	Clinton Highway Shell	36.007142	-84.02558	No	4	0	0
TN2471119	Pilot No. 123	36.007215	-84.02793	No	4	0	0
TN2479078	Airplane Filling Station	36.007595	-84.03107	No	0	1	0
TN2470543	Rainbo Baking Co	36.012902	-84.03272	<Null>	0	1	0
TN2470691	Travis Meats	36.012902	-84.03272	<Null>	0	1	0
TN2470522	Powell Shell Mart	36.014193	-84.03536	<Null>	3	0	0
TN2470692	Travis Meats Inc	36.014813	-84.03779	No	0	2	0
TN2471516	EZ-Stop no. 30	36.015908	-84.04712	No	3	0	0
TN2470970	Humphammer's Market	36.016119	-84.04787	No	0	0	3
TN2471503	Food City Gas N Go No. 679	36.016984	-84.04915	No	2	0	0
TN2471517	Weigel's no. 89	36.018826	-84.05247	No	4	0	0
TN2470801	Weigel's no. 21	36.020205	-84.05449	No	0	6	0
TN2470432	Leonard A And Ruth B Nixon	36.020604	-83.99583	No	0	3	0
TN2470437	Long Construction Shop	36.020604	-83.99583	No	0	3	0
TN2010053	Claxton 66 Service	36.020907	-84.05546	<Null>	0	5	0
TN2470275	Governor's Roller Rink	36.020907	-84.05546	<Null>	0	1	0
TN2470674	Thoni Oil Co Of Florida	36.020907	-84.05546	<Null>	0	4	0
TN2470822	Ted Bieter	36.020907	-84.05546	<Null>	0	3	0
TN2010001	Alltel Tennessee Inc	36.0227	-84.05604	<Null>	0	1	0
TN2470989	UPS Knoxville	36.022918	-84.0011	No	4	5	0
TN2470056	Broadacre Dairy	36.023054	-84.0446	<Null>	0	1	0
TN2470299	Aztex No.107	36.023643	-83.99995	No	0	3	0
TN2471499	Denton's Garage	36.023672	-84.05865	No	0	2	0
TN2470082	Time Out Deli and Market	36.026451	-83.99218	No	0	3	0
TN2470658	Temple Baptist Church	36.026483	-84.02112	No	0	1	0
TN2471257	Weigel's #51	36.026841	-83.99299	No	3	0	0
TN2470954	Powell Home Supply	36.027475	-84.03338	No	0	1	0
TN2470800	Weigel's #20	36.029217	-84.03119	No	3	3	0
TN2470520	Powell Marathon	36.029302	-84.03096	No	2	3	0
TN2470375	Harry's Market And Deli	36.029573	-84.03071	No	0	3	0

TN2470019	Alltel Tn Inc	36.029625	-84.03053	No	0	5	0
TN2470339	J E Groner Co	36.030187	-84.02978	<Null>	0	2	0
TN2471173	Overton-t V	36.037449	-84.00202	No	0	1	0
TN2470350	Dorothy G Milligan	36.038162	-84.02956	No	0	1	0
TN2470521	Powell Deli	36.03831	-84.00359	<Null>	0	3	0
TN2470073	Carl's Mini Mart (formerly)	36.041989	-84.00939	<Null>	0	3	0
TN2471513	Kroger U-670 Fuel Center	36.045691	-84.00493	No	2	0	0
TN2470569	Lehigh Gas Wholesale Services, Inc/TN0010	36.047206	-84.00293	No	4	0	0
TN2471303	Weigel's #59	36.047586	-84.00254	No	2	0	0
TN2470532	Lee's Food Mart #121	36.048701	-84.00074	No	0	4	5
TN2470092	Kenjo Market #25	36.049262	-83.9996	No	0	3	0
TN2471224	Pilot No. 277	36.049272	-83.99936	No	4	0	0
TN2471231	Kenjo Market no. 23	36.04928	-83.99933	No	4	0	0
TN2471470	Metro Knoxville HMA, LLC, d/b/a Tennova Healthcare-North Knoxville Med Cntr	36.053347	-83.99663	No	2	0	0
TN2470980	Wilkerson Inc	36.053604	-83.98846	No	0	1	0
TN2471277	Super Stop Market	36.055591	-83.97082	No	3	0	0
TN2470144	Lucky Corner No. 4030	36.058071	-83.92411	No	3	3	0
TN2470173	Edd Mash Plumbing Cont	36.058973	-83.96558	No	0	1	0
TN2471102	Bruce Mayes Trucking	36.059883	-83.98111	No	0	1	0
TN2470914	Black Oak Auto Sales	36.061869	-83.92443	No	0	4	0
TN2471241	Bread Box Food Store # 47	36.062368	-83.97789	No	0	3	0
TN2470715	Valley Service	36.062407	-83.97794	No	0	3	0
TN2470810	Weigel's #31	36.062497	-83.9243	No	2	3	0
TN2471284	Weigel's #55	36.06286	-83.97703	No	3	0	0
TN2470010	Adrian Burnett Ele School	36.065236	-83.90784	No	0	1	0
TN2470274	Golf Maint Bldg	36.066334	-83.94998	<Null>	0	2	0
TN2471140	Leon Mcfalls Estate	36.067616	-83.90215	No	0	2	0
TN2471111	Pilot Oil #288	36.071039	-83.92731	No	0	5	0
TN2470864	Pilot #121	36.071641	-83.92739	No	3	4	0
TN2470388	K-mart #7460	36.071992	-83.9277	No	0	1	0
TN2471244	Allen's Pit Stop	36.073947	-83.92769	No	0	1	0
TN2470804	Wiegel`s # 24	36.074003	-83.93083	No	0	2	0
TN2470304	Hallsdale Powell Utilities	36.0746	-83.92919	No	0	3	0
TN2470302	Hall's Publix	36.075159	-83.928	No	0	4	0
TN2470880	Ian's Market no. 41	36.075974	-83.92791	No	4	0	0
TN2470679	Thunder Craft Boats Inc	36.078531	-83.88345	No	0	1	0
TN2471064	Smart Serv No.1	36.079164	-83.92708	No	2	3	0
TN2471504	Midas	36.079812	-83.92738	No	0	3	0
TN2471514	Gas N Go no. 688	36.079857	-83.92711	No	2	0	0
TN2470552	Nanna's Market	36.085789	-83.92604	<Null>	0	4	0
TN2471490	Murphy Express No. 8616	36.086221	-83.93741	No	2	0	0
TN2471142	Halls Telephone Exchange Inc	36.08655	-83.93136	No	0	2	0
TN2470806	Weigel's #27	36.088235	-83.92344	No	2	9	0
TN2470743	Willow Fork Grocery	36.090813	-83.91855	<Null>	0	3	0
TN2470681	Tindell Builders Supply	36.091046	-83.94839	No	0	1	0
TN2471052	Norris Freeway Market And Deli	36.091594	-83.95008	No	0	4	0
TN2470896	Tazewell Pike Exxon	36.093507	-83.86726	No	0	5	0
TN2470162	Dunn Dairy Eqpt Co	36.10712	-83.88789	No	0	1	0
TN2470685	Breadbox no. 42	36.109316	-83.85248	No	2	0	2
TN2470987	Phillip Lawson	36.119053	-83.86706	No	0	2	0
TN2470817	Weigel's No. 39	36.12068	-83.85347	No	4	0	1
TN2471278	EZ Stop #21	36.121337	-83.85345	No	2	0	0
TN2471045	Leech's 66	36.127609	-83.91455	<Null>	0	3	0

Appendix E

IPaC Review

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

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Project information

NAME

Coward Mill Dam Removal Feasibility

LOCATION

Knox County, Tennessee



DESCRIPTION

None

Local office

Tennessee Ecological Services Field Office

(931) 528-6481
(931) 528-7075

446 Neal Street
Cookeville, TN 38501-4027

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Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Log in to IPaC.
2. Go to your My Projects list.
3. Click PROJECT HOME for this project.
4. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of

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Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Gray Bat Myotis grisescens Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat Myotis sodalis Wherever found There is **final** critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat Myotis septentrionalis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9045	Threatened

Snails

NAME	STATUS
Anthony's Riversnail Athearnia anthonyi No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/4827	EXPN

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

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THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern https://www.fws.gov/program/migratory-birds/species
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf

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MIGRATORY BIRD INFORMATION IS NOT AVAILABLE AT THIS TIME

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the RAIL Tool and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

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Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

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Coastal Barrier Resources System

Projects within the John H. Chafee Coastal Barrier Resources System (CBRS) may be subject to the restrictions on federal expenditures and financial assistance and the consultation requirements of the Coastal Barrier Resources Act (CBRA) (16 U.S.C. 3501 et seq.). For more information, please contact the local Ecological Services Field Office or visit the CBRA

Consultations website. The CBRA website provides tools such as a flow chart to help determine whether consultation is required and a template to facilitate the consultation process.

THERE ARE NO KNOWN COASTAL BARRIERS AT THIS LOCATION.

Data limitations

The CBRS boundaries used in IPaC are representations of the controlling boundaries, which are depicted on the official CBRS maps. The boundaries depicted in this layer are not to be considered authoritative for in/out determinations close to a CBRS boundary (i.e., within the "CBRS Buffer Zone" that appears as a hatched area on either side of the boundary). For projects that are very close to a CBRS boundary but do not clearly intersect a unit, you may contact the Service for an official determination by following the instructions here: https://www.fws.gov/service/coastal-barrier-resources-system-property-documentation

Data exclusions

CBRS units extend seaward out to either the 20- or 30-foot bathymetric contour (depending on the location of the unit). The true seaward extent of the units is not shown in the CBRS data, therefore projects in the offshore areas of units (e.g., dredging, breakwaters, offshore wind energy or oil and gas projects) may be subject to CBRA even if they do not intersect the CBRS data. For additional information, please contact CBRA@fws.gov.

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Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the NWI map to view wetlands at this location.

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Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should

seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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EXHIBIT 8
RFP NUMBER 3584

COWARD MILL DAM REMOVAL
TNSQT WORKBOOK

TN SQT v1.3

Quantification Tool Spreadsheet Reach 1

Reach Information and Reference Standard Stratification	
Project Name:	Coward Mill Dam Removal
Reach ID:	Reach 1
Upstream Latitude:	35.968644
Upstream Longitude:	-84.147418
Downstream Latitude:	35.965062
Downstream Longitude:	-84.14635
Existing Stream Type:	B
Proposed Stream Type:	B
Ecoregion:	67fhi
Drainage Area (sqmi):	83.29
Proposed Bed Material:	Gravel
Existing Stream Length (feet):	2782.49
Proposed Stream Length (feet):	2782.49
Proposed Stream Slope (%):	1
Proposed Flow Type:	Perennial/Intermittent
Data Collection Season:	July - December
Macro Collection Method:	SQKICK
Valley Type:	Unconfined Alluvial

Notes
1. Users input values that are highlighted based on restoration potential
2. Users select values from a pull-down menu
3. Leave values blank for field values that were not measured
4. These field values do not apply to ephemeral channels.

FUNCTIONAL LIFT SUMMARY	
Exisiting Condition Score (ECS)	0.12
Proposed Condition Score (PCS)	0.50
Change in Functional Condition (PCS - ECS)	0.38
Existing Stream Length (feet)	2782.49
Proposed Stream Length (feet)	2782.49
Additional Stream Length (feet)	0
Existing Stream Functional Feet (FF)	334
Proposed Stream Functional Feet (FF)	1391
Functional Lift (Proposed FF - Existing FF)	1057

MITIGATION SUMMARY	
1057	Credits

FUNCTION BASED PARAMETERS SUMMARY			
Functional Category	**Function-Based Parameters**	**Existing Parameter**	**Proposed Parameter**
Hydrology	Catchment Hydrology	0.88	0.88
	Reach Runoff	0.31	0.31
Hydraulics	Floodplain Connectivity	0.00	0.50
Geomorphology	Large Woody Debris	0.00	0.96
	Lateral Migration	0.00	0.61
	Riparian Vegetation	0.00	0.00
	Bed Material		
	Bed Form Diversity	0.00	1.00
	Sinuosity	0.00	1.00
Physicochemical	Bacteria		
	Organic Enrichment	0.00	0.35
	Nitrogen		
	Phosphorus		
Biology	Macroinvertebrates	0.00	0.37
	Fish		

FUNCTIONAL CATEGORY REPORT CARD			
Functional Category	**ECS**	**PCS**	**Functional Lift**
Hydrology	0.60	0.60	0.00
Hydraulics	0.00	0.50	0.50
Geomorphology	0.00	0.71	0.71
Physicochemical	0.00	0.35	0.35
Biology	0.00	0.37	0.37

TN SQT v1.3
Quantification Tool Spreadsheet Reach 1

EXISTING CONDITION ASSESSMENT					Roll Up Scoring				
Functional Category	**Function-Based Parameters**	**Measurement Method**	**Field Value**	**Index Value**	**Parameter**	**Category**	**Category**	**ECS**	**ECS**
Hydrology	Catchment Hydrology	Watershed Land Use Runoff Score	0.84	0.88	0.88	0.60	Functioning At Risk		
	Reach Runoff	Stormwater Infiltration	0.31	0.31	0.31				
Hydraulics	Floodplain Connectivity	Bank Height Ratio	1.8	0.00	0.00	0.00	Not Functioning		
		Entrenchment Ratio	1.1	0.00					
Geomorphology	Large Woody Debris	Large Woody Debris Index			0.00	0.00	Not Functioning	0.12	Not Functioning
		# Pieces	0	0.00					
	Lateral Migration	Erosion Rate (ft/yr)			0.00				
		Dominant BEHI/NBS	Ex/Ex	0.00					
		Percent Streambank Erosion (%)	100	0.00					
		Percent Armoring (%)	100	0.00					
	Riparian Vegetation	Left - Average Diameter at Breast Height (DBH; in)	0	0.00	0.00				
		Right - Average DBH (in)	0	0.00					
		Left - Buffer Width (feet)	0	0.00					
		Right - Buffer Width (feet)	0	0.00					
		Left - Tree Density (#/acre)	0	0.00					
		Right - Tree Density (#/acre)	0	0.00					
		Left - Native Herbaceous Cover (%)	0	0.00					
		Right - Native Herbaceous Cover (%)	0	0.00					
		Left - Native Shrub Cover (%)	0	0.00					
		Right - Native Shrub Cover (%)	0	0.00					
	Bed Material Characterization	Size Class Pebble Count Analyzer (p-value)							
	Bed Form Diversity	Pool Spacing Ratio	10	0.00	0.00				
		Pool Depth Ratio	1	0.00					
		Percent Riffle (%)	0	0.00					
		Aggradation Ratio							
	Plan Form	Sinuosity	0	0.00	0.00				
Physicochemical	Bacteria	E. Coli (Cfu/100 mL)				0.00	Not Functioning		
	Organic Enrichment	Percent Nutrient Tolerant Macroinvertebrates (%)	100	0.00	0.00				
	Nitrogen	Nitrate-Nitrite (mg/L)							
	Phosphorus	Total Phosphorus (mg/L)							
Biology	Macroinvertebrates	Tennessee Macroinvertebrate Index	0	0.00	0.00	0.00	Not Functioning		
		Percent Clingers (%)							
		Percent EPT - Cheumatopsyche (%)							
		Percent Oligochaeta and Chironomidae (%)							
	Fish	Native Fish Score Index							
		Catch per Unit Effort Score							

TN SQT v1.3
Quantification Tool Spreadsheet Reach 1

PROPOSED CONDITION ASSESSMENT					Roll Up Scoring				
Functional Category	Function-Based Parameters	Measurement Method	Field Value	Index Value	Parameter	Category	Category	PCS	PCS
Hydrology	Catchment Hydrology	Watershed Land Use Runoff Score	0.84	0.88	0.88	0.60	Functioning At Risk	0.50	Functioning At Risk
	Reach Runoff	Stormwater Infiltration	0.31	0.31	0.31				
Hydraulics	Floodplain Connectivity	Bank Height Ratio	1.8	0.00	0.50	0.50	Functioning At Risk		
		Entrenchment Ratio	2.2	1.00					
Geomorphology	Large Woody Debris	Large Woody Debris Index			0.96	0.71	Functioning		
		# Pieces	15	0.96					
	Lateral Migration	Erosion Rate (ft/yr)			0.61				
		Dominant BEHI/NBS	H/L	0.40					
		Percent Streambank Erosion (%)	15	0.44					
		Percent Armoring (%)	0	1.00					
	Riparian Vegetation	Left - Average Diameter at Breast Height (DBH; in)	0	0.00	0.00				
		Right - Average DBH (in)	0	0.00					
		Left - Buffer Width (feet)	0	0.00					
		Right - Buffer Width (feet)	0	0.00					
		Left - Tree Density (#/acre)	0	0.00					
		Right - Tree Density (#/acre)	0	0.00					
		Left - Native Herbaceous Cover (%)	0	0.00					
		Right - Native Herbaceous Cover (%)	0	0.00					
		Left - Native Shrub Cover (%)	0	0.00					
		Right - Native Shrub Cover (%)	0	0.00					
	Bed Material Characterization	Size Class Pebble Count Analyzer (p-value)							
	Bed Form Diversity	Pool Spacing Ratio	5	1.00	1.00				
		Pool Depth Ratio	2.4	1.00					
		Percent Riffle (%)	50	1.00					
		Aggradation Ratio							
	Plan Form	Sinuosity	1.2	1.00	1.00				
Physicochemical	Bacteria	E. Coli (Cfu/100 mL)				0.35	Functioning At Risk		
	Organic Enrichment	Percent Nutrient Tolerant Macroinvertebrates (%)	50	0.35	0.35				
	Nitrogen	Nitrate-Nitrite (mg/L)							
	Phosphorus	Total Phosphorus (mg/L)							
Biology	Macroinvertebrates	Tennessee Macroinvertebrate Index	24	0.37	0.37	0.37	Functioning At Risk		
		Percent Clingers (%)							
		Percent EPT - Cheumatopsyche (%)							
		Percent Oligochaeta and Chironomidae (%)							
	Fish	Native Fish Score Index							
		Catch per Unit Effort Score							

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Request for Proposals 3584
Design Build Services – Coward Mill Dam Removal

Addendum Date: **September 3, 2024** **Buyer:** **Brian Hubbs**

Closing Date: **September 10, 2024 at 2:00 PM** **Total Page(s):** **Four (4)**

This addendum shall become a part of the RFP and shall be acknowledged in Section V, Part I of the respondent's submittal.

Questions/Answers:

Question 1: What are the full slate of monitoring parameters and the number of years to be included in the proposal?

Answer 1: For the purposes of this proposal, the Contractor is responsible for three (3) years of monitoring to assess post-construction functional uplift and to mee the anticipated permit requirements. The exact monitoring plan and methodology will depend on final site design and requirements set by permitting agencies, but will likely include qualitative documentation (photos, narrative, and visual assessments), as well as quantitative data gathering to be entered into the SQT, and a benthic macroinvertebrate survey to be conducted the third year of monitoring. Any monitoring required beyond this timeframe due to permit requirements may require a contract amendment.

Question 2: Do the proposals need to exclude environmental sampling and analysis?

Answer 2: It is not anticipated that environmental sampling and analysis will be required for this project based on past experience and data that was collected during the feasibility study.

Question 3: Can the contact information for CSX be provided for future coordination?

Answer 3: Contact Nicholas Smith, Rail Division Construction Manager for STV, Inc., the GEC for CSX. Nicholas.smith@stvinc.com, 865-415-8768.

Question 4: Does the project end at the edge of the County property?

Answer 4: Yes.

Question 5: I stream bank stabilization will need to extend beyond the County's property, has the County or any of its representatives had discussions with the effected property owners or acquired access approval?

Answer 5: The project is not expected to extend beyond the County's property at this time, so no discussions have been made with adjacent property owners.

Question 6: Does all the dam infrastructure need to be removed (dam, abutments, former mill foundation, footers) or can any portions remain?

Answer 6: If the objectives of the project and permit requirements can be met with portions of the dam remaining, then it would be acceptable for those portions to remain. During the design process, the County will work with the successful proposer to determine if any portions of the dam can remain in place.

Question 7: Does all material need to be removed from the site (soil, concrete, wood) or can any material remain on site? Has a spoil area been identified?

Answer 7: No spoil area has been identified at this time. The proposer should plan to remove all material. Coordination with the road/bridge construction project manager to identify potential spoil areas on site may be a potential alternative.

Question 8: Are all the previous TNSQT data forms and workbooks available and collection locations available?

Answer 8: All relevant data used in the preliminary SQT can be found in the provided Coward Mill Dam Removal Feasibility Study and TNSQT workbook, with the exception of TDEC macroinvertebrate data available via the online TDEC data viewer. "Appendix B: Profile and Cross-sections" of the feasibility study established the existing conditions for the SQT and were used to assume values for the hydraulic and lateral stability parameters. Other relevant notes: the backwater extent location was collected approximately 2,780' upstream of the dam at a bedrock riffle (35.96506, -84.14635). From the available macroinvertebrate data, the median value for TMI and %NUTOL along Beaver Creek was 28 and 42% between 2003-2019. A conservative TMI value of 24 and %NUTOL of 50% was used.

Question 9: Are there a set amount of credits that need to be generated, are there specific TNSQT field value, index value, category, or PCS that must be met? Or does it just need to show uplift from the existing condition?

Answer 9: No specific credit amounts are required; however, the County needs to show uplift from the existing condition.

Question 10: Is the County trying to generate credit from the project?

Answer 10: No.

Question 11: Will the SWPPP be separate to the bridge work or will it be a supplement to the bridge work since the site will overlap?

Answer 11: It is anticipated that land disturbance activities for this project could be added to the existing SWPPP, but this will need to be determined once the dam removal plan has been established.

Question 12: Has Section 106 (cultural resources) compliance already been addressed or coordinated?

Answer 12: No.

Question 13: Should the proposals exclude archeologic investigations if required during the permitting process?

Answer 13: Proposals should include archeologic investigations if required during permitting.

Question 14: Can Knox County provide any documentation of the Section 106 Consultation that has been completed for the bridge project?

Answer 14: Section 106 consultation was not required and therefore not completed during the permitting phase of the Coward Mill Road bridge.

Question 15: Can Knox County provide any documentation of the ESA Section 7 Natural Heritage Program consultation that has been completed for the bridge project?

Answer 15: ESA Section 7 consultation was not required and therefore not completed during the permitting phase of the Coward Mill Road bridge. We are unaware of any requirements regarding the TN Natural Heritage Program for the road project.

Question 16: In Section 4.18, Subcontractors, prime consultants are strongly encouraged to use subconsultants. Does the County have a percentage goal for subconsultant usage?

Answer 16: No percentage of small or minority owned subcontractors is required under this contract.

End of Addendum I.

Brian Hubbs
Construction and Contract Specialist
Knox County Procurement Division

Attachment B

Contractor's Response
to
Request for Proposals #3584



Proposal for

DESIGN BUILD SERVICES

COWARD MILL DAM REMOVAL

September 10, 2024 | Proposal Number: 3584 | Knox County

ETC
KCI ENVIRONMENTAL
TECHNOLOGIES AND CONSTRUCTION INC.

IN
ASSOCIATION WITH

KCI



PROPOSER INFORMATION

KCI & ETC KCI ENVIRONMENTAL TECHNOLOGIES AND CONSTRUCTION INC.

FIRM NAME:
KCI Environmental Technologies & Construction, Inc.

FIRM ADDRESS:
500 11th Avenue North
Suite 290
Nashville, TN 37203
P: 615.370.8410

POINT OF CONTACT:
Gary Mryncza, PE, CPESC
P: 629.204.5045
E: gary.mryncza@kci.com

&

Adam Spiller, CPESC
P: 919.278.2514
E: adam.spiller@kci.com

VENDOR NUMBER:
85898

TENNESSEE CONTRACTORS LICENSE:
54980

FEDERAL EIN:
ETC: 52-2069741

AMERICAN RESCUE PLAN ACT (ARPA) FUNDS PROJECT REQUIREMENTS & GUIDELINES ACCEPTANCE:
KCI-ETC has reviewed & accepted the requirements & guidelines.

ADDENDA ACKNOWLEDGMENT:
KCI-ETC has received & acknowledges addendum one published on 09/03/24.

KCI's Environmental Technologies & Construction group (KCI-ETC) is a specialty contractor that provides exceptional service in natural resources/environmental restoration and resource management. Our team members' personal commitment to quality workmanship and owner satisfaction have established KCI-ETC's reputation as a regional leader in stream and wetland restoration, stormwater management and erosion and sediment control, dam removal, and ecosystems services.

KCI-ETC personnel have a wide range of skills and experience. Our project managers have formal education in construction management, water resources engineering and management, environmental science, forestry, and biology; several have earned advanced degrees. Our project foremen have more than 75 years of combined general construction experience and more than 40 years of combined experience in the restoration of natural systems. Our professional experience spans rural, suburban, and urban landscapes, as well as in a variety of ecoregions including the Blue Ridge Mountains, the Piedmont, the Coastal Plains, the Interior Plateau, Mississippi Alluvial Plain, and the Central Lowlands.

At KCI-ETC, we are thrilled to offer unparalleled expertise in dam removal and stream restoration services. Our dedicated staff is passionate about implementing sustainable planning and design practices, and we make it a standard practice to thoroughly evaluate every aspect of the process for each dam removal project. With our innovative solutions, you can trust that your project will exceed expectations and make a positive impact within your community.

QUICK LOOK: PROFESSIONAL LICENSES & CERTIFICATIONS

PROFESSIONAL ENGINEER LICENSE NUMBER

Gary Mryncza, PE, CPESC	TN // 111554
Michael Underwood, PE	TN // 118847

PROFESSIONAL CERTIFICATION & NUMBERS

Gary Mryncza, PE, CPESC	Certified Professional in Erosion & Sediment Control (CPESC) // 4314 TN EPSC Level 1 // 119977
Adam Spiller, CPESC	Certified Professional in Erosion & Sediment Control (CPESC) // 6515 TN EPSC Level 1 // 124333

Zach Mryncza, CPESC, CCM	Certified Professional in Erosion & Sediment Control (CPESC) // 6318
	Certified Construction Manager (CCM) // 3512
	TN EPSC Level 1 // 115412

Joshua Sitz, QHP	TN Qualified Hydrologic Professional // 1213-TN22 TN EPSC Level 1 // 124033
Michael Underwood, PE	TN EPSC Level 2 // 124063-D2

ABOUT OUR TEAM



KCI-ETC is a wholly owned subsidiary of KCI Technologies and was established in 1996 to support ongoing KCI restoration efforts throughout the Mid-Atlantic. It initially expanded its service offerings into the Southeast with a pilot design build stream mitigation project for NCDOT in 1997. Primarily a support operation within the KCI Holdings parent organization to this point, KCI-ETC began to flourish as a stand-alone entity from 2005 to 2010 on the strength of a significant turnkey stream and wetland mitigation program in North Carolina. In 2007, KCI-ETC continued its expansion into Tennessee oftentimes partnering with KCI Technologies on turnkey restoration projects for state, local government, non-profit organizations (NPO), and private clients. KCI-ETC has also completed stream restoration, stormwater management, and dam removal projects for clients in Indiana, Wisconsin, Virginia, Ohio, and New Jersey. With almost 30 years in business, KCI-ETC has emerged as a leading environmental restoration company throughout the Southeast and Midwest.

KCI Technologies, Inc. was founded in 1955 and is a 100-percent employee-owned engineering, planning, consulting, and construction firm serving clients throughout the United States. Our roughly 2,100 employee-owners operate in over 65 offices in 18 states - as well as the District of Columbia. With revenues of approximately $467 million in 2023, the *Engineering News-Record* consistently places KCI among the top consulting engineering firms in the country.

KCI's professional staff of engineers, planners, scientists, surveyors, and construction managers offer a broad range of engineering services, including wireless/communications infrastructure, civil, structural, transportation, environmental, hazardous waste, mechanical, electrical, telecommunications, and soils. KCI also provide cultural and environmental resource management services, land planning and landscape architecture, geology, hydrology, ecology, surveying, and construction management and inspection. All of KCI's service lines are supported by a team of CADD (Computer-Aided Drafting and Design) designers, GIS (geographic information systems) experts, and database analysts, programmers, and technicians, as well as state-of-the-art computer, field, and lab equipment.

At KCI, we apply knowledge, determination and skill to create a more interconnected, livable world—a society that connects us not only to our clients, but to each other. We relentlessly pursue solutions today to address tomorrow's infrastructure and environmental challenges.

TRANSMITTAL LETTER

September 10, 2024

Mr. Brian Hubbs, Construction and Contract Specialist
Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, TN 37917

SUBJECT: Proposal for Design Build Services – Coward Mill Dam Removal

Dear Mr. Hubbs:

Knox County (County) can rely on KCI-ETC to provide integrated design and construction that will encompass the County's vision for the removal of Coward Mill Dam.

Why Select KCI Environmental Technologies & Construction and KCI Technologies Team?

Successful Relationship with the County. KCI-ETC completed the feasibility study for this project and is very familiar with the site conditions, project stakeholders and constraints. This familiarity provides for a seamless continuation into the design build delivery of this dam removal. KCI-ETC has also recently worked on the Bluegrass Lake Watershed Study with Knox County.

Depth of Leadership Experience. Our project manager, Adam Spiller, CPESC, and principal-in-charge, Gary Mryncza, PE, CPESC have a combined 48 years of experience working directly with government agencies and private clients, solving problems and moving complex ecological restoration projects forward. Adam managed the feasibility study for this dam removal project and has managed other design build dam removal projects. Adam and Gary have a proven track record of helping clients plan and execute successful projects that integrate design and construction within a variety of settings, particularly low-head dam removal and stream restoration. KCI-ETC's understanding of the County's needs makes us an ideal partner for this opportunity.

Experienced Staff to Complete Required Services. The staff that will be assigned to this project are already familiar with the site, the constraints, and the steps necessary for successful completion of the project. Working on the design, permitting, and construction will be an easy transition for the staff. KCI-ETC's Nashville, TN and Raleigh, NC offices have a total of 291 professionals, including scientists, engineers, and construction managers and personnel that stand ready to assist Knox County with this opportunity. With this level of diverse skill and expertise, the KCI-ETC team will be providing all services in-house. Without using subs on a complicated project like this, our team can work efficiently and can communicate effectively minimizing any hurdles that come with complicated teaming and subconsultant arrangements.

We understand the County's needs to hire a cooperative, highly functional design build team that can offer design, construction and post-construction services to deliver a "turn-key" dam removal project effectively. Our team is available to start work immediately. If you have any questions or need additional information, please contact myself at 629.204.5045 or by email at gary.mryncza@kci.com, or our project manager, Adam Spiller, at 919.278.2514 or by email at adam.spiller@kci.com.

Sincerely,

Gary Mryncza, PE, CPESC
Sector President // Principal-in-Charge

500 11th Avenue N, Suite 290
Nashville, TN 37203

This submittal has been printed on Staples recycled paper, which is 50% recycled.

DESIGN-BUILD TEAM ORGANIZATION

LOCAL RESOURCES

KCI-ETC's Nashville office—one of the state's largest practices dedicated to natural resource consulting and watershed planning services for public and private clients—has more than 49 full-time professionals (including licensed professional engineers and certified planners) who are recognized leaders in their fields. The KCI-ETC Nashville office has served as the ecological restoration design and construction entity for multiple private and governmental projects throughout Tennessee.

TEAM STRUCTURE & CAPABILITIES

The Knox County Coward Mill Dam Removal project presents a unique set of opportunities - our team in the organization chart stands ready to continue our successful working relationship with the County.



GARY MRYNCZA, PE, CPESC
PRINCIPAL-IN-CHARGE



ADAM SPILLER, CPESC
PROJECT MANAGER



ZACH MRYNCZA, CPESC, CCM
DEPUTY PROJECT MANAGER



ZACH MRYNCZA, CPESC, CCM
CONSTRUCTION
LEAD

CONSTRUCTION SITE SUPERVISOR
Wayne Taylor



JOSHUA SITZ, QHP
DESIGN & PERMITTING
LEAD

ENVIRONMENTAL SCIENTIST
Conor Veeneman, PWS



MICHAEL UNDERWOOD, PE
WATER RESOURCES
LEAD

KCI

SUPPORT SERVICES
SURVEY

TEAM MEMBER SUMMARY

NAME, YEARS EXP, & CONTACT INFORMATION	LICENSE(S) & ROLE/RESPONSIBILITY
Gary Mryncza, PE, CPESC Years Exp 28 500 11th Avenue North, Suite 290 Nashville, TN 37203 629.204.5045	License(s): • PE, TN // 111554 • Certified Professional in Erosion & Sediment Control (CPESC) // 4314 • TN EPSC Level 1 // 119977 Role/Responsibility: Principal-In-Charge. Gary will serve in an oversight capacity ensuring a seemless interaction between the ETC-KCI team providing design-build services. He will administer the contract and will be responsible for all quality assurance reviews and coordination amongst the members of the project team.
Adam Spiller, CPESC Years Exp 20 4505 Falls of Neuse Road, Suite 400 Raleigh, NC 27609 919.278.2514	License(s): • Certified Professional in Erosion & Sediment Control (CPESC) // 6515 • TN EPSC Level 1 // 124333 Role/Responsibility: Project Manager. Adam will lead our design-build team, connecting the resources and working with Knox County and other stakeholders to implement this project.

Zach Mryncza, CPESC, CCM
Years Exp 24
500 11th Avenue North, Suite 290
Nashville, TN 37203
629.204.5050
	License(s):
	• Certified Professional in Erosion & Sediment Control (CPESC) // 6318
	• Certified Construction Manager (CCM) // 3512
	• TN EPSC Level 1 // 115412
	
	Role/Responsibility:
	Assistant Project Manager/Construction Lead. Zach will lead the construction of the project. This will include working hand-in-hand with the design team to reinforce a smooth transition from design through construction.

Wayne Taylor Years Exp 26 500 11th Avenue North, Suite 290 Nashville, TN 37203 919.783.9214	Role/Responsibility: Construction Site Supervisor. Wayne specializes in stream restoration and dam removal construction implementation and has close relationships with the design team. He will be on site full time during construction, leading the field coordination and communication.
Joshua Sitz, QHP Years Exp 13 500 11th Avenue North, Suite 290 Nashville, TN 37203 629.204.5047	License(s): • TN QHP // 1213-TN22 • TN EPSC Level 1 // 124033 Role/Responsibility: Design & Permitting Lead. Josh will continue the work from the feasibility part of the project that he led, through permitting and design and then working with the construction team through implementation. Post construction, Josh will lead the monitoring efforts for this project. He is well versed in using the SQT on dam removal projects.
Michael Underwood, PE Years Exp 13 500 11th Avenue North, Suite 290 Nashville, TN 37203 629.204.5048	License(s): • PE, TN // 118847 • TN EPSC Level 2 // 124063-D2 Role/Responsibility: Hydraulic Lead. Michael will lead coordination with CSX and their requests for hydraulic modeling as well as the FEMA modeling and coordination process.
Conor Veeneman, PWS Years Exp 10 500 11th Avenue North, Suite 290 Nashville, TN 37203 629.268.0006	License(s): • Professional Wetland Scientist (PWS) // 3135 • TN QHP - IT Role/Responsibility: Environmental Scientist. Conor will assist on all design and permitting work for this project.



TECHNICAL EXPERTISE

This section of our proposal demonstrates the KCI-ETC team's significant experience working on low head dam removal projects. In addition to the feasibility, design, and permitting work, many of these projects are design-build projects, which highlights the close working relationship and significant experience working together of our design and construction teams. Due to this close relationship, which has spanned 20 years for some of our team members, and the fact that design and construction personnel are all part of the same company, our design-build team works as one entity, not separate teams. This means that the design and construction personnel work hand-in-hand through all steps of the project, not just in certain phases.

Our technical expertise in low head dam removal is recognized by several clients for whom we have done work for in the past. Many requests for proposals for dam removal work come to KCI-ETC through private advertisements, not public RFPs. In these instances, clients such as American Rivers, the Nature Conservancy, and the Cumberland River Compact invite KCI-ETC to propose on dam removal, stream and wetland restoration, and watershed planning projects as part of a small pool of firms. KCI-ETC is regularly hand selected because the client acknowledges our expertise and quality work.

In addition to working with these private NPOs, our team has done work with local and state government entities, including the City of Knoxville, Knox County, City of Goodlettsville, Nashville Metro Government, State of Tennessee, State of North Carolina, New Hanover County (NC), City of Smithfield (NC), the State of South Carolina, City of Greenville (SC), and many more. Working with these clients has provided our team with a variety of contracting and procurement experiences that will translate well to working with Knox County.

The following pages demonstrate our key team members' expertise, skill, and experience gained through similar projects that translate directly to the Coward Mill Dam Removal project. These team members are the ones that Knox County will be working with directly and will be leading this effort.



KEY PERSONNEL RESUMES



GARY M MRYNCZA, PE, CPESC

PRINCIPAL-IN-CHARGE

IN ASSOCIATION WITH

ETC KCI ENVIRONMENTAL TECHNOLOGIES AND CONSTRUCTION INC.

KCI

28

YEARS OF PROFESSIONAL EXPERIENCE

CERTIFICATIONS & REGISTRATIONS

- PE / CO / 48045
- PE / DE / 15398
- PE / IN / 10810121
- PE / MD / 35447
- PE / NC / 32733
- PE / NJ / 24GE04975700
- PE / SC / 32145
- **PE / TN / 111554**
- PE / VA / 402043332 /
- PE / WI / 40933-6
- Certified Professional in Erosion & Sediment Control (CPESC) / 4314
- Rosgen Level I-IV
- TDEC Erosion & Sediment Control Level I
- OSHA 10-Hour Training

EDUCATION

- BS/Natural Science
- M Eng/Civil Engineering
- BSET/Civil Engineering Technology
- MS/Water Resources

Mr. Mryncza is a senior vice president for KCI Technologies and a vice president for the subsidiary construction company KCI Environmental Technologies and Construction (KCI-ETC). He is currently leading all construction services for KCI including all operational responsibilities for both KCI-ETC and KCI Communications Infrastructure. For the last 14 years, Mr. Mryncza led KCI's Water Market for the company which included all natural resources, water resources, environmental engineering, hazardous waste and geotechnical engineering across KCI's footprint. He is well versed and experienced in all aspects of the environmental restoration process from site assessment, through design and construction, and post-construction operations and maintenance. He has worked on more than a dozen successful dam removal projects, the majority of which followed a turnkey delivery.

PROJECT EXPERIENCE

Cumberland River Compact, Sam Davis Dam Removal Design-Build - Smyrna, TN. Principal-In-Charge. KCI and KCI-ETC completed the engineering and permitting, as well as the construction for the removal of an obsolete dam on the Sam Davis Historic Home Place. The project was the first dam removal used for stream mitigation in the State of Tennessee.

KCI Technologies, Inc., Brady Branch Mitigation Bank, Design-Build - Putnam County, TN. Principal-in-Charge. KCI-ETC was tasked with the design and construction of Brady Branch Mitigation Bank. This stream restoration project involved draining an eleven-acre lake by removing a failing earthen dam and reestablishing three free-flowing tributaries. This resulted in over 3,000 linear feet of restored stream habitat impacted by the impoundment. The new streams were designed using Natural Channel Design techniques to restore ecological function to the watershed. Construction was completed in 2023, and the project is currently in the post-construction monitoring phase until 2029.

American Rivers, Beaverdam Creek Dam Removal, Design-Build - Canton, NC. Principal-in-Charge. KCI-ETC was responsible for the design, permitting and construction for the removal of this 12' tall concrete dam in western NC. The construction was completed in Spring 2024.

Cumberland River Compact, Sevenmile Dam Removal, Design-Build - Nashville, TN. Principal-in-Charge. KCI was contracted by the Cumberland River Compact to provide removal for a dam on Sevenmile Creek. The project involved design, permitting and construction to remove a low head dam that was four feet tall and 25 feet wide.

City of Bloomington, Weimer Dam Removal - Bloomington, IN. Principal-In-Charge. KCI and KCI-ETC performed dam removal and outfall stabilization to the receiving waters for the City of Bloomington Utilities Department. The project de-regulated the dam and tied the finished condition into the adjacent recreation areas.

Cumberland River Compact, Richland Creek Dam Removal - Nashville, TN. Principal-in-Charge. KCI-ETC provided engineering and construction services for the removal of a low head dam that spanned Richland Creek in Nashville, TN. The project included assessment, design and construction for dam removal that was adjacent to a Metro public golf course (which required care in access and materials handling).



ADAM SPILLER, CPESC

PROJECT MANAGER

IN ASSOCIATION WITH

ETC KCI ENVIRONMENTAL TECHNOLOGIES AND CONSTRUCTION INC. KCI

20

YEARS OF PROFESSIONAL EXPERIENCE

CERTIFICATIONS & REGISTRATIONS

- Certified Professional in Erosion & Sediment Control / 6515
- Rosgen Level I-IV
- OSHA HAZWOPER 8-Hour Refresher Course
- TDEC Erosion & Sediment Control Level I

EDUCATION

- MEM/Ecosystem Science and Management
- BS/Biology

Mr. Spiller is a project manager with 20 years of experience specializing in natural resource restoration projects. He has worked on wide ranging types of ecological restoration projects, with a specific concentration in dam removal and stream restoration projects. He understands the complexities of dam removal projects, the importance of the many stakeholders in these projects, and has specific knowledge of this site since he managed the feasibility phase of this project. His educational background in biology and environmental management aids him in understanding the functional implications of ecological restoration projects.

PROJECT EXPERIENCE

American Rivers, Beaverdam Creek Dam Removal, Design-Build - Canton, NC. Project Manager. Adam managed all phases of this project. This KCI-ETC design-build project included assessment, design, permitting, and construction for the removal of this 12' tall concrete dam. There were numerous constraints to this project and the design involved the stabilization of stream banks, the design and construction of engineered riffles, and protection of an adjacent sanitary sewer line. Construction was completed in Spring 2024.

Mountain True and American Rivers, Cranberry Creek Dam Removal, Design-Build - Ashe County, NC. Project Manager. KCI-ETC has been contracted for assessment, design, permitting, and construction of this 20-foot tall, earthen dam on a property immediately adjacent to the Blue Ridge Parkway. The property is set to be donated to the National Park Service. Before the Park Service will accept the donation, the dam must be removed to eliminate any future liabilities associated with the structure. The KCI design and permitting team are in the final stages of design and permitting and construction is planned for summer 2025.

American Rivers, Dam Removal Feasibility Study - Multiple Locations, TN, NC, SC, and GA. Principal-In-Charge. KCI evaluated potential dam removal projects from the "Active 150" list of dams in Tennessee, North Carolina, South Carolina, and Georgia. KCI performed a desktop site feasibility analysis, acquired landowner information for dams, conducted landowner outreach, and performed site reconnaissance on dam history, condition and use/operations, and site constraints. Site-specific information was documented in brief technical memoranda, which contained recommendations for project feasibility, documentation for funding request proposals, and recommendations for next steps for American Rivers. Mr. Spiller facilitated coordination with American Rivers, provided QA/QC on all project deliverables, and conducted site assessments at numerous potential dam removals.

Cumberland River Compact, Richland Creek Dam Removal, Design-Build - Nashville, TN. Project Manager. KCI-ETC provided engineering and construction services for the removal of a low head dam that was four feet tall and 50 feet wide and located on Richland Creek. The project included site assessment, engineering design for the dam removal, and design of a riffle constrictor structure to provide a permanent pool for the adjacent McCabe Golf Course to use for irrigation.



ZACH MRYNCZA, CPESC, CCM

DEPUTY PROJECT MANAGER/CONSTRUCTION LEAD

IN ASSOCIATION WITH

ETC KCI ENVIRONMENTAL TECHNOLOGIES AND CONSTRUCTION INC. KCI

24

YEARS OF PROFESSIONAL EXPERIENCE

CERTIFICATIONS & REGISTRATIONS

- Certified Construction Manager (CCM) / 3512
- Certified Professional in Erosion & Sediment Control (CPESC) / 6318
- TDEC Erosion & Sediment Control Level I
- TDOT Soils & Aggregate Technician
- Rosgen Level I
- TDOT Concrete Field Technician
- TDOT Asphalt Roadway
- OSHA 10-Hour Training

EDUCATION

- MCM/Construction Management
- BA/Psychology

Mr. Mryncza is a certified construction manager that has been involved in the construction of stream restoration and dam removal projects for more than 24 years. As the construction lead on many design build projects, he generally serves as an assistant or co-project manager with the design lead. Mr. Mryncza works hand-in-hand with the design team and leads the estimating and construction plan review during design and then he leads the construction team for project implementation. His years of experience have been a benefit in working with variety of landowners and clients, including, non-profits, private landowners, and municipal entities. This has also made him excellent at problem solving and adaptability, which are critical components of construction in the natural resource field where conditions can be variable and unknown constraints can emerge during construction.

PROJECT EXPERIENCE

Cumberland River Compact, Sam Davis Dam Removal, Design-Build - Smyrna, TN. Construction Manager. KCI-ETC conducted all phases of construction at the site. The construction involved the complete removal of the dam, the stabilization of isolated portions of stream bank throughout the former backwater, the addition of woody debris to the channel, and planting of unforested parts of the easement and buffer. Mr. Mryncza managed all aspects of the construction along with coordination with the Historic home land manager to allow the landmark to stay open to the public during this construction time period. After the dam was removed, new diverse bed features emerged from the backwater and the profile became a mixture of deep pools, shallow riffles, bedrock shelves, and woody debris in various configurations.

KCI Technologies, Inc., Brady Branch Mitigation Bank, Design-Build - Putnam County, TN. Construction Manager. KCI-ETC was tasked with the design and construction of the Brady Branch Mitigation Bank. This stream restoration project involved draining an eleven-acre lake by removing a failing earthen dam and reestablishing three free-flowing tributaries. The mitigation bank resulted in over 3,000 linear feet of restored stream habitat impacted by the impoundment. During construction, Mr. Mryncza dealt with challenging on-site conditions including a high water table and wet conditions, and unmapped bedrock. Construction was completed in 2023, and the project is currently in the post-construction monitoring phase until 2029.

American Rivers, Beaverdam Creek Dam Removal, Design-Build - Canton, NC. Construction Manager. Zach managed the construction phase of this project. This KCI-ETC design-build project included assessment, design, permitting, and construction for the removal of this 12' tall concrete dam. There were numerous constraints to this project and the design involved the stabilization of stream banks, the design and construction of engineered riffles, and protection of an adjacent sanitary sewer line. Construction was completed in Spring 2024.

Cumberland River Compact, Richland Creek Dam Removal, Design-Build - Nashville, TN. Construction Manager. KCI-ETC provided engineering and construction services for a low head dam removal that was four feet tall and 50 feet wide and located on Richland Creek. The project included site assessment, engineering design for the dam removal, and design of a riffle constrictor structure to provide a permanent pool for the adjacent McCabe Golf Course to use for irrigation.



JOSHUA SITZ, QHP

DESIGN & PERMITTING LEAD

IN ASSOCIATION WITH

ETC KCI ENVIRONMENTAL TECHNOLOGIES AND CONSTRUCTION INC.

KCI

13

YEARS OF PROFESSIONAL EXPERIENCE

CERTIFICATIONS & REGISTRATIONS

- TN QHP / 1213-TN22
- NCSU Rivercourse 101: Stream Morphology Assessment
- TN EPSC Level I
- OSHA 10-Hour Training
- Rosgen Level I-IV

EDUCATION

- BS/Environmental Science

Mr. Sitz is the design and permitting lead for KCI in TN. He specializes in stream and wetland restoration, streambank stabilization, and dam removal. He leads a team of engineers and environmental scientists to cover assessment, design, permitting, and construction oversight for these projects in settings throughout TN. Given the numerous design-build projects that he has designed, he has a close working relationship with the construction team and has worked with them on projects his entire career at KCI.

PROJECT EXPERIENCE

Knox County, Bluegrass Lake Watershed Study - Knoxville, TN. Design and Assessment Lead. This study identified and prioritized potential stream restoration and SCM opportunities to improve water quality within a highly developed watershed in the County. KCI developed a PLET model to assess current and future sediment loads within the watershed, along with a detailed GIS assessment of existing stream channels, stormwater paths, and SCMs. KCI also provided concept plans and supporting documentation and data to assist the County in pursuit of American Rescue Plan Act (ARPA) and 319 grant money to implement the prioritized projects.

Vulcan Materials Company, Walker Mill Dam PRM - Sevierville, TN. Project Manager. Vulcan Materials Company requested KCI perform stream assessments and SQT analysis in association with a dam removal project adjacent to a Vulcan mining operation. The project was necessary to offset environmental stream impacts due to expansion of the mining operation. This project involved working with the Vulcan staff, Vulcan's environmental consultant, and the permitting agencies to move this project to a successful conclusion.

KCI Technologies, Inc, Brady Branch Mitigation Bank Design-Build - Putnam County, TN. Design Lead. KCI-ETC was tasked with the design and construction of the Brady Branch Mitigation Bank. This stream restoration project involved draining an eleven-acre lake by removing a failing earthen dam and reestablishing three free-flowing tributaries. The mitigation bank resulted in over 3,000 linear feet of restored stream habitat impacted by the impoundment. The new streams were designed using Natural Channel Design techniques to restore ecological function to the watershed. Construction was completed in 2023, and the project is currently in the post-construction monitoring phase until 2029. Mr. Sitz lead a variety of services for the project including morphologic survey and site assessment, natural channel design, 401/404 permitting, construction plans and SWPPP development, and post-construction monitoring.

Mountain True and American Rivers, Cranberry Creek Dam Removal, Design-Build - Ashe County, NC. Design and Permitting Lead. KCI-ETC has been contracted for assessment, design, permitting, and construction of this 20-foot tall, earthen dam on a property immediately adjacent to the Blue Ridge Parkway. The property is set to be donated to the National Park Service. Before the Park Service will accept the donation, the dam must be removed to eliminate any future liabilities associated with the structure. The KCI design and permitting team are in the final stages of design and permitting and construction is planned for summer 2025.

Cumberland River Compact, Richland Creek Dam Removal - Nashville, TN. Environmental Scientist. KCI provided engineering services for the removal of a low head dam that was four feet tall and 50 feet wide and located on Richland Creek. The project included site assessment, engineering design for the dam removal, and potential installation of a cross vane structure to maintain sufficient water level from the golf course, preparation of permits and supporting documents,and construction oversight.



MICHAEL UNDERWOOD, PE

HYDRAULIC LEAD

IN ASSOCIATION WITH

ETC KCI ENVIRONMENTAL TECHNOLOGIES AND CONSTRUCTION INC. | KCI

13

YEARS OF PROFESSIONAL EXPERIENCE

CERTIFICATIONS & REGISTRATIONS

- PE / GA / 50630
- **PE / TN / 118847**
- TN EPSC Level I & II
- NCDOT Erosion & Sediment Control/ Stormwater Lvl III
- Rosgen Level I
- NCSU Rivercourse 302: HEC-RAS_Stream Restoration
- NCSU Rivercourse 101: Stream Morphology Assessment
- OSHA 10-Hour Training

EDUCATION

- BS/Biological & Agricultural Engineering

Mr. Underwood has over 13 years of professional experience in natural resources and water resources engineering throughout Tennessee, North Carolina, South Carolina, Virginia, Maryland, and Georgia. In the natural resources field, he has experience in stream and wetland restoration, including assessment, design and construction, and low-head and earthen dam removals. In the water resources field, his focus is on drainage design, floodplain analysis, bridge and culvert replacements, erosion control, bridge scour assessments, and BMP design. Mr. Underwood has experience working with multiple DOTs and municipalities. His hydraulic modeling experience includes HEC-RAS, HY-8, ArcGIS, MicroStation, GEOPAK Drainage, OpenRoads, and AutoCAD.

PROJECT EXPERIENCE

American Rivers, Beaverdam Creek Dam Removal, Design-Build - Canton, NC. Hydraulic Engineer. Michael managed the hydraulic modeling and sediment analysis for this project. This KCI-ETC design-build project included assessment, design, permitting, and construction for the removal of this 12' tall concrete dam. The hydraulic modeling was incorporated into the permitting documentation to answer specific questions about likely post construction conditions and the stabilization design for the site. Construction was completed in Spring 2024 and Michael is now leading efforts to complete FEMA floodplain coordination.

KCI Technologies, Inc., Banks Pisgah Mitigation Bank, Design-Build - Dekalb County, TN. Hydraulic Engineer. KCI-ETC was tasked with the design and construction of the Banks Pisgah Mitigation Bank. Michael was on the design team for this project that included over 3,000 linear feet of stream restoration. He lead the hydraulic modeling for the project to ensure that there would be no hydraulic trespass on neighboring properties post-construction.

City of Bloomington, Weimer Dam Removal - Indianapolis, IN. Design Engineer. Michael led the design of this dam removal and outfall stabilization to the receiving waters for the City of Bloomington Utilities Department. The project de-regulated the dam and tied the finished condition into the adjacent recreation areas. Michael performed all of the design components of this project as well as the necessary hydraulic modeling.

Tennessee Department of Transportation, Mitigation Site Remediation Contracts, Design-Build - Statewide, TN. Project Engineer. This series of task orders involved the assessment of more than 30 TDOT mitigation sites covering all four TDOT regions that were found to have deficiencies during monitoring. Sites included stream and wetland restoration projects. After the assessment, a repair strategy was devised and upon approval by TDOT, KCI implemented the repairs and/or re-planted the sites. Mr. Underwood assisted with the review of TDOT stream and wetland monitoring reports and the implementation of the reports; adaptive management recommendations. Repair projects have consisted of bank stabilization, installation of log sills to prevent headcuts, and the placement of rip-rap to repair gullies.

Tennessee Stream Mitigation Program, West Piney River Restoration Maintenance and Monitoring Years 1 and 2 - Dickson, TN. Designer. This project will repair isolated bank and stream problems developed during severe rain events. The maintenance project encompasses spot fixes covering 12,984 linear feet of 4th order stream, 4,281 linear feet of Fielder Branch and 1,123 feet of Coon Creek and their associated riparian buffers on multiple contiguous private properties in Dickson County.



WAYNE TAYLOR

CONSTRUCTION SITE SUPERVISOR

IN ASSOCIATION WITH

26

YEARS OF PROFESSIONAL EXPERIENCE

CERTIFICATIONS & REGISTRATIONS

- OSHA 30-Hour Training

EDUCATION

- HS Diploma

Mr. Taylor has over 25 years of construction experience in stream restoration, wetland restoration, and dam removal throughout Tennessee, North Carolina, Indiana, and Wisconsin. For most of these years Wayne served as a construction manager, managing crews, cost estimating, scheduling, and on the ground implementation. Wayne has worked closely with a variety of both public and private entities. His last assignment was a dam removal in Asheville, NC for a non-profit organization. This project had many constraints, for which Wayne was able to overcome and produce a great project on schedule and on budget. Wayne is proficient at organizing our team and making sure equipment and materials are on site and ready to go when needed.

PROJECT EXPERIENCE

American Rivers, Beaverdam Creek Construction - Canton, NC. Construction Site Supervisor. Wayne managed on the ground construction activities of this project. This KCI-ETC design-build project included assessment, design, permitting, and construction for the removal of this 12' tall concrete dam. There were numerous constraints to this project and the design involved the stabilization of stream banks, the design and construction of engineered riffles, and protection of an adjacent sanitary sewer line. Construction was completed in spring of 2024.

KCI Technologies, Inc., Porterhouse Stream Mitigation Bank - Monroe County, TN. Site Supervisor. KCI-ETC is in the final phase of construction of this 7,800 linear foot stream restoration project. Wayne has worked with the design team to develop a buildable efficient set of plans and a permittable, phased construction process. Currently, Wayne is managing this project with his team of operators, and laborers. This project includes the construction of in-stream structures, channel and bank grading, and working through bedrock conflicts. Construction will be completed late summer of 2024.

KCI Technologies, Inc., Brady Branch Mitigation Bank - Putnam County, TN. Construction Site Supervisor. KCI established the Brady Branch Mitigation Bank in 2022. This stream restoration project involved draining an eleven-acre lake by removing a failing earthen dam and reestablishing three free-flowing tributaries. The mitigation bank resulted in over 3,000 linear feet of restored stream habitat impacted by the impoundment. The new streams were designed using Natural Channel Design techniques to restore ecological function to the watershed. Construction was completed in 2023, and the project is currently in the post-construction monitoring phase until 2029.

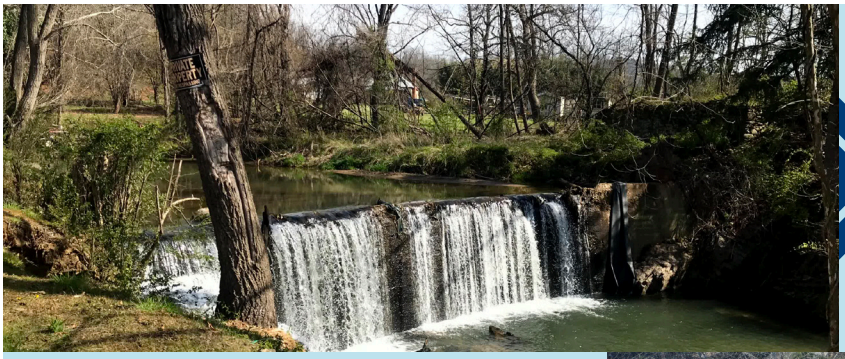
Cumberland River Compact, Sam Davis Dam Removal Construction - Smyrna, TN. Construction Site Supervisor. KCI-ETC conducted all phases of construction at the site, which was at a historic property that was open to the public for tours of the grounds and historic home. The construction involved the complete removal of the dam, the stabilization of isolated portions of stream bank throughout the former backwater, the addition of woody debris to the channel, and planting of unforested parts of the easement and buffer. Wayne managed KCI-ETC's on the ground construction team members and was able to streamline the construction schedule from five weeks to three weeks. This allowed for the client and landowners to allow open access to the historic home during construction.

SIMILAR PROJECTS

BEAVERDAM CREEK DAM REMOVAL

CANTON, NC

Erin McCombs // emccombs@americanrivers.org // 828-649-7887



BEFORE CONSTRUCTION

AFTER CONSTRUCTION



Project Dates: 01/2021 - 05/2024
Project Size: 2' tall by 64' wide, 600 LF backwater
Actual Cost: $120K
Construction Budget: $190K
Key Personnel Involved: Adam Spiller, Gary Mryncza, Josh Sitz, Michael Underwood

KCI-ETC was selected by American Rivers to complete this Design-Build dam removal project. Our team worked with American Rivers and other project stakeholders to provide assessment, design, hydrologic/hydraulic analysis, permitting, and construction services for removing a 12' tall by 64' wide, 600 LF backwater reinforced concrete dam on Beaverdam Creek. While straightforward on the surface, this project had numerous constraints that made it complicated and challenging, including a torturous meander bend that could not be adjusted, an immediately adjacent sewer line, a limited stream length to account for the significant grade loss associated with the dam removal, regulatory agencies that were in conflict about the best approach for the project, and a landowner that was challenging to work with.

The goals of the project included removal of the dam, which was an aquatic organism passage obstruction, stabilization or the stream bed and banks to prevent unchecked headcutting and streambank erosion, and the stabilization of the bank near the adjacent sanitary sewer line. The design accomplished these goals and the project has been stable through a series of high flow events in early summer 2024. During construction, our design team worked closely with our in-house construction team to ensure that all permit conditions were closely adhered to and that the design was able to adapt to the conditions once the water levels receded and sediment levels were stabilized. The clean concrete was able to be reused as a base for instream structures and the sediment was allowed to move downstream naturally after a phase 1 notching of the dam. After the dam was removed, the sediment in the stream became more coarse and trout from the receiving water, the Pigeon River, were able to move into the upstream reaches of Beaverdam Creek. Project construction was completed in early 2024.

Project video: https://www.youtube.com/watch?v=tVMR4H_A2Ws&t=82s

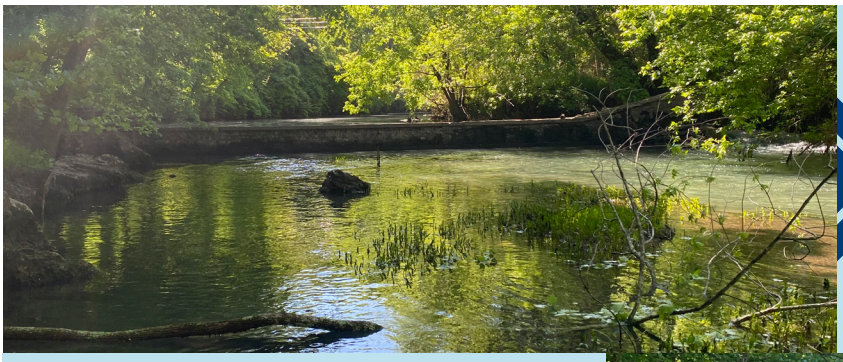


DURING CONSTRUCTION

SAM DAVIS DAM REMOVAL

KNOXVILLE, TN

Mekayle Houghton // mekayle.houghton@cumberlandrivercompact.org // 615-210-9600



BEFORE CONSTRUCTION

AFTER CONSTRUCTION



Project Dates: 11/2023 - Ongoing
Project Size: 95' wide, 5' tall dam, with backwater of over 9K LF of stream
Actual Cost: $339K
Construction Budget: $339K
Key Personnel Involved: Adam Spiller, Gary Mryncza, Zach Mryncza, Josh Sitz, Conor Veenemen, Wayne Taylor

This project involves the design-build process for dam removal on Stewart Creek. The dam, located on the Historic Sam Davis Home and Plantation property, was a lowhead dam approximately five feet tall and 80 feet wide. The dam was built over 70 years ago to create an aesthetically pleasing ponded condition on Stewart Creek. At the time, this ponded portion of the channel was considered an asset to the historic property. Since then, the dam fell into disrepair with leaks, small cut offs forming, and bank erosion occurring on the side of the dam. The dam created an upstream backwater of over 2,500', the depth of which varied from 1' to 5' under normal flow conditions. The dam was constructed of natural stacked stone with concrete cap. The dam tied into boulders and bedrock on one side of the stream and the other side of the stream was an earthen tie in, which is where erosion had occurred. There was not a significant amount of sediment impounded by the dam and a watershed analysis indicated no history of significant pollutant sources upstream.

The dam was targeted for removal by the Cumberland River Compact to generate stream mitigation credits for their In-Lieu Fee Program. KCI is conducting feasibility analysis, design, mitigation planning, permitting, and construction. KCI worked with the regulatory agencies to determine the amount of credit that this project would generate given the site constraints. This was the first dam removal project of this kind to generate stream mitigation credits in the state.

KCI-ETC conducted all phases of construction at the site, which involved the complete removal of the dam, the stabilization of isolated portions of stream bank throughout the former backwater, the addition of woody debris to the channel, and planting of unforested parts of the easement and buffer. After the dam was removed, new diverse bed features emerged from the backwater and the profile became a mixture of deep pools, shallow riffles, bedrock shelves, and woody debris in various configurations.

Post construction, our team completed an as-built report and first year monitoring data collection and report for the project. The project is currently in monitoring until successful regulatory closeout.



DURING CONSTRUCTION

BRADY BRANCH MITIGATION BANK

PUTNAM COUNTY, TN

Private Mitigation Bank // No reference for this project



BEFORE CONSTRUCTION



AFTER CONSTRUCTION

Project Dates: 06/2021 - 08/2023
Project Size: 3.0K LF of stream, 13-acre site
Actual Cost: $520K
Construction Budget: $520K
Key Personnel Involved: Adam Spiller, Gary Mryncza, Zach Mryncza, Josh Sitz, Wayne Taylor

KCI-ETC was a partner on this project near the Town of Monterey. It is unique because the project involved the removal of an earthen dam and the design of an old lakebed into a functional stream and wetland system. The dam that controlled the lake prior to restoration was breached in 2019. This decreased the size of the 11-acre lake by half. The property was bought by a mitigation banking partner and KCI was tasked with the assessment, design, and construction of the stream restoration project. The stream restoration design was conducted while the lake was still partially full. The design involved a Priority 1 approach so that the bed of the lake and the floodplain of the restored stream would be at the same elevation. Additionally, this floodplain will be restored to a riparian wetland. The project utilized the Stream Quantification Tool (SQT) to develop the mitigation credits for the project. The bank is anticipated to produce 2,281 functional foot credits. The stream will be restored by positioning it to its presumably former landscape position, which is the valley low point. The stream will have functioning riffles, pools, and other instream habitat features, like woody debris and gravel. A riparian buffer will be planted with native trees, shrubs, and herbaceous species which will provide bank stabilization, long-term woody debris, and shade for the stream reach. Additionally, KCI-ETC's specialty contracting group built the stream restoration project. The project construction began by draining and dewatering the existing lake. Given the small drainage area, previous dam breach, and the low sediment supply from Brady Branch's upstream reaches, accumulated sediment (fine silt) in the bottom of the lake only measured 8-14" deep and was disposed of on-site. Once the lake was drained and dewatered, the remaining portion of the dam was removed. Following the lake draining and dam removal, a temporary diversion channel was built to redirect flow into the channel downstream of the dam. This allowed the newly exposed lake bed to settle and dry prior to stream construction. Once completed, the stream was built according to plans. The site was planted in December 2023, and 2024 was the first site monitoring year. KCI will monitor the stream and generate reports for submission throughout the project's monitoring period.



DURING CONSTRUCTION

MANSKER CREEK BANK STABILIZATION

GOODLETTSVILLE, TN

Mekayle Houghton // mekayle.houghton@cumberlandrivercompact.org // 615-210-9600



BEFORE CONSTRUCTION

AFTER CONSTRUCTION



Project Dates: 05/2019 - 03/2021
Project Size: 250' long, 15' tall bank
Actual Cost: $173K
Construction Budget: $173K
Key Personnel Involved: Adam Spiller, Gary Mryncza, Zach Mryncza, Josh Sitz

KCI provided design-build services to perform bank stabilization on a severely eroding 250 foot-long, 15-foot-tall outer bank on Mansker Creek, a stream with a 20-square mile drainage area in a public park in Goodlettsville. Besides the stream impairment itself, the eroding bank forced the closure of the adjacent greenway that was being undermined and collapsed in several areas. The greenway is a heavily used corridor in one of the City's busiest parks. The project team was able to keep this project on schedule, on budget, exceed client expectations, and adapt to scope changes. Based on the success of the first phase of the project, KCI has subsequently been contracted to stabilize additional sections of the Mansker Creek in this park. The goals for this project were to reduce sedimentation in the Cumberland River Basin and protect existing greenway infrastructure while meeting strict scheduling and budget requirements. The schedule requirements were strict due to the busy schedule of the park and the fact that the area was immediately adjacent to active sports fields and greenway. Given that this project was applying a targeted stabilization instead of a reach-wide restoration, it involved additional risk because up and downstream channel hydraulics remained unaltered; we needed to develop a design to maintain the integrity of the bank as a long-term solution, which involved boulder vanes and toe and vegetated soil lifts. Even given these challenges, construction moved forward efficiently and on budget. We were in regular communication with the City and worked out an agreement with the Parks and Recreation maintenance group to remove excess materials and spoil from the job site, which allowed us to lower construction costs.



DURING CONSTRUCTION

RICHLAND CREEK DAM REMOVAL

NASHVILLE, TN

Mekayle Houghton // mekayle.houghton@cumberlandrivercompact.org // 615-210-9600



BEFORE CONSTRUCTION



AFTER CONSTRUCTION

Project Dates: 05/2014 - 12/2014
Project Size: 50' wide, 4' tall dam
Actual Cost: $68K
Construction Budget: $68K
Key Personnel Involved: Adam Spiller
Gary Mryncza
Josh Sitz
Michael Underwood
Zach Mryncza

KCI provided design, permitting, and construction oversight to remove a low head dam on Richland Creek for the Cumberland River Compact. This dam removal was the first to occur in the Nashville Metro area and involved many local stakeholders. The low head dam was approximately four feet tall and 50 feet wide. The dam backwatered over 800 linear feet of Richland Creek, whose watershed drains over 23 square miles of Metro Nashville and leads to the Cumberland River.

KCI conducted a feasibility study to determine the cost for removal and if the impounded sediment was polluted. KCI then designed the removal and provided Tennessee Department of Environment and Conservation and the US Army Corps of Engineers permitting. In addition to the dam removal, KCI designed a solution to maintain a small standing pool of water for the nearby golf course to use for irrigation, which was the original intent when the dam had been constructed 40 years earlier. The final design included a constructed riffle/constrictor structure built with boulders and reuse of sediment impounded upstream of the dam. This structure mimics a natural riffle, allowing aquatic organism passage and maintaining the irrigation pool for the golf course. The dam was removed and the banks were stabilized within two days and the project approved by partners including the Cumberland River Compact, Metro Nashville government, and the Nature Conservancy. This project won an ACEC of Tennessee Engineering Excellence Award.



DURING CONSTRUCTION

PROJECT DESIGN & APPROACH

As mentioned earlier in this proposal, KCI-ETC and KCI Technologies are essentially the same entity and as such there are no barriers between our engineering team and our construction team. All of our design staff have spent significant time working hand-in-hand with our construction crew. This does not mean just conducting construction observation and inspection. Our design staff are frequently part of our construction team when they are onsite. In addition to checking design standards, as-built conditions, answering questions, and helping with constraints in the field, our design staff will frequently run the track truck, operate the grade rod, install live stakes, and install coir matting on stream banks. Conversely, our construction staff will sit in during design meetings to discuss construction feasibility early in the design process and will ask questions and provide feedback during the design process. This close collaboration eliminates significant hurdles, reduces issues encountered in the field during construction, and creates a smooth transition from design to construction. This working relationship and collaboration has proven successful over many years of project implementation. Specifically, the project manager (Mr. Spiller) has worked with the assistant project manager/ construction manager (Mr. Z. Mryncza) and the construction site supervisor (Mr. Taylor) since 2005. The design lead (Mr. Sitz) and the hydraulic lead (Mr. Underwood) have worked with Mr. Z. Mryncza since 2011. These longstanding relationships prove meaningful for all of our design-build projects. The table below highlights recent design-build projects that this team has successfully implemented.

SIMILAR DAM REMOVAL PROJECTS								
Project Name & Location	Client	Site Assessment/ Feasibility Study	Dam Removal Design	Stream Restoration Design	Permitting	Construction Services	Construction Oversight	Post Construction Monitoring
Beaverdam Creek Dam Removal Haywood County, NC	American Rivers	■	■	■	■	■	■	
Richland Creek Dam Removal Nashville, TN	Cumberland River Compact	■	■	■	■	■	■	■
Dog Bite Stream Restoration & Waste Pond Decommissioning Bakersville, NC	NC Division of Mitigation Services	■	■	■	■	■	■	■
Sevenmile Creek Dam Removal Nashville, TN	Cumberland River Compact	■	■		■	■	■	
Mill Dam Creek Stream Restoration & Farm Pond Dam Removal Yadkin County, NC	NC Division of Mitigation Services	■	■	■	■	■	■	■
Nashville Zoo Dam Removal Nashville, TN	Cumberland River Compact	■	■	■	■	■	■	
Neelys Bend Stream Restoration Madison, TN	Private Stream Mitigation Bank	■		■	■	■	■	■
Cumberland Springs Dam Removal Moore County, TN	The Nature Conservancy	■						
Weimer Lake Dam Removal Bloomington, IN	City of Bloomington	■	■	■	■	■	■	
McRedmond Farm Dam Remnant Removal Nashville, TN	Cumberland River Compact	■	■		■	■	■	
Chandler Cove Dam Remnant Removal Nashville, TN	Cumberland River Compact	■	■		■	■	■	
Spence Creek Stream Restoration & Barrier Removal Murfreesboro, TN	TDOT	■	■	■				
Sam Davis Dam Removal Smyrna, TN	Cumberland River Compact	■	■	■	■	■	■	■
Richland Creek Dam Removal Study Nashville, TN	Cumberland River Compact	■						
Cranberry Creek Pond Dam Removal Wilkes County, NC	Mountain True/ American Rivers	■	■	■	■	■	■	
Lucky Landing Stream Restoration Canon County, TN	Mitigation Bank	■	■	■	■	■	■	■

DESIGN APPROACH

This technical proposal describes how the KCI-ETC team will handle the different components of the project scope. In general, this project has been set up for success with the due diligence and pre-proposal work that has been done by the project partners.

Kickoff Meeting

The initial kickoff meeting sets the tone and direction for the entire project and will set the stage for the schedule, deliverables, and other critical components such as coordination with CSX and the construction of the new Coward Mill Road bridge. This gathering is the first step in creating an atmosphere of open communication and a transparent work flow between the County and the design-build team. The kickoff will include all of our key team members. KCI-ETC maintains a cohesive project staff throughout the life of the project. This is a product of how we manage our projects, and we pride ourselves on a long history of high employee retention. These project components will be documented in a meeting memo, so that the project starts with all partners being on the same page.



Critical Path

Our team has identified that the critical path will be determined by CSX coordination. KCI-ETC has already established contacts at CSX and their consulting partner STV. While the bridge project may have already coordinated with CSX, the dam removal will be a new project and will require project initiation. Once initial coordination begins, getting KCI-ETC surveyors onsite to conduct the necessary survey will be the first critical step to moving forward on this whole process. Our surveyors have years of experience surveying streams for restoration purposes. Our design team works closely with our surveyors to make sure that the necessary data is collected the first time and there is no need for additional trips, which can delay the project.

As the coordination with CSX moves forward, the design team will also be working on the project design and additional project assessment. There is minimal additional assessment that needs to take place to move this project forward to design. The assessment that is necessary involves refamiliarizing our design and construction team with the site, so that when we collaborate on design, we're sure that the plans and construction sequence are a constructable, cohesive set of plans. During this time, any additional requirements for permitting will also be conducted. This will involve an archeological assessment of the site. Given the limited land disturbance associated with this project, there is not a large area to assess, but it will likely be required by the USACE.



The design for this site will primarily involve the deconstruction of the dam and how that sequence will occur (see concept plan on page 21). There will also be stabilization of the banks surrounding the dam and any other areas in the work area that may need stabilization. Our experience with dam removal projects has revealed that a set of plans that incorporates adaptive measures and flexibility is practical and beneficial to the success of the project. This means that there is acknowledgment that as the dam is removed the upstream conditions of the stream may change or they may be exactly as expected. Either way, we want the plans to incorporate structures and stabilization practices that can be used depending on what is necessary at the time. If plans are not flexible enough the site may be "overbuilt" with too much structure or alternatively they may not be enough to stabilize the site as required. The stabilization measures that will be included cover a wide range of nature-based stabilization solutions, primarily using wood habitat structures complemented with rock and/or boulder structures. Our work with the regulatory agencies on dam removal projects in the past has shown that they are receptive to an adaptive set of plans and understand the constraints of dam removal projects. Cases where the regulators are not familiar with dam removal projects, is a great opportunity to communicate about the uniqueness of these projects and the best ways to make sure they are successful.

Project Construction

As the project approaches construction our team will coordinate with the County to make sure that the schedule is well established and site access and project sequence is clear. The pre-construction meeting will establish lines of communication for construction, a progress meeting schedule, and discuss other site considerations such as erosion control and project documentation. Our team has multiple Level 1 and 2 TN EPSC certified staff. They will be available to conduct inspections, and if necessary, repairs, to confirm that the site is in compliance with the approved erosion control plans and construction general permit. Our design team will conduct regular site visits to work with our construction team to help answer questions and make any adaptive changes as the work progresses as discussed above. Any of these changes will be captured in a set of record drawings and progress reports. Planting will be the last phase of construction and will follow the approved planting plan in the design. The construction phase will be completed with approval by the County to make sure that County staff are satisfied with the result before demobilization.



As-Built Survey

Following construction, an as-built survey will be conducted for the purposes of FEMA coordination. In addition to all of the construction documentation required by the County's Final Completion process, the as-built survey will also be provided. These as-built conditions will be documented as per the permits and an as-built report will be provided to regulators. Yearly monitoring will occur as outlined in the permit conditions.

Monitoring

The purpose of this monitoring is to make sure that as-built conditions are generally stable and that any evolution or change that is observed onsite is within the set of acceptable limits for these types of projects. A key component to a project like this is shared expectations. This means that all stakeholders have to have a shared set of expectations for site conditions post dam removal. Throughout the course of this project KCI-ETC will work with the County, the regulators, and any other stakeholders to make sure that there is a set of shared expectations. The monitoring reports will illustrate the evolution of the project to meet these shared expectations.





KCI TECHNOLOGIES

Coward Mill Dam Removal
Concept Plan
Knox County, TN

N
W E
S

0 10 20 40
Feet

PROPOSED CONSTRUCTION SCHEDULE

SHEDULES

PROPOSED MASTER SCHEDULE		
Milestone	Completion date	Schedule Notes
Notice to Proceed (NTP)	October 2024	1. CSX coordination and approval will vary based on their review timelines and requirements. Coordination will be ongoing throughout the project and proposed completion date is based on best available information at present. 2. Both final design plans and permit approval completion are dependent on agency review timelines. Based on past project experience, federal and state agency permit review timelines are highly variable. The proposed completion date is based on current specified agency review timelines. 3. Any delays caused by CSX coordination or Permit Approvals may affect the schedule of future milestones
Site Assessment and Survey	October/November 2024	
CSX Coordination	October/November 2024 and Ongoing	
FEMA Coordination / H&H Analysis	Ongoing throughout project	
Cultural/Archaeological Survey	November 2024	
Permit Application Submittals	November 2024	
SUBMISSION OF GUARANTEED MAXIMUM PRICE	**On or Before November 26, 2024**	
Final Design Plans	March 2025	
Permit Approvals	April 2025	
Construction	June – August 2025	
Planting	November/December 2025	
As-Built Report	December 2025	
Monitoring Year 1	September 2026	
Monitoring Year 2	September 2027	
Monitoring Year 3	September 2028	

GMP Timing

By establishing the guaranteed maximum price concurrent with the submission of permit applications, the design-build team will be in a position where construction plans are sufficiently advanced to the point that decisions related to sequencing, materials handling and disposal, collaboration with others (if other adjacent construction is ongoing), and/or water management can be evaluated further for cost savings. At the same time, the design-build team will maximize efficiency by utilizing the time during agency permit review when we have the least control over the driving schedule. This GMP timing also provides ample opportunity to incorporate any value-based or efficiency changes into the final construction plans.

PHASED CONSTRUCTION SCHEDULE		
Milestone	Duration	Completion Date
Pre-Construction Meeting	1 Day	June 2025: Week 1
Mobilization	5 Days	June 2025: Week 1
Dam Notching & Water Lowering	15 Days	June 2025: Weeks 2 & 3
Dam Demolition & Materials Handling	15 Days	June/July 2025: Weeks 4 & 5
Streambank and Site Stabilization	20 Days	July 2025: Weeks 6 through 8
Project Walkthrough & Punchlist	1 Days	July/August 2025: Week 8 or 9
Project Closeout	5 Days	August 2025: Week 9
De-Mobilization	5 Days	August 2025: Week 10
Planting	5 days	November/December 2025 (during dormancy)

Current Workload

1
Porterhouse Valley Stream Restoration
Private Mitigation Bank
Ongoing - October 1, 2024
Budget: $1.0M
Location: Englewood, TN

2
Camp Cove Stream Restoration
Private Mitigation Bank
October 1, 2024 - December 1, 2024
Budget: $500K
Location: Gallatin, TN
Design & Permitting Complete: Construction Ready

3
Morgan Branch Stream Restoration
North Carolina Division of Mitigation Services
December 1, 2024 - March 31, 2025
Budget: $750K
Location: Asheville, NC
Design & Permitting Complete: Construction Ready

4
Cranberry Creek Dam Removal and Stream Restoration
Mountain True
April 1, 2025 - May 1, 2025
Budget: $250K
Location: Jefferson, NC
Design: Complete / Permitting: Currently in review

5
Coward Mill Dam Removal
Proposed for Knox County, TN
Design & Permitting: October 2024 - April 2025
Construction: June 2025 - September 2025

6
Zeb Creek Stream and Buffer Restoration
Private Mitigation Bank
Schedule TBD, but have flexibility to begin construction anytime before December 1, 2025
Budget: $800K
Location: Gibsonville, Rockingham County, NC
Design: Complete / Permitting: Currently in review

Personnel Availability

There are no current commitments for the proposed design and/or permitting team that would affect their availability for the Coward Mill Dam Removal pre-construction (up to GMP) or final design scope of services. As has been presented in the projected workload for KCI-ETC (above), the design build team's construction resources are fully available to complete the Coward Mill Dam Removal, as proposed. Additionally, KCI-ETC maintains the flexibility to push the construction start up to three months if unanticipated delays were to occur.



CONSTRUCTION SERVICES FIXED FEE % (AS A % OF TOTAL DESIGN BUILD COST): 10%

The Construction Services Fixed Fee % includes the KCI-ETC overhead and profit proposed for the Coward Mill Dam Removal. This percentage also includes relevant hours associated with the project accountant billing the project and contract administration time for the project principal-in charge.

Construction General Conditions Budget (monthly): $32,000

- Project Manager $20,000
- Safety Measures $250
- Storage Trailer(s) $200
- Portable Toilet $150
- Trash Collection and Disposal $1,500
- Temporary Construction Utilities N/A
- Telephone/Wireless $500
- Vehicles $6,000
- Fuel $1,100
- Office Equipment, Furniture, Supplies and Expenses N/A
- Insurance including GL, Auto and Workman's Compensation $1,300
- Payment & Performance Bonds $1,000
- Printing and Photographs N/A

Conceptual Coward Mill Dam Removal Pricing:

- Pre-Construction Professional Services $200,000
  - Includes: Additional Site Assessment, Topographic Survey and Base Map Preparation, CSX Coordination and CSX Consultant Review, H&H Analysis and FEMA Coordination, Cultural Resources/Archeology Survey, Design Development (60%), Permitting, and GMP Development.
- Pre-Construction Contingency $20,000
- Final Design $25,000
- Construction $225,000
- Construction Contingency $20,000
- Post-Construction Professional Services $72,000
  - Includes: As-Built Survey, As-Built Baseline Report, and three years of post-construction monitoring and report preparation/ submission.
- Construction Services Fixed Fee (excluding Contingencies) $52,200

FIRM LICENSURE

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

402560

KCI ENVIRONMENTAL TECHOLOGIES AND
CONSTRUCTION INC.

ID NUMBER: 54980
LIC STATUS: ACTIVE
EXPIRATION DATE: May 31, 2025

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:RYAN MCDAVITT
KCI ENVIRONMENTAL TECHOLOGIES AND CONSTRUCTION INC.
4505 FALLS OF NEUSE RD STE 400
RALEIGH, NC 27609

State of Tennessee

402560

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
KCI ENVIRONMENTAL TECHOLOGIES AND CONSTRUCTION INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 54980
LIC STATUS: ACTIVE
EXPIRATION DATE: May 31, 2025
$1,500,000.00; HRA-A; HRA-E; MU-C

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

KCI ENVIRONMENTAL TECHNOLOGIES AND CONSTRUCTION, INC
936 RIDGEBROOK ROAD
SPARKS, MD 21152

August 21, 2024

Request Type: Certificate of Existence/Authorization
Request #: 0597885

Issuance Date: 08/21/2024
Copies Requested: 1

Document Receipt

Receipt # : 009196961	Filing Fee: $20.00
Payment-Credit Card - State Payment Center - CC #: 3880265720	$20.00

Regarding: **KCI ENVIRONMENTAL TECHNOLOGIES AND CONSTRUCTION, INC.**

Filing Type:	For-profit Corporation - Foreign	Control # :	492205
Formation/Qualification Date:	04/21/2005	Date Formed:	10/24/1997
Status:	Active	Formation Locale:	DELAWARE
Duration Term:	Perpetual	Inactive Date:	

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

KCI ENVIRONMENTAL TECHNOLOGIES AND CONSTRUCTION, INC.

* a Corporation formed in the jurisdiction set forth above, is authorized to transact business in this State;

* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has filed the most recent annual report required with this office;

* has appointed a registered agent and registered office in this State;

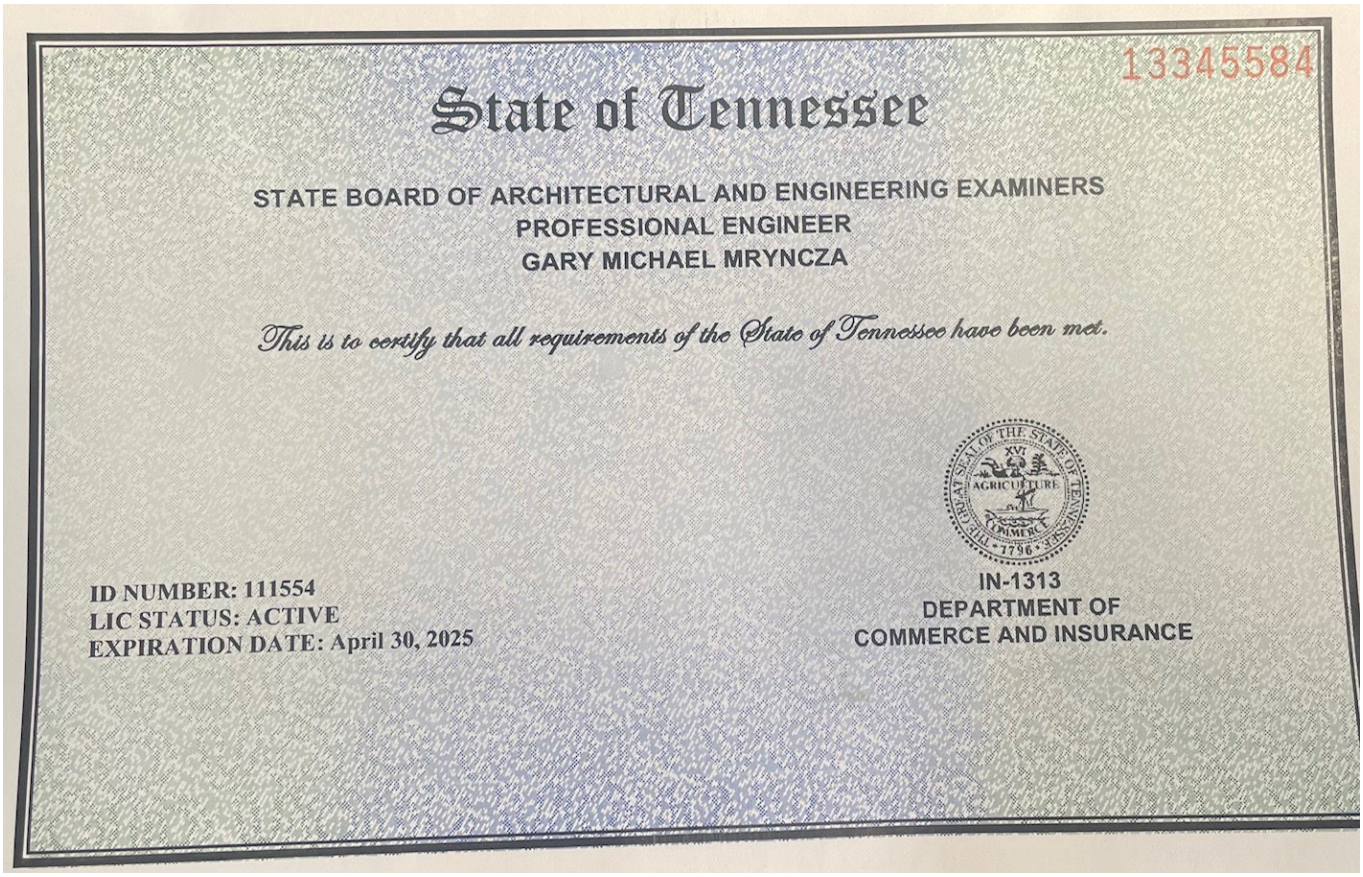
* has not filed an Application for Certificate of Withdrawal.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 069356026

KEY TEAM MEMBER LICENSURE



13345584

State of Tennessee

STATE BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
PROFESSIONAL ENGINEER
GARY MICHAEL MRYNCZA

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 111554
LIC STATUS: ACTIVE
EXPIRATION DATE: April 30, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

ENVIROCERT International, Inc.

EnviroCert International, Inc.
3054 Fite Circle, Suite 108, Sacramento, CA 95827
(279) 888-6911 | www.envirocert.org

Gary Michael Mryncza

CPESC

Certified Professional in Erosion and Sediment Control

4314	31-Dec-2024
CERTIFICATION NO.	EXPIRES

EnviroCert International, Inc.
3054 Fite Circle, Suite 108, Sacramento, CA 95827
(279) 888-6911 | www.envirocert.org

Adam Leonard Spiller

CPESC

Certified Professional in Erosion and Sediment Control

6515	6-Aug-2025
CERTIFICATION NO.	EXPIRES

The Construction Manager Certification Institute

CCM

Certified Construction Manager

Zachary Mryncza

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

3512	April 2015
CMCI #	Certification Date
CMCI Board of Governors Chair	April 2027
	Valid Through

EnviroCert International, Inc.
3054 Fite Circle, Suite 108, Sacramento, CA 95827
(279) 888-6911 | www.envirocert.org

Zachary Francis Mryncza

CPESC

Certified Professional in Erosion and Sediment Control

6318	17-Apr-2025
CERTIFICATION NO.	EXPIRES



Tennessee Department of Environment & Conservation

This is to certify that

Joshua Sitz

has successfully completed the four-day course to become a Tennessee Qualified Hydrologic Professional

1213-TN22

Jennifer Dodd, Director DWR

Timothy Gangaware, TNWRRC

State of Tennessee

13996434

STATE BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
PROFESSIONAL ENGINEER
MICHAEL THOMAS UNDERWOOD

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 118847
LIC STATUS: ACTIVE
EXPIRATION DATE: June 30, 2026

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Society of Wetland Scientists
Professional Certification Program, Inc

grants the designation

Professional Wetland Scientist

For

Conor Veeneman

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 8/22/2024.
Professional Wetland Scientist number 3135. Due to recertify by 9/20/2029.

Nancy Lyn, SPWS
President

Robert D. Shannon, Ph.D., PWS
Review Panel Chair

ATTACHMENTS

KCI-ETC has provided the required attachments, Knox County Insurance Checklist, the Affidavit of Compliance with Drug Free Workplace, the Non-collusion Affidavit of Prime Proposer, and the Affadavit of Compliance Iran Divestment Act/No Boycott of Israel forms, on the following pages.

EXHIBIT 2
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFP NUMBER 3584

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGRE GATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE AND WORKERS' COMPENSATION. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE.

AGENCY NAME: Lyons Insurance Agency, Inc. **AUTHORIZING SIGNATURE:** James Watson

PROPOSER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSER NAME: KCI Environmental Technologies and Construction, Inc. **AUTHORIZING SIGNATURE:**

EXHIBIT 3
RFP NUMBER 3584

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by construction contractor with 5 or more employees)

I, Gary Mryncza, PE, CPESC, President or other Principal Officer of KCI Environmental Technologies and Construction, Inc., swear or affirm that the Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Name of Company

President or Principal Officer

For: KCI Environmental Technologies and Construction, Inc.

Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Gary M Mryncza,

President or Principal Officer of KCI Environmental Tech & Const.,

On this 3rd day of September 2024.

Notary Public

My Commission expires 9/8/25

EMILY HAWARAH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-08-2025

EXHIBIT 4
RFP NUMBER 3584

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF Tennessee)

COUNTY OF DAVIDSON)

Gary Mryncza, being first duly sworn, deposes and says that:

1. He/She is Vice President of KCI Environmental Technologies and Construction, Inc., the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposer in connection with the Contract for which the attached Proposal has been submitted or to refrain from Proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Knox County, TN, or any person interested in the proposed contract;

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Vice President
(Title)

Subscribed and sworn to before me this 3rd day of September, 2024

(Signature)

My commission expires 9/8/25

EMILY HAWARAH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-08-2025

EXHIBIT 5
RFP NUMBER 3584

AFFIDAVIT OF COMPLIANCE
IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes Gary Mryncza, PE, CPESC, for and on behalf of
(Printed name of Principal Officer of Company)

KCI Environmental Technologies and Construction, Inc., (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Signature

Title: Vice President

Sworn to and subscribed before me, a Notary Public, this 3rd day of September, 2024.

Notary Public
My Commission Expires:
9/8/24

EMILY HAWARAH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 09-08-2025

VALUE ADDED

KCI-ETC does not have any additional information to include in this section.

EXCEPTIONS

KCI-ETC has no exceptions to this solicitation.

Attachment C

Contractor's Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2024

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

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

PRODUCER Lyons Insurance Agency Inc 501 Carr Road, Suite 301 Wilmington DE 19809	**CONTACT NAME:** James Watson **PHONE (A/C, No, Ext):** 302-472-2909 **FAX (A/C, No):** 302-658-1253 **E-MAIL ADDRESS:** lyons@lyonsinsurance.com
INSURED KCITECH-01 KCI Environmental Technologies and Construction, Inc. 500 11th Avenue North Nashville TN 37203	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Insurance Company of Pittsburg — 19445 **INSURER B :** Great American Insurance Co. — 16691 **INSURER C :** New Hampshire Insurance Company — 23841 **INSURER D :** Zurich American Insurance Co — 16535 **INSURER E :** Twin City Fire Insurance Company — 29459 **INSURER F :** Evanston Insurance Company — 35378

COVERAGES **CERTIFICATE NUMBER:** 2143981249 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	522-24-13	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractual Liab.	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	448-95-82	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Physical Dam.	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	TUU 0-20-29-25-13	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 012-01-6190	4/1/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D E F	Contractor Equip. - Leased/rented Crime - Third Party Ocean Marine	Y Y Y		CPP 4613089-13 44 KB 0260907-23 9CD6319-8	1/1/2024 1/1/2024 3/8/2024	1/1/2025 1/1/2025 3/8/2025	Leased/Rented Equip Per Occurrence Protection/Indemnity	500,000 1,000,000 1,000,000

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

Project: Design Build Services – Coward Mill Dam Removal for Knox County, Tennessee

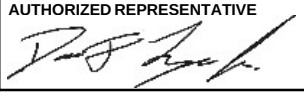
CERTIFICATE HOLDER

Construction and Contract Specialist
Knox County Procurement
Office: 865-215-5753
1000 N. Central Street, Suite 100
Knoxville TN 37917

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. 448-95-82
issued to KCI TECHNOLOGIES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

 Includes copyrighted material of Insurance Services Office, Inc. with its permission.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. 448-95-82
issued to KCI TECHNOLOGIES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders withi n 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer.**

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024

forms a part of Policy No. 448-95-82

issued to KCI TECHNOLOGIES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. NINETY (90)* days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law(s).**

Authorized Representative or Countersignature (in States Where Applicable)

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024

forms a part of Policy No. 448-95-82

issued to KCI TECHNOLOGIES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

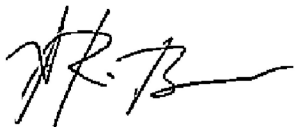
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or Countersignature (in States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024

forms a part of Policy No. 448-95-82

issued to KCI TECHNOLOGIES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

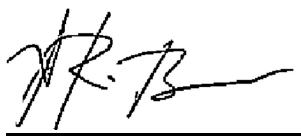
Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

FORMS SCHEDULE

EFFECTIVE DATE: 04/01/2024

NAMED INSURED: KCI TECHNOLOGIES, INC

POLICY NO: 522-24-13

CG00010413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG02011217	MARYLAND CHANGES
CG02241093	EARLIER NOTICE OF CANCELLATION PROVIDED BY US
CG20011219	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
CG20101219	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG20121219	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS
CG20151219	ADDITIONAL INSURED - VENDORS
CG20321219	ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED
CG20341219	ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU
CG20371219	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG21070514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG21320509	COMMUNICABLE DISEASE EXCLUSION
CG21411219	EXCLUSION - INTERCOMPANY PRODUCTS SUITS
CG21471207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG21541219	EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM
CG21550999	TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG21861204	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG22430413	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
CG22741001	LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY
CG24041219	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
CG24121185	BOATS
CG24171001	CONTRACTUAL LIABILITY - RAILROADS
CG26731204	MARYLAND CHANGES - PREMIUM AUDIT CONDITION

IL00171198	COMMON POLICY CONDITIONS
IL00210908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL00230702	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL01090908	VERMONT CHANGES - CIVIL UNION
IL01150110	NEVADA CHANGES - DOMESTIC PARTNERSHIP
IL01171210	INDIANA CHANGES - WORKERS' COMPENSATION EXCLUSION
IL01201013	PENNSYLVANIA CHANGES - DEFENSE COSTS
IL01251113	COLORADO CHANGES - CIVIL UNION
IL01260908	VERMONT CHANGES - STATUTORY LIABILITY
IL01350121	NEW HAMPSHIRE CHANGES - CANCELLATION AND NONRENEWAL
IL01381015	VIRGINIA CHANGES - CANCELLATION AND NONRENEWAL
IL01400908	CONNECTICUT CHANGES - CIVIL UNION
IL01410908	NEW JERSEY CHANGES - CIVIL UNION
IL01510112	DELAWARE CHANGES - CIVIL UNION
IL01580908	INDIANA CHANGES
IL01680312	TEXAS CHANGES - DUTIES
IL02080907	NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL
IL02190615	VERMONT CHANGES - CANCELLATION AND NONRENEWAL
IL02280907	COLORADO CHANGES - CANCELLATION AND NONRENEWAL
IL02370412	DELAWARE CHANGES - TERMINATION PROVISIONS
IL02440907	OHIO CHANGES - CANCELLATION AND NONRENEWAL
IL02450908	MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL
IL02460907	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
IL02470211	MAINE CHANGES - CANCELLATION AND NONRENEWAL
IL02490719	SOUTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

IL02500908	TENNESSEE CHANGES - CANCELLATION AND NONRENEWAL
IL02510907	NEVADA CHANGES - CANCELLATION AND NONRENEWAL
IL02600119	CONNECTICUT CHANGES - CANCELLATION AND NONRENEWAL
IL02610907	KANSAS CHANGES - CANCELLATION AND NONRENEWAL
IL02620215	GEORGIA CHANGES - CANCELLATION AND NONRENEWAL
IL02630908	KENTUCKY CHANGES - CANCELLATION AND NONRENEWAL
IL02660721	UTAH CHANGES - CANCELLATION AND NONRENEWAL
IL02680114	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL
IL02690908	NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL
IL02721121	INDIANA CHANGES - CANCELLATION AND NONRENEWAL
IL02751113	TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES
IL02780908	DISTRICT OF COLUMBIA CHANGES - CANCELLATION AND NONRENEWAL
IL02831118	WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL
IL02860417	MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL
IL09100702	PENNSYLVANIA NOTICE
IL09130498	INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY
517670402	EMPLOYEE BENEFITS LIABILITY INSURANCE
583320807	TOTAL LEAD EXCLUSION
617071294	AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT
619440914	BROAD FORM NAMED INSURED
621320395	UNINTENTIONAL ERRORS AND OMISSIONS
622510901	AIRCRAFT PRODUCTS EXCLUSION AND GROUNDING ENDORSEMENT
622540395	LIMITED JOINT VENTURE COVERAGE
628980712	RADIOACTIVE MATTER EXCLUSION
640040712	ERISA EXCLUSION

640091195	NONOWNED WATERCRAFT ENDORSEMENT
651570496	INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE
672600397	BODILY INJURY DEFINITION EXTENSION
672660807	NEWLY ACQUIRED ENTITY COVERAGE EXTENDED
674460497	LIMITED JOINT VENTURE COVERAGE
691861114	EXCLUSION FOR CONTINUING OR PROGRESSIVE "BODILY INJURY", "PERSONAL AND ADVERTISING INJURY" OR "PROPERTY DAMAGE"
786890703	FUNGUS EXCLUSION
825400712	ASBESTOS AND SILICA EXCLUSION ENDORSEMENT
866810904	AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)
896440613	ECONOMIC SANCTIONS ENDORSEMENT
952840807	COVERAGE FOR YOUR EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES
1014010409	BROAD FORM NAMED INSURED [JOINT VENTURE, PARTNERSHIP, LIMITED LIABILITY COMPANY LIMITED EXTENSION]
1074140311	LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED
1159241013	INDIANA AMENDATORY ENDORSEMENT (Definition of Pollutants)
1192010415	CONTROLLED INSURANCE PROGRAM (CIP) EXCLUSION - WITH LIMITED EXCEPTIONS
1194830816	COMPOSITE RATING PLAN PREMIUM ENDORSEMENT
1255950320	FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT
1333410519	PFC EXCLUSION ENDORSEMENT
CG20111219	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
717080901	PERSONAL INJURY DEFINITION EXTENSION
640061195	FELLOW EMPLOYEE EXCLUSION DELETED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO. SCHEDULED FOR LENNAR CORP. SCHEDULED FOR CITY OF WINTER HAVEN (FLORIDA)	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
ANY STATE, GOVERNMENTAL OR POLITICAL AGENCY OR SUBDIVISION THAT GRANTS YOU A PERMIT TO PERFORM WORK OR CONDUCT AN ACTIVITY AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: 522-24-13

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. 522-24-13
issued to KCI TECHNOLOGIES, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders withi n days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contract Or Agreement:
ALL BUSINESS CONTRACTS IN WHICH THE INSURED ASSUMES THE TORT LIABILITYOF ANOTHER ARISING OUT OF THE OFFENSES OF FALSE ARREST, DETENTION,OR IMPRISONMENT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. With respect to the contact or agreement designated in the Schedule above, Subparagraph **e.** of Paragraph **2. Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The liability pertains to your business and is assumed in the designated contract or agreement shown in the Schedule in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

(b) The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement shown in the Schedule; and

(c) The "personal and advertising injury arises out of the offenses of false arrest, detention or imprisonment.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024

forms a part of Policy No. 522-24-13

issued to KCI TECHNOLOGIES, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

[ ] **Per Project General Aggregate Limit**	**$**
[ ] **Per Location General Aggregate Limit**	**$**
[X] **Per Project and Per Location General Aggregate Limit**	$ 4,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

a. Insureds;
b. Claims made or "suits" brought; or
c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;
b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and
b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage **A** because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Project Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

a. Damages under Coverage **A**;
b. Damages under Coverage **B**; and
c. Medical Expenses under Coverage **C**

arising out of any single Project described above.

9. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Location Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

a. Damages under Coverage **A**;
b. Damages under Coverage **B**; and
c. Medical expenses under Coverage **C**

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	$ 10,000,000
Each Occurrence	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 4,000,000
Personal & Advertising Injury Limit	$ 2,000,000
Damage to Premises Rented to	$ 500,000
Medical Expense Limit	$ 25,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	$ 4,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

Authorized Representative or Countersignature (in States Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

© ISO Properties, Inc., 2000

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE
SCHEDULED PERSONS OR ORGANIZATIONS FOR WHOM YOU HAVE
AGREED IN A WRITTEN CONTRACT TO PROVIDE INSURANCE

IN CONSIDERATION FOR THE PREMIUM PAID FOR THIS ENDORSEMENT, THE FOLLOWING IS ADDED TO PARAGRAPH J. - OTHER INSURANCE OF SECTION VI - CONDITIONS:

HOWEVER, FOR ANY PERSON OR ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW AND THAT QUALIFIES AS AN "INSURED" UNDER THIS POLICY, AND IF THE WRITTEN CONTRACT IN WHICH YOU HAVE SIGNED AND AGREED TO PROVIDE INSURANCE PRIOR TO THE LOSS FOR THE PERSON OR ORGANIZATION SCHEDULED BELOW, WHICH SPECIFICALLY REQUIRES THAT THIS INSURANCE APPLY ON A PRIMARY OR A PRIMARY AND NON-CONTRIBUTORY BASIS, THIS INSURANCE WILL APPLY AS IF OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION WHICH COVERS THAT PERSON OR ORGANIZATION AS A NAMED INSURED DOES NOT EXIST, AND WE WILL NOT SHARE WITH THAT OTHER INSURANCE. BUT, THIS INSURANCE IS STILL EXCESS OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE, WHETHER SUCH INSURANCE IS STATED TO BE PRIMARY, CONTRIBUTING, EXCESS, CONTINGENT OR OTHERWISE, WITH RESPECT TO THE AUTO HAZARD, OR ANY OTHER VALID AND COLLECTIBLE INSURANCE THAT IS AVAILABLE TO THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED UNDER SUCH OTHER INSURANCE.

THERE IS NO COVERAGE AFFORDED UNDER THIS ENDORSEMENT FOR ANY PERSON OR ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW FOR "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY" ARISING OUT OF THE SOLE NEGLIGENCE OF ANY PERSON OR ORGANIZATION THAT IS SHOWN IN SCHEDULE A BELOW OR BY THOSE ACTING ON THEIR BEHALF.

SCHEDULE A
==========

1. ANY PERSON OR ORGANIZATION FOR WHOM OR FOR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO PROVIDE INSURANCE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY.

THE TERMS OF THIS ENDORSEMENT WILL ONLY APPLY TO THE EXTENT THAT THE WRITTEN CONTRACT OR AGREEMENT ACKNOWLEDGED IN THIS ENDORSEMENT IS ALSO COVERED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH INSURANCE.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GAI 6011 (Ed. 06/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION - ADDITIONAL PROVISIONS
(BLANKET EXCEPTION FOR ADDITIONAL INSURED)

NOTWITHSTANDING THE CANCELLATION PROVISIONS OF THIS POLICY, WE HEREBY AGREE TO ENDEAVOR TO PROVIDE 30 DAYS WRITTEN NOTICE OF CANCELLATION TO THE PERSON OR ORGANIZATION, WHO IS AN ADDITIONAL INSURED UNDER THIS POLICY AND SPECIFICALLY NAMED IN SCHEDULE A BELOW FOR ANY CANCELLATION, EXCEPT CANCELLATION FOR NON-PAYMENT OF PREMIUM. IF WE CANCEL FOR NON-PAYMENT OF PREMIUM, WE WILL GIVE NO LESS THAN (10) DAYS ADVANCED WRITTEN NOTICE TO THE NAMED INSURED.

IT IS FURTHER AGREED AND UNDERSTOOD THAT THIS NOTIFICATION IS MERELY PROVIDED AS A COURTESY SERVICE TO THE FIRST NAMED INSURED SHOWN IN ITEM 1. OF THE DECLARATIONS PAGE AND DOES NOT INFLUENCE OR AMEND THE RIGHTS, DUTIES, OR OBLIGATIONS OF THE COMPANY OR THE NAMED INSURED UNDER THIS POLICY IN ANY WAY. FAILURE TO PROVIDE SUCH NOTIFICATION AS INDICATED ABOVE WILL NOT BE INTERPRETED TO EXTEND THE POLICY CANCELLATION DATE OR NEGATE THE CANCELLATION OF THIS POLICY.

SCHEDULE A
==========

NAME OF PERSON OR ORGANIZATION MAILING ADDRESS
==========

ANY PERSON OR ORGANIZATION, WHO QUALIFIES AS AN ADDITIONAL INSURED UNDER THIS POLICY AND HAS REQUIRED VIA WRITTEN CONTRACT FOR THE NAMED INSURED TO PROVIDE NOTICE OF CANCELLATION FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, BUT ONLY IF AN ACCURATE LIST OF SUCH PERSONS OR ORGANIZATIONS WITH CORRECT MAILING ADDRESSES AND CONTACT NAMES HAVE BEEN PROVIDED TO US UPON THE LATTER DATE OF EITHER: (1) WITHIN 10 DAYS OF THE INCEPTION DATE OF THIS POLICY; OR (2) WITHIN 10 DAYS OF ISSUING THIS ENDORSEMENT.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

GAI 6011 (Ed. 06/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

IT IS AGREED THAT SECTION IV. - CONDITIONS ITEM M. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US IS DELETED AND REPLACED WITH THE FOLLOWING:

M. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

IF ANY INSURED HAS RIGHTS TO RECOVER ALL OR PART OF ANY PAYMENT WE HAVE MADE UNDER THIS POLICY, THOSE RIGHTS ARE TRANSFERRED TO US. THE INSURED MUST DO NOTHING AFTER LOSS TO IMPAIR THOSE RIGHTS AND MUST HELP US ENFORCE THEM.

ANY RECOVERIES WILL BE APPLIED AS FOLLOWS:

1. ANY INTEREST, INCLUDING THE INSURED, THAT HAVE BEEN PAID AN AMOUNT IN EXCESS OF OUR PAYMENT UNDER THIS POLICY WILL BE REIMBURSED FIRST;
2. WE THEN WILL BE REIMBURSED TO THE AMOUNT WE HAVE PAID; AND
3. LASTLY, ANY INTERESTS, INCLUDING THE "INSURED," OVER WHICH OUR INSURANCE IS EXCESS, ARE ENTITLED TO CLAIM THE RESIDUE.

EXPENSES INCURRED IN THE EXERCISE OF RIGHTS OF RECOVERY WILL BE APPORTIONED BETWEEN THE INTERESTS, INCLUDING THE INSURED, IN THE RATIO OF THEIR RESPECTIVE RECOVERIES AS FINALLY SETTLED.

IN CONSIDERATION FOR THE PREMIUM PAID FOR THIS ENDORSEMENT, THIS POLICY WAIVES ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION SHOWN BELOW BECAUSE OF PAYMENTS WE MAKE CAUSED BY ANY LIABILITY TO WHICH THIS POLICY APPLIES PROVIDED THAT THE INSURED WAIVED SUCH RIGHT AS PART OF A WRITTEN CONTRACT PRIOR TO LOSS, AND THEN ONLY TO THE EXTENT THAT SUCH INSURANCE IS PROVIDED BY A POLICY LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, AND FOR NO BROADER COVERAGE THAN IS PROVIDED BY SUCH POLICY, SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS POLICY.

THIS WAIVER ONLY APPLIES TO A PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO PROVIDE A WAIVER FOR RIGHTS OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION, SUBJECT TO THE CONDITIONS SET FORTH IN THIS ENDORSEMENT.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.

TEXAS ONLY - ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **04/01/2024** forms a part of Policy No. **WC 012-01-6190**

Issued to **KCI TECHNOLOGIES, INC**

By **NEW HAMPSHIRE INSURANCE COMPANY**

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS, D. - Cancellation of the Texas Amendatory Endorsement (WC 42 03 01F) is deleted in its entirety and replaced with the following:

You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.

We may cancel or non-renew this policy. We must send by certified mail or deliver to you in person, not less than the number of days shown below, advance written notice stating when the cancellation or non-renewal is to take effect. A copy of the written notice will be sent to the Texas Workers Compensation Commission.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

If another insurance company notifies the Texas Workers' Compensation Commission that it is insuring you as an employer, such notice shall be a cancellation of this policy effective when the other policy starts.

Texas law requires a minimum of ten (10) days advance written notice for cancellation or nonrenewal due to fraud in obtaining coverage, misrepresentation of the amount of payroll for purposes of premium calculation, failure to pay premium when payment was due, and increase in hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control, and a determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public. Texas law requires a minimum of thirty (30) days advance written notice for other cancellation or nonrenewal reasons.

Cancellation: 60 Days

Non-Renewal: 60 Days

WC 99 42 07A
(Ed. 03/04)

Countersigned by _

Authorized Representative

ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2024 forms a part of Policy No. WC 012-01-6190

Issued to KCI TECHNOLOGIES, INC

By NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS. D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation:	60	Days
Non-Renewal:	60	Days

WC 99 00 39
(Ed. 08/02)

Countersigned by _____

Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM **04/01/2024** forms a part of Policy No. **WC 012-01-6190**

Issued to **KCI TECHNOLOGIES, INC**

By **NEW HAMPSHIRE INSURANCE COMPANY**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: **ALL TEXAS OPERATIONS**

3. Premium:

   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**

Countersigned by _____

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM **04/01/2024** forms a part of Policy No. **WC 012-01-6190**

Issued to **KCI TECHNOLOGIES, INC**

By **NEW HAMPSHIRE INSURANCE COMPANY**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

RLA-16774 **R-25-1-412**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Cathy Olsen, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with S&E Properties, LLC. for road improvements at the intersection of Kingston Pike and Ebenezer Road. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)** *(previously Deferred from December to January at Request of Sponsor)*
(Engineering and Public Works)

Attachments

MOU

MEMORANDUM OF UNDERSTANDING
KNOX COUNTY, TENNESSEE AND S & E PROPERTIES, LLC

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government, and **S & E PROPERTIES, LLC,** a Tennessee limited liability company, 405 Montbrook Lane, Knoxville, TN 37919 ("S & E").

WHEREAS, due to the ongoing and rapid suburbanization of Southwest Knox County combined with other large and undeveloped property tracts in that area, the current intersection of Ebenezer Road and Kingston Pike ("Intersection") in Knox County, Tennessee requires that the current turn lanes on Ebenezer Road for traffic turning onto Kingston Pike be lengthened and widened to a total dimension of 80 feet by 22 feet; and

WHEREAS, S & E plans to develop the Ebenezer Road Subdivision (the "Development") on currently vacant land owned by S & E or its affiliates located at 0 Ebenezer Road, Parcel No. 132 03701, which Development will result in an increase of traffic on a portion of Ebenezer Road and Kingston Pike and an increase of traffic at the Intersection and thereby increase the need for the aforementioned improvements to the turn lanes at the Intersection (hereinafter the "Project"); and

WHEREAS, the total cost of the Project will be paid by the parties as set out below; and

WHEREAS, it is in the best interest of Knox County and S & E that Knox County oversee and coordinate the entire Project for the widening of the northbound right turn lane at the Intersection as set out above; and

WHEREAS, Knox County and S & E agree that Knox County will oversee and coordinate the Project as set out below, and that the parties will pay the total cost of said Project as set out below.

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and S & E hereby agree as follows:

1) Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, utility relocation, and construction subject to the final design and construction plans for same being approved by Knox County.

2) The Project will involve the construction of a 25' long, 22' wide extension to the existing turn lane at the northbound approach of Ebenezer Road at the intersection with Kingston

Pike. The Project will include design, right of way acquisition, utility relocation, and construction to Knox County standard road standards.

3) S & E will pay to Knox County the entire cost of the engineering and design, the right-of-way and easement acquisitions, the utility relocation costs, and the construction costs including Construction Engineering Inspection (CEI) for the Project on the following schedule:

a. S & E will pay 50% of the total cost of the engineering and design, the right-of-way and easement acquisitions, the utility relocation costs, and the construction costs including Construction Engineering Inspection (CEI) for the Project within thirty (30) days of the execution of the design contract.

b. S & E will pay the remainder of all costs of the engineering and design, the right-of-way and easement acquisitions, the utility relocation costs, and the construction costs including Construction Engineering Inspection (CEI) for the Project within thirty (30) days of the date of the payment of the final pay application.

4) Knox County will pay the entire cost of the management of the Project and the bidding process to construction.

5) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.

6) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.

7) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.

8) Time is of the essence on this Memorandum of Understanding and each and every provision hereof. Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding.

9) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal

jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

10) It is understood and agreed by Knox County and S & E that the individual(s) employed by S & E shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and S & E are not partners or joint ventures.

11) S & E shall indemnify, defend, save, and hold harmless Knox County, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of this Memorandum of Understanding by S & E, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of S & E, its subcontractors, agents, or employees.

12) S & E shall not assign this Memorandum of Understanding to any person, party, company, partnership, corporation, or other entity of any kind without the prior specific written consent of Knox County, which consent shall be granted or denied in the sole and absolute discretion of the Knox County Mayor. Even if an assignment is granted by the Knox County Mayor, S & E shall remain fully responsible for the proper and complete execution of this Memorandum of Understanding.

13) The parties' performance of this Memorandum of Understanding is contingent upon the approval by Knoxville-Knox County Planning of the concept plan for the Development.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

S & E PROPERTIES, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
Knox County Law Director's Office

Date: _____

Contract #: 24-858

RLA-16867 **R-25-1-413**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 01/22/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Utility Relocation Agreement with the Knoxville Utilities Board (KUB) for natural gas adjustments as part of the Campbell Station and Fretz Road improvements. **(TO BE ADDED)**

(Engineering and Public Works)

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A UTILITY RELOCATION AGREEMENT WITH THE KNOXVILLE UTILITIES BOARD (KUB) FOR NATURAL GAS ADJUSTMENTS AS PART OF THE CAMPBELL STATION AND FRETZ ROAD IMPROVEMENTS.

RESOLUTION: **R-25-1-413**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County plans to construct the intersection improvements at N. Campbell Station Road and Fretz Road (the "Project"); and

WHEREAS, the Knoxville Utilities Board (KUB) has requested that Knox County provide for utility work to be performed in conjunction with the Project, which utility work includes the relocation/construction of natural gas lines along N. Campbell Station Road, as further detailed in the attached Utility Relocation Agreement; and

WHEREAS, the proposed Utility Relocation Agreement formalizes the agreement between Knox County and KUB with respect to the Project, including KUB's reimbursement to Knox County for the cost of the relocation/construction of the gas facilities currently located within the Knox County right-of-way.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Utility Relocation Agreement with the Knoxville Utilities Board (KUB) for natural gas adjustments as part of the Campbell Station Road and Fretz Road Intersection Improvements is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Utility Relocation Agreement with the Knoxville Utilities Board (KUB) for natural gas adjustments as part of the Campbell Station Road and Fretz Road Intersection Improvements shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

UTILITY RELOCATION AGREEMENT

This Agreement, made and entered into by and between the Knoxville Utilities Board ("KUB") and Knox County (the "County") on this _27___ day of November_____, 2024.

WITNESSETH:

WHEREAS, the County plans to construct the Intersection Improvements at N. Campbell Road and Fretz Rd, located in Knox County, Tennessee; and

WHEREAS, in conjunction with said road project KUB has requested the County provide for the hereinafter described utility work; and

WHEREAS, it is in the mutual interest of the parties that said utility work be performed together with the proposed road construction and that the utility work shall be completed as a subcontract of the roadway contract,

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The County will oversee and pursue to completion the bidding and relocation/construction of the 8-inch, 4-inch & 2-inch natural gas lines (the "Gas Facilities") along N. Campbell Station Road. The Gas Facilities shall be built in compliance with KUB's specifications which can be obtained from KUB's Procurement Department by contacting Tim Kelly at 558-2450. The County agrees to provide KUB with access to the Gas Facilities throughout their construction. KUB shall have the right to (i) go upon the site and videotape the site before commencement of construction and after completion of the Gas Facilities; (ii) go upon the site at any stage of construction; (iii) inspect and test any work being performed; and (iv) reject any work which does not conform to the final plans and specifications or KUB's specifications as set forth in Section 15720 Natural Gas Polyethylene Main Installation & Section 15345 Natural Gas Polyethylene Service Installation. KUB shall not have responsibility for construction means, methods, techniques, sequences, or procedures or for necessary safety precautions and programs in connection with the project or for the construction contractor's failure to carry out the work in accordance with the final plans and specifications as these are the responsibility of the construction contractor.
2. KUB agrees to authorize the County to advertise for and receive bids for the construction of the project and to award and enter into a contract with the lowest responsible bidder. The County agrees that it will only accept bids from potential Pre-approved KUB contractors who are licensed municipal contractors in the State of Tennessee and whose drug and alcohol programs meet DOT standards. If the lowest responsible bid is greater than 120% of the project engineer's estimate for the utility work, then KUB reserves the right to reject the bid and re-bid the project on its own.
3. KUB agrees to reimburse the County 100% of the cost of the relocation/construction of the Gas Facilities currently located within the Knox

County right-of-way. Knox County agrees to credit KUB for engineering and relocation costs for KUB gas facilities currently located within a KUB easement which conflict with the planned roadway improvements. It is further agreed that KUB will make payment to the County as follows:

a. KUB will pay to the County $140,000.00 upon execution of this agreement.
b. KUB will pay to the County $70,000.00 at 50% completion of the project, which shall be reasonably determined by KUB.
c. KUB will pay to the County the remaining KUB Gas Construction balance (less the engineering and relocation costs for KUB gas facilities currently located within a KUB easement which conflict with the planned roadway improvements) upon written acceptance by KUB of the Gas Facilities into its system.

4. When the Gas Facilities have been completed and upon prior notice to KUB, the Gas Facilities will be tested by the County's construction contractor. Subject to conducting such tests as are necessary to demonstrate to the satisfaction of KUB that the Gas Facilities are in good operating condition, as evidenced by KUB's written approval to that effect, the County hereby dedicates the Gas Facilities to KUB. Once approved, KUB will incorporate the Gas Facilities into KUB's gas system and agrees to operate, maintain, and provide gas services through the facilities to the affected property owners in the ordinary and usual operation of KUB's system, provided the recipients of such gas service maintain compliance with KUB's rules and regulations and service policies as are in effect from time to time. The County warrants that the Gas Facilities will be free of all liens and encumbrances upon their dedication to KUB and that the County has full authority and lawful right to transfer ownership to KUB as provided herein. Upon dedication of the Gas Facilities to KUB, the County shall also assign any and all warranties related to the Gas Facilities and its rights and privileges under all performance bonds issued in connection with the construction of the Gas Facilities.
5. The County will assure that the contractor and any subcontractors hired to perform the activities maintain, in addition to statutory requirements as to workers' compensation insurance and to local and state law requirements for bid, performance, and payment bonds, the following minimum levels of insurance:
    a. Workers' Compensation and Employer's Liability for every worker employed in connection with the work related to the Gas Facilities and provided for in each and every statute applicable to Workers' Compensation. The Employer's Liability limit shall be as required by the contractor's excess liability insurance carrier for the maintenance of coverage.
    b. Comprehensive or Commercial General Liability and Excess or Umbrella Liability including insurance covering work under the Contract with total coverage limits as follows:

        The limits provided for Bodily Injury, Property Damage, Personal Injury and Employer's Liability shall be $1,000,000/per occurrence and shall be

unimpaired as respects any general aggregates that may apply to the insurance policy. The Employer's Liability Limit shall also be unimpaired. The following coverage is to be provided:

i. Contractual Liability to cover the liability assumed by the contractor under the County's contract.
ii. Broad Form Property Damage including completed operations.
iii. Personal Injury Liability, covering hazard groups listed in Sections (1), (2), and (3) or the equivalent.
iv. Explosions, collapses, and underground damage coverage if the policy classifications normally apply to these hazards, based on the nature of the work being performed.
v. Commercial General Liability and Business Automobile Liability for all owned, non-owned, rented, borrowed or hired automobiles or mobile equipment to be used by the contractor in the performance of the work with total coverage limits for Bodily Injury or Property Damage of $1,000,000 per occurrence.
vi. If crane(s) are to be used, then the contractor must have proof of Contractor Installation Floater.

A 45-day cancellation, non-renewal, material change, or coverage reduction endorsement will be required on all policies. All policies will name Knox County and KUB as additional insureds. The County will provide KUB with copies of all Certificates of Insurance showing KUB as an additional insured on all coverages identified in this part and showing that coverages are in effect before work commences. All insurance policies herein required of the contractor shall be written by a company approved and admitted to do business in the State of Tennessee and shall be subject to a Bests' rating of not less than A-. The contractor's Fire Legal Liability limit under their commercial General Liability policy shall be increased to policy limits. All policies of insurance referred to herein shall be written on an occurrence basis unless otherwise agreed by KUB in writing.

6. The County will be responsible for all compliance with county, state, and federal laws and regulations relating to the construction and relocation of the Gas Facilities.
7. The obligations of KUB under this Agreement may be satisfied only from the revenues of KUB's Natural Gas System.
8. This Agreement is governed by the laws of the State of Tennessee as to interpretation and enforcement.

IN WITNESS WHEREIN, the County and KUB have executed this Agreement as of the date and year first written above.

KNOX COUNTY
By:_____
Its:_____

KNOXVILLE UTILITIES BOARD
By: Kurt Stafford
Its: Vice President of Engineering

PH2_KUB_Utility Relocation Agreement - N Campbell Station at Fretz Rd

Final Audit Report 2024-11-25

Created:	2024-11-25
By:	Preston Teague (Preston.Teague@kub.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA14-GPVGTov7x65CHIx2Ihtr4_UP66u53

"PH2_KUB_Utility Relocation Agreement - N Campbell Station at Fretz Rd" History

Document created by Preston Teague (Preston.Teague@kub.org)
2024-11-25 - 6:11:33 PM GMT- IP address: 204.238.198.6

Document emailed to Kurt Stafford (kurt.stafford@kub.org) for signature
2024-11-25 - 6:12:50 PM GMT

Email viewed by Kurt Stafford (kurt.stafford@kub.org)
2024-11-25 - 6:14:03 PM GMT- IP address: 104.47.64.254

Document e-signed by Kurt Stafford (kurt.stafford@kub.org)
Signature Date: 2024-11-25 - 6:16:03 PM GMT - Time Source: server- IP address: 204.238.198.6

Agreement completed.
2024-11-25 - 6:16:03 PM GMT

Adobe Acrobat Sign

RLA-16839 **R-25-1-501**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Rachael Crigger, COMMUNITY DEVELOPMENT
Department:	COMMUNITY DEVELOPMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement for the Opioid Settlement Funds Program abatement funds for remediation strategies addressing opioid substance misuse with Angelic Ministries International, Inc. in the amount of $25,000.00. (No Local Match Required) *(Community Development)*

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT FOR THE OPIOID SETTLEMENT FUNDS PROGRAM ABATEMENT FUNDS FOR REMEDIATION STRATEGIES ADDRESSING OPIOID SUBSTANCE MISUSE WITH ANGELIC MINISTRIES INTERNATIONAL, INC. IN THE AMOUNT OF $25,000.00.

RESOLUTION: **R-25-1-501**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is the recipient of Opioid Settlement Funds Program abatement funds; and

WHEREAS, as recipient of this funding, it is necessary for Knox County to undertake certain projects or services aimed at remediating, preventing, and educating on substance misuse in connection with the Opioid Settlement Funds Program; and

WHEREAS, Knox County desires to provide $25,000.00 in Opioid Settlement Funds Program abatement funds to Angelic Ministries International, Inc. for remediation strategies addressing opioid substance misuse, as further detailed in the attached agreement; and

WHEREAS, the proposed agreement sets forth the terms and conditions under which the services and activities will be undertaken.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Agreement with Angelic Ministries International, Inc. to provide $25,000.00 in Opioid Settlement Funds Program abatement funds for remediation strategies addressing opioid substance misuse is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the aforesaid Agreement with Angelic Ministries International, Inc. shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AGREEMENT BETWEEN
KNOX COUNTY
AND
ANGELIC MINISTRIES INTERNATIONAL, INC.

THIS AGREEMENT is entered into this ____day of _____, 2025 by **KNOX COUNTY,** hereinafter referred to as the **County**, and **ANGELIC MINISTRIES INTERNATIONAL, INC.,** a nonprofit corporation hereinafter referred to as **Awardee** and which is located at **1218 N. Central Street, Knoxville, Tennessee 37917.**

WITNESSETH

WHEREAS, by means of the Opioid Abatement Council Act of 2121 (T.C.A. Section 33-11-101, et seq., as amended), the Tennessee General Assembly created the Tennessee Opioid Abatement Council and established the duties and responsibilities of the Council; and

WHEREAS, the County is authorized by the Opioid Abatement Council to appropriate and spend public monies for either opioid abatement, or remediation, or are otherwise directed to abatement or remediation benefiting the general welfare of Knox County citizens; and

WHEREAS, the County established the Opioid Settlement Funds Program from the monies authorized by the Opioid Abatement Council and the designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to involve organizations in the provision of critical services, and programs that the County Government might otherwise provide in the absence of said service, or program; and

WHEREAS, the County desires to engage Awardee who has the capability to perform the services required by the County and agrees to render certain assistance, projects, or services in connection with such undertakings of the Opioid Settlement Funds Program, situated in the program area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim; and

WHEREAS, Knox County Commission approved Knox County's enrollment with the State of Tennessee and other local governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and the County's approval of related settlement agreements on November 15, 2021 and the amended agreements on March 27, 2023, and thereby includes the funding as described in Appendix C herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

1. "Opioid Settlement Funds Program" These County funds are generated through the Tennessee Opioid Abatement Fund, or affiliates, or subsidiaries of these entities, or legal settlements authorized to the County for the purposes of opioid remediation. Knox County Opioid Settlement Funds Program funds will be allocated to projects and programs aimed at remediating, preventing, and educating on substance misuse. This effort will combat the opioid epidemic by supplying essential resources for the community.

2. “Opioid Abatement and Remediation” for the purposes of this Agreement means purposes that are specifically approved by the Tennessee Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under T.C.A. § 33-11-103(r) and are specified under Appendix B of this Agreement.

3. “Opioid Remediation”, care, treatment, and other programs and expenditures designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic.

4. “Opioid Abatement Fund” for the purposes of this Agreement means the designated repository of funds that are either dedicated to Opioid Abatement, or Remediation, or are otherwise directed to abatement, or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.

5. “Opioid Abatement Council” for the purposes of this Agreement means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, et seq., and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement from the entities or the affiliates, or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee. The Opioid Abatement Council allocates the Opioid Abatement Funds to the County for administration of said funds.

6. “Subdivision Funds” for the purposes of this Agreement means the amount paid directly to the County that participated in legal settlements, or designated repository of funds that are received by the County pursuant to a judgment on opioid-related claims, a recovery of bankruptcy on opioid-related claims, or a settlement of opioid-related claims to be used on Opioid Remediation. The Subdivision Fund does not flow through the State or the Opioid Abatement Council.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all projects and services ("WORK") necessary to complete the activities that pertain to opioid abatement and remediation in full compliance with the terms of this Agreement.

2. The County will provide to the Awardee **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($25,000.00)** in *FY2024 Opioid Settlement Funds Program* funds to support the Recovery, Employment, Advocacy, Limitless (REAL) Opportunities Program.

3. The activities funded pursuant to this Agreement, are those which are stated in Appendix B and must be focused on Opioid Abatement and Opioid Remediation. Awardee shall do, comply with, perform,

and carry-out in a satisfactory manner, as determined by the County, the goals, objectives, and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. This Agreement utilizes funding from the Opioid Abatement Fund or Subdivision Funds, as set out in Appendix C, to disburse funds to the Awardee based upon approval and selection from the County for the Opioid Settlement Funds Program.

5. The Awardee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Awardee shall submit quarterly reports to the County in a format and timeframe prescribed by County staff, detailing how the Awardee has met the remediation core strategies and uses specified in Appendix B.

6. The Awardee shall be subject to programmatic and fiscal monitoring on an annual basis, or as otherwise determined by the County, or the Opioid Abatement Council. The results of this monitoring shall be reported by the County publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Awardee's compliance with the terms set out in Appendix B, and the other measures of the Agreement shall be considered as part of the monitoring of the Awardee.

7. Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets, and determining the custodianship of records.

C. TERM OF AGREEMENT

1. The term of this Agreement shall be January 1, 2025 through June 30, 2025 unless terminated in conformity with the terms of this Agreement.

2. Upon mutual agreement of the Awardee and the County, the award may be extended for two (2) years, one (1) year at a time. This may result in a total of two (2) years and six (6) months; the funding amount may be adjusted upon renewal as recommended by the Knox County Mayor and subject to approval by Knox County Commission through the annual renewal process.

3. Timely completion of the work specified in this Agreement is an integral and essential part of performance. Funds should be expended in full, prior to renewal as set out above. Failure to meet these deadlines may result in cancellation of this contract and revocation of funds.

D. PROGRAM EXPENSES AND REIMBURSEMENT COMPENSATION

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 ($25,000.00).** Program expenses paid to Awardee are provided through the Opioid Settlement Funds Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements."

2. This Agreement is subject to the appropriation and availability of Opioid Abatement Funds and Subdivision Funds. In the event that the funds are not appropriated, or are otherwise unavailable, the County reserves the right to delay payment, or terminate this Agreement upon written notice to the Awardee. The County's right to delay, or terminate this Agreement due to lack of funds is not a breach of this Agreement by the County. Upon receipt of the written notice, the Awardee shall cease all work associated with the Agreement. Should such an event occur, the Awardee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Awardee shall have no right to recover from the County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3. The Awardee will administer its program to adhere to standard accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered.

4. Awardee shall seek compensation from third party payers or sources, such as Medicaid, or other grant sources, prior to billing against this Agreement, for reimbursable services and supports delivered under this Agreement. Funding under this Agreement should not supplant other funding sources, but should supplement the activities outlined in Appendix B and expenses outlined in Appendix C that are otherwise non-reimbursable from third-party payors or sources.

5. The Awardee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, time sheets, and supporting personnel expense. All personnel costs will be documented on time sheets for the project activity and submitted for review. The County may require a more detailed breakdown than the one outlined in Appendix C (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. All such expenses shall be in conformance to the approved budget, Appendix C. Requests to adjust performance measurements and/or adjust budget line items will be considered on a case-by-case basis and require the approval from the Knox County Grants & Community Development (KCGCD) Department prior to invoicing. KCGCD has the discretion to amend budget line items outlined in Appendix C, or performance measurements outlined Appendix B by form of an amendment to the Agreement, including incorporating new line items, or transferring funding between established budget line items included in this Agreement. Budget amendments and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

6. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below:

Term	Quarter of Activity	Invoice DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Requests for payment must be submitted by Awardee in the County's web-based reporting system and payment may be withheld until Awardee is current on all reporting requirements. **The Final Invoice must be received by July 15, 2025. Additional Invoices will be required if contract is extended per Section C Term of Agreement above.** Itemization of Reimbursement Requested for the Invoice Period must detail, at minimum, all of the following:

a. Indicate the specific project that is requesting reimbursement;
b. The amount requested by Grant Budget line-item;
c. The amount reimbursed by Grant Budget line-item to date;
d. The total amount reimbursed under the Agreement to date;
e. The total amount requested (all line-items) for the Invoice Period;
f. Invoice is included on letterhead, or be sequentially numbered form created by Awardee, include date the invoice was issued, date due and organization's address;
g. Must itemize the goods and/or services that have been provided;
h. Must provide back-up documentation to prove requested payment;
i. Must show price for each good and/or service listed, and;
j. Total of invoice must equal the total of itemized expenses.

7. The Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source, or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered and files and documentation delivered. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

8. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five (5) years with the

retention period beginning on the date of the submission of the final program invoice. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

E. REPORTING

1. Awardee shall provide the County with a performance measurement report based on performance metrics in Appendix B, on a quarterly basis **by the fifteenth (15th)** following the activity of each quarter for the activity quarter only, as defined below. Submission will take place within the County's web-based reporting system, as defined:

Term	Quarter of Activity	Report DUE by
Quarter One	July 1st through September 30th	October 15th
Quarter Two	October 1st through December 31st	January 15th
Quarter Three	January 1st through March 31st	April 15th
Quarter Four	April 1st through June 30th	July 15th

The Final Report will be due by July 15, 2025. Additional and Final Quarterly Reports will be required if the contract is amended and extended per Section C Term of Agreement above. Additional reporting requirements outside of the term of this agreement described in Section C above will be required as described in Appendix B.

2. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. The County reserves the right to, at a minimum, suspend payment for noncompliance. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

F. MONITORING, RECORDKEEPING, AND FINANCIAL REPORTING

1. Records shall be maintained by Awardee for a period of five (5) years after all funds have been expended, or returned to the County, whichever is later. See D.8 and F.4.

2. The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement. Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time which will be determined by the County.

3. The County, or any of their authorized representatives shall have access to any records (electronic or otherwise) of Awardee including, but not limited to: books, documents, papers, and records of

the Awardee that are related to this Agreement for the purpose of making investigations, audit, examination, excerpts, and transactions. The Awardee must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of the Performance Indicators set out in this Agreement. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with **Special Terms and Conditions.**

4. Awardee agrees to comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program. Awardee will be monitored by the County for compliance with the regulations of the Agreement and will provide reports and access to files related to this Opioid Settlement Funds Agreement as requested by the County during the Agreement and for five (5) years after completion and closeout of the Agreement.

5. **COUNTY FILING:** Awardee agrees to provide the county clerk a copy of an annual report of its business affairs and transactions, which includes, but is not limited to, a copy of either an annual audit or a report detailing all receipts and expenditures in a form prescribed by the comptroller of the treasury, a description of the program that services the residents of the county, and the proposed use of county assistance. This report will be open for public inspection during regular business hours of the county clerk's office.

6. The Awardee represents and warrants that it has a system of internal controls. The Awardee shall incorporate any additional Comptroller of the Treasury directives into its internal control system with respect to the Agreement.

   Any other required records which are not contemplated in the above standards shall follow the format designated by the County, and/or designated office of authority of the County.

G. PROGRAM REQUIREMENTS

1. **NONDISCRIMINATION:** Awardee agrees to comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights

Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) and other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; Fair Housing Act (42 use 3601-20), and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

The Awardee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of the Awardee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Awardee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Awardee will, in all solicitations, or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or order, this agreement may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts.

2. **AMERICANS DISABILITY ACT:** The Awardee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

3. **HIPAA COMPLIANCE**: The County and the Awardee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Agreement. The Awardee warrants to the County that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

   The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County and State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Agreement so that both parties will be in compliance with the Privacy Rules.

   The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the

County and the Awardee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement, or signing another document.

The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

4. **CONFIDENTIALITY:** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium, or method of communication, provided to the Awardee by the County, or acquired by the County on behalf of the State that is regarded as confidential under state, or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit the Awardee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Awardee due to intentional, or negligent actions, or inactions of agents of the State, County, or third parties. Confidential Information shall not be disclosed except as required, or permitted under state, or federal law. Awardee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Agreement.

   The County and the Awardee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 et seq. ("Part 2").

   a. The Awardee warrants to the County that it is familiar with the requirements of Part 2, and its accompanying regulations, and will comply with all applicable requirements in the course of this Agreement.

   b. The Awardee warrants that it will cooperate with the County, including cooperation and coordination with County privacy officials and other compliance officers required by Part 2, and its regulations, in the course of performance of the Agreement so that both parties will be in compliance with Part 2.

   c. The County and the Awardee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the County, State, and the Awardee in compliance with Part 2. This provision shall not apply if information received by the County, or State under this Agreement is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the County, or State to receive such information without entering into a business associate agreement or signing another such document.

d. The Awardee will indemnify the County and hold it harmless for any violation by the Awardee, or its subcontractors of Part 2. This includes the costs of responding to a breach of protected information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the County because of the violation.

5. **CONFLICT OF INTERESTS:** The Awardee warrants that no part of the total Agreement Amount shall be paid directly, or indirectly to an employee, or official of the State of Tennessee, or the County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Awardee in connection with any work contemplated or performed relative to this Agreement.

   The Awardee acknowledges, understands, and agrees that this Agreement shall be null and void if the Awardee is, or within the past six (6) months has been, an employee of the State of Tennessee, or County, or if the Awardee is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee, or County.

6. **PUBLIC ACCOUNTABILITY**: If this Agreement involves the provision of services to citizens by the Awardee on behalf of the County, the Awardee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Awardee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

   FRAUD AND COMPLIANCE HOTLINE, KNOX COUNTY, TENNESSEE. REPORT FRAUD AND WASTE IN KNOX COUNTY GOVERNMENT. REPORTS CAN BE MADE ANONYMOUSLY AND CONFIDENTIALLY, PLEASE CALL THE COUNTY HOTLINE: 865-215-2892 OR GO TO https://www.knoxcounty.org/audit/hotline.php

   The sign shall be on the form prescribed by the County. The Awardee shall obtain copies of the sign from the Knox County Grants and Community Development.

7. **PUBLIC NOTICE:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Awardee in relation to this Agreement shall include the statement, “This project is funded under an Agreement with Knox County Opioid Settlement Funds Program.” All notices by the Awardee in relation to this Agreement shall be approved by the County.

8. **LICENSURE:** The Awardee and its employees and any approved sub-awardee shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses to the County.

9. **INSURANCE AND BONDING:** The Awardee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum shall

purchase a blanket fidelity bond covering all employees in an amount equal to cash awards from the County.

10. **SUBCONTRACTING:** The Awardee shall not assign, transfer, or restructure its operations or any part of this Agreement, or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the County. The Awardee shall immediately notify the County in writing of a proposed transfer, or restructuring of its operations related to this Agreement. The County reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer, or restructuring. Notwithstanding any use of approved subcontractors, the Awardee shall remain responsible for all work performed.

11. **INDEPENDENT CONTRACTOR:** The Awardee shall render all services as an independent contractor and shall not be considered an officer, agent, or employee of the County, or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County. However, the Awardee acknowledges that as a non-profit entity obtaining public funds is subject to the same public records disclosure requirements as is the County.

    The Awardee, being an independent contractor and not an employee of the County, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Awardee's employees, and to pay all applicable taxes incident to this Agreement.

12. **PROCUREMENT:** Awardee shall comply with current County policy concerning the acquisition of goods, and/or services, and/or purchases of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

13. **STRICT PERFORMANCE**: Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver, or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites, or client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation, and maintenance of record-keeping systems, and to provide any and all data and documents of whatever kind determined by the County to be necessary, or appropriate for the County to monitor and evaluate Awardee.

I. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the County. The County shall give the Awardee at least thirty (30) days written notice before the effective termination date. The Awardee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the County be liable to the Awardee for compensation for any service that has not been rendered. The final decision as to the amount for which the County is liable shall be determined by the County. The Awardee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the County's exercise of its right to terminate for convenience.

2. **TERMINATION FOR CAUSE:** If the Awardee fails to properly perform its obligations under the Agreement in a timely or proper manner, or if the Awardee violates any term(s) of this agreement, the County shall have the right to immediately terminate the agreement and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by virtue of any breach of the agreement by the Awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this agreement if the Awardee fails to fully meet the requirements of the Scope of Services.

3. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

4. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee**:**
   a. Fails to file required reports or to meet project progress or completion deadlines;
   b. Materially fails to comply with any provision of this Agreement. This includes non-compliance with the non-discrimination clauses of this Agreement, or with any of the said rules, regulations, or orders;
   c. Expends funds under this Agreement for ineligible activities, services, or items;
   d. Violates Labor Standards requirements; or
   e. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

5. **CLOSEOUT AND REVERSION OF ASSETS**: Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, final reports, and determining the custodianship of records. Awardee shall transfer to the County any Opioid Settlement Funds Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

   Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Awardee has control over Opioid Settlement Funds Program funds.

6. **NO BOYCOTT OF ISRAEL:** Pursuant to T.C.A. Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury,

that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of Israel.

7. **IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

J. INDEMIFICATION

The Awardee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the Agreement by the Awardee, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Awardee, their subcontractors, agents or employees.

K. POLITICAL ACTIVITY

Neither the Awardee's program, nor the funds provided therefor, nor the personnel employed in the administration of the program shall be in any way, or to any extent engaged in the conduct of political activities within the term "political activity" being defined as an activity directed towards the success, or failure of a political party, candidate for partisan, or non-partisan political office, or a partisan political group. This is in no way prevents any employee acting in his, or her own capacity as an individual citizen from taking part in political activity, or expressing any personal opinion whatsoever; nor does this prevent the Awardee from engaging in general issue advocacy that is related to the support of its chartered mission so long as no tax pay funds are used for said advocacy.

L. AMENDMENTS

The County and Awardee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are mutual in nature, and in writing and signed by duly authorized representatives of the Awardee and County. Such amendments shall not invalidate this Agreement, nor relieve, or release the County, or Awardee from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written agreement signed by both duly authorized representatives of the Awardee and County.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

P. LAW AND VENUE

To the extent that there is no Federal statute, or regulation that applies to a particular provision or particular provisions of this Agreement or to any issues that arise in regard thereto, then as to those provisions and issues this Agreement shall be governed by the laws of the State of Tennessee, both as to interpretation and performance. To the extent that venue is not required by Federal law, or regulation to be in Federal court, the Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

ANGELIC MINISTRIES INTERNATIONAL, INC.

BY: _____ DATE: _____

MICHAEL A. EARL
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

APPENDIX A- ANGELIC MINISTRIES INTERNATIONAL, INC.
PROGRAM AREA

The principal offices of **ANGELIC MINISTRIES INTERNATIONAL, INC.** is located at 1218 N. Central Street, Knoxville, Tennessee 37917.

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APPENDIX B- ANGELIC MINISTRIES INTERNATIONAL, INC.
PERFORMANCE MEASUREMENTS

OBJECTIVE: The Awardee will provide Recovery, Employment, Advocacy Limitless (REAL) Opportunities program services to individuals by implementing remediation strategies categorized as Recovery Support (C3) by the Opioid Abatement Council.

GOALS:

Awardee will serve a minimum of 12 unduplicated individuals in the REAL Opportunities Program.

PERFORMANCE INDICATORS-– REPORTED ON A QUARTERLY BASIS:

Awardee will submit quarterly reports comprised of progress towards the set project goals and accomplishments. The following information will be required for submission:

Total Number of unduplicated individuals who have entered the program _____

Narrative: Outline progress towards the set goals and objectives of the program as well as any barriers to accomplishing those. The narrative will also detail how the specified remediation core strategy has been met.

Accomplishment Data for *Abatement* Funding:

- Total number of unduplicated individuals served with funding
    - Gender; and
    - Income levels; and
    - Race and ethnicity
- Survey for each unduplicated individual reported as served during quarter reported

TASKS:

- Awardee will ensure program activity aligns with the applicable strategy.
- Awardee will administer, collect and maintain records of client surveys (provided by the County) for all beneficiaries.
- Awardee will maintain a record of individuals in the REAL Opportunities Program, including individuals who successfully complete the program.
- Awardee will ensure all policies and procedures of the Opioid Settlement Funds Program are followed.
- Awardee will submit quarterly invoices.
- Awardee will submit quarterly reports.
- Awardee will ensure an adequate number of staff members are appropriately trained and credentialed for use of the software system adopted by Knox County to be used for data collection and project reporting.

APPENDIX C- ANGELIC MINISTRIES INTERNATIONAL, INC.
PROGRAM BUDGET

PROGRAM BUDGET LINE ITEM	PROGRAM ABATEMENT FUNDS	PROGRAM SUBDIVISION FUNDS
Resident Life Director (Position 1)		
Fringe Benefits		
TOTAL PROGRAM PERSONNEL COSTS SUBTOTAL	**$25,000.00**	
TOTAL PROGRAM OPERATING COSTS SUBTOTAL	**$0.00**	
NOT TO EXCEED PROGRAM BUDGET TOTAL	**$25,000.00**	**$0.00**

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RLA-16843 **R-25-1-502**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Rachael Crigger, COMMUNITY DEVELOPMENT
Department:	COMMUNITY DEVELOPMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Ernst & Young LLP for the provision of consulting services for a housing inventory, market assessment, and disaster resiliency analysis funded through the Regional Catastrophic Preparedness Grant. (No Local Match Required) *(Community Development)*

Attachments

Resolution

Ernst & Young RFP Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH ERNST & YOUNG LLP FOR THE PROVISION OF CONSULTING SERVICES FOR A HOUSING INVENTORY, MARKET ASSESSMENT, AND DISASTER RESILIENCY ANALYSIS FUNDED THROUGH THE REGIONAL CATASTROPHIC PREPAREDNESS GRANT.

RESOLUTION: R-25-1-502

REQUESTED BY: COMMUNITY DEVELOPMENT

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County desires to have a contractor provide consulting services for a housing inventory, market assessment, and disaster resiliency analysis for the Knox County Community Development Department; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that Ernst & Young LLP submitted the proposal that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Ernst & Young LLP commences on February 1, 2025 and ends upon completion of the services; and

WHEREAS, Ernst & Young LLP has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Ernst & Young LLP for the provision of consulting services for a housing inventory, market assessment, and disaster resiliency analysis is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Ernst & Young LLP for the provision of consulting services for a housing inventory, market assessment, and disaster resiliency analysis shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Ernst & Young LLP

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Ernst & Young LLP, hereinafter referred to as "Contractor".

Whereas, County requested proposals for Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis, (Request for Proposals #3590) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis for County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals and the Contractor's response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of February 2025 and ends upon the completion of the services, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in Contractor's written response to Request for Proposals #3590 pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by Knox County.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of services. Monthly invoices for Tennessee Homeland Security District 2 should be sent to:

Tennessee Homeland Security District 2
Attn: Logan Farr
505 Summer Place, Suite 320
Knoxville, Tennessee 37902
logan.farr@knoxcounty.org

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than sixty (60) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least sixty (60) calendar day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by the County for Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. Governing Law; Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province.

Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis in accordance with Request for Proposals #3590.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder.

Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other EY Firm or any subcontractor. The County shall have no recourse, and shall bring no claim, against any EY Firm other than the Contractor, or against subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives, or employees of any EY Firm (or any of their respective successors or permitted assigns) with respect to the services or otherwise under this Contract.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3590 and Addendum I to Request for Proposals #3590
B. Contractor's Response to Request for Proposals #3590
C. Contractor's Email Removing Certain Exceptions to Request for Proposals #3590

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Glenn Jacobs
Knox County Mayor

Ernst & Young LLP

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A
Request for Proposals #3590 and Addendum I to Request for Proposals #3590

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis** as specified herein. Proposals must be received by **2:00 p.m.** on **September 5, 2024**. Late proposals will neither be considered nor returned.

Deliver Proposal To:

Proposal Number 3590
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Ben Sharbel, CPPO, CPPB, Supervisor of Property Development and Asset Management, at 865.215.5765. Questions may be emailed to ben.sharbel@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format in Section V.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, who presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis or by multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses who have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, CPPB, Business Outreach Administrator
Knox County Procurement
Telephone: 865.215.5760
Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.8 **COPIES:** Knox County **requires** that all proposals be submitted with one (1) **marked original** and three (3) exact copies. Proposers **must** also scan their entire response into one (1) .pdf file and submit on a flash drive.

1.9 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor **must** comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.

1.10 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform, Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.

1.11 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price**. There will be no extra hidden charges. Delivery must be "free on board" to the County department.**

1.12 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted proposals. Email and facsimile submission is strictly prohibited.

1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.14 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

1.15 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products/services. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Knox County intends to pay for these products using either a Knox County issued purchase order or a Knox County purchasing card (VISA). Vendors must be able to accept the Knox County credit card (VISA) for these types of transactions. Proposers that are not able to accept the credit card will not be considered for this term contract.

1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.

1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.

1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.20 **PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than the address listed on Page 1.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- Be made on both sides of each sheet of paper

1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **August 22, 2024 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.

1.23 **SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.

1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.25 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.26 **UNFORESEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.27 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this RFP, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals the completed Exhibit A Iran Divestment Act/ No Boycott of Israel.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Proposers must submit with their proposals the completed Exhibit A Iran Divestment Act/ No Boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed bid or proposal that they are current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** Knox County may terminate this agreement with or without cause at any time. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to convey to prospective proposers the general type and qualities of Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **AWARD STATUS:** Knox County intends to issue an one-time award with a contract expiration date. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.4 **CHANGES AFTER AWARD:** It is possible that after award, Knox County may change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.5 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.7 **CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Knox County and the successful proposer. The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting. The Knox County Procurement Division will draft this Contract and no vendor forms (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract attachments. The submission of such forms may cause the disqualification of the vendor's proposal.

3.8 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Experience and Qualifications	40 Points
Program Plan and Approach	40 Points
Cost	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

3.9 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.10 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Part VII of the submittal.

3.11 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.12 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. Knox County retains the right to negotiate with multiple proposers simultaneously. This process will continue until a Contract has been executed or all proposals have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.13 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.

3.14 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.15 **OWNERSHIP OF DOCUMENTS:** Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the successful proposer shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by Knox County.

3.16 **PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

3.17 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.18 **PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the contract.

3.19 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.20 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

3.21 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **August 22, 2024 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV SPECIFICATIONS

4.1 **OVERVIEW:** The focus of this contract is to provide Knox County and the counties of Tennessee Homeland Security District 2 the support necessary to establish a regional understanding of housing and the disaster resilience of the built environment in communities, particularly vulnerable and disadvantaged communities, through a comprehensive housing study and needs analysis as well as the development of training, workshops, and plans based on this analysis.

The State of Tennessee is divided into eleven homeland security districts. District 2, the largest in the state, is made up of sixteen (16) counties in Central East Tennessee: Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Knox, Jefferson, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union. Knox County, the largest county in the region, serves as the host county administering grant funds for training and exercises to benefit all the counties within District 2.

The District received funding to develop and implement effective, sustainable, and regional approaches for enhancing preparedness for catastrophic incidents. To execute this objective successfully, the following components will need to be accomplished: identifying capability gaps, developing and/or updating plans, training to implement plans and procedures, and conducting exercises to validate capabilities. Part of this funding is specifically allocated towards identifying the housing needs in our region, especially in relation to affordability, availability, and disaster resilience.

This initiative is funded by the Federal Emergency Management Agency (FEMA) through the Department of Homeland Security Regional Catastrophic Preparedness Grant (RCPG) Program (CFDA Number 97.111).

The planning and design of this housing study and needs analysis will be conducted with the direct involvement of members of the District 2 RCPG Workgroup along with emergency managers, social services providers, and community development agencies within each of the sixteen counties as well as with State and Federal Partners.

. This project will be delivered in four parts. The first part will focus on collecting and studying data from the District 2 region, specifically geared towards the current housing stock and how it compares to the present and future needs of the region. This study will also elucidate the disaster resiliency of housing stock in our region.

The second part of this project will include evidence-based recommendations to fulfill our region's housing needs and increase the disaster resiliency of the built environment in our region. These recommendations will be the direct result of information gleaned during part one, as well as nationally recognized case studies and successful strategies of peer communities. All strategies will need to be achievable within the confines of Tennessee state and local codes, regulations, and laws.

The third and fourth parts of this project will include both a workshop and training developed from the knowledge gained from the data of part one.

4.2 **SCOPE OF SERVICES:** Knox County on behalf of Tennessee Homeland Security District 2 is soliciting proposals for a comprehensive Region-Wide Housing Market, Affordable Housing, and Disaster Resiliency Analysis ("Analysis"). The Analysis should be provided in **four** parts. The first part is a **Housing Needs and Resiliency Assessment and Data Repository** concerning various metrics identified under "Data of Interest". Findings will need to be delivered in a sanitized, cleaned, and unified repository that can be accessed with commonly available business software such as Microsoft Excel or Access, Tableau, etc.

The second part of this project includes a **report** based on the collected data. The third part is a **workshop** where emergency managers, policymakers, social services organizations, community development agencies, and others will be presented with the findings of the analysis, their implications, and led through various facilitated discussions to identify additional possible solutions to these issues. The fourth part is a **training** on increasing affordable housing availability in our region to be delivered to an audience of policymakers, social services providers, and others.

This Analysis should identify the critical housing issues facing our region, including affordability, availability, quality, and access. Data specific to subpopulations, household composition, and area demographics will be vital for this study, as well as housing market analysis, current and projected housing trends, and current and projected population trends over the next 10 years. This study should clearly demonstrate well-defined gaps in our housing supplies, accurate and current inventory of units and their condition, and provide analysis of what factors brought us to our present housing crisis, along with other issues identified below in **Part 2: Report.**

The aforementioned data will be collected **for each** of District 2's counties. Separating and analyzing the data to be independent to each county will be crucial for these communities and the proposer to develop unique, relevant recommendations and plans for disaster preparedness.

Part 1: Housing Needs and Resiliency Assessment and Data Repository

The Consultant will conduct an assessment of housing in the District 2 region. The consultant will gather, analyze, and summarize the data identified under "**Data of Interest**", at minimum, in furtherance of this assessment. Data collected will be aggregated by **each county** within District 2. The consultant will be required to collaborate closely with Knox County, officials in other counties, the District 2 Regional Catastrophic Preparedness Grant (RCPG) Working Group, and external stakeholders identified through the data collection planning process.

This collaboration is essential to ensure that the consultant's research is aligned with the project's objectives and to avoid any duplication of work already completed. Regular meetings and progress updates will be necessary to keep all stakeholders informed and to address any emerging issues promptly. The consultant will meet regularly with the County, the RCPG workgroup, and external stakeholders throughout this process to ensure a comprehensive assessment is conducted.

For the **Housing Needs and Resiliency Assessment and Data Repository**, units will be defined using the U.S. Census Bureau definition: A house, an apartment, a mobile home or trailer, a group of rooms, or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building, and which have direct access from outside the building or through a common hall. For vacant units, the criteria of separateness and direct access are applied to the intended occupants whenever possible.

Data of Interest:

- **Population Demographics**
  - Age, race, gender, people with disabilities, veterans, people experiencing homelessness and chronic homelessness.
  - Household composition: size, income, and employment.
  - Population growth/ trends within the last 5 years.
  - Percentage of population that fall into the following categories:
    - Cost-burdened.
    - Severely cost-burdened.
    - ALICE (Asset Limited, Income Constrained, Employed)
- **Housing Stock (these inventories will include age, condition, and location)**
  - Inventory of fair market rental units:
    - Percentage of units owned by corporate entities.
    - Breakdown of type of housing (i.e. 1 unit detached/ attached, 2 units, 20+ units, mobile home, etc.).
    - Number of vacant units.
  - Inventory of subsidized units:
    - Percentage of units owned by corporate entities.
    - Public Housing.
    - Housing Choice Voucher Units (apartments, single-family homes, mobile homes).
    - Property Based Voucher Units.
    - Permanent Supportive Housing Units.
    - LIHTC Properties, including when their affordability terms expire.
    - Breakdown of type of housing (i.e. 1 unit detached/ attached, 2 units, 20+ units, mobile homes, etc.).
    - Number of vacant units.
  - Inventory of owner-occupied units:
    - Breakdown of type of housing (i.e. 1 unit detached/ attached, 2 units, 20+ units, mobile homes, etc.).
    - Number of vacant units.
  - Density mapping of all housing types.
- **Homeowner Trends**
  - Price/value of homes over the past five years.
  - Homeownership rates over the past five years.
  - Amount of new single-family homes developed over the past five years broken down by price point and location.
- **Rental Market Trends**
  - Fair Market Rent prices over the past five years.
  - Number of rental units developed over the past five years broken down by price point and location.
  - What percentage of these newly developed units are income based?
  - Rental unit locations categorized by price point.
  - Number of households that have applied for rental assistance in the past 5 years.
  - Amount of money spent on rental assistance in the past 5 years.
  - Number of evictions per area.
- **Miscellaneous Housing Types**
  - Number of beds/ units available for elderly (i.e. nursing homes, assisted living).
  - Number of beds/ units available for people with disabilities (i.e. group homes).
  - Number of beds available for transitional housing.
  - Number of emergency shelter beds available.
- **Resiliency**
  - Inventory of residential structures across District 2, including the year built, the legally adopted building codes in effect in the jurisdiction for the year the residence was built, and the then most-recently released building codes for the year the residence was built.
  - Number of rental units that meet the standards of Tennessee's current adoption of International Building Codes.
  - Number of all builds in the past 5 years that meet the standards of the 2018 International Building Codes.
  - Natural hazard/ disaster mapping broken down by type of hazard/ disaster (flood, wildfire, tornado, etc.).
  - Areas of repetitive loss in terms of housing.

Part 2: Report

The objective of part two of this project is to take the comprehensive data and insights gathered in part one and produce a detailed report that includes achievable strategies to increase the quality and availability of affordable housing in the region, as well as the resiliency of housing to various severe weather events/disasters. All strategies and recommendations should comply with Tennessee state and local laws. The report will outline comprehensive strategies to alleviate housing gaps, diversify housing types, and promote disaster resilience.

Determining the demand for housing at various price points and understanding the driving factors behind this demand, whether it stems from the native population or an influx of new residents, will be a critical component of this report. The report should delve into identifiable housing trends from the past five years, as well as predict growth over the next 10 years.

The consultant will examine various factors of the housing markets within District 2, such as the locations with the highest concentration of low-income housing, as well as the percentages of rental stock owned by third party absentee landlords versus local landlords. The report will also need to offer insight into how current resources such as Housing Choice Vouchers and Project Based Vouchers are being utilized and provide recommendations on how to incentivize landlords to participate in voucher programs.

To provide context and guidance, the report will include case studies of successful policy, zoning, and financial efforts from similar regions, along with an analysis of steps taken by peer communities to alleviate their housing needs. As disaster resilience and preparedness is a goal of this project, the report will also need to include analysis of building codes and standards used by peer communities.

Additionally, strategies to enhance the resilience of housing stock against natural disasters will be developed. The consultant should be able to illustrate the natural hazard vulnerabilities across the region and their correlation with our disadvantaged communities.

Part 3: Workshop, Outreach and Education Plan

The consultant will conduct a FEMA HSEEP-compliant Regional Housing Assessment Workshop based on the results of the assessment and the produced report. The purpose of this workshop is to share the findings from the assessment as well as to utilize input from attendees to develop an outreach and education plan focused on increasing the availability of disaster-resilient affordable housing in the District 2 region. This workshop will require at least two planning meetings.

Part 4: Increasing Affordable Housing Availability Training

Based on the work completed in parts one, two, and three, the consultant will develop and deliver a training related to increasing the availability of safe and affordable housing in our region. The training will require development of curriculum, materials, and other documentation sufficient to support conduct of the course. This training will require at least two planning meetings. The developed training will be delivered to an audience of policymakers, emergency preparedness personnel, social service organizations, community development agencies, and others.

4.3 **PROPOSER REQUIREMENTS:** The following are the minimum requirements that each Proposer must demonstrate.

- Proven experience in performing housing needs assessments for communities or regions of similar size and scope to this project. Successful completion of at least one project within the last four (4) years.
- Demonstrated track record of achieving results within specified deadlines.
- Expertise in both international and local building codes.
- Proficiency in various types of subsidized housing and related regulations.
- Proficiency in disaster preparedness and knowledge of related FEMA guidelines.
- Expertise in utilizing various data collections and analysis techniques relevant to housing market analysis, demographic studies, disaster preparedness, and housing market resiliency.
- Demonstrated ability to engage with diverse stakeholders, including local government entities, community organizations, emergency services agencies and residents, to gather comprehensive and accurate data.

- Experience in producing detailed, actionable reports that clearly outline findings, trends, and recommendations to inform housing policy and planning, as well as emergency response planning.
- Proven experience of transforming data into effective workshops and trainings.

4.4 **TIMELINE:** Proposers shall provide both a brief narrative describing the anticipated timeline for project completion (including total number of days) as well as a chart showing the timeline. The timeline shall start upon the Contractor receiving written notice to proceed.

SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and three (3) exact copies. An electronic copy on flash drive, in one complete file, is also required.

Part I **SIGNED (in blue ink) TRANSMITTAL LETTER AUTHORIZING THE PROPOSAL**

Part II **PROPOSER INFORMATION**

- Company Name, Address, and telephone numbers
- Contact name(s), telephone number(s), and current email address
- Proposers Vendor Number as assigned by Knox County Procurement Division
- Proposer's Knox County Business License (if applicable)
- Proposer's Employer Identification Number (EIN)
- SAM.GOV Identification Number (UEID).
- Copies of licenses and professional certifications for company and key personnel
- Acknowledgment of Addenda (if applicable)

Part III **EXPERIENCE AND QUALIFICATIONS**

Proposers must demonstrate their firm's complete experience and qualifications in developing housing needs assessments, executing data driven workshops/trainings, and providing detailed reporting. Specifically, proposers must demonstrate that they meet the minimum requirements listed in Section 4.3 and demonstrate an understanding of Homeland Security District 2. This includes but is not limited to the following:

- A brief description of the firm submitting the proposal including company background, organizational history, and office location(s).
- The number of years providing services (as the submitting entity) listed in this RFP.
- A detailed narrative of the relevant experience of the personnel providing the services requested in the RFP.
- Complete resumes including licenses and detailed experience and qualifications of the individual(s) responsible for conducting the work as stated in Section IV.
- List of three to five similar government clients, including a primary contact with telephone number and email address, to which firm has conducted similar data collection, analysis, reporting, and consultant services.
- Any potential subcontractors that may work on this project must be listed along with their experience/qualifications.
- Other information necessary to provide the firm's complete qualifications and experience to provide the services listed in this RFP.

Part IV **PROGRAM PLAN AND APPROACH**

Proposers are to demonstrate their understanding of the consultant services desired and must provide a detailed description of the plan and approach to be used by the agency, organization, firm, or individual in undertaking and completing the scope of work as outlined in Section IV of the RFP. The approach shall outline the tasks to be undertaken to complete the project, plan for completing each task, and identify the staff who will be responsible for each task. The program plan and approach should include but is not limited to the following:

- Outline strategies, approach, tools, and techniques for data collection including ways to ensure the data is accurate and comprehensive.
- Demonstrate flexibility in adapting data collection methods and resources to suit the unique needs of each county given the project's scope is across sixteen (16) counties.

- Provide a proposed outline/structure for the reporting required in Section IV, including how actionable recommendations will be determined for each County.
- Demonstrate a plan to craft workshops and trainings using the data collected in accordance with relevant federal guidance, ensuring content and activities are relevant to the variety of stakeholders mentioned in Section IV.
- Provide a timeline with key milestones for each portion of the project per Section 4.4.

Part V **COST**

Proposers must provide a turn-key price, inclusive of all costs to be incurred by the firm/team that will be charged to Knox County and shall identify the schedule for invoices. Costs shall be broken down by listing a separate cost for each part added to create a Total Project Cost as follows:

- Part 1: Housing Needs and Resiliency Assessment and Data Repository
- Part 2: Report
- Part 3: Workshop, Outreach, and Education Plan
- Part 4: Increasing Affordable Housing Availability Training
- Estimated travel costs (Reimbursement for travel will be based on the Internal Revenue Service published rates for the dates of travel).
- Total Project Cost inclusive of all parts and estimated travel.
- Proposers must also include a detailed breakdown of the costs. This shall include an hourly rate schedule, estimated hours to complete each part, cost of extra services such as printing, etc. Breakdown shall be provided per each part.

Part VI **ATTACHMENT**

- Submit the Affidavit of Compliance with the Iran Divestment Act & No Boycott of Israel (Exhibit A) per Sections 2.13 and 2.15.

Part VII **EXCEPTIONS**

Proposers are to include any and all exceptions taken to this solicitation under this part per Section 3.10. Do not mark through or otherwise alter the language of this RFP in your response

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
RFP NUMBER 3590

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorized Signature: _____
(Sign in BLUE ink)

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Knox County Procurement Division
Addendum I to Request for Proposals 3590
Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis

Addendum Date: **August 29, 2024** **Buyer:** **Ben Sharbel**

Closing Date: **September 12, 2024 at 2:00 p.m.** **Total Page(s):** **Five (5)**

Notes and Clarifications:

1. The Proposal Closing Date has been extended to Thursday, September 12, 2024 at 2:00 p.m.

Questions and Answers:

Referring to Section IV Section IV - Specifications - 4.2 - Scope of Services – Data of Interest:

Question 1: Is the expectation that we use existing data from public sources or may some data need to be purchased by the contractor?

Answer 1: The expectation is that the Consultant will use a variety of sources to assemble the data of interest, and this may include public sources, paid sources, and firsthand data-gathering.

Question 2: Are Housing Stock/Inventories data collected by District 2 counties or the State of Tennessee?

Answer 2: Limited inventories are collected by District 2 Counties and the State of Tennessee.

Question 3: Does the State of Tennessee gather county-level data that would be available to the contractor or is it expected that the contractor would gather these data from HUD?

Answer 3: The State of Tennessee gathers limited county-level data that would be available to the Consultant, and additional data would be gathered from other sources, including HUD.

Question 4: For Fair Market Units, does the state or county have information on corporate ownership?

Answer 4: Ownership information is available through State and County databases.

Question 5: For data on resiliency, is this information available at the local level through the county or state? Or is the expectation that the contractor will gather this information directly from county sources?

Answer 5: The expectation is that the Consultant will gather this information directly from state county sources, as well as employ analytical approaches to fuse disparate data sources into measurements of resiliency that accord with DHS/FEMA, HUD, and other guidance. The Consultant may also need to collect data through original survey methods.

Referring to Section IV - Specifications - 4.1 - Overview:
a. "The District received funding to develop and implement effective, sustainable, and regional approaches for enhancing preparedness for catastrophic incidents. To execute this objective successfully, the following components will need to be accomplished: identifying capability gaps, developing and/or updating plans, training to implement plans and procedures, and conducting exercises to validate capabilities."

Question 6: Is the expectation that the selected Consultant develop and update plans? If so, what plans specifically?

Answer 6: The expectation is that the Consultant will develop and/or update plans. In particular, the Consultant will develop the outreach and education plan discussed in Section IV - Specifications – 4.2 – Scope of Services – Part 3: Workshop, Outreach and Education Plan of the RFP.

Question 7: Does District 2 or District 2 individual counties already have any existing plans that need to be updated?

Answer 7: District 2 does not have existing plans that need to be updated. Individual counties do not have existing plans that need to be updated.

Question 8: Under which part of the scope does the development/updating of the plans take place?

Answer 8: This takes place under section Section IV - Specifications – 4.2 – Scope of Services – Part 3: Workshop, Outreach and Education Plan.

Referring to Section IV - Specifications - 4.2 - Scope of Services:
"The aforementioned data will be collected for each of District 2's counties. Separating and analyzing the data to be independent to each county will be crucial for these communities and the proposer to develop unique, relevant recommendations and plans for disaster preparedness"

Question 9: What plans need to be developed and/or updated related to disaster preparedness?

Answer 9: The data needs to be assembled to aid in the development and/or revision of emergency response plans and long-term vulnerability reduction plans for District 2 Counties.

Question 10: Does District 2 or any of District 2's individual counties have existing plans or drafts?

Answer 10: No.

Referring to Section IV - Specifications - 4.2 - Scope of Services - Part 3: Workshop, Outreach and Education Plan:

Question 11: "The consultant will conduct a FEMA HSEEP-compliant Regional Housing Assessment Workshop based on the results of the assessment and the produced report." Per the FEMA HSEEP guidance, HSEEP requires that capabilities and targets are identified, is the expectation that capabilities and targets will be identified in the report required under Part 2 of the scope, or following the Workshop under Part 3 of the scope, or has District 2 already identified capabilities and targets?

Answer 11: District 2 has already identified capabilities and targets.

Question 12: "The purpose of this workshop is to share the findings from the assessment as well as to utilize input from attendees to develop an outreach and education plan focused on increasing the availability of disaster-resilient affordable housing in the District 2 region." Is the expectation that the outcome of the Workshop produce the feedback necessary for the Selected Consultant to draft a community education and outreach plan?

Answer 12: That is correct.

Question 13: What does the outreach and education plan need to include? Is the outreach and education plan distinct from the plans that need to be "develop plans for disaster preparedness" as described under Referring to Section IV - Specifications - 4.2 - Scope of Services?

Answer 13: The outreach and education plan will need to include, at minimum, material sufficient such that the 16 counties of District 2 have evidence-based strategies and recommendations to conduct outreach to communities and to educate those communities on disaster preparedness and resiliency topics that address unmet needs found through the assessment process. This plan is considered the "plan for disaster preparedness" referenced in the identified section.

Question 14: Will the Knox County Procurement Division consider an extension from the September 5th submission requirement provided in the solicitation.

Answer 14: Yes, the closing date of the RFP has been extended one week to September 12th. See above clarification.

Question 15: Can you please clarify the deliverable for part 3?

Answer 15: There are two parts to the deliverable for part 3. The first part is a Workshop. The second part is an outreach and education plan.

The Consultant is expected to conduct a FEMA HSEEP-compliant workshop that communicates the findings of the assessment, summarizes the produced report, and facilitates discussion between attendees on the findings and report such that the results of those discussions can be used to inform an outreach an education plan for the District 2 region that gives the District a roadmap to addressing those findings.

The Consultant is then expected to develop the outreach and education plan in collaboration with the RCPG Workgroup and other relevant stakeholders identified by the District.

Question 16: Can you provide an approximate preferred timeline for project delivery?

Answer 16: Please see Section IV – Specifications – 4.4 – Timeline (page 12). It is the expectation that the respondent provide a timeline for completion, among other things.

Question 17: Is it possible to extend the RFP deadline by a week or at least by a few days?

Answer 17: Yes, see above clarification.

Question 18: We understand the deliverable would be to provide the data and supporting analysis for the counties to update their plans – are we correct that the counties will update the plans on their own? If the answer is no, will the vendor be expected to provide one or multiple plans?

Answer 18: Counties will update plans on their own. The consultant will be expected to develop an outreach and education plan as detailed in Section IV - Specifications – 4.2 – Scope of Services – Part 3: Workshop, Outreach and Education Plan.

Question 19: What are expectations for project delivery if any or multiple of the required data sources are determined to be unavailable?

Answer 19: Concerning the data sources, the expectation is that the consultant should be capable of providing the data through a variety of methods, including through first-hand collection should the data sources prove to be unavailable.

Question 20: Regarding development of the housing availability training, what is the desired length of hours for the curriculum? Will the training occur once or is there a specific number of training meetings expected? What is the desired delivery format (e.g., PowerPoint presentation, online course)? What is the desired format of the training materials (e.g., PowerPoint materials, audio/visual, training documents, packets)?

Answer 20: The desired number of hours for the curriculum will be discussed with the Consultant once the project has reached that phase, and will be based on information and feedback gathered through the prior phases of the project.

The number of deliveries of the training may vary and will be discussed with the Consultant once the project has reached that phase. The number of planning meetings concerning development of the training may vary as well, but will need to be at least two per the requirements in in Section IV - Specifications – 4.2 – Scope of Services – Part 4: Increasing Affordable Housing Availability Training.

The desired delivery format will be discussed with the Consultant once the project has reached that phase. Prior District 2 projects have utilized a variety of methods including traditional classroom delivery with multimedia elements and online, virtual instructor-led (VILT) and online, hosted self-paced content, depending upon the unique needs of the project.

End of Addendum I.

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement Division

Attachment B
Contractor's Response to Request for Proposals #3590

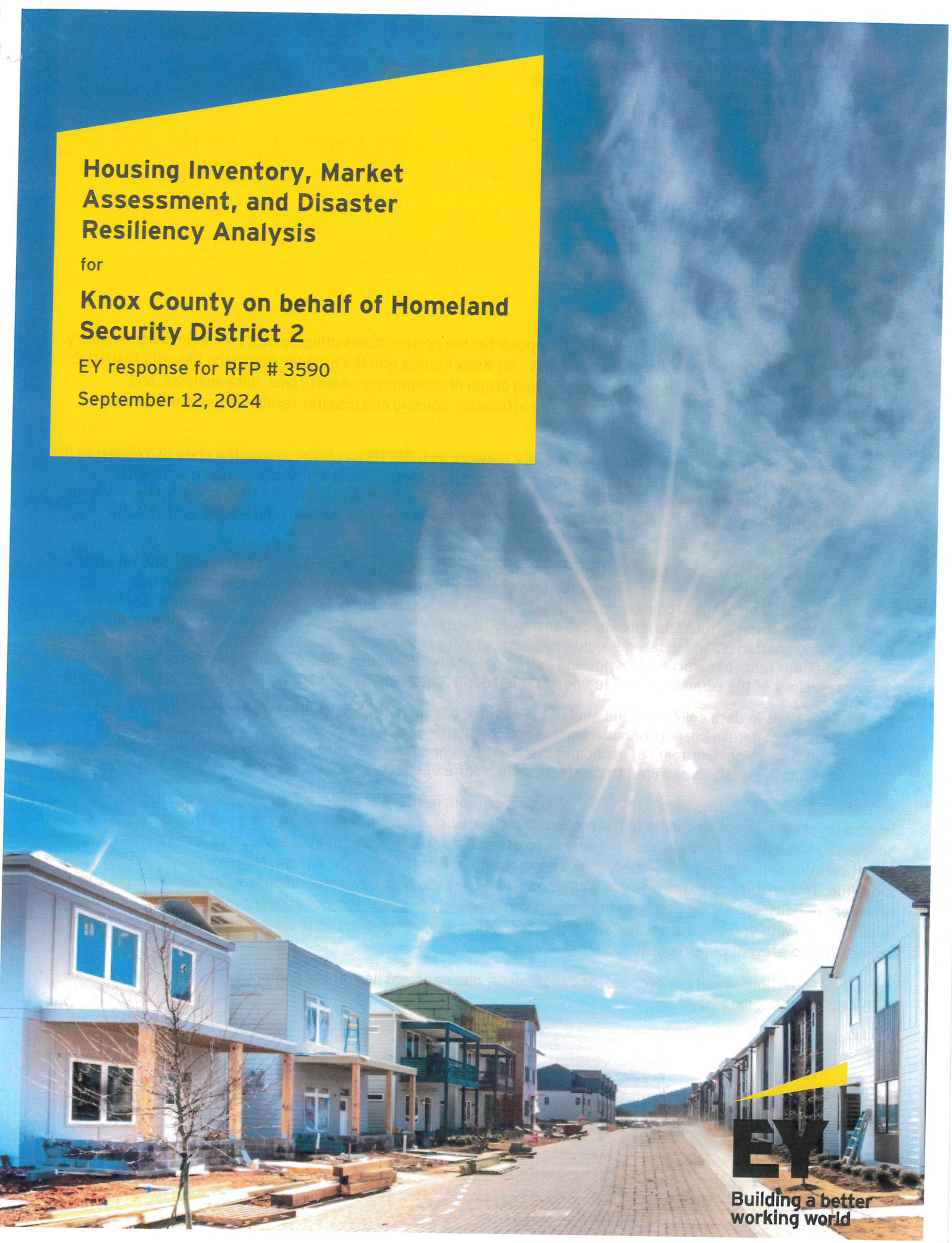
Housing Inventory, Market Assessment, and Disaster Resiliency Analysis

for

Knox County on behalf of Homeland Security District 2

EY response for RFP # 3590

September 12, 2024



Building a better working world

Building a better working world

Ernst & Young LLP
222 2nd Avenue South
Suite 2100
Nashville, TN 37201

Tel: +1 615 252 2000
www.ey.com

September 12, 2024

Proposal Number 3590
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

Ernst & Young LLP ("EY") is pleased to submit a proposal for the project "Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis" for Knox County and the broader Homeland Security District 2 (HSD2) in Tennessee. EY is equipped with a specialized group of economists, statisticians, data analysts, and professionals with deep understanding of barriers to affordable housing and disaster resiliency that can bring the following to the table:

- **Our commitment to Tennessee:** The global EY network includes three offices across the state of Tennessee in Chattanooga, Memphis, and Nashville. We serve the public sector across the State including work with Chattanooga Chamber of Commerce, City of Memphis, Metropolitan Nashville and Davidson County, Memphis Area Authority Transit, Shelby County School System, the State of Tennessee, and Knox County Health Department.
- **A deep understanding of the challenges and opportunities surrounding housing affordability and disaster resilience:** Our experience working with state and local governments and their partners informs our understanding of these challenges. Notably, our work in DeKalb County and the City of Cincinnati featured comprehensive affordable housing gap analyses. These analyses provided overviews of current housing stock, supply shortages, and detailed insights into demographic trends, home values, and housing characteristics. Also, our team has worked with housing authorities across the nation after disasters to strengthen the resiliency of the community and to understand federal requirements for housing and economic revitalization.
- **Core skills in data collection and analysis:** EY brings a team of professionals skilled in the collection and analysis of data in support of governments and the housing sector to inform policy decisions and strategic decision making. Our team of economists, statisticians and business analysts will be able to support the quantitative analysis required to create a useful picture of the community's needs.

Along with these attributes, we will bring our global reputation, network of subject-matter professionals, and unwavering commitment to quality to the project. Our clients benefit from ready access to a network of local and specialized subject-matter resources, allowing us to assemble a strong team that possesses a collective understanding of critical information about Tennessee, affordable housing, disaster resiliency, and quantitative and economic modeling. This enables us to provide you with a robust housing study and corresponding training that incorporates an inventory of housing, market assessment, and disaster resiliency analysis. We look forward to discussing our proposal in more detail with you and are excited at the prospect of working for you on this project. Thank you for the opportunity to present our proposal.

If you have questions about our proposal or our services, please do not hesitate to contact Sally Wallace at +1 404-536-4623, sally.wallace@ey.com.

Sincerely,

Sally Wallace
Managing Director
Quantitative Economics and Statistics
Ernst & Young LLP

Ernst & Young LLP
222 2nd Avenue South
Suite 2100
Nashville, TN 37201

Tel: +1 615 252 2000
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Building a better working world

September 12, 2024

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If you have questions about our proposal or our services, please do not hesitate to contact Sally Wallace at +1 404-536-4623, sally.wallace@ey.com.

Sincerely,

Sally Wallace
Managing Director
Quantitative Economics and Statistics
Ernst & Young LLP

Table of Contents

Contents

Table of Contents 3

Part II Proposer Information 4

Part III Experience and Qualifications 5

- Our understanding of the needs of Knox County and other Homeland Security District 2 counties 5
- A brief description of firm submitting proposal and years of service 5
- Narrative of relevant experience of the personnel providing services 10
- Complete resumes 13
- List of 3-5 similar government clients 23

Part IV Program Plan and Approach 28

- Summary of our approach 28
- Part 1: Housing Needs and Resiliency Assessment and Data Repository 28
- Part 2: Report 31
- Part 3: Workshop, Outreach, and Education Plan 34
- Part 4: Increasing Affordable Housing Availability Training 36
- Assumptions 38
- Timeline and key milestones 40

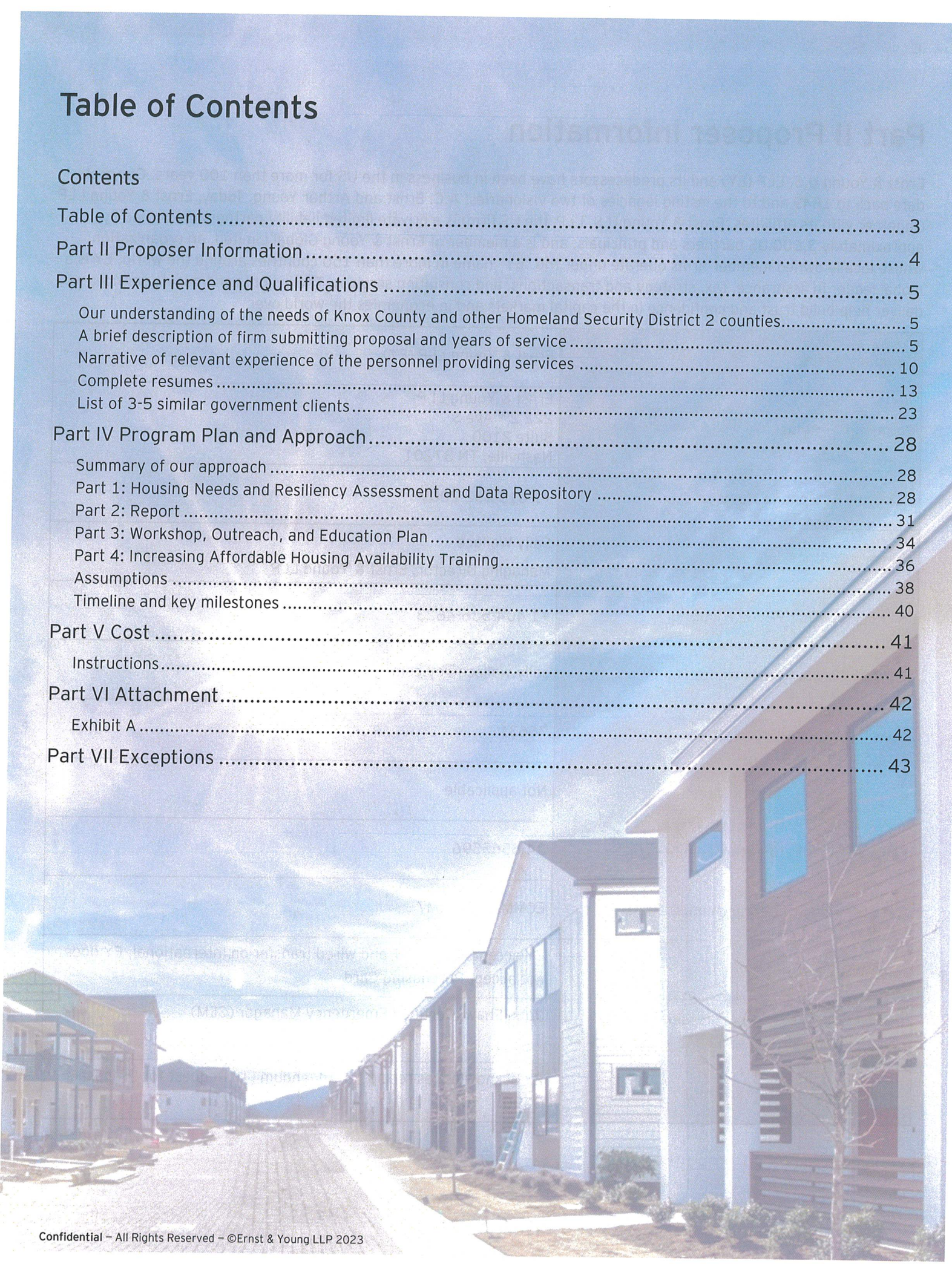
Part V Cost 41

- Instructions 41

Part VI Attachment 42

- Exhibit A 42

Part VII Exceptions 43



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Part II Proposer Information

Ernst & Young U.S. LLP (EY) and its predecessors have been in business in the US for more than 100 years. Our roots date back to 1849 and to the lasting legacies of two visionaries: A.C. Ernst and Arthur Young. Today, Ernst & Young LLP (together with its affiliates, Ernst & Young U.S. LLP, the US firm) is a private limited liability partnership, owned by approximately 3,600 US partners and principals, and is a member of Ernst & Young Global Limited, an organization whose locally owned member firms operate under the "EY" name in more than 150 countries around the world. EY is a global leader in assurance, tax, strategy and transactions, and consulting services. The insights and quality services we deliver help build trust and confidence in the capital markets and in economies the world over.

Company Name	Ernst & Young LLP (EY)
Company Address	Ernst & Young LLP 222 2nd Ave S Suite 2100 Nashville, TN 37201
Company Telephone Number(s)	+1 615 252 2009
Primary Contact	Sally Wallace Managing Director, Ernst & Young LLP
Primary Contact Phone Number	+1 404-536-4623
Primary Contact Email Address	sally.wallace@ey.com
Knox County Vendor Number	76631
Knox County Business License	Not applicable
Federal Tax Identification Number (EIN)	34-6565596
SAM.GOV Identification Number (UEID)	ECMMFNMSLXM7
Payment via credit card	EY accepts ACH, EFT and wired transfer on International, EY does not accept Purchasing Card
Copies of licenses and professional certifications for company and key personnel	John Shaw, Certified Emergency Manager (CEM)
Acknowledgement of addenda	EY acknowledges receipt of Addendum I to Request for Proposals 3590.

Part III Experience and Qualifications

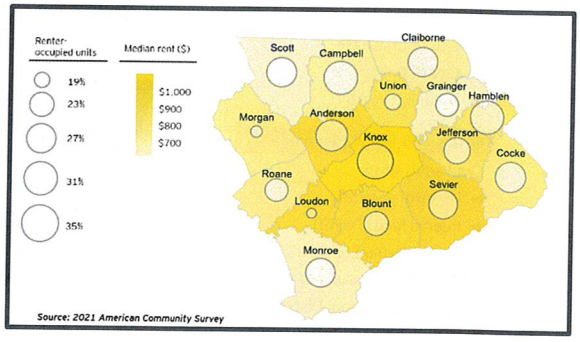
Our understanding of the needs of Knox County and other Homeland Security District 2 counties

We understand that Knox County and the other counties of Homeland Security District 2 seek a comprehensive housing inventory, market assessment, and disaster resiliency analysis. The counties seek this analysis and subsequent information sharing to be completed in four parts: 1) a housing needs and resiliency assessment and data repository; 2) a report summarizing results; 3) a workshop, outreach, and education plan; and 4) an affordable housing availability training.

To successfully conduct a comprehensive housing inventory, market assessment, and disaster resiliency analysis, we will actively engaging the broader ecosystem of housing agencies across the 16 counties in Homeland Security District 2. In coordination with key contacts in Knox County and other 16 counties, we will explore opportunities to connect and/or secure data from groups such as the Tennessee Housing Development Agency, Knoxville's Community Development Corporation, KnoxHMIS, Oak Ridge City Housing Authority, Clinton Housing Authority, and Union City Housing Authority. Increasingly, the ability to impact affordable housing outcomes will rely on innovation and collaboration of public and private stakeholders across the housing ecosystem. EY's proposed approach to completing the comprehensive housing inventory, market assessment, and disaster resiliency analysis and subsequent plans for workshops, outreach, education, and training reflect our understanding of these pragmatic realities.

In a preliminary review of Knox County and the other Homeland Security District 2 counties, median rents are highest in the counties bordering Knox County. Across all occupied units in Homeland Security District 2, 30% are renter-occupied, ranging from 18% in Loudon County to 35% in Knox County. In 2021, Knox County and the counties bordering it, such as Blount, Sevier, and Anderson, had the highest median rents. According to the Tennessee Housing Development Agency, 71% of homes sold in Knox County in 2021 were considered affordable based on median family income. Among homes, First Street reports 13.9% are at severe flood risk.

Figure 1. Homeland Security District 2, TN renter-occupied units and median rents by county (for illustrative purposes only)



A brief description of firm submitting proposal and years of service

EY is a market-leading professional services organization with more than 390,000 professionals worldwide. The firm and its predecessors have been in business in the US for more than 100 years. The roots of EY date to the early 1900s and to the lasting legacies of two visionaries – A.C. Ernst and Arthur Young. In 1903, A.C. Ernst opened the first office of the US firm in Cleveland, Ohio. On 1 July 1989, Ernst & Whinney merged with Arthur Young to create the US firm.

390,000
Global employees
150
Countries
57,000
US employees
$21.5b
US Revenue (USD)
As of June 30, 2023

Ernst & Young LLP (EY US or the US firm), a limited liability partnership, is a member firm of Ernst & Young Global Limited, an organization whose locally owned member firms operate under the "EY" name in approximately 150 countries around the world. The Americas area, formed in 2006, comprises member firms in 30 countries and more than 91,000 people. The Partnership is a substantial entity, with approximately 57,000 people working in the US. The Partnership's fiscal year 2023 total revenues, which include expenses billed to clients and amounts billed to other EY member firms (i.e., inter-firm revenues), approximated US $21.5 billion. The workplace culture of the US firm is recognized by organizations such as Fortune magazine and the Great Place to Work Institute

which frequently place EY US near the top of their lists for countries across the Americas Area. Our firm is registered to do business in Tennessee.

At EY, we provide extensive global service offerings across our four primary lines of Assurance, Tax, Advisory and Transaction Advisory Services. A selection of complementary services which we have provided to other state and local government entities are highlighted below:

EY government sector work

EY US has a dedicated Government and Public Sector (GPS) group that combines private sector leading practices with an understanding of the public sector's diverse needs, focusing on building organizations' capabilities to deliver improved public services. With nearly 3,000 government and public sector professionals, our GPS practice includes many practitioners working with state and local government. We work with government and public sector organizations at all levels, from national to local, to help them to meet challenges and create better outcomes for the citizens they serve. As a part of the broader EY organization, we have extensive and diverse resources in-house to support all of our operations, including accounting, management and administration, legal, and creative services. Within the Government and Public Sector practice, EY has assembled practitioners from our Quantitative Economics Statistics (QUEST) team.

Figure 2: EY Global Service Offerings and Public Sector Experience

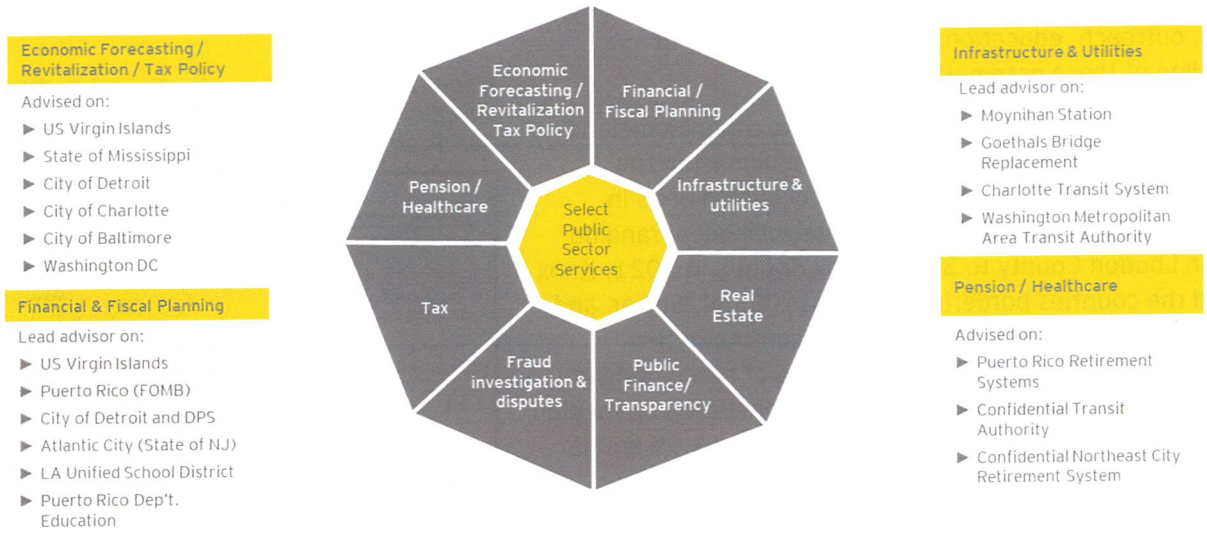
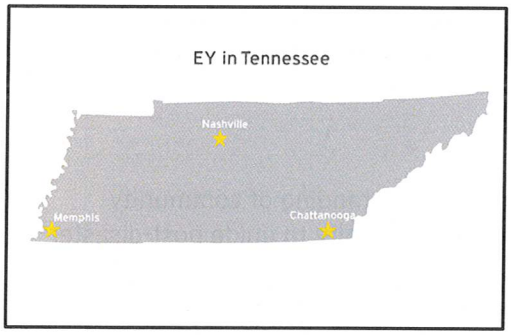


Figure 3: Recent State and Local Government clients of EY



Our commitment to the State of Tennessee



Our strong technical bench allows us to select dedicated professionals from relevant and specific practice areas within the firm who are best suited to support the needs of Knox County and the other Homeland Security District 2 counties. We bring experience in understanding and identifying housing and resiliency needs of populations, a deep bench of data collection and analysis professionals skilled in affordable housing and disaster relief areas and economics, and a wealth of experience convening stakeholders to gain information that can facilitate effective decision-making in the provision of services. Below is a brief overview of the EY practice areas that we will leverage to support the counties in Homeland Security District 2.

EY has a long history of providing quality service to Tennessee and state agencies, as well as Tennessee county and city governments such as the Department of Health, the Metropolitan Government of Nashville and Davidson County, the Department of Finance and Administration, the Department of Environment and Conservation, the Department of Human Resources, the Department of Intellectual and Developmental Disabilities, the Memphis Area Authority Transit, the City of Memphis, the Chattanooga Area Chamber of Commerce, Shelby County Schools, Knox County Public Schools, and more. Our EY Chattanooga, Memphis, and Nashville offices service Tennessee state and local governments and Tennessee businesses, positioning us to offer substantial local support for Knox County. We are committed to improving the quality of life for the citizens of Tennessee. As we have done in the past for other Tennessee government agencies, our team members are excited for the opportunity to support the counties of Homeland Security District 2 with a housing inventory, market assessment, and disaster relief analysis.

About EY's Quantitative Economics and Statistics services

This engagement will be led by EY's Quantitative Economics and Statistics (QUEST) group, which is an interdisciplinary team that brings together more than 60 economists, statisticians, and business analysts with deep industry and government experience. QUEST members have significant experience working closely with state and local governments. Our team members have held positions with the US Treasury Department, President's Council of Economic Advisers, Congressional Budget Office, Internal Revenue Service, US Census Bureau, US Department of Energy, state and local revenue departments, state legislatures and research organizations. More than two-thirds of our team have a Ph.D. or master's degree in economics, statistics, public policy, or a related field.

Figure 4. EY QUEST suite of services

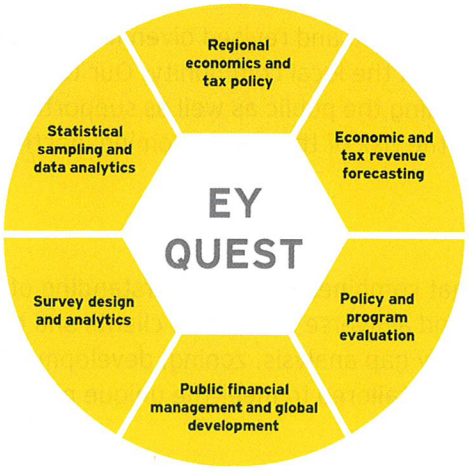
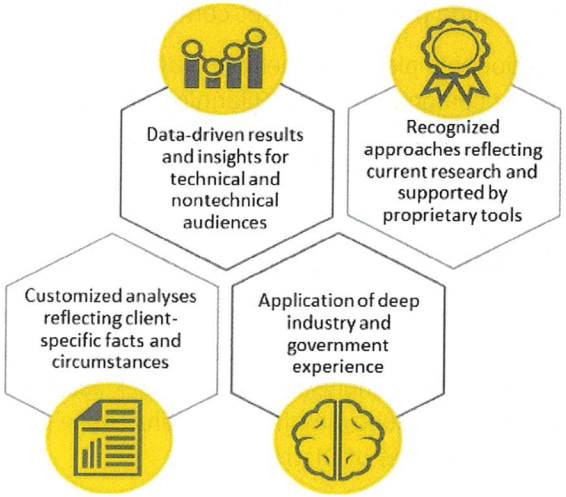


Figure 5. How we foster evidence-based decision making



Our team members specialize in economic and social impact assessment, data analytics, revenue forecasting and estimation, impact analysis, policy and program evaluation, regional economics and tax policy, and public financial

management. We have regularly assisted governments as well as industries with projecting future activity with economic forecasts as well as modeling economic and statistical relationships with "what-if" scenarios for alternative economic, business and policy scenarios. QUEST has completed more than 400 analyses across public financial management, statistical sampling and data analytics, economic and policy analysis, and survey design and analysis for a variety of public and private sector clients in more than ten years.

About EY's Disaster Analysis and outreach

Establishing response and recovery plans that are comprehensive and integrate an understanding of community objectives prior to and after a disaster are important steps in connecting the whole community to guide post-disaster decisions and investments. As a national practice for emergency management, EY has worked closely with local governments across the nation to support their disaster preparedness, response, recovery and mitigation efforts to ease the administrative burdens and more effectively hone in on the issues at hand. We understand the guidance released by the federal government is complex and actioning it at the local level requires the ability to take something complicated and make it simple. For this project, we bring the following experiences and plans to the table:

- Our team is experienced in developing plans involving multiple disparate stakeholder agencies, and bringing those stakeholders together to develop a plan which is specific, measurable, achievable, relevant and timebound. Our methodology for successfully managing the response and recovery processes includes planning for pre-disaster preparedness, mitigation, response and recovery capacity building through the following steps:
- Meeting with stakeholders: We will work with the appropriate personnel to assess and understand policies and plans associated with disaster management and recovery, including those regarding unmet needs and affordable housing. EY will assess these discussions from the lens of prior disasters the team has first-hand experience in managing. We will then use this information to develop a District 2 Outreach and Education plan based on the unique regional threats and hazards and the shifting threat landscape.
- Provide subject matter resources: EY's team will provide technical knowledge for plan updates based on their decades of experience in the local, state and federal levels of disaster response. We expect the development of the HSEEP-compliant workshop as well as the District 2 Outreach and Education plan will require a regional collaboration process. Our team is experienced with streamlining the update and development process of various plans across the nation.
- Focus on state and federal compliance: EY's advantage comes from previous experience guiding clients through the lifecycle of state and federal major disaster reimbursements. Our team is distinctly familiar with common and unique shortfalls in local plans that can jeopardize or limit federal funding and will provide a detailed analysis to ensure local planning priorities do not conflict with state and federal rules and regulations.
- Developing actionable plans: We believe plans should be developed to be tested and revised given new or updated variables – a key component of this planning process is the impact it has on the local community. Our team is accustomed to developing plans which have outreach components including the public as well as supporting agencies through a schedule of activities which are intended to reduce the risk of the plan becoming inactive and unusable.

About EY's Housing Affordability Strategy

Our housing affordability strategy team brings a differentiated approach that combines a deep understanding of government and real estate issues with broad experience, vast resources, and a diverse network of clients and contacts. We focus on macroeconomic analysis, housing stock assessment, affordability gap analysis, zoning, development, construction advisory, and policy implementation. These competencies will be tailored to meet the unique needs of the Knox County and the counties of District 2.

Our team has developed strong relationships with state and local governments, brokerages, construction companies, and developers. These connections grant the team access to a network of leading talent across the industry, providing a full-service suite of solutions tailored to this feasibility initiative and the broader goals of the district.

Sub-service categories within our housing affordability strategy solution

Market trends analysis

- Supply and demand metrics
- Key development incentives and barriers
- Workforce analysis
- Wage growth versus housing costs

Affordability analysis

- Housing stock analysis
- Affordability diagnostics
- Policy current state mapping
- Stakeholder engagement
- Barrier analysis

Policy implementation

- Zoning reform
- Developer incentives
- Fiscal policy
- Public-private partnerships
- Tenant protection
- Homelessness solutions

Real estate services

- Data analytics dashboard creation
- Asset monetization
- Housing conversion targeting

The value-add that EY brings to you

Below, we are pleased to highlight the unique value that EY would bring to this project.

Unique experience and insights from past work on affordable housing projects



EY has been very active in the affordable housing and urban policy space, working with different cities, counties, states, and provinces across the world to make living more affordable. We have provided data-driven outcomes to housing needs with a wide range of policies that are tailored to the specifics of the region in focus. EY is committed to using its expertise in the public sector with its robust knowledge and skill base to tackle society's most pressing issues, especially housing affordability.

Relevant sector professionals and access to subject matter professionals



Our professionals are not only equipped with housing gap analysis but also have extensive experience with state regulatory and monitoring policies, project management, jurisdictional review, fostering stakeholder involvement, evaluating performance services viability, organizational and financial restructuring, and business preservation and development. Our team has extensive economic and data analysis experience globally and within the state of Tennessee. Together, our team comes prepared with a deep understanding of the economy of Tennessee, as well as affordable housing systems throughout the US and the globe.

Global and local reputation

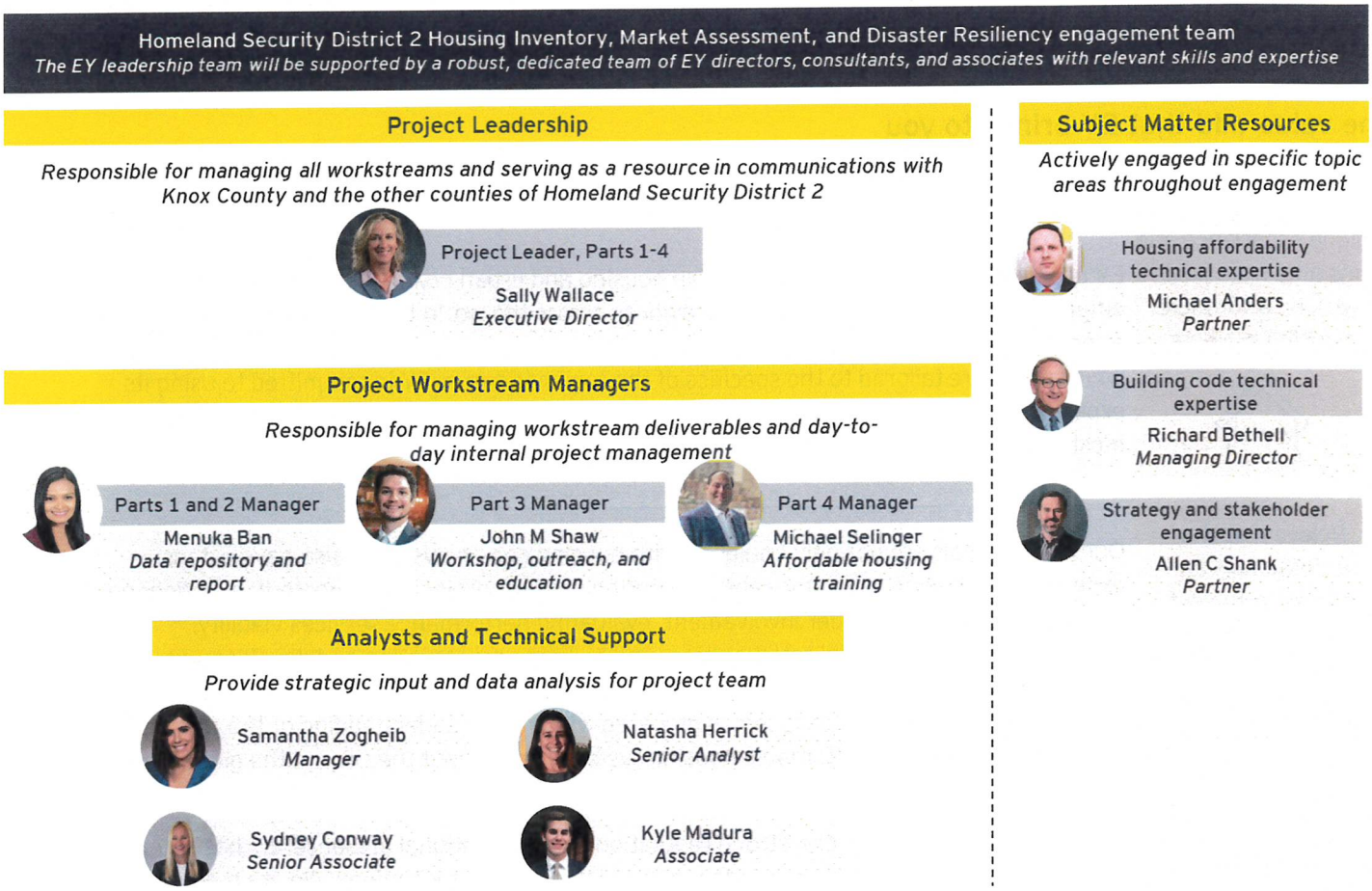


With our century-long history, strong reputation and international presence, EY has unique advantages in team quality, knowledge, methodologies, and technology. We are recognized as the most globally integrated professional services organization – in our mindset, actions, and structure. That means we can respond more quickly than our competitors. We can also access the right people and assemble broad, experienced teams around the world and locally. And by acting in this capacity, we can deliver better, more consistent quality.

Narrative of relevant experience of the personnel providing services

For this engagement, EY has assembled a team of economists, statisticians, quantitative analysts, and professionals with deep experience in affordable housing and resiliency, who together bring both breadth and depth of experience to the table. Provided below is an organizational chart outlining the lines of authority, names and titles of the core engagement team, support staff, and subject matter resources we have in-house. Following the organizational chart are role descriptions of our engagement executives and subject matter resources, followed by biographies for each team member.

Engagement Team Organizational Chart



Engagement executive:

Sally Wallace, PhD, has over 35 years of experience in policy development, implementation, and evaluation in economic development and public finances, including extensive work with several state and local governments in the US, the World Bank, USAID, IMF, Asian Development Bank, and numerous development agencies. She has served various clients by advising the public and private sectors on economic development and incentives, central and subnational taxation, expenditure and revenue policy and administration reform, conducting revenue and expenditure analyses, impact and program evaluation, and developing analytic capacity within governments. Dr. Wallace most recently served as the Dean of the Andrew Young School of Policy Studies and Professor of Economics at Georgia State University.

Data repository and report lead:

Menuka Ban is a senior manager in EY's QUEST group. Menuka has over 10 years of experience and specializes in public finance, program evaluation, statistical and quantitative analysis, policy analysis, survey design and economic

modelling. In her current role, she manages public finance and program evaluation projects for state and local clients, leading teams of analysts in studying the effects of policy initiatives, ranging from fiscal and economic policy to housing policy. She uses methods like econometric techniques to evaluate the effectiveness of programs and assess economic and fiscal implications of proposed policies. Previously, Menuka has provided forecasts for the housing market and property tax in Prince George's County, conducted a housing gap analysis for the City of Cincinnati, and evaluated property tax incentives for the City of Baltimore.

Workshop, education, and outreach lead:

John M Shaw is a senior manager with over 15 years of experience in emergency management. He has led local governments in their response to several devastating hurricanes which greatly affected persons and families in the most distressed neighborhoods. At EY, John primarily assists government to maintain compliance with federal regulations after a disaster affects their communities. John has also assisted governments with their disaster planning and financial recovery planning. John is a Certified Emergency Manager and frequently speaks at regional and national conferences on emergency management and financial recovery form disasters.

Affordable housing training lead:

Michael Selinger is a senior manager and housing affordability leader in EY's Strategy and Transactions practice, focusing on real estate and hospitality. He brings over 14 years of experience, with a track record in due diligence, asset and corporate strategy, and market analysis for real estate and hospitality clients. Michael's work includes operational reviews, post-merger integration, and financial assessments. He is experienced in advising on development, feasibility, asset monetization, and repositioning, as well as executing transactions and valuations, delivering solutions to that address his client's needs and challenges.

Analysis and technical support:

Samanatha Zogheib is a manager with over nine years of experience across consulting, construction management, and engineering design, both domestically and internationally. She has provided services around project management oversight, project control development, program management and execution plans, capital project assessments and audits, cost control and review, risk and schedule management, data analytics, and contract development and compliance. She also has extensive experience working with clients within capital projects, real estate, development, and supply chain departments.

Natasha Herrick, MSPP, is a senior analyst with more than eight years of experience across the nonprofit, public and private sectors with work spanning areas of affordable housing, social and health services, data and financial analysis, and public policy. Skilled in statistical software like Stata, R and Python and survey platforms such as Qualtrics, she excels in assessing social, economic and financial health across various regions using micro-level census data. At EY, Natasha has worked on projects identifying gaps in housing, access to healthcare services, and in workforce supply, as well as projects considering barriers to opportunity such as access to affordable housing. Previously, Natasha worked on the housing and property tax teams for the New York City Office of Management and Budget, where she reviewed policy proposals and financing for many of the city's affordable housing programs.

Kyle Madura is an associate at EY-Parthenon in the strategy practice in Boston, MA. He sits in the government and public sector practice with a focus on urban policy, education, and geopolitics. His urban policy work spans across areas of housing affordability, economic inclusion, educational outcomes, economic development, and community engagement. With a background in public policy analysis, Kyle advises for local governments in implementing outcome-oriented programs around housing affordability and local government performance. Prior to working at EY-Parthenon, Kyle researched public policy at an Illinois-based think tank, with a specific focus on how state and local governments can leverage policy to create positive social outcomes.

Sydney Conway is a Senior Associate in the Strategy & Transactions – Real Estate practice of EY based out of Boston, MA. Since joining Ernst & Young in 2022, Sydney has worked on real estate valuation, due diligence, and strategy advisory with clients in various markets across multiple asset classes such as affordable housing, office, multifamily,

retail, industrial, and senior housing. Sydney has diverse experience working on valuation engagements including real estate fair value reviews, purchase price allocation, impairment analysis, and strategic alternative analysis for all primary commercial property types.

Subject Matter Resources:

Michael Anders, Principal, is a leader in the EY-Parthenon commercial strategy practice. He served as the US leader for EY's Economic Advisory practice, supporting a mix of public and private sector clients on industrial development policy, economic and labor impact analyses, housing policy and other public policy topics. Michael is also a leader of EY's housing affordability initiative, overseeing housing strategy projects and developing thought leadership on the housing affordability crisis.

Richard Bethell, Managing Director, brings over 30 years of program, project management, construction, engineering and facilities experience to his role advising clients on construction excellence across three continents. His experience includes program and project planning, budget control, procurement, tendering, schedule development and implementation, and the management, superintendence, and quality control of all building works.

Allen Shank, Partner, has more than 20 years of experiences in advising clients on the administration of federal disaster grants as well as the preparation, presentation and settlement of large property damage and business interruption insurance claim. Allen has assisted state and local entities with the Department of Housing and Urban Development (HUD) and Federal Emergency Management Agency (FEMA) grants. Allen specializes in assisting local governments after disasters, working to support compliance with multiple federal programs across Tennessee, Texas, Florida, and the Southeast United States.

Complete resumes



Sally Wallace

Executive Director

Education

PhD in Economics, Syracuse University

Master of Arts in Economics, Syracuse University

Bachelor of Arts in Economics, William Smith College

Professional background

Sally Wallace is a managing director with EY's US National Tax, Quantitative Economics & Statistics practice. She has over 35 years of program evaluation, tax policy, and tax analysis experience and has worked across the United States and in over 20 countries. Sally works with the public, non-profit, and private sectors on issues related to social policy, expenditure review, tax policy, budgeting, and economic development.

Professional experience

- Sally Wallace is a managing director with EY's US National Tax, Quantitative Economics & Statistics practice. She has over 35 years of program evaluation, tax policy, and tax analysis experience and has worked across the United States and in over 20 countries. Sally works with the public, non-profit, and private sectors on issues related to tax policy, tax administration, expenditure review, budgeting, and economic development. She served the state of Georgia as director of the Fiscal Research Center, which conducts fiscal policy analysis for the Governor and the General Assembly. Internationally and domestically, she has led teams in the analysis of revenue, distributional, and economic effects of public finance reform to assist the public and private sectors understand and evaluate tax and expenditure policy options, with expertise in impact and program evaluation, microsimulation modeling, experimental and quasi-experimental research.
- For the State of Georgia, she co-developed several published empirical analyses associated with housing, demographic change, and earnings, with a focus on low-income residents. These include "The Effect of a Program-Based Housing Move on Employment: HOPE VI in Atlanta," "Earnings Mobility and the Great Recession," and "Long-Run Earning Mobility among Low-Income Individuals." These analyses utilized data from the Atlanta Housing Authority, U.S. Census, and detailed data on Georgian's use of public programs.
- Wallace served as an advisor to 3IE under contract with USAID to review the International Initiative for Impact Evaluation's "Good Governance Evidence Gap Map." As one of the expert advisors for the project, she reviewed qualitative and quantitative impact studies and results from research covering 1998-2022 and 3IE's research highlighting the gaps in program and impact evaluation in the governance area.
- She led impact evaluation training in Kazakhstan in 2019 and 2022 for academics and members of government seeking to evaluate social programs including health, education, and transfer payments, and civil society (NGOs). The training covered methods including randomized control trials, propensity score matching, laboratory experiments, regression discontinuity, and difference in difference estimators.



Michael Anders
Principal
Education
Master of Administration in Planning and Social Policy, Harvard University
Master of Science in Finance, London Business School
Bachelor of Science in Business Administration, Ohio State University

Professional background

Michael Anders is a principal/partner in the EY-Parthenon commercial strategy practice. He served as the US leader for EY's Economic Advisory practice, supporting a mix of public and private sector clients on industrial development policy, economic and labor impact analyses, housing policy and other public policy topics.

Professional experience

- Prior to EY, Michael was a partner at Keystone Strategy leading the firm's Global Strategy Practice, focusing on technology and public sector clients in the US, Middle East and Asia. Prior to Keystone, Michael was an engagement manager at McKinsey & Company. Michael earned a master's in finance from London Business School, a Masters in Admin, Planning and Social Policy from Harvard University and graduated magna cum laude with a BSBA in Economics from Ohio State.
- Led DeKalb County, Georgia affordable housing project to quantify housing affordability gaps and outlining potential remediation activities to address affordability challenges including zoning issues.
- Assisted US Health and Human Services on evaluation of program impact of pilot projects in San Diego County including housing affordability, employment and health outcome impacts of CalWorks and CalFresh programs.
- Supported Abu Dhabi government on economic impacts, housing requirements and spillover economic benefits of semiconductor industry investment.



Allen C Shank
Partner
Education
Master of Science in Accounting, Southern Methodist University
Bachelor of Business Administration in Accounting, Southern Methodist University

Professional background

Allen is a Partner in EY's Insurance & Federal Claims Services practice in Dallas, Texas. He specializes in assisting and advising clients on the administration of federal disaster grants. He has experience in FEMA programs, HUD grant programs, commercial insurance, recovery, risk assessment, and capacity review.

Professional experience

HUD

- Allen is assisting a state-level housing department to conduct a risk assessment of all subrecipients in the state that have received CDBG, HOME or ESG HUD grants over the preceding decade. In addition, Allen's team has developed a dashboard to report the risk assessment results and specifically track all findings from HUD, the State Auditor's Office, HUD OIG, and the entity's Internal Audit.
- Allen is assisting a county in the South in designing and conducting an evaluation of the county's CDBG-DR programs which include Homeowner Assistance Program (HAP), Homeowner Reimbursement Program (HRP), Buyout Programs (Voluntary and Mandatory) for Residential and Commercial Properties, Single Family New Construction Program, Affordable Rental Housing Program, and Infrastructure Program.
- Allen assisted with the research, preparation, and production of a study to provide an overview of a state housing agency's past, current, and future efforts for beneficiaries. Allen's team documented the disaster recovery response beginning with analysis of relevant HUD regulations and program guidelines for all GLO Disaster recovery programs and traced the benefit of CDBG-DR programs across time with respect to beneficiaries, various subrecipient populations, and activities, including the fulfillment of national objective requirements.

FEMA

- Allen has assisted and continues to assist a state-level entity in the South with grant administration and compliance monitoring of FEMA PA and HMGP funding for several hurricanes, floods, tornadoes, wildfires, winter storms and other peril.
- Allen is assisting a county government in the Southern US with the FEMA grants management process in the aftermath of Hurricanes Matthew, Irma, Dorian, Ian, Nicole, Idalia and Debby (2024). Allen's team assisted the county with the financial recovery and compliance with federal rules and regulations after multiple large disasters.



Richard Bethell
Managing Director
Education
Master of Business Administration in Construction and Real Estate, University of Reading
Post Graduate Diploma for Project Management, Royal Institute of Chartered Surveyors
Bachelor of Science in Engineering, University of Leicester

Professional background and experience

- Richard Bethell is a Managing Director in Ernst & Young's Capital Projects Consulting practice.
- He brings over 30 years of program, project management, construction, engineering and facilities experience to his role advising clients on construction excellence across three continents.
- His experience includes program and project planning, budget control, procurement, tendering, schedule development and implementation, and the management, superintendence, and quality control of all building works.



Samantha Zogheib
Manager
Education
Bachelor of Science in Civil Engineering, University of Cincinnati

Professional background and experience

- Samantha has over 9 years of experience across consulting, construction management, and engineering design, both domestically and internationally.
- Has provided services around project management oversight, project control development, program management and execution plans, capital project assessments and audits, cost control and review, risk and schedule management, data analytics, and contract development and compliance.
- Extensive experience working with clients within capital projects, real estate, development, and supply chain departments.



Menuka Ban
Senior Manager
Education
PhD in Policy Studies, University of Maryland (in progress)
Master of Science in Operation Research, College of William and Mary
Master of Public Policy, College of William and Mary
Bachelor of Arts in Mathematics and Political Science, Mississippi University for Women

Professional background

Menuka Ban is a senior manager with EY's QUEST practice. Menuka specializes in program evaluation, performance monitoring, public finance, and survey development. In her current role, she manages evaluation and public projects, leading teams of economists and analysts in studying the effects of policy initiatives, ranging from fiscal and economic to social policy.

Professional experience

- Menuka Ban is a Senior Manager in Ernst and Young's Quantitative Economics & Statistics (QUEST) practice. She has more than 10 years of experience in the professional services space, working closely with governments, corporations, and industry groups conducting economic and policy analysis, econometric modeling, forecasting, and providing Public Finance Management (PFM) services.
- Technical experience: Menuka oversees a team of economists and analysts who specialize in conducting econometric modeling, economic impact modeling, program evaluation, performance measurement and benchmarking, and geospatial modeling. Menuka has supported dozens of EY studies with her skills in data analysis and knowledge in software packages such as R, SAS, STATA, EViews, Python, and ArcGIS/QGIS to design and build the infrastructure for data extraction, transformation, and management of big data and conduct economic analysis.
- Experience advising state and local governments: Menuka has provided various public finance-related services to numerous state and local governments. This includes offering external guidance on budgeting processes and procedures, reviewing public finance management reform plans, providing support related to federal funding sources, evaluating existing policy impacts, assessing alternative policy scenarios, forecasting the short-term and long-term effects of government policies, and measuring the downstream impact of government and private sector activities. Menuka conducts reviews and measures of policies from fiscal, equity, and efficiency perspectives.
- Experience in housing policy: She has experience assisting various public sector clients in evaluating housing policy as a critical social determinant of health. Menuka's skills include conducting housing gap analyses, spatial analysis of vulnerable population, housing affordability assessments, and forecasting housing trends to provide strategic options on housing policy and inform property tax forecasts and policies.
- Before joining EY, she consulted for a USAID project to evaluate the effectiveness of early grade reading intervention in 50 different countries. She analyzed, tracked, and reported progress towards the attainment of the USAID's 2011 Education Strategy goals by evaluating statistical models, sampling framework, and technical notes used to evaluate different reading intervention programs. Prior to that, while at the statistical division of the United Nations, she evaluated national plans and strategies for the development of statistics in national statistical offices and their data dissemination plan.



John M Shaw
Senior Manager

Education
Master of Science in Planning, Florida State University
Master of Public Administration, Florida State University
Bachelor of Arts, Florida State University

Professional background

John is a Senior Manager in Atlanta, Georgia. John specializes in assisting clients with emergency management, preparedness planning, disaster resilience, mitigation, infrastructure protection, grants management, and FEMA Public Assistance reimbursements. John is a Certified Emergency Manager.

Professional experience

- Assisted local governments across the nation with the strategic application of a half-billion dollars in federal grant funds to benefit their communities, with an emphasis on helping the disproportionately impacted persons who are having a harder time recovering from the effects of COVID-19. These entities have focused on providing rental and mortgage assistance as well as creating strong healthy communities to reduce the long-lasting impacts of COVID-19.
- John previously served as Director of Emergency Management for Alachua County, Florida. In this role, he led the County's response to Hurricane Irma and a white nationalist rally/counterprotest at a land-grant research university. He also developed and led many topical trainings on preparedness, response and recovery.
- John led emergency preparedness and resilience planning for one of the largest metropolitan areas in Florida during his tenure as the Emergency Preparedness Supervisor for Duval County. He was also responsible for the successful application, management, budgeting, and implementation of dozens of federal and non-federal public safety grants.
- John frequently presents on emergency management and disaster grant cost compliance at regional and national conferences to local and state government leaders.



Michael Selinger
Senior Manager

Education
Bachelor of Science in Accounting and Finance, Yeshiva University
Certified Public Accountant

Professional background

Michael is a Senior Manager in EY's Strategy and Transactions practice, focusing on real estate and hospitality. He brings over 14 years of experience, with a track record in due diligence, asset and corporate strategy, and market analysis for real estate and hospitality clients. Michael's work includes operational reviews, post-merger integration, and financial assessments. He is experienced in advising on development, feasibility, asset monetization, and repositioning, as well as executing transactions and valuations, delivering solutions to that address his client's needs and challenges.

Professional experience

- Michael has led teams in acquisition and market due diligence for various property types, including office, manufactured housing, multifamily, hospitality, student housing, and senior living facilities. His due diligence work is centered on evaluating the operational performance of both real estate companies and properties, which involves examining trends, verifying underwriting assumptions and methodologies.
- Michael is leading a strategic team at EY that is creating a playbook to guide public authorities in promoting and facilitating affordable housing development, which includes zoning reform and the development of programs to encourage the adaptation and conversion of office spaces
- Michael was an advisor to the country of Bermuda related to the spinoff of Bermuda's department of tourism from government and the formation of a new private enterprise responsible for enhancing tourism. Michael has advised on developing a year one business plan, selection of a board of directors and C-Suite, vendor management and employee and asset transition.
- Michael has evaluated economic and demographic trends and real estate market fundamentals to develop strategic objectives and advised on development plans in collaboration with real estate developers and owners; directed commercial diligence and feasibility studies, including market, competitive set, and penetration analyses for hotels, entertainment centers, golf courses, and commercial mixed-use developments; assessed cash flow and sellout analyses to forecast market demand, inform property design, and guide the development process; and completed sector analyses to determine investment suitability and perform due diligence on target companies.
- Michael has advised clients, including C-suite teams, on strategic integration of post-merger companies, spin-off of key business segments, internal growth and business segment profitability strategies, operational enhancements, and personnel and contract transitions
- Michael has extensive experience in commercial real estate valuation and analyzed the fair market value of over $20 billion in real estate investments for Real Estate Funds, REITs, and publicly traded Real Estate Investment Firms, including investments in commercial, retail, residential, hospitality and industrial assets.



Natasha Herrick
Senior Analyst

Education
Master of Science in Public Policy, NYU Wagner
Bachelor of Science in Human Development, Cornell University

Professional background

Natasha Herrick is a senior analyst with more than eight years of experience across the nonprofit, public and private sectors with work spanning areas of affordable housing, social and health services, data and financial analysis, and public policy. Skilled in statistical software like Stata, R and Python and survey platforms such as Qualtrics, she excels in assessing social, economic and financial health across various regions using micro-level census data. At EY, Natasha has worked on projects identifying gaps in housing, access to healthcare services, and in workforce supply, as well as projects considering barriers to opportunity such as access to affordable housing.

Professional experience

- Natasha Herrick is a senior analyst in EY's Quantitative Economics and Statistics (QUEST) practice in Washington, D.C. She provides financial, data and policy analysis for public, private and nonprofit sector clients, as well as trade and hospital associations. She has experience forecasting tax revenue and working with statistical software such as R and Python.
- Past project work also includes designing a housing gap analysis model as part of broader public financial management project for a City and a project in service to a nonprofit client that involved a broad review of data and qualitative research on barriers to opportunity, including access to affordable housing, within a City. She also worked an engagement considering the economic impact of potential location of a business in an area, helping evaluate the potential impact on tax revenue, housing affordability, and school and other services.
- Another project involving a related skillset involved working with a major healthcare agency in a state to help analyze their continuum of care for a select area of healthcare services. Specifically, she compiled demographic, health outcome, and provider data for all counties across the state to help identify areas with poorer health outcomes and/or gaps in access to care.
- In the past year, she also conducted work for multiple hospital associations, ranging from estimating the impact of their community benefit to forecasting the future healthcare workforce availability in the state. When forecasting the healthcare workforce, her responsibilities included assistance with gathering data related to both supply of the workforce (demographics and educational backgrounds of the workforce) and demand for workers (vacancy needs, burnout rates, etc.).
- Prior to her position at EY, Natasha was a supervising analyst at the New York City (NYC) Mayor's Office of Management and Budget (OMB). In her last year at the agency, she worked for the housing team that oversees the budget for the NYC Department of Housing Preservation and Development. Natasha also spent three years prior with NYC OMB's tax policy group. In this role, she reviewed many legislative proposals focused on affordable housing tied to the city's property tax system and compiled estimates for units and types of populations affected.



Kyle Madura
Associate

Education
Bachelor of Science in Finance and Political Science, Ohio State University

Professional background

Kyle Madura is an associate at EY-Parthenon in the strategy practice in Boston, MA. He sits in the government and public sector practice with a focus on urban policy, education, and geopolitics. His urban policy work spans across areas of housing affordability, economic inclusion, educational outcomes, economic development, and community engagement. With a background in public policy analysis, Kyle advises for local governments in implementing outcome-oriented programs around housing affordability and local government performance.

Professional experience

- Kyle wrote a housing affordability report and strategic plan for DeKalb County, GA. He oversaw managing the day-to-day of the report creation, which included interviewing local housing stakeholders, putting together data analytics outlining the issues, and researching and strategizing the policy solutions for increasing housing affordability in the county.
- Kyle helps lead EY's housing affordability initiative, which is focused on developing solutions for local governments to address housing affordability through affordability diagnostics, policies and implementation, and real estate services.
- Kyle helped author an article on how cities and counties can address the housing affordability crisis, which included a current state assessment of the issue, followed by policy solutions surrounding zoning reform, developer incentives, tenant protections, and public-private partnerships.
- Kyle leads EY's Global Human Services Subcommunity on Housing / Homelessness, where he works with a group across the world invested in affordable housing project work and thought leadership to find firm synergies within the field.
- Currently, Kyle advises for the City of Houston on urban policy and performance management, leading the effort to benchmark Houston in outcome-driven performance across policy areas with its peer cities. He is also advising on best practices for local government performance management.
- Kyle helped create a framework for analyzing economic inclusion in the City of Baltimore, comparing strategies and best practices for nonprofits to promote economic mobility in the local community. Kyle led the geographic research that analyzed the economic issues and social determinants of health metrics within the city.
- Prior to working at EY, Kyle researched public policy at an Illinois-based think tank, with a focus on how state governments can leverage policy to create positive social outcomes.



Sydney Conway
Senior Associate
Education
Bachelor of Science in Finance and Real Estate, Lehigh University

Professional background

Sydney is a Senior Associate in the Strategy & Transactions – Real Estate practice of EY based out of Boston, MA. Sydney holds a Bachelor of Science in Finance with a concentration in Real Estate from Lehigh University. Since joining Ernst & Young in 2022, Sydney has gained valuable experience related to real estate valuation, due diligence, and strategy advisory through working with clients in various markets across multiple asset classes such as affordable housing, office, multifamily, retail, industrial, and senior housing.

Professional experience

- Sydney has diverse experience working on valuation and strategic development engagements including real estate fair value reviews, purchase price allocation, impairment analysis, and strategic alternative analysis for all primary commercial property types.
- Sydney recently collaborated with a Chamber of Commerce in the Southern United States to create a strategic economic development plan through comprehensive research of economic and demographic trends and real estate fundamentals.
- Currently, Sydney is working on a strategic team within EY which helps to guide public authorities to promote and facilitate affordable housing research and development.
- Sydney is assisting in financial due diligence for the Department of Housing and Urban Development (HUD) for five affordable housing properties which have received Comprehensive GRRP Awards to assess their current financial viability.

List of 3-5 similar government clients

List of 3-5 similar government clients including a primary contact with telephone number and email address, to which firm has conducted similar data collection, analysis, reporting, and consultant services.

Name of Firm: DeKalb County, Georgia

Contact Person: CEO-Elect **Phone Number:** 470 889 4211

E-mail Address: LCJohnson@dekalbcountyga.gov Fax Number: N/A

Services Provided: Conducted a housing affordability analysis and created a housing strategy plan

Contract start date: July 22nd, 2024 Contract end date: August 30th, 2024

Name of Firm: City of Memphis

Contact Person: Mr. Haley Simmons Phone Number: 901 636 6094

E-mail Address: Haley.Simmons@memphistn.gov Fax Number: NA

Services Provided: Conduct benchmarking and data analysis related to public finance management

Contract start date: May 2024 **Contract end date:** August 2024

Name of Firm: Forsyth County, Georgia

Contact Person: David McKee, County Manger Phone Number: 770 781 2101

E-mail Address: DWMcKee@forsythco.com Fax Number:

Services Provided: Estimated potential economic and fiscal impact of a potential multi-use development in the County

Contract start date: October 2023 Contract end date: Present

Organization	DeKalb County, GA
Project name	DeKalb County Housing Affordability Assessment
Project duration	~6 weeks

- **Overview:** Like many American counties, the ongoing housing affordability crisis in DeKalb County, GA continues to escalate, making it increasingly difficult for low and middle-income families to secure decent and reasonably priced homes. The county needed ways of increasing supply and improving housing conditions. EY was engaged by the County to provide a housing affordability assessment and develop strategies to resolve the issue.
- EY provided the following services–
  - **Stakeholder engagement:** Performed stakeholder engagement by interviewing several housing officials in the county, both in the government and private sector.
  - **Housing stock inventory:** Created a detailed profile of DeKalb County's housing stock, focusing on size, composition, and age.
  - **Rental and homeowner trends:** Analyzed housing affordability, studying the relationship between home prices or rent and income, as well as cost-burden.
  - **Affordable housing analysis:** Proposed policy solutions like zoning reform, developer incentives, tenant protections, and a housing empowerment program. Wrote a draft Renter's Bill of Rights as an illustrative example of a tenant protection model. Developed strategies for implementing these policies, including collaboration with local politicians and public outreach.

Outcome:

DeKalb County was provided with a comprehensive report and strategy plan that will be crucial to developing more affordable housing as the Atlanta Metropolitan Area continues to grow.

Organization	City of Memphis, TN
Project name	Revenue benchmarking and analysis
Project duration	~3 months

- **Overview:** The City of Memphis engaged EY to assess its current tax burden and conduct a revenue capacity analysis analyzing the current landscape of City taxes, fees, and charges and to benchmark them compared to surrounding jurisdictions and other peer cities of similar social, economic, and demographic characteristics.
- EY provided the following services–
  - **Benchmarking:** Prepared a list of benchmarking peers based on similar social, economic, and demographic characteristics as well as those located in nearby jurisdictions.
  - **Tax burden analysis:** Analyzed and provided comparisons of tax burdens as a share of median household income and tax burden of a representative household for the City of Memphis relative to its peers. Identified characteristics of a representative household taxpayer, such as median income, to construct analysis.
  - **Expenditure review:** Collected and summarized tax incentive expenditures and administrative processes, including a review of abatements for payments in lieu of taxes and tax increment financing districts.
  - **Revenue opportunity identification:** Reviewed revenue raising instruments of peers and incorporated equity considerations to identify potential revenue raising options for the city.
  - **Policy, administrative, and implementation considerations:** Provided key considerations, based on the findings from the research above, that the county may consider for promoting inclusive economic growth and suggest next research and policy steps.

Outcome:

The City of Memphis was provided with a presentation deck summarizing tax burden and expenditure analysis relative to peers, as well as policy, administrative, and implementation considerations for revenue growth.

Organization	Forsyth County, GA
Project name	The Gathering at South Forsyth Economic and Fiscal Impact
Project duration	~1 year

- **Overview:** EY estimated the potential economic and fiscal impact of a potential multi-use development in Forsyth County, Georgia including hotels, retail, restaurants, residences, and an NHL hockey arena.
- EY provided the following services–
  - **Economic and tax impact:** EY is measuring the one-time economic and tax impacts of development and forecasting future impact. This includes direct (e.g., employment, payroll), indirect (e.g., purchases of goods and service from suppliers), and induced (e.g., consumption spending of employees) economic effects, as well as impact related to GDP, labor income, and employment impacts associated with the new location of the mixed-use development. EY also constructed a tax model to quantify the anticipated total tax contribution of the development, including taxes paid by the development, its tenants, and its employees on their incomes, purchases, and property. Taxes incorporated into the analysis include local property taxes by taxing jurisdiction, state and local taxes, and excise taxes.
  - **Analysis of migration inflow-outflow pattern:** EY analyzed the existing migration within the county from other parts of Georgia and the rest of the United States to understand the current demand for residential housing units in Forsyth County. This analysis was conducted to estimate the impact of new residents on Forsyth County's economy, who would be occupying the residential units to be built within the multi-use development.
  - **Analysis of impact of residential developments:** EY evaluated the property tax, income, and sales tax impacts of a 1,200-unit multi-family development and 150 single-family unit developments. Our analysis included estimates of vacancy, as well as household family size and school age multipliers to project the total population and associated impact.
  - **Public sector cost analysis:** EY is estimating the related impacts on schools, public safety, fire, water and sewer, and capital projects. For an example of the impact on schools, EY is working with the local school board and other residential multiplier data to understand the impact of the development on school enrollment. To analyze overall fiscal impact, EY is identifying the school districts that would be affected and considering current capacity and per pupil costs relative to anticipated increases in property tax revenue and state-level funding from state funding formulas.

Outcome:

EY's analysis supported the County in its negotiations with the Developer. Further, it informed County Commissioners in their approval of the development.

Organization	Fiscal Oversight and Management Board (FOMB), Puerto Rico
Project name	FOMB Permitting Reform Workstream
Project duration	~18 months

- **Overview:** Not unlike jurisdictions in the US, Puerto Rico has experienced significant challenges with its permitting system, which was perceived as overly burdensome, especially in the aftermath of hurricane Maria and 2019/2020 earthquakes. The process was further hampered by the lack of up-to-date zoning and land use maps in the municipalities. FEMA provided Hazard Mitigation Grant funds to help address concerns, specifically focused on personnel. EY was engaged by FOMB to review the permitting system and provide recommendations for improvement. In follow-up engagements, EY assisted the Commonwealth in the implementation of these and other recommendations.
- **EY provided the following services–**
  - **Collaboration:** Continuous engagement with the Commonwealth Permitting office and the Puerto Rico Planning Board, the entity responsible for maintaining land use and zoning maps, regional permitting offices, municipalities with the authority to issue permits, professionals authorized to issue permits, and key stakeholders, such as involved government entities, applicants, and members of the College of Engineers to understand the permit process and identify areas of concern.
  - **Survey distribution and analysis:** Designed and deployed a permit applicant survey which resulted in over 20k survey responses. The survey responses highlighted deficiencies and provided suggested features for a redesigned permit system. Analyzed the survey responses to develop recommendations to improve the permitting system
  - **Reporting to FEMA:** Provided updates on reform efforts for use in annual reports to FEMA. Report included a detailed description of the current permitting environment, an inventory of all permit types, maps of the major permit processes, identification of key government entities involved in the permit system, identification key system constraints, the roles and responsibilities of municipalities and professionals authorized to issue permits, deficiencies in the online permit applicant portal and a review of the existing legal and regulatory framework within which the permitting system operates.
  - **Policy and implementation strategies:** Recommendations were developed and compiled to address the concerns identified in the permitting review report, including: an updated permit applicant website, checklists and additional application guidance, an initial draft of a business rules engine to assist permit applicants, an initial permit training framework to improve permit agent competency and efficiency, the development of an extended exempt permit list for low-risk projects and the development of an expedited permit application.

Outcome:

The Government of Puerto Rico has engaged in updating its website to improve the user experience and is in the process of developing training materials and other additional materials to applicants are permit reviews to improve the permit system.

Organization	City of Cincinnati (Cincinnati Futures Commission)
Project name	Financial review for strategic plan
Project duration	~1 year (~6 weeks for survey and affordable housing gap analysis)

- **Overview:** CFC engaged our firm to work with the City of Cincinnati to provide forecasting services and identify and prioritize initiatives to achieve fiscal sustainability and robust economic growth.
- EY provided the following services–
  - **Forecasting:** Reviewed the City's forecast 3-year forecast and extended the forecast to another seven years using robust econometric analysis. Analyzed the current and historical conditions, and included key assumptions, including growth rates and other macroeconomic assumptions (e.g., employment levels and inflation), housing trend, and other factors.
  - **Ecosystem evaluation:** Completed an ecosystem evaluation to inform the SWOT analysis and opportunities for economic development. Identified goals, priorities, and tactics to drive equitable economic growth and accelerate economic prosperity. Helped CFC identify housing affordability as one of the top priorities for the City.
  - **Community engagement survey:** Conducted a survey among residents of both the City of Cincinnati and the surrounding metro area. Designed survey to collect valuable insights on the city's service delivery and assess the focus of its economic development agenda. Used survey results to identify key areas of priority for the City over the next ten years. Among these areas, the availability and affordability gap in housing was identified as the primary concern.
  - **Affordable housing gap analysis:** Provided an affordable housing gap analysis that served to estimate the required investment in affordable housing that would be needed to cover rent and mortgage payments exceeding thirty percent of annual household income for all housing units in the city. Summarized the existing housing stock and supply shortages, as well as trends in demographics, home values, and housing characteristics. This work stemmed from a community survey we distributed, where a key finding was results indicated overall options for renters and homebuyers was ranked a top priority for promoting economic.

Outcome:

The City of Cincinnati was provided with a report and strategy plan from the Cincinnati Futures Commission, providing insights for economic growth, housing and neighborhood investment, and core operations.

Part IV Program Plan and Approach

Summary of our approach

Presented below is an implementation plan covering the four project phases and culminating in a summary timeline and key milestones. Our overall approach is informed by our understanding of the requirements and needs of the counties in Homeland Security District 2 and our experience with data analysis, policy evaluation, and housing gap analysis. Our program plan and approach will support the on-time delivery of the report, as well as quality analysis, workshop, and trainings across all project elements.

As described in further detail in each section below, our project plan will take place with Parts 1 and 2 in the first 2.5 months, followed by Part 3 for 4.75 months (beginning in the last week of Part 2), and finally Part 4 for 1.75 months for a total timeframe of approximately 9 months.

Part 1: Housing Needs and Resiliency Assessment and Data Repository

Our approach to Part 1 will involve five tasks focused on collecting data on housing demand and supply data to inform and assess the housing needs and resiliency of the 16 counties within Tennessee Homeland Security District 2.

Task 1.1 Review data availability and develop data collection plan

Key activities

- Identify key stakeholders and points of contact for collecting data requests from counties.
- Send a data request for counties to provide all relevant data.
  - Set up a virtual meeting with counties to summarize request and gather contextual information.
- Compile a list of datasets from sources including the US Census, the US Dept. of Housing and Urban Development, Oxford Economics, Zillow, Redfin, and local county agencies.
- Separate data sources into interest areas that contain:
  - Information for housing demand (household population demographics).
  - Housing supply (housing stock and miscellaneous housing types).
  - Quality of housing supply and risks to quality (resiliency).
  - Interacting factors which affect the ability of those in need of housing to afford it (homeowner trends and rental market trends).
- Identify existing state and local laws and regulations / building codes for review.
- Take an inventory of data availability (across counties, only in some counties, only regional).
- Take an inventory of the similarities and differences between the publicly available data and local county and public agency provided data.
- Inventory missing data to identify potential approaches for filling the data gap.
- List the potential peers and aspirational regions for comparison.
- Schedule follow-up requests and meetings with counties and relevant stakeholders as needed to finalize the inventory and peers list.

Task 1.2 Collect and standardize data for housing need, including demand, supply and resiliency analysis

Key activities

- **Collect and standardize data on housing demand.**
  - Using the U.S. Census Bureau's Public Use Microdata Sample (PUMS) based on the American Community Survey (ACS), compile data to reflect various household

	characteristics such as household median income, cost-burden households, and renter versus owner occupied household. This will feed into the housing gap analysis later in the engagement. ▸ Collect additional information of interest such as estimates of population trends, the homeless population, and eviction rates. This will feed into analyses such as determining the demand for housing at various price points and the driving factors for demand. ▸ **Collect and standardize data on housing resiliency.** ▸ Establish indicators for key building code year groupings to feed into the housing gap analysis. ▸ Collect additional information of interest such as flooding and areas in need of investment. This information will feed into analyses of natural hazard and disaster data and areas with housing loss and demolition. ▸ **Collect and standardize data on housing supply.** ▸ Using the US Census ACS PUMS data, compile data to reflect various housing stock characteristics such as bedroom size, housing costs (e.g., gross rent), and groupings for years built. This will feed into the housing gap analysis as well as resiliency analysis. ▸ Collect additional information of interest such as inventory of subsidized units; available beds for elderly, disabled, transitional housing, and sheltered; new developments in the pipeline; and proprietary information on market sales and rents. This data will feed into housing affordability analyses such as those related to locations of the highest concentrations of low-income housing, the rental stock owned by third party absentee landlords, and voucher programs.

Task 1.3 Assess housing needs and resiliency	
Key activities	▸ **Conduct descriptive and trend analysis.** ▸ Using data collected from Task 1.1 and Task 1.2, review and summarize descriptive statistics regarding the demand, supply, and resiliency. ▸ Identify growth in housing supply and demand, incorporating a trend analysis of various elements of housing segments, prices, household demographics, population changes, and migration patterns from the Census. ▸ **Forecast relevant trends for the next 10 years.** ▸ Identify and forecast relevant factors that could impact the future supply and demand. EY will base these forecasts on historical trends, considering existing trends in housing, economic, and demographic indicators. Forecasts will be also informed by projections produced by reputable federal and state agencies. ▸ **Conduct housing gap analysis.** ▸ Using data collected from Task 1.1 and Task 1.2, gap analyses will be conducted and analyzed for specific affordable housing groups (e.g., cost burdened, severely cost burdened, and ALICE) at various area median incomes (AMI) or each county in Homeland Security District 2. Area median incomes and affordable fair market rents will be based on the U.S. Department of Housing and Urban Development thresholds for each county. ▸ Determine which units are both affordable (based on cost burdened levels determined in prior step) and available (vacant units or units occupied by other households with incomes for which housing is affordable). ▸ The gap will be calculated as the difference between the households with incomes at a specific cost burden level and the number of available and affordable housing units for incomes at that area median income level.

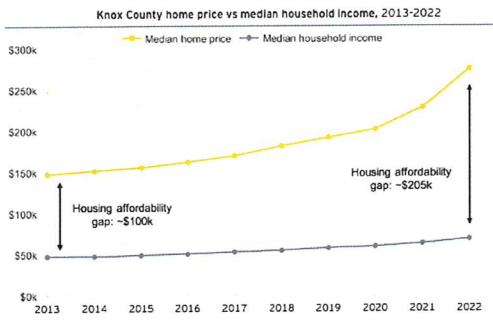
	▶ **Conduct resiliency analysis.** ▶ Review and summarize the age of building structures across the housing stock and for select household segmentation characteristics. ▶ Identify the vulnerable areas based on housing characteristics, geographic attributes (e.g. flood plains) as well as socio-economic makeup of the areas. ▶ If available, use historical data to assess the frequency, intensity, and potential impact of various types of natural and man-made disasters in the region to identify vulnerable areas.

Part 1 final deliverables– Will include the following:

- Data repository in the form of an excel file, providing information on household demand for housing, housing stock supply and resiliency, housing-supply gaps, projections, and insights for the counties of Homeland Security District 2.
- MS Word document narrative outlining methodology for projections.

An illustrative example of EY's approach to housing affordability assessments

Knox County has experienced a dramatic rise in housing costs compared to income, resulting in a significant portion of the population being cost-burdened



Affordability metrics

44%	of renters are cost-burdened and spend more than 30% income on housing
23%	of renters are severely cost-burdened and spend over 50% of income on housing
8.2k	home shortage for households earning at or below 50% median family income
921	people experienced homelessness in 2023

Preliminary analysis for illustrative purposes only

9 Source: US Census Bureau; Zillow; National Low Income Housing Coalition; Knoxville-Knox County Continuum of Care

- EY's housing affordability assessment for local governments involves utilizing a wide range of data sets and analytical tools to demonstrate local housing need.
- In addition, it is based on comprehensive research on existing local programs, stakeholder engagement, and barrier analysis.
- All of this is utilized to come to outcome-driven solutions to the local housing issues dependent on the specific needs of the region.

Part 2: Report

The report development will involve an iterative process, summarizing data, analysis, and benchmarking.

Task 2.1 Conduct additional analysis, including case studies and benchmarking

Key activities	▸ Identify the demand and associated factors using data analysis from Task 1, which encompasses trend analysis of various elements such as housing segments, prices, household demographics, population changes, and migration patterns from Census. ▸ Map out the geographic distribution of low-income housing within District 2, pinpointing areas with the highest concentration using publicly available data. Analyze the composition of the rental market, comparing the percentages of properties owned by third-party absentee landlords versus those owned by local landlords. *Note: EY assumes Knox County or District 2 will provide the data needed to analyze composition of the rental market, comparing the percentages of properties owned by third-party absentee landlords versus those owned by local landlords (e.g., through property tax role data).* ▸ Review the current use of Housing Choice Vouchers and Project-Based Vouchers in the district, drawing on data analysis as well as in-depth interviews/focus groups (up to 5 in total) with stakeholders (including landlords) as identified by the client. Benchmark with peers using data from HUD's dashboard as well as the identified peers public reporting. *Note: EY assumes Knox County or District 2 will identify the in-depth interviews/focus groups participation.* ▸ Offer potential options for consideration based on the preceding analysis, considering insights from the data, desk research (reports and academic articles), and peer analysis that identifies barriers that have deterred landlords (based on interviews/focus groups) from participating in voucher programs. ▸ Research and document cases from similar regions/communities that have implemented successful housing policies, zoning changes, and financial initiatives. ▸ Review the research with the client and identify 2-3 case studies that are relevant for District 2 to compare as peer communities. ▸ Perform a comparative analysis of housing strategies employed by peer communities to address their housing challenges, identifying best practices and potential pitfalls. ▸ Conduct a cursory review of Tennessee state and local laws* and regulations related to building codes and standards. Compare these with regulations related to housing in peer communities, with an emphasis on disaster resilience and preparedness. Identify whether the changes comply with existing Tennessee state and local regulations to be considered as relevant and applicable for District 2. ▸ Perform geo-spatial analysis to assess hazard vulnerabilities across the region and examine their correlation with disadvantaged communities. ▸ Identify potential strategies to improve the resilience of housing stock against natural disasters, drawing on case study reviews and data analysis in collaboration with the client.

Task 2.2 Prepare a final report

Key activities	▸ Prepare a written report that clearly summarizes the key findings of the analysis and various options on how to address issues of affordability and resiliency. The report will outline key options through public policies, government best practices, and case study examples. The report will include the following sections. ▸ **Executive summary:** A concise summary of the main findings and their implications. This allows stakeholders to grasp the key points quickly.

- **Contextual information:** Background information and context related to the analysis to provide needed information to the reader who is not familiar with the topic or subject area. This information may include research objectives, scope, and any limitations or challenges encountered during the evaluation process.
- **Key insights and findings:** A list of key insights and conclusions drawn from the analysis. These insights should be clear, actionable, and relevant to the stakeholders and will
  - Compile and integrate the insights and data into a cohesive analysis. This involves summarizing housing demand, supply, affordability, disaster resilience, and policy options into a unified report.
  - Identify potential strategies to increase the quantity and availability of affordable housing and resiliency.
  - Identify policy potential updates to individual county plans designed to support each county's unique needs for disaster preparedness.
- Appendix:
  - **Data collection and quality:** A section discussing data quality and the steps taken to collect and ensure data accuracy and reliability.
  - **Methodology explanation:** A clear explanation of the analysis methodology used, including the types of data and information used, analytical techniques, and any assumptions made.
  - **Limitations and assumptions: A clear explanation of any limitations in the evaluation data or method employed, including potential biases or constraints that might have impacted the results.**

EY's approach to housing affordability strategy (For illustrative purposes only)



- EY's housing strategy plans are informed by the data-driven analysis that forms the basis of the work, alongside a collaborative relationship with local stakeholders.
- A vast library of policy levers, best practices, and case studies can be assessed for the plan, alongside key implementation strategies.
- Additional technical real estate services are available for future analysis.
- Every strategy plan is based around the specific needs of the region, as there is no one size fits all solution.

Part 2 final deliverables– Will include the following:

- A detailed, consolidated report that integrates findings* from all previous steps in the form of a PowerPoint.
- A set of maps and visualizations that illustrate key findings from the analysis.

**EY will not be making any specific policy recommendations related to affordable housing or other related policy areas. While EY will provide the findings of our research and analysis, these findings should not be construed as policy recommendations; instead, they are data-informed options based on leading practices and successful approaches used in other jurisdictions for the County to review and evaluate and may be used by the County to identify their policy choices.*

Part 3: Workshop, Outreach, and Education Plan

After finalizing the report, a Regional Housing Assessment Workshop will be held with key stakeholders to present findings, receive feedback and commentary, and plan next steps regarding an outreach and education plan focused on increasing the availability of disaster-resilient affordable housing in the District 2 region. Our expectation is the Initial Planning Meeting until the workshop delivery will take approximately 3 months to fulfill HSEEP requirements. In the Initial Planning Meeting, our team will discuss the workshop-specific objectives related to the core capabilities previously identified by District 2 as well as the evaluation requirements.

During the workshop planning process, our team will focus on maintaining communication with the District 2 planning team to assess and reassess workshop development. Our team will focus on the prioritization of identified core capabilities and work with you to understand the stakeholders who have responsibilities for the identified core capabilities. Using this information, we will develop SMART objectives with the input of the District 2 planning team.

Our planning team will be led by John Shaw, a Certified Emergency Manager with experience in facilitating HSEEP-compliant workshops for various stakeholders supporting a common goal of preparing communities for disasters and mitigating the impacts to the community, including those who are most impacted and most distressed.

Following the workshop delivery, our team will work with District 2 representatives, as identified by you, to develop a District 2 Affordable Housing Outreach and Education Plan.

Task 3.1 Hold Initial Planning Meeting with the district to align on the workshop

Key activities	▶ Schedule the Initial Planning Meeting with district representatives, key stakeholders, and subject matter experts to discuss workshop objectives and expectations. ▶ Establish the scope of the workshop, including the target audience, key topics to be covered, and desired outcomes. ▶ Agree on logistical details such as date, location, format (in-person or virtual), and necessary resources.

Task 3.2 Plan and draft a workshop agenda and content and hold Final Planning Meeting

Key activities	▶ Develop workshop content based on the housing needs and resiliency assessment findings. ▶ Create materials for the workshop, such as templates for feedback, brainstorming tools, and strategy documents. ▶ Prior to the finalization of the workshop delivery, host a Final Planning Meeting to finalize the plan for delivery of the workshop.

Task 3.3 Host a Regional Housing Assessment Workshop

Key activities	▶ Execute the workshop according to the planned agenda in an effective and engaging manner for workshop participants. ▶ Facilitate discussions and interactive activities to gather input from attendees for the development of the Outreach and Education Plan. ▶ Document feedback, ideas, and suggestions from participants throughout the workshop into a workshop summary and takeaways.

Task 3.4. Develop the Outreach and Education Plan	
Key activities	► Based on the lessons learned from the workshop, develop the District 2 Outreach and Education Plan. ► Work with stakeholders identified by District 2 to confirm expectations, roles and responsibilities of all parties involved in the future implementation of the Outreach and Education Plan.

Part 3 final deliverables– Will include the following:

- A detailed document outlining the entire plan for the Regional Housing Assessment Workshop.
- The facilitation and execution of the Regional Housing Assessment Workshop.
- A comprehensive summary document that synthesizes the outcomes of the workshop, including the feedback received and the strategic takeaways for developing the outreach and education plan.
- The District 2 Education and Outreach Plan, based on the lessons learned from the workshop and developed with Region 2 stakeholders as identified by you.

Part 4: Increasing Affordable Housing Availability Training

Once Parts 1-3 are completed, the focus will be on creating and delivering a comprehensive training program aimed at increasing the availability of safe and affordable housing in the region. This training will equip stakeholders with the knowledge and tools necessary to address housing challenges effectively.

Based on both the timing for scheduling stakeholder trainings, as well as the potential for additional trainings, the timeline for Part 4 will be a collaborative process based on client need.

Task 4.1 Create the affordable housing availability training materials

Key activities

- Develop a detailed curriculum based on the analysis and findings from Parts 1, 2, and 3. This includes defining training objectives, structuring content, and outlining session topics related to increasing affordable housing availability.
    - The contents of the curriculum will include the following elements from the previous parts:
        - An overview of the housing issues facing the district and their key drivers.
        - A comprehensive review of the housing affordability and resiliency data collected.
        - Data analytics training on how localities should be using data to assess housing issues.
        - A breakdown of the policy levers and strategies that a locality can use to address local housing issues.
        - A consolidated list of best practices and case studies from other localities relevant to the region's needs and housing challenges (based on publicly available third party research).
        - Key takeaways and implementation strategies on how to provide the necessary housing solutions to the district.
- Prepare presentations, handouts, and interactive tools such as case studies, scenario exercises, and discussion guides.
- Develop supplemental materials, including policy briefs, infographics, and resources for further reading, tailored to the needs of the stakeholders.
- Hold two planning meetings with stakeholders to discuss training content and logistics.

Task 4.2 Conduct the affordable housing availability trainings with stakeholders

Key activities

- Schedule two training sessions, identified the audiences, including policymakers, emergency preparedness personnel, social service organizations, and community development agencies.
- Hold two affordable housing availability trainings for various stakeholder groups, focused on affordable housing and availability [additional trainings can be provided upon request]. The number of trainings is up to the discretion of the client. Stakeholder groups may include:
    - A District 2 housing availability working group
    - County departments of housing / planning
    - Housing authorities
    - Land banks
    - Continuum of cares
    - Real estate developers

	▶ Compile findings from the training and feedback into a summary following completion of all trainings.

Part 4 final deliverables– Will include the following:

- A complete, structured workbook that includes the plan and materials for the training program on increasing affordable housing availability. This deliverable will provide a detailed framework for the training, incorporating insights and findings from Parts 1, 2, and 3 of the process.
- Successful completion of several affordable housing availability training for district stakeholders, with as many trainings completed as deemed necessary by the client.
- A summary report of the training findings with group feedback incorporated.

EY is committed to collaborating with Knox County and the other stakeholders in Homeland Security District 2 to successfully complete this engagement. One of the core pillars of the EY culture is high-performing teams. These teams possess a shared vision that engages and inspires, a diverse mix of talent that play on each other's strengths, and that set high standards to deliver quality results. Our approach to teamwork will extend to our work with the counties we are serving to ensure our data collection and finding are gathered to meet the needs of counties and to inform their policy, program delivery, and strategic decision making.

Summarized below are techniques for engaging with counties and our commitment to flexibility in how we ultimately collect data to ensure sufficient information to complete the data repository.

EY's approach to proactive communication, collaboration, and flexibility

Collaboration with counties



EY will engage in the following steps to ensure communication, collaboration, and flexibility

- Our first step prior to data collection will be to work with designated project leaders to confirm goals, existing communication channels, and communication principles.
- We will then identify and prioritize follow-up with counties based on those where data collection in our inventory is lacking. When more detailed information is available from other counties, we may use it to serve as proxies for nearby counties.
- We will also leverage information from publicly available data sources to both validate the data we receive from counties and to help fill in gaps in data for select counties where needed.
- Throughout the data collection process, we will engage in clear and consistent communication through engaging in regular check-ins to listen to county needs, to provide updates, and to promptly notify Knox County and relevant counties when problems and concerns arise.
- Understanding that the extent of information and resources across counties will vary, our approach will be flexible. We will focus on securing necessary data, while reducing data collection burdens on counties.

Assumptions

Our assumptions for this engagement are outlined below:

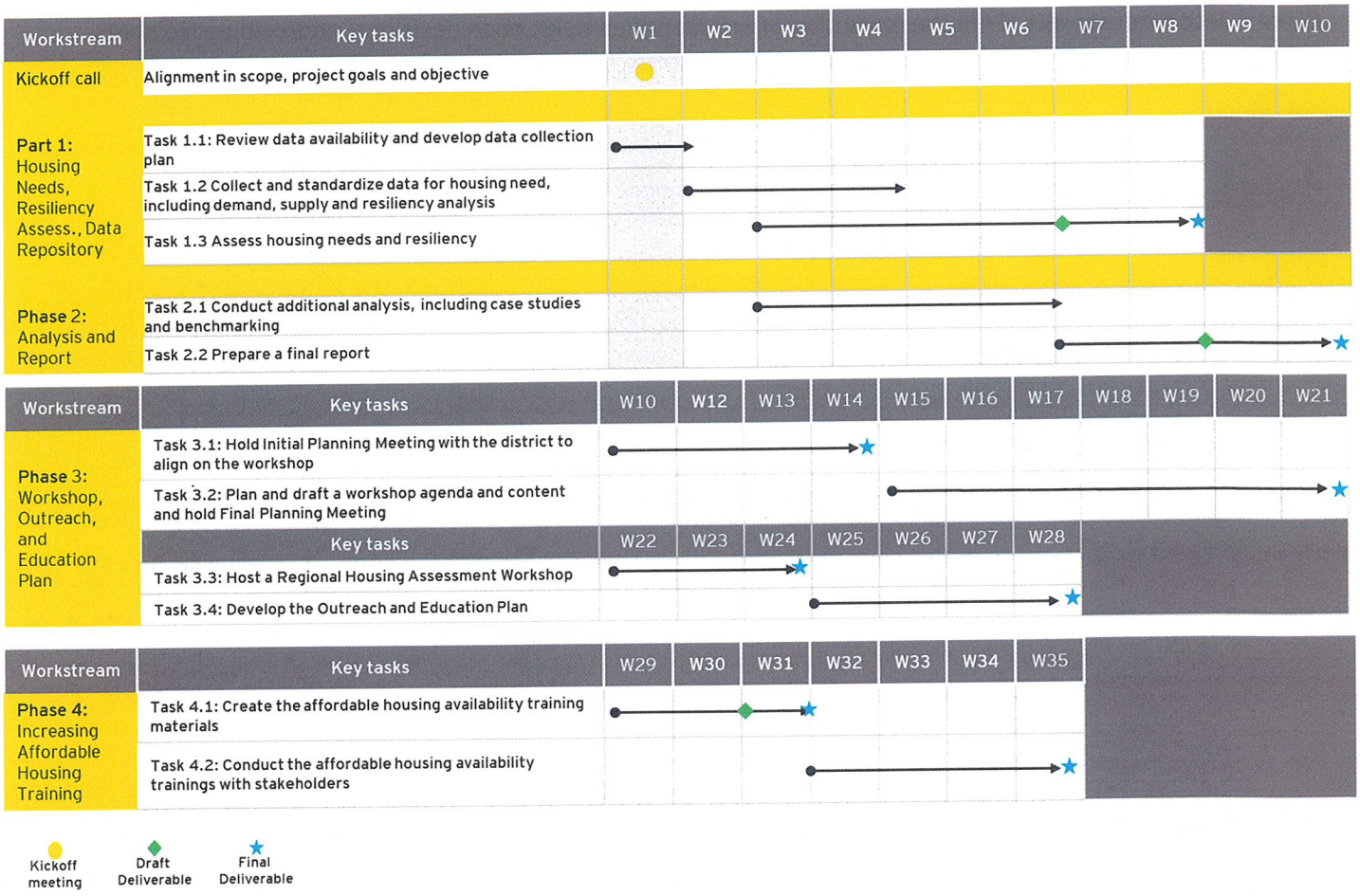
- EY will not be making any specific policy recommendations related to affordable housing or other related policy areas. While EY will provide the findings of our research and analysis, these findings should not be construed as policy recommendations; instead, they are data-informed options based on leading practices and successful approaches used in other jurisdictions for the County to review and evaluate and may be used by the County to identify their policy choices.
- All information, advice, policy options, templates, documents, and other content of any reports, presentations, or other communications will be provided to the Client on a white paper/unbranded basis or on County branded material.
- EY is not engaged in the provision of legal advisory or engineering services. The services rendered by EY are strictly advisory in nature.
- It is presumed that all data required for the analysis will be sourced from publicly accessible information. Furthermore, it is assumed that such data may be utilized for commercial purposes, provided that appropriate citations and disclosures are made in accordance with prevailing intellectual property laws and any other relevant regulations.
- Client will support to identify and notify key stakeholder groups of this effort and will communicate key necessary stakeholder groups' potential involvement throughout the engagement.

- Client will assign a dedicated point of contact to interface with EY on daily activities.
- Client will validate any proposed milestones, activities, and deliverables required before work can commence.
- Client will provide timely access to available data requested as required. Any delay in the provision of necessary data may impact the strategic plan timeline, in these cases Client acknowledges and accepts any resulting delays or shifts in deliverables and timelines.
- Client will review, comment, and approve all information, advice, policy options, templates, strategic planning documents, and other content of any reports, presentations, or other communications in a timely manner. Any delay in the receipt of approvals on a timely basis may impact the strategic plan timeline, in these cases Client acknowledges and accepts any resulting delays or shifts in deliverables and timelines.
- Client will collaborate with EY in the resolution of any identified risks, open decisions, and/or timeline shifts.

Timeline and key milestones

The project management timeline below summarizes the key activities and milestones for the engagement. At the kickoff meeting, our team intends to walk through our proposed timeline with you to ensure alignment. The timelines for Part 1 and Part 2 are included together because the results of the data inventory will inform the analysis and report, and there will be a small amount of overlap and iterative processes across the tasks. Our final report will then inform Phases 3 and 4 of the project.

EY will also convene periodic meetings tailored around the key county contacts' timeline to discuss topics such as project plan tracking, summary findings and implications, alignment on next steps, and what help is needed from county contacts.



Part V Cost

Instructions

Our goal is to achieve high standards of excellence in performing our services at a fair and competitive fee. We will strive to provide the most efficient and cost-effective process. We also recognize that managing your costs is a significant consideration. We want to remain competitive with respect to fees and never want fees to be a deterrent in the selection process. If you feel like we have misinterpreted the required hours or scope of the engagement, we would appreciate the opportunity to discuss our fees with you and adjust as necessary based upon that discussion.

Position	Total Hours	Hourly Rate of Labor	Total Labor	Travel	Total Cost
Part 1	230	$344	$79,232	$2,500	$81,732
Part 2	430	$360	$154,638	$2,500	$163,388
Part 3	183	$325	$59,507	$6,500	$66,007
Part 4	200	$377	$75,404	$12,500	$81,656
Total	**1,043**		**$368,784**	**$24,000**	**$392,784**

Note: Hourly labor rates are rounded and inclusive of extra services such as printing. The travel cost is an estimation only, which is based on the assumption there will be travel for the kickoff meeting, as well as the one scheduled workshop and two scheduled trainings described in this proposal. It is understood that reimbursement for travel will be based on Internal Revenue Service published rates for the dates of travel and will not exceed our estimate of $24,000. Additional workshop sessions will be billed at an incremental cost of $12,500, inclusive of labor and travel costs.

Part VI Attachment

Exhibit A

EXHIBIT A

KNOX COUNTY PROCUREMENT DIVISION

IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL

RFP NUMBER 3590

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated Section 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorized Signature: _____

(Sign in BLUE ink)

Part VI Attachment

Exhibit A

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KNOX COUNTY PROCUREMENT DIVISION

IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL

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Authorized Signature: Sally Wallace

(Sign in BLUE ink)

Part VII Exceptions

As part of our response to the RFP and the instructions under Section 3.10 EXCEPTIONS TO SPECIFICATIONS, we have reviewed the terms and conditions set forth therein. While we are willing to enter into an engagement agreement based upon the proposed terms, we do have comments about certain of those terms and have set out those comments below. While we have tried to be thorough, we cannot guarantee we have identified all issues that may arise during the process of finalizing the engagement agreement. Our proposal to provide services is contingent on the execution of a mutually satisfactory engagement agreement between us and we expect to resolve any open items related to engagement terms to our mutual satisfaction.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

2.3 ASSIGNMENT - Due to the size and breadth of our practices we prefer to retain the right to assign as a result of changes in ownership structure or other business changes upon notice to our clients.

2.4 BOOKS AND RECORDS - We cannot agree to an independent auditor who is a competitor of EY without a Confidentiality Agreement or Non-disclosure Agreement.

2.10 INDEMNIFICATION/HOLD HARMLESS - We generally neither request nor provide indemnities. We do on occasion agree to mutual indemnities with our clients for bodily injury or damage to tangible property to the extent directly caused by our negligence or misconduct, and for intellectual property infringement caused by our deliverables, subject to customary commercial exceptions.

2.14 LIMITATIONS OF LIABILITY - We generally limit our total aggregate liability under an Agreement to the fees paid to EY for the services under which any liability is principally alleged to arise. We generally provide that EY will not in any case be liable for consequential, incidental, indirect, punitive, or special damages, or attorney's fees.

2.22 TERMINATION - Our agreements generally provide that we may terminate immediately if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

SECTION III SPECIAL TERMS AND CONDITIONS

3.15 OWNERSHIP OF DOCUMENTS - Our clients generally own our reports and other deliverables provided to them, subject to restrictions on their distribution to third parties and our retention of ownership of certain data, modules, leading practices, and specifications developed or used by EY or its licensors, or to which EY otherwise has rights, including enhancements and improvements developed in the course of performing the services.

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2311-4381693
ED None

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ey.com

Emergency Management Institute

FEMA

This is to certify that

John M Shaw, III

successfully completed

Homeland Security Exercise and Evaluation Program (HSEEP) Train-the-Trainer Jacksonville, Florida

March 19 - 22, 2013

AUTHORIZED IACET PROVIDER

Superintendent
Emergency Management Institute

Attachment C
Contractor's Email Removing Certain Exceptions to Request for Proposals #3590

From:	Sally Wallace
To:	Ben Sharbel
Cc:	Menuka Ban; Natasha Herrick
Subject:	[External]FW: RFP 3590 - Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis
Date:	Tuesday, October 8, 2024 5:36:40 PM
Attachments:	image001.png EY Contract 552020_fully executed.pdf EY Contract Signed 10.01.2024 fully executed (1).pdf

Hi Ben,

I hope you are doing well.

We have received a response from our General Counsel's Office, noting that we have recently executed two contracts with the county, in which we were successfully able to negotiate an agreement with mutually agreed-upon terms and conditions. I have attached both contracts for your reference.

Assuming we can agree on Indemnification and Limitation of Liability terms consistent with the previous two agreements negotiated with the County, those exemptions may be removed at this stage. Please note that if we are selected as a preferred vendor, our proposal to provide services will be contingent upon the execution of a mutually satisfactory engagement agreement between EY and the County. We expect to resolve any outstanding issues related to the engagement terms to our mutual satisfaction during the contracting phase of the procurement process.

Please let me know if we need to resubmit our response to the RFP. Thanks very much for your consideration.

Best,
Sally

From: Ben Sharbel <Ben.Sharbel@knoxcounty.org>
Sent: Friday, October 4, 2024 10:18 AM
To: Sally Wallace <Sally.Wallace@ey.com>
Cc: Natasha Herrick <Natasha.Herrick@ey.com>
Subject: RFP 3590 - Consulting Services for a Housing Inventory, Market Assessment, and Disaster Resiliency Analysis
Importance: High

Ms. Wallace,

While we are still working to review the responses for RFP 3590, I have been working with the Knox County Law Department to review the exceptions EY took to our terms and conditions in

the RFP. If EY is awarded a contract, Knox County can work with you to negotiate regarding 2.3 Assignment, 2.4 Books and Records, 2.22 Termination, and 3.15 Ownership of Documents. We will not, however, be able to negotiate Indemnification or Limitations of Liability. In order for EY's proposal to be considered responsive and remain under consideration, I will need you to remove the exceptions to 2.10 Indemnification/Hold Harmless and 2.14 Limitations of Liability. If you have any questions, please let me know.

Thanks,
Ben

Ben Sharbel, CPPO, CPPB
Supervisor of Property Development & Asset Management
Knox County Procurement
Office: 865.215.5765
1000 N. Central Street, Suite 100
Knoxville, TN 37917
ben.sharbel@knoxcounty.org



https://knoxcounty.org/apps/solicitations/solicitations.php

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RLA-16788 **R-25-1-601**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Melinda Goodman, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $750,000.00 with the Tennessee Department of Health for the provision of Fetal Infant Mortality Review and Community Infant Mortality Reduction services for the period beginning July 1, 2025 and ending June 30, 2030. (No local match required)
(Health Department)

Attachments

Resolution

Grant Contract for FIMR

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $750,000.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF FETAL INFANT MORTALITY REVIEW AND COMMUNITY INFANT MORTALITY REDUCTION SERVICES FOR THE PERIOD BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2030. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-1-601**

REQUESTED BY: **HEALTH DEPARTMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received a grant contract from the Tennessee Department of Health for the provision of Fetal Infant Mortality Review and Community Infant Mortality Reduction services, as further defined in the Scope of Services and Deliverables section of the attached grant contract; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $750,000.000 over a five-year period beginning July 1, 2025 and ending June 30, 2030 with the amount of $150,000.00 allocated each year; and

WHEREAS, this grant contract does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant contract with the Tennessee Department of Health for the provision of Fetal Infant Mortality Review and Community Infant Mortality Reduction services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Health for the provision of Fetal Infant Mortality Review and Community Infant Mortality Reduction services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2025	June 30, 2030	34347-47826	

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Subrecipient or Recipient	Assistance Listing Number 93.778
☒ Subrecipient ☐ Recipient	Grantee's fiscal year end June 30

Service Caption (one line only)

Fetal Infant Mortality Review and Community Infant Mortality Reduction Services

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026			$150,000.00		$150,000.00
2027			$150,000.00		$150,000.00
2028			$150,000.00		$150,000.00
2029			$150,000.00		$150,000.00
2030			$150,000.00		$150,000.00
TOTAL:			**$750,000.00**		**$750,000.00**

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	The Grantee was chosen for its current capacity to perform all needed services, and its prior experience with Fetal Infant Mortality Review Services.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Eric Bucholz

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00008299	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee The Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of Fetal Infant Mortality Review and Community Infant Mortality Reduction Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2830

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

a. Accrual means a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.

b. Case Review Team (CRT) means a multidisciplinary group convened as part of the Fetal and Infant Mortality Review (FIMR) process. This group is responsible for conducting detailed reviews of individual fetal and infant death cases to identify contributing factors and systemic issues. The group typically includes healthcare professionals, social workers, public health practitioners, and other relevant stakeholders. The goal is to gather comprehensive data, analyze case circumstances, and develop recommendations for interventions and policy changes aimed at reducing fetal and infant mortality rates and improving overall maternal and child health outcomes.

c. Community Action Team (CAT) means a diverse group of community stakeholders that develops new and innovative solutions to enhance services and resources for families, from the recommendations made by CRT, working with the community to implement and modify interventions to improve services and resources.

d. Fetal and Infant Mortality (FIMR) means an action-oriented, evidence-based community review process that examines fetal and infant deaths to understand circumstances surrounding infant death and to identify gaps, authorized by Tennessee Code Annotated (T.C.A.) § 68-142-201. This process involves data collection, case review of public health and medical records, a voluntary maternal interview, a CRT review of the death, and CAT consideration of any recommendations.

e. National FIMR Guidelines means materials promulgated by the American College of Obstetricians and Gynecologists, a professional membership organization, in cooperation with the Maternal and Child Health Bureau, currently available online at: Fetal and Infant Mortality Review Manual - A Guide for Communities (https://ncfrp.org/wp-content/uploads/NCRPCD-Docs/FIMRManual.pdf).

A.3. Service Goals – Fetal and Infant Mortality Review.

a. To enhance the health and well-being of women, infants, and families by improving the availability and quality of community resources and service delivery systems.

b. To eliminate disparities and reduce the rate of fetal and infant deaths in Tennessee.

A.4. Service Recipients – Fetal and Infant Mortality Review.

Service recipients are women and families in Tennessee who have experienced one (1) or more unexplained infant and/or fetal deaths.

A.5. Service Description – Fetal and Infant Mortality Review.

The Grantee shall:

a. Coordinate and maintain the FIMR program in accordance with the National FIMR Guidelines.

b. Monitor and maintain the security of statistics abstracted from interviews, medical records, autopsies, death certificates, healthcare facilities, providers, and other sources. Access to databases will be restricted to designated FIMR users, and hard copies of all files will be securely maintained in locked storage.

c. Monitor and maintain the confidentiality of all verbal and written communications related to FIMR. All FIMR CRT and CAT volunteers will be required to sign a confidentiality agreement, acknowledging the potential civil and criminal consequences of any breach. FIMR committee meetings will not be subject to public meeting standards.

d. Recruit members for two (2) teams to fulfill key components of the FIMR process, ensuring that each team includes a diverse group of qualified professionals. The first team, the FIMR CRT, will be responsible for collecting data and reviewing deaths related to fetal and infant mortality. The second team, the FIMR CAT, consisting of volunteer members and FIMR staff, will review CRT recommendations, prioritize identified issues, and design and implement interventions to improve system and resources. The CAT will implement at least five (5) infant mortality reduction interventions during each fiscal year. A list of team members, along with any updates, shall be submitted to the State as changes occur.

e. Identify a cohort of infant and fetal deaths for review and submit it to the State within fifteen (15) days of the start of each fiscal year.

f. Review and analyze at least 75% of State-approved fetal and infant death cases using the established Case Review Team (CRT) process. Examine these cases to identify key factors contributing to fetal and infant mortality, including social, economic, cultural, safety, health disparities, and other relevant factors. The Grantee shall compile and report these findings to the State in an annual report, to be submitted within forty-five (45) days after the end of the fiscal year.

g. Establish strong partnerships and collaborations to support the infrastructure of the FIMR program. Engage with organizations such as the March of Dimes, professional obstetrics and pediatric associations, medical universities, community leaders, private businesses, child advocacy groups, and other key stakeholders.

h. Attend the annual FIMR meeting.

i. Attend quarterly FIMR meetings organized by the State to stay informed about program updates, collaborate with other stakeholders, and contribute to ongoing efforts in fetal and infant mortality review.

A.6. Service Reporting – Fetal and Infant Mortality Review.

a. Submit quarterly FIMR progress reports to the State, detailing progress toward FIMR goals and objectives. These reports shall be due within forty-five (45) days after the end of each quarter (November 15, February 15, May 15, and August 15).

b. Submit an annual report to the State within forty-five (45) days after the end of the fiscal year. The report, informed by CAT recommendations, shall detail at least five (5) strategies the Grantee has implemented to improve health outcomes for women, infants, and families in relation to the identified causes of fetal and infant mortality. Additionally, the report shall include information on the causes of fetal and infant death reviewed, such as social, economic, cultural, safety, health disparities, and other contributing factors.

A.7. Service Goals – Community Infant Mortality Reduction.

a. To enhance Knox County's capacity to reduce infant mortality and improve birth outcomes, including reducing the incidence of low birth weight and prematurity.

b. To reduce infant mortality and improve birth outcomes.

c. To reduce health disparities.

A.8. Service Recipients – Community Infant Mortality Reduction.

Service recipients are members of the community in Knox County.

A.9. Service Goals – Community Infant Mortality Reduction.

a. Develop and implement a plan to reduce infant mortality and improve birth outcomes in the community. The plan should align with one or more elements of the Tennessee Infant Health Strategic Plan.

b. Submit the plan to the State annually, along with any necessary budget revisions, for approval by July 15. Once approved, the plan will be incorporated as an addition to the Scope.

A.10. Service Reporting – Community Infant Mortality Reduction.

a. Submit quarterly progress reports to the State within forty-five (45) days after the end of each quarter (November 15, February 15, May 15, and August 15), detailing progress toward the goals and objectives outlines in the plan described in Section A.9.a. The reporting format will be mutually agreed upon by the State and the Grantee at the time of the plan's approval.

b. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

A.11. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 1**, is incorporated in this Grant Contract.

A.12. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.13. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

A.14. The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2030, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seven Hundred Fifty Thousand Dollars ($750,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 3**) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

By email: Peju.Makinde@tn.gov

By regular mail:

Peju Makinde, Program Director
Fetal Infant Mortality Review (FIMR)
Division of Family Health and Wellness
Tennessee Department of Health

7th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Division of Family Health and Wellness.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
(4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line-item category provided that any increase is off-set by an equal reduction

of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars ($0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 4**).

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Peju Makinde, Program Director
Fetal Infant Mortality Review (FIMR)
Tennessee Department of Health
Division of Family Health and Wellness
7th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Peju.Makinde@tn.gov
Telephone # 615-253-4099

The Grantee:

Kevin Parton, Senior Director
The Government of Knox County dba Knox County Health Department
140 Dameron Avenue
Knoxville, TN 37917-6434
tdhcontracts@knoxcounty.org
Telephone # 865-215-5273

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 5** to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq*., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.6. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.7. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Numbers: 93.778 Department of Health and Human Services, Title XIX.

E.8. Grantee Hosted Services Confidential Data, Audit, and Other Requirements.

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:

(1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability

assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

(5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Grantee and all data centers used by Grantee to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Knox County Information Security Management Policy is attached as Attachment #6.

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with Knox County Information Security Management Policy, which complies with NIST 800-171, and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 hours

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 48 hours

(2) The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.9. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any

threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

_____ _____

Glenn Jacobs — Date
County Mayor

KNOX COUNTY HEALTH DEPARTMENT

_____ _____

Kevin Parton — Date
Senior Director

APPROVED AS TO FORM: CONTRACT #

_____ _____

Jessica Jernigan-Johnson — Date
Deputy Law Director

DEPARTMENT OF HEALTH

_____ _____

Ralph Alvarado, MD, FACP
COMMISSIONER

Date

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	COUNTY OF KNOX
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	05-1505TN5MAP
Federal award date	TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no date of award.
Subaward Period of Performance Start and End Date	July 1, 2021 June 30, 2025
Subaward Budget Period Start and End Date	July 1, 2021 June 30, 2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778 Department of Health and Human Services, Title XIX
Grant contract's begin date	July 1, 2025
Grant contract's end date	June 30, 2030
Amount of federal funds obligated by this grant contract	$375,000.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	9.0 billion budgeted annually. TennCare is a continuing entitlement program that receives quarterly allotments from the federal government, therefore there is no upper award limit.
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Medicaid
Name of federal awarding agency	Department of Health and Human Services Center for Medicare and Medicaid Services (CMS) Regional Office
Name and contact information for the federal awarding official	Josh Portz Center for Medicare and Medicaid Services (CMS) joshua.portz@cms.hhs.gov
Name of pass-through entity	TennCare
Name and contact information for the pass-through entity awarding official	Zane Seals, Chief Financial Officer 310 Great Circle Rd, Nashville, TN 37243 (615) 507-6345 zane.seals@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT 2

(BUDGET PAGE 1)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT - FIMR

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025, and ending June 30, 2030. ***Roll-Up***

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$302,700.00	$0.00	$302,700.00
	Benefits & Taxes	$121,100.00	$0.00	$121,100.00
	Professional Fee/ Grant & Award [2]	$135,000.00	$0.00	$135,000.00
	Supplies	$106,300.00	$0.00	$106,300.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$500.00	$0.00	$500.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$5,000.00	$0.00	$5,000.00
	Printing & Publications	$2,000.00	$0.00	$2,000.00
	Travel/ Conferences & Meetings[2]	$35,000.00	$0.00	$35,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost	$42,400.00	$0.00	$42,400.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	**$750,000.00**	**$0.00**	**$750,000.00**

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT 2

(BUDGET PAGE 2)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT - FIMR

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025, and ending June 30, 2026. ***Year 1***

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$58,200.00	$0.00	$58,200.00
	Benefits & Taxes	$23,300.00	$0.00	$23,300.00
	Professional Fee/ Grant & Award [2]	$27,000.00	$0.00	$27,000.00
	Supplies	$24,800.00	$0.00	$24,800.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$100.00	$0.00	$100.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$1,000.00	$0.00	$1,000.00
	Printing & Publications	$400.00	$0.00	$400.00
	Travel/ Conferences & Meetings[2]	$7,000.00	$0.00	$7,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (10% of Salaries & Benefits)	$8,200.00	$0.00	$8,200.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$150,000.00	$0.00	$150,000.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 1

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT
Chelsea Gouty, Health Planner	$4,847.34	x	12	x	100%	+	$ -	$58,168.10
TOTAL ROUNDED								**$58,200.00**

PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Media, Marketing, PSA Time, Trainings, Case Abstraction	$27,000.00
TOTAL ROUNDED	**$27,000.00**

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
In-State Travel; Conference & Meetings	$7,000.00
TOTAL ROUNDED	**$7,000.00**

ATTACHMENT 2

(BUDGET PAGE 4)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT - FIMR

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2026, and ending June 30, 2027. ***Year 2***

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$59,300.00	$0.00	$59,300.00
	Benefits & Taxes	$23,700.00	$0.00	$23,700.00
	Professional Fee/ Grant & Award [2]	$27,000.00	$0.00	$27,000.00
	Supplies	$23,200.00	$0.00	$23,200.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$100.00	$0.00	$100.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$1,000.00	$0.00	$1,000.00
	Printing & Publications	$400.00	$0.00	$400.00
	Travel/ Conferences & Meetings[2]	$7,000.00	$0.00	$7,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (10% of Salaries & Benefits)	$8,300.00	$0.00	$8,300.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$150,000.00	$0.00	$150,000.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 2

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT
Chelsea Gouty, Health Planner	$4,944.29	x	12	x	100%	+	$ -	$59,331.46
TOTAL ROUNDED								**$59,300.00**

PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Media, Marketing, PSA Time, Trainings, Case Abstraction	$27,000.00
TOTAL ROUNDED	**$27,000.00**

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
In-State Travel; Conference & Meetings	$7,000.00
TOTAL ROUNDED	**$7,000.00**

ATTACHMENT 2

(BUDGET PAGE 6)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT - FIMR

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2027, and ending June 30, 2028. ***Year 3***

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$60,500.00	$0.00	$60,500.00
	Benefits & Taxes	$24,200.00	$0.00	$24,200.00
	Professional Fee/ Grant & Award [2]	$27,000.00	$0.00	$27,000.00
	Supplies	$21,300.00	$0.00	$21,300.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$100.00	$0.00	$100.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$1,000.00	$0.00	$1,000.00
	Printing & Publications	$400.00	$0.00	$400.00
	Travel/ Conferences & Meetings[2]	$7,000.00	$0.00	$7,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (10% of Salaries & Benefits)	$8,500.00	$0.00	$8,500.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$150,000.00	$0.00	$150,000.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 3

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT
Chelsea Gouty, Health Planner	$5,043.17	x	12	x	100%	+	$ -	$60,518.09
TOTAL ROUNDED								**$60,500.00**

PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Media, Marketing, PSA Time, Trainings, Case Abstraction	$27,000.00
TOTAL ROUNDED	**$27,000.00**

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
In-State Travel; Conference & Meetings	$7,000.00
TOTAL ROUNDED	**$7,000.00**

ATTACHMENT 2

(BUDGET PAGE 8)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT - FIMR

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2028, and ending June 30, 2029. ***Year 4***

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$61,700.00	$0.00	$61,700.00
	Benefits & Taxes	$24,700.00	$0.00	$24,700.00
	Professional Fee/ Grant & Award [2]	$27,000.00	$0.00	$27,000.00
	Supplies	$19,500.00	$0.00	$19,500.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$100.00	$0.00	$100.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$1,000.00	$0.00	$1,000.00
	Printing & Publications	$400.00	$0.00	$400.00
	Travel/ Conferences & Meetings[2]	$7,000.00	$0.00	$7,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (10% of Salaries & Benefits)	$8,600.00	$0.00	$8,600.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$150,000.00	$0.00	$150,000.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 4

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT
Chelsea Gouty, Health Planner	$5,144.04	x	12	x	100%	+	$ -	$61,728.45
TOTAL ROUNDED								**$61,700.00**

PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Media, Marketing, PSA Time, Trainings, Case Abstraction	$27,000.00
TOTAL ROUNDED	**$27,000.00**

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
In-State Travel; Conference & Meetings	$7,000.00
TOTAL ROUNDED	**$7,000.00**

ATTACHMENT 2

(BUDGET PAGE 10)

GRANT BUDGET

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT - FIMR

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2029, and ending June 30, 2030. ***Year 5***

	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$63,000.00	$0.00	$63,000.00
	Benefits & Taxes	$25,200.00	$0.00	$25,200.00
	Professional Fee/ Grant & Award [2]	$27,000.00	$0.00	$27,000.00
	Supplies	$17,500.00	$0.00	$17,500.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$100.00	$0.00	$100.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$1,000.00	$0.00	$1,000.00
	Printing & Publications	$400.00	$0.00	$400.00
	Travel/ Conferences & Meetings[2]	$7,000.00	$0.00	$7,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (10% of Salaries & Benefits)	$8,800.00	$0.00	$8,800.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$150,000.00	$0.00	$150,000.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Year 5

SALARIES	Monthly Salary		# of Months		% of Effort		Longevity (if applicable)	AMOUNT
Chelsea Gouty, Health Planner	$5,246.92	x	12	x	100%	+	$ -	$62,963.02
TOTAL ROUNDED								**$63,000.00**

PROFESSIONAL FEE/GRANT & AWARD	AMOUNT
Media, Marketing, PSA Time, Trainings, Case Abstraction	$27,000.00
TOTAL ROUNDED	**$27,000.00**

TRAVEL / CONFERENCES & MEETINGS	AMOUNT
In-State Travel; Conference & Meetings	$7,000.00
TOTAL ROUNDED	**$7,000.00**

TN Department of Health

Invoice Reimbursement Form

Contract #

Supplier Name

Program Name

Section 1: Contract Information (to be completed by TDH Accounts)

PO # (Req.) _____

PO Line # (Req.) _____

Receipt # (Req.) _____

Agency Invoice # _____

Edison Contract # _____

Edison Vendor # _____

Edison Address Line # _____

AP Attachment (check if yes)

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice # _____

Invoice Date _____

Service Start Date _____

Service End Date _____

Contract Start Date _____

Contract End Date _____

Contact Person Name _____

Phone # _____

Remit Payment to:

Business Name _____

Street Address _____ City _____ State _____ ZIP _____

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL			

Section 3: Payment Information (to be completed by TDH Program)

Invoice Received Date _____ Invoice Received by (Name) _____

Service Type (Select One): Medical Services Non-Medical Services

Speedchart	Department ID	User Code	Project ID	Amount ($)

Total Amount:_____

Additional Signatures as Required by Program (Not required for processing and payment by F&A Accounts Payable)

_____ Program Signature 1

_____ Program Signature 2

_____ Program Signature 3

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

Section 5: Additional Comments

Section 6: Month to Month Expense Tracking Sheet (Not Required by F&A Accounts Payable)

Budget Line Items	Budget Amt	Jul Expenses	Aug Expenses	Sep Expenses	Oct Expenses	Nov Expenses	Dec Expenses	Jan Expenses	Feb Expenses	Mar Expenses	Apr Expenses	May Expenses	Jun Expenses	YTD Totals	Balance Remaining
Salaries															
Benefits															
Fee/Grant/Award															
Supplies															
Telephone															
Postage and Shipping															
Occupancy															
Equipment Rental and Maintenance															
Printing and Publications															
Travel/Conferences and Meetings															
Interest															
Insurance															
Specific Assistance to Individuals															
Depreciation															
Other Non-Personnel															
Capital Purchase															
Indirect Costs															
Totals															

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:
•Schedule A,
•Schedule B, and
•Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.
•The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
•The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
•The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
•The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
•The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.
The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.
All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Telephone 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov
Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total**.** This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions).

If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

- 2 CFR Part 200.430
- Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

- 2 CFR Part 200.431
- Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

2 CFR Part 200.459

Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:

2 CFR Part 200.453

Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:

2 CFR Part 200.471

Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:

2 CFR Part 200.474

Form 990 Part IX line 13

Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:

2 CFR Part 200.465

Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:

2 CFR Part 200.452

Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:
- 2 CFR Part 200.461
- Form 990 Part IX line 13

Line 11 Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

F&A Policy 08 Comprehensive State Travel Regulations.

References:
- 2 CFR Part 200.475
- Form 990 Part IX line 17

Line 12 Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:
- 2 CFR Part 200.432
- Form 990 Part IX line 19

Line 13 Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:
- 2 CFR Part 200.449
- Form 990 Part IX line 20

Line 14 Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

2 CFR Part 200.447

Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in- kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

2 CFR Part 200.1

Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

2 CFR Part 200.456

Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

2 CFR Part 200.436

Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:
2 CFR Part 200.421
Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:
2 CFR Part 200.1
Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:
2 CFR Part 200.426
Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:
2 CFR Part 200.433
Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:
2 CFR Part 200.441
Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:
2 CFR Part 200.1
Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:
2 CFR Part 200.455
Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:
2 CFR Part 200.462
Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:
2 CFR Part 200.463
Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:
2 CFR Part 200.470
Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:
2 CFR Part 200.454
Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

2 CFR Part 200.439

Form 990 Par X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

2 CFR Part 200.405 2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES
SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

- ### Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:
Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:
Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.
References:
Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:
Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.
References:
Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

NONGRANT EXPENSE REPORT (NER)
NONGRANT REVENUE REPORT (NRR) AND
RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES
SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

TOTAL EXPENSE SUMMARY REPORT
Schedule C

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.

II. The cumulative year-to-date expenses for fund-raising activities, if any.

III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a		0.00		0.00
	b		0.00		0.00
	c		0.00		0.00
	d		0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4 | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

Contracting State Agency:
Program Name: A
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0
	a					0.00		0.00
	b					0.00		0.00
	c					0.00		0.00
	d					0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1 | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a		0.00		0.00
	b		0.00		0.00
	c		0.00		0.00
	d		0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct Nongrant and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:
Program Name: A
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0.00
	a					0.00		0.00
	b					0.00		0.00
	c					0.00		0.00
	d					0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct Nongrant and Administrative Expe**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Schedule B **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Program Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Nongrant Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages	0.00			0.00
2	Employee Benefits & Payroll Taxes	0.00			0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees	0.00			0.00
5	Supplies	0.00			0.00
6	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
8	Occupancy	0.00			0.00
9	Equipment Rental and Maintenance	0.00			0.00
10	Printing and Publications	0.00			0.00
11	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a	0.00			0.00
	b	0.00			0.00
	c	0.00			0.00
	d	0.00			0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00			0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00			0.00
25	**Total Expenses**	0.00	0.00	0.00	0.00

Attachment 5

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Peju Makinde, Program Director at Peju.Makinde@tn.gov ;

fa.audit@tn.gov, TN Department of Finance and Administration

RLA-16790 **R-25-1-602**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Melinda Goodman, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment One to a Grant Contract with the Tennessee Department of Health for the provision of Tobacco Prevention and Cessation Services, which amendment increases the maximum liability of the State under the Grant Contract by $150,000.00 for a total amount of $450,000.00 and extends the term to end on June 30, 2027. (No local match required)
(Health Department)

Attachments

Resolution

Tobacco A1 Grant Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENT ONE TO A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF TOBACCO PREVENTION AND CESSATION SERVICES, WHICH AMENDMENT INCREASES THE MAXIMUM LIABILITY OF THE STATE UNDER THE GRANT CONTRACT BY $150,000.00 FOR A TOTAL AMOUNT OF $450,000.00 AND EXTENDS THE TERM TO END ON JUNE 30, 2027. (NO LOCAL MATCH REQUIRED)

RESOLUTION: R-25-1-602

REQUESTED BY: HEALTH DEPARTMENT

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, by means of Resolution R-24-6-603, the Knox County Commission approved a grant contract with the Tennessee Department of Health, designated as State Contract GG-25-83570, for the provision of Tobacco Prevention and Cessation Services for the period beginning on July 1, 2024 and ending on June 30, 2026 (the "Grant Contract"); and

WHEREAS, Knox County and the Tennessee Department of Health desire to enter into an amendment to the Grant Contract to extend the term to June 30, 2027 and to increase the maximum liability of the State under the Grant Contract by $150,000.00 for a new total maximum liability of $450,000.00, as further detailed in the attached Amendment; and

WHEREAS, this Amendment to the Grant Contract does not require matching funds from Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

Amendment One to Grant Contract GG-25-83570 with the Tennessee Department of Health for the provision of Tobacco Prevention and Cessation Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that Amendment One to Grant Contract GG-25-83570 with the Tennessee Department of Health for the provision of Tobacco Prevention and Cessation Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
34347-68925	83570	GG-25-83570	1

Contractor Legal Entity Name	Edison Vendor ID
Knox County Government dba Knox County Health Department	0000002830

Amendment Purpose & Effect(s)

Update scope, parts of section D., and attachment 1, extend term 1 year, add $150,000

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** June 30, 2027

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **+ $ 150,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	$150,000.00				$150,000.00
2026	$150,000.00				$150,000.00
2027	$150,000.00				$150,000.00
TOTAL:	**$450,000.00**				**$450,000.00**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Eric Bucholz

Speed Chart (optional)	Account Code (optional)
HL00000766	71301000

AMENDMENT ONE
OF GRANT CONTRACT GG-25-83570

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and the Grantee Knox County Government dba Knox County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section A. Scope of Services and Deliverables is deleted in its entirety and replaced with the following:

A.1. The Grantee shall provide the scope of services and deliverable ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions

a. Accrual means a charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.

b. Agency Lead means the designated staff member that oversees the implementation of the program.

c. Evidence-Based Interventions are interventions that use science-based methods to improve health and prevent disease.

d. Incentive Voucher is a $25 voucher provided to a prenatal smoking cessation program participant.

e. Nicotine Free Teams (NFT) is a program that raises awareness about the harms caused by nicotine products and prevents youth initiation of nicotine products. NFT allows middle and high school teams and clubs to pledge to be nicotine-free, and by doing so they receive an incentive chosen by the state related to the team or club.

f. Pregnancy Smoking Cessation Program means a program providing education and support to assist pregnant women in quitting tobacco who currently use tobacco products or used tobacco products within three (3) months of becoming pregnant.

g. REDCap is the State's reporting system and a secure web application for building and managing online surveys and databases.

h. SMARTIE means Specific, Measurable, Attainable, Realistic, Timely, Inclusive, Equitable.
SMARTIE objectives are:
- *Specific* and focus on a goal of the program and can be based on partner input. *Measurable* and should include a standard or benchmark to assess progress.
- *Achievable* and attainable based on the program's capacity.
- *Realistic* and relevant based on the program's plan.
- *Timebound* and should include a clear deadline.
- *Inclusive*, bringing in traditionally excluded individuals and groups into processes, activities, decisions, and policy making.
- *Equitable*, meaning objectives include an element of fairness to address systemic inequities.

i. Smokefree Tennessee is Tennessee's official nicotine prevention coalition, bringing together experts in policy, community engagement, and evidence-based practices with the goal of creating a healthier place for all Tennesseans.

j. TNSTRONG means Tennessee Stop Tobacco and Revolutionize Our Next Generation and is a youth-led, statewide movement committed to raising awareness of the dangers of tobacco and fighting against the tobacco industry's influence on Tennessee youth.

k. TNSTRONG Youth Summit is an annual three-day conference where attendees will have the opportunity to hear from leading tobacco prevention experts as well as network with like-minded peers from across the state. The goal for is event is for attendees to depart feeling fueled and equipped to reach peers and adults in the continuing effort to protect people from the harmful effects of tobacco use.

l. TUPCP means Tobacco Use Prevention and Control Program.

A.3. Service Goals. To improve the health of the citizens of Knox County by preventing and controlling the use of tobacco and tobacco products.

A.4. Service Recipients Individuals who live in or visit Knox County.

A.5. Service Description The Grantee shall;

a. Provide and maintain appropriate staff to serve as the Coordinator/Health Educator for the purpose of planning, administering, and monitoring county, regionals and/or local tobacco prevention and an agency lead who shall administer and oversee a state-approved Pregnancy Smoking Cessation Program in Knox County from July 1, 2026 through June 30, 2027.

b. Develop a comprehensive Annual Work Plan of SMARTIE (Specific, Measurable, Attainable, Realistic, Timely, Inclusive, Equitable), objectives for the TUPCP goals and submit no later than July 1, 2025, and July 1 2026, respectively

c. Implement evidence-based interventions to prevent the initiation of tobacco and emerging nicotine products among youth and young adults. Curriculum and materials used for interventions to be approved by the State.

d. Engage youth coalitions and/or other youth-serving organizations to identify youth to participate in TNSTRONG activities, including the TNSTRONG Ambassador Program.

e. Recruit at least five (5) youth (at minimum) to attend the annual TNSTRONG Youth Summit.

f. Recruit at least five (5) teams annually to take the Nicotine Free Teams pledge.

g. Use Engage coordinated staff within the school system, TNSTRONG Ambassadors, and other youth-serving organizations working to create comprehensive tobacco policies in k-12 schools.

h. Attend at least three (3) out of four (4) quarterly Smokefree Tennessee Coalition meetings in person or virtually, and three (3) out of four (4) quarterly webinars hosted by Smokefree Tennessee.

i. Promote quarterly webinars and communication including press releases, fliers, and other printed materials from Smokefree Tennessee to tobacco control partners via social media or email.

j. Partner with community organizations/coalitions to plan, provide and/or participate in related tobacco-related initiatives, including marketing campaigns (e.g. local media coverage, social media). Campaigns and initiatives may include, but are not limited to supporting the Great American Smoke Out, National Take Down Tobacco Day, World No Tobacco Day, Tennessee Tobacco Quit Week, TNSTRONG and No Vape November, and Tips from Former Smokers. Central office TUCUP Program Director must approve any media campaign content prior to implementation and payment of chosen media campaign.

k. At a minimum, one (1) staff member will attend and actively participate in one (1) monthly Behavioral Health Workgroup. Staff can choose from the following workgroups: Education, Policy, and/or Health Systems Change.

l. Using the targeted institution policy 1-pagers developed by the State, identify at minimum one (1) behavioral healthcare facilities (annually) to implement screening, treatment, and tobacco-free campus policies.

m. Establish, maintain, or support county, regional, and local health councils' interventions aimed at achieving the goals of the TUPCP.

n. Provide information on the current county tobacco cessation services available to Tennesseans, and policies on restricting the use of tobacco products through voluntary smoke-free spaces quarterly, and as requested, to the TUPCP survey site.

o. Partner with TDH Tobacco Staff, community partners, and TNSTRONG youth groups to disseminate information through press releases and social media content to increase awareness of the harms of emerging tobacco products including e-cigarettes among youth and young adults.

p. Participate in monthly meetings, training, teleconferences and/or conferences as requested by the Department of Health. The Grantee's TUPCP Coordinators/Health Educators must attend the above-referenced meetings trainings teleconferences and/or conferences to share and receive information and direction/guidance from the State.

q. Participate in and attend mandatory site visits (in-person or virtual) at the Local Health Department organized by the TUPCP. The TUPCP Coordinators and Health Educators must attend these meetings for the purpose of program updates, networking, sharing of information, and receiving presentations by speakers on "Best Practices" or the latest tobacco control techniques.

r. Document, evaluate and monitor the effectiveness of the county tobacco program in achieving the TUPCP goals including outcomes such as policy changes, changes in social norms, and individual and community participation in local and statewide efforts on monthly, and quarterly reports.

s. Identify local healthcare/community program referral agencies and educate them on how to refer pregnant smoking women to Knox County's Pregnancy Smoking Cessation Program.

t. Screen all pregnant participants served by the county agency for smoking status and shall offer to enroll eligible participants in the Pregnancy Smoking Cessation Program.

u. Provide at least four (4) prenatal cessation counseling sessions to participants enrolled in the Pregnancy Smoking Cessation Program and shall use a carbon monoxide monitor to test and screen smoking status at each prenatal session, documenting the results. The Contractor shall provide at minimum a twenty-five-dollar ($25.00) incentive voucher and ensure documentation of distributed incentive vouchers in the State's REDCAP system if the participant is nicotine-free by the third (3rd) prenatal counseling session, and/or provide additional cessation education where necessary.

v. Use a carbon monoxide monitor, for up to twelve (12) months postpartum, to test and screen enrolled participants each month following delivery, documenting smoking status.

w. Provide a minimum of a twenty-five-dollar ($25.00) incentive voucher for each additional session should the participant remain smoke-free past the 3rd prenatal session, and/or provide additional cessation education on quitting where necessary and ensure documentation of distributed incentive vouchers in the State's REDCAP system.

x. Enroll one (1) household member where applicable and provide an additional twenty-five-dollar ($25.00) voucher to enrolled participant in postpartum when the household member tests smoke-free and ensure documentation of distributed incentive vouchers in the State's REDCAP system.

y. Receive and respond to referrals from outside agencies within three (3) business days.

A.6. Service Reporting.

a. Monthly reports are due in a format provided by the State by the first Monday of the following month.

b. Quarterly reports are due in a format provided by the State with the following schedule.

c. Submit data to the State's Pregnancy Smoking Cessation Program Director REDCap reporting system on the fifth (5th) day of every month in a format provided by the State.

d. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

Period Covered	Reports Due
July 1, 2025-September 30, 2025	October 15, 2025
October 1, 2025- December 31, 2025	January 15, 2026
January 1, 2026-March 31, 2026	April 15, 2026
April 1, 2026-June 30, 2026	July 15, 2026
July 1, 2026-September 30, 2026	October15, 2026
October 1, 2026-December 31, 2026	January 15, 2027
January 1, 2027-March 31, 2027	April 15, 2027
April 1, 2027-June 30, 2027	June 30, 2027

A.7. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.8. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

2. Grant Contract section B is deleted in its entirety and replaced with the following:

B.1. This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

3. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Hundred Fifty Thousand Dollars ($450,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as **Attachment 1**, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

4. Grant Contract section D.8. is deleted in its entirety and replaced with the following:

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Liz Johnson
Tennessee Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower, 8th Floor
710 James Robertson Parkway
Nashville, TN 37243
(615) 253-2991
Liz.Johnson@tn.gov

The Grantee:

Kevin Parton, Senior Director
The Government of Knox County dba Knox County Health Department
140 Dameron Avenue
Knoxville, Tennessee 37917-6413

Telephone # (865) 215-5273
tdhcontracts@knoxcounty.org

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

5. Grant Contract section D.19. is deleted in its entirety and replaced with the following:

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

6. Grant Contract section D.20. is deleted in its entirety and replaced with the following:

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

7. Grant Contract section D.27. is deleted in its entirety and replaced with the following:

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term "motor vehicle" shall include any

article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment or motor vehicles;
b. Vehicle identification number;
c. Manufacturer's serial number or other identification number, when applicable;
d. Acquisition date, cost, and check number;
e. Fund source, State Grant number, or other applicable fund source identification;
f. Percentage of state funds applied to the purchase;
g. Location within the Grantee's operations where the equipment or motor vehicles is used;
h. Condition of the property or disposition date if Grantee no longer has possession;
i. Depreciation method, if applicable; and
j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

8. The following is added as Grant Contract section E.8.

E.8. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Grantee shall protect State Data as follows:

(1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US- based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

9. Grant Contract **Attachment 1** is deleted in its entirety and replaced with the new **Attachment 1** attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective ten (10) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Glenn Jacobs Date
County Mayor

KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Kevin Parton Date
Senior Director

APPROVED AS TO FORM: CONTRACT #

_____ _____
Jessica Jernigan-Johnson Date
Deputy Law Director

DEPARTMENT OF HEALTH

_____ _____
RALPH ALVARADO, MD, FACP Date
COMMISSIONER

ATTACHMENT 2

GRANT BUDGET

(BUDGET PAGE 1)

Knox County Government dba Knox County Health Department				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2024, and ending June 30, 2027.				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1] **(detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries[2]	$156,900.00	$0.00	$156,900.00
	Benefits & Taxes	$34,225.00	$0.00	$34,225.00
	Professional Fee/ Grant & Award [2]	$88,000.00	$0.00	$88,000.00
	Supplies	$118,825.00	$0.00	$118,825.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$1,500.00	$0.00	$1,500.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$12,200.00	$0.00	$12,200.00
	Printing & Publications	$4,000.00	$0.00	$4,000.00
	Travel/ Conferences & Meetings[2]	$15,000.00	$0.00	$15,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (% and method)	$19,350.00	$0.00	$19,350.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$450,000.00	$0.00	$450,000.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (Continued)

GRANT BUDGET

(BUDGET PAGE 2)

Knox County Government dba Knox County Health Department				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2024, and ending June 30, 2025. YEAR 1				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1] **(detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries[2]	$50,800.00	$0.00	$50,800.00
	Benefits & Taxes	$13,000.00	$0.00	$13,000.00
	Professional Fee/ Grant & Award [2]	$25,000.00	$0.00	$25,000.00
	Supplies	$42,600.00	$0.00	$42,600.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$500.00	$0.00	$500.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$5,600.00	$0.00	$5,600.00
	Printing & Publications	$2,000.00	$0.00	$2,000.00
	Travel/ Conferences & Meetings[2]	$4,000.00	$0.00	$4,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (10% of salaries and benefits)	$6,500.00	$0.00	$6,500.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$150,000.00	$0.00	$150,000.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (Continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 3)

YEAR 1

SALARIES									**AMOUNT**
Name, Title	Monthly Salary		# of Months		% of time				
Debra Lane, Full time PHE	$4,231.04	x	12	x	100.00%	+		(Longevity, if applicable)	$50,772.48
							ROUNDED TOTAL		**$50,800.00**

PROFESSIONAL FEE / GRANT & AWARD	**AMOUNT**
Media production to brand Power to Quit, Social media development and boosts, billboards and theater trailers	$25,000.00
ROUNDED TOTAL	**$25,000.00**

TRAVEL / CONFERENCES & MEETINGS	**AMOUNT**
Local mileage, conferences and trainings	$4,000.00
ROUNDED TOTAL	**$4,000.00**

ATTACHMENT 1 (Continued)

GRANT BUDGET

(BUDGET PAGE 4)

Knox County Government dba Knox County Health Department				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025, and ending June 30, 2026. YEAR 2				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1] **(detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries[2]	$53,300.00	$0.00	$53,300.00
	Benefits & Taxes	$13,325.00	$0.00	$13,325.00
	Professional Fee/ Grant & Award [2]	$25,000.00	$0.00	$25,000.00
	Supplies	$41,525.00	$0.00	$41,525.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$500.00	$0.00	$500.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$5,600.00	$0.00	$5,600.00
	Printing & Publications	$0.00	$0.00	$0.00
	Travel/ Conferences & Meetings[2]	$4,000.00	$0.00	$4,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (10% of salary and benefits)	$6,750.00	$0.00	$6,750.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$150,000.00	$0.00	$150,000.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (Continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 5)

YEAR 2

SALARIES									**AMOUNT**
Name, Title	Monthly Salary		# of Months		% of time				
Debra Lane, Full time PHE	$4,442.59	x	12	x	100.00%	+		(Longevity, if applicable)	$53,311.08
							ROUNDED TOTAL		**$53,300.00**

PROFESSIONAL FEE / GRANT & AWARD	**AMOUNT**
Media production for Power to Quit, multimedia tobacco prevention and QUITLINE promotion	$25,000.00
ROUNDED TOTAL	**$25,000.00**

TRAVEL / CONFERENCES & MEETINGS	**AMOUNT**
Local mileage, conferences and trainings	$4,000.00
ROUNDED TOTAL	**$4,000.00**

ATTACHMENT 1 (Continued)

GRANT BUDGET

(BUDGET PAGE 6)

Knox County Government dba Knox County Health Department				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2026 and ending June 30, 2027. YEAR 3				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1] **(detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries[2]	$52,800.00	$0.00	$52,800.00
	Benefits & Taxes	$7,900.00	$0.00	$7,900.00
	Professional Fee/ Grant & Award [2]	$38,000.00	$0.00	$38,000.00
	Supplies	$34,700.00	$0.00	$34,700.00
	Telephone	$0.00	$0.00	$0.00
	Postage & Shipping	$500.00	$0.00	$500.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$1,000.00	$0.00	$1,000.00
	Printing & Publications	$2,000.00	$0.00	$2,000.00
	Travel/ Conferences & Meetings[2]	$7,000.00	$0.00	$7,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (10% Salary + Benefits)	$6,100.00	$0.00	$6,100.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$150,000.00	$0.00	$150,000.00

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT 1 (Continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 7)

YEAR 3

SALARIES									**AMOUNT**
Name, Title	Monthly Salary		# of Months		% of time				
Sarah Pass, Public Health Educator	$4,403.65	x	12	x	100.00%	+		(Longevity, if applicable)	$52,843.80
							ROUNDED TOTAL		**$52,800.00**

PROFESSIONAL FEE / GRANT & AWARD	**AMOUNT**
Media production to brand Power to Quit, Social media development and boosts, billboards and theater trailers	$38,000.00
ROUNDED TOTAL	**$38,000.00**

TRAVEL / CONFERENCES & MEETINGS	**AMOUNT**
Local Mileage, Conferences, and Trainings	$7,000.00
ROUNDED TOTAL	**$7,000.00**

RLA-16804 **R-25-1-603**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Melinda Goodman, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with the Tennessee Department of Health for the provision of laboratory testing to comply with the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) permitting requirements for the period beginning on July 1, 2025 and ending on June 30, 2028 with the cost per test based upon the State's current cost per test price list.
(Health Department)

Attachments

Resolution

Contract for EPA Stormwater Testing

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF LABORATORY TESTING TO COMPLY WITH THE ENVIRONMENTAL PROTECTION AGENCY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING REQUIREMENTS FOR THE PERIOD BEGINNING ON JULY 1, 2025 AND ENDING ON JUNE 30, 2028 WITH THE COST PER TEST BASED UPON THE STATE'S CURRENT COST PER TEST PRICE LIST.

RESOLUTION: **R-25-1-603**

REQUESTED BY: **HEALTH DEPARTMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County and the Tennessee Department of Health desire to enter into a Contract for the provision of laboratory testing to comply with the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) permitting requirements; and

WHEREAS, the Contract sets forth the terms and conditions under which the State will test all submitted water samples from the Knox County Health Department using EPA -accepted methodologies; and

WHEREAS, the proposed Contract is effective for the period beginning on July 1, 2025 and ending on June 30, 2028 and provides that the cost per test will be based upon the State's current cost per test price list.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Contract with the Tennessee Department of Health for the provision of laboratory testing to comply with the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) permitting requirements is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Contract with the Tennessee Department of Health for the provision of laboratory testing to comply with the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) permitting requirements shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
KNOX COUNTY HEALTH DEPARTMENT

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the 'State" and Knox County Health Department, hereinafter referred to as the "Procuring Party," is for the provision of laboratory testing to comply with the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) permitting requirements as requested, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF SERVICES:

Guidelines for Scope of Services:

A.1. The Procuring Party shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. **Service Definitions** – Define *terms, program related references, *acronyms, function/law for Advisory Committees or Associations, etc.

The Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) permitting requirements cover testing for inorganic, organic and bacteriological pollutants.

Laboratory refers to Tennessee Department of Health, Division of Laboratory Services, Environmental Chemistry.

A.3. **Service Goals** – Summarize the purpose of the service and/or deliverables/what needs to be accomplished through the contract. What law governs this contract?

A.3.a. The State shall test all submitted samples from the Procuring Party only using EPA-accepted methodologies as specified in 40 CFR Part 136 Guidelines Establishing Test Procedures for the Analysis of Pollutants.

A.3.b. The State shall provide an annual listing of cost per test for all inorganic, organic and microbiological contaminants.

A.3.c. The State shall report test results to the Procuring Party monthly.

A.3.d. The Procuring Party shall provide for the proper transport of samples to the Laboratory by the methods specified by 40 CFR Part 136 and by the Laboratory.

A.3.e. The Procuring Party shall provide the sampling supplies required to collect regulatory samples.

A.3.f. The Procuring Party shall pay the Laboratory in accordance with payment terms of C.1.

A.4. **Service Recipients** – Specify what population/target group will be served by the contract.

Tennessee Department of Environment and Conservation (TDEC), Division of Water Resources (DWR) is responsible for the statewide implementation and enforcement of all applicable portions of the Federal Clean Water Act (CWA) as it pertains to the NPDES Stormwater Program.

Thus, the physical health and physical well-being of citizens of the Knox County could be potentially impacted by discharged environmental pollutants without the implementation of the NPDES Stormwater Program. In addition. economic development and growth due to decreased federal funding would be impacted without the implementation of this program.

A.5. **Service Description** – Provide/list in detail the services being provided through the contract.

A.5.1. The testing of water samples for chemical and/or microbiological contaminants as requested using EPA-accepted methodologies from 40 CFR Part 136.

A.5.2. The reporting of test results to the Procuring Party monthly by the Laboratory.

A.5.3 The monthly invoicing of the Procuring Party for services rendered.

A.6. **Service Reporting** – Provide/list in detail the reporting requirements of the contract.

A.6.1 An invoice for water testing that lists billing agency (Procuring Party), invoice number, invoice date, fiscal year, billing month, cost per sample, number of tests per sample, total cost, and bill to address.

A.7 **Service Deliverables** – Provide/list in detail the deliverables necessary for the vendor to successfully complete the contract.

Deliverable	Contract Section*	Delivery Date	Due to Whom?*	Requested Format
The testing of water samples provided by the Procuring Party	A.5.1.	On-going after project initiation	Laboratory	Per EPA format
The reporting of test results to the Procuring Party	A.5.2	No later than the 15th day of the following month	The county contact individual	PDF report from Lab LIMS system
The monthly invoicing of the Procuring Party	A.5.3.	No later than the 15th day of the following month	The county contact individual	MS Word invoice

A.8 **Inspection and Acceptance** – Provide/list the method of acceptance for services delivered in the contract.

A.8.1 Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Contract.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning **JULY 1, 2025** and ending on **JUNE 30, 2028**.

C. PAYMENT TERMS AND CONDITIONS:

C.1 The Procuring Party shall make monthly payments to the State upon receipt of an invoice for laboratory tests performed during the invoicing period. The costs per tests will be based upon the State's current cost per test price list. Each payment shall be made within thirty (30) days of the date on the invoice.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a Breach of Contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and “Records” (as identified by the section headings).

D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Kara Levinson, PhD, MPH, D(ABMM)

Public Health Laboratory Director
Tennessee Department of Health
Division of Laboratory Services
630 Hart Lane
Nashville, TN 37243
Kara.Levinson@tn.gov
Telephone #: (615)262-6300
Fax #: (615)262-6393

The Procuring Party:

Kevin Parton
Senior Director
Knox County Health Department
140 Dameron Avenue
Knoxville, TN 37917-7191
tdhcontracts@knoxcounty.org
Phone: (865)215-5273
Fax #: (865)215–5295

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

IN WITNESS WHEREOF,

KNOX COUNTY HEALTH DEPARTMENT:

Glenn Jacobs, Mayor	**DATE**

APPROVED AS TO FORM: CONTRACT NO.: _____

Jessica Jernigan-Johnson, Deputy Law Director	**DATE**

TENNESSEE DEPARTMENT OF HEALTH:

Ralph Alverado MD, FACP, Commissioner	**DATE**

RLA-16828 **R-25-1-701**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Anna Roeder, PARKS AND RECREATION
Department:	PARKS AND RECREATION
Requires Expenditure of Funds:	NO Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Amended and Restated Conservation Easement and Declaration of Restrictive Covenants among Knox County, the State of Tennessee, and the Seven Islands Foundation, Inc.
(Parks and Recreation)

Attachments

Resolution

Amendment & Restated Easement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE AMENDED AND RESTATED CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS AMONG KNOX COUNTY, THE STATE OF TENNESSEE, AND THE SEVEN ISLANDS FOUNDATION, INC.

RESOLUTION: **R-25-1-701**

REQUESTED BY: **PARKS AND RECREATION**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County, the State of Tennessee, and The Seven Islands Foundation, Inc. desire to enter into an Amended and Restated Conservation Easement and Declaration of Restrictive Covenants; and

WHEREAS, the parties agree to the terms and provisions of the Amended and Restated Conservation Easement and Declaration of Restrictive Covenants.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Amended and Restated Conservation Easement and Declaration of Restrictive Covenants among Knox County, the State of Tennessee, and The Seven Islands Foundation, Inc. is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Amended and Restated Conservation Easement and Declaration of Restrictive Covenants among Knox County, the State of Tennessee, and The Seven Islands Foundation, Inc. shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

This Instrument Prepared By:
Darsi N. Sirknen, Esq.
Woolf, McClane, Bright, Allen & Carpenter, PLLC
Post Office Box 900
Knoxville, Tennessee 37901-0900
(865) 215-1000

AMENDED AND RESTATED CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This AMENDED AND RESTATED CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "**Easement**") is made this ____ day of _____, 2024, among **Knox County, Tennessee** ("**Knox County**"), whose address is _____; the **State of Tennessee** ("**Grantor**"), whose address is _____; and **The Seven Islands Foundation, Inc.** ("**Grantee**"), whose address is 423 W. Cumberland Avenue, Knoxville, Tennessee 37901.

WITNESSETH:

WHEREAS, Knox County executed a Conservation Easement and Declaration of Restrictive Covenants in favor of Grantee, dated May 23, 2002, and of record as Instrument No. 200205230096768 in the Register's Office for Knox County, Tennessee, which easement has been amended by Amendment No. 1 to Conservation Easement and Declaration of Covenants dated June 13, 2014, and of record as Instrument No. 201406240072714 in the Register's Office for Knox County, Tennessee (collectively, the "**Knox County Easement**"); and

WHEREAS, Legacy Parks Foundation executed a Deed of Conservation Easement in favor of Foothills Land Conservancy, dated May 17, 2010, and of record as Instrument No. 201005170071919 in the Register's Office for Knox County, Tennessee, which easement has been amended by Amendment to Deed of Conservation Easement, dated August 31, 2010, and of record as Instrument No. 201009010013553 in the Register's Office for Knox County, Tennessee, and by Amendment No. 2 to Deed of Conservation Easement, dated June 24, 2014, and of record as Instrument No. 201406240072715 in the Register's Office for Knox County, Tennessee (collectively, the "**Legacy Parks Easement**" and, together with the Knox County Easement, the "**Original Easements**"); and

WHEREAS, Grantor is the successor in interest to Knox County and to Legacy Parks Foundation and is the current owner of the real property that is subject to the Original Easements; and

WHEREAS, Grantee is the successor in interest to the grantee under the Legacy Parks Easement by virtue of that certain Assignment of Deed of Conservation Easement from Foothills Land Conservancy to Grantee, dated June 24, 2014, of record as Instrument No. 201406240072716 in the Register's Office for Knox County, Tennessee; and

WHEREAS, the Original Easements provide that they may be amended by agreement of Grantor and Grantee, provided that (a) such amendment is not inconsistent with the basic

purpose of the Original Easements; (b) such amendment does not result in the Original Easements failing to qualify as a valid conservation easement under the Tennessee Act or Section 170(h) of the Code (each as defined herein); and, (c) with respect to the Knox County Easement, the consent of Knox County is obtained; and

WHEREAS, the parties have determined that certain amendments to the Original Easements are desirable and are consistent with the purpose of the Original Easements; and

WHEREAS, the parties desire to amend and restate the Original Easements in their entirety, such that all of the provisions of the Easement are set forth herein and no party need be concerned with the Original Easements, or either of them, from and after the date hereof; and

WHEREAS, Grantor is the owner in fee simple of certain real estate described in Exhibit A attached hereto (the "**Property**"); and

WHEREAS, the Property has been designated as and is included within the Seven Islands State Birding Park (the "**Birding Park**"); and

WHEREAS, the Property possesses ecological, natural, scenic, forested, open land, and wildlife habitat values (collectively, the "**Conservation Values**") of great importance to Grantor and the people and visitors of the State of Tennessee, as more specifically set forth herein; and

WHEREAS, Grantee is a tax-exempt, nonprofit organization whose primary purpose is to preserve the Birding Park, its land, water, air, wildlife, scenic qualities, and open space by implementing programs for protecting unique or rare natural areas, waterfront, stream corridors, and watersheds; and

WHEREAS, Grantee has a commitment to protect the Conservation Values of the Property and has the resources to enforce the restrictions set forth herein; and

WHEREAS, the ecological significance and potential of the Property has been established in one or more report(s) (collectively, the "**Baseline Documentation**") held by the Grantee in connection with the Original Easements; and

WHEREAS, the Baseline Documentation establishes the Property to be a natural habitat for fish, wildlife, plants and other ecosystems; and

WHEREAS, the Property is also known to contain significant archeological, historical and cultural resources; and

WHEREAS, the Baseline Documentation further establishes that the Property is open space which, pursuant to clearly delineated Federal and State governmental conservation policies, merits conservation in the manner intended by the parties hereto and expressed in this document and such conservation will yield a significant public benefit; and

WHEREAS, the parties hereto desire to perpetually conserve the natural, scientific, educational, open space, and scenic resources of the Property; and

WHEREAS, the Tennessee Conservation Easement Act of 1981, as amended through the date hereof (the "**Tennessee Act**"), Section 66-9-301 et. seq. of the Tennessee Code Annotated, permits the creation of conservation easements for purposes which include the conservation of native plants or animals, biotic communities or geological or geographical formations, retaining land or water areas predominantly in their natural, scenic, open or wooded condition or as suitable habitat for fish, plants, or wildlife and preserving the historical, architectural, archaeological, or cultural aspects of real property; and

WHEREAS, the preservation of the Property shall serve the following purposes (collectively, the "**Conservation Purposes**"): (i) preservation of the Property as a relatively natural habitat of wildlife, plants, or similar ecosystems; (ii) preservation of certain open space (including forest land) where such preservation is for the scenic and recreational enjoyment of the general public and will yield a significant public benefit; and (iii) preservation of certain open space (including forest land) where such preservation is pursuant to a clearly-delineated federal, state, or local governmental conservation policy and will yield a significant public benefit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby amend and restate the Original Easements as herein set forth.

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its undeveloped, natural, scenic, forested and/or open land condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property, subject only to the terms and provisions set forth herein. Grantor intends that this Easement will allow the use of the Property for such activities that are not inconsistent with the purpose of this Easement, including, without limitation, those involving walking, birding and other recreational uses.

2. Grant of Easement.

2.1 Subject to the provisions hereof, Grantor hereby grants and conveys unto Grantee, its successors and assigns, the easement and right of Grantee to enter upon the Property at any time and from time to time, for the following uses and purposes:

2.1.1 To inspect, monitor and enforce compliance with this Easement; provided, however, that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement or where entry is required to inspect the Property if a violation of the terms of this Easement is alleged or believed to have occurred, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property so long as such use is consistent with the terms of this Easement.

2.1.2 To preserve and protect the Conservation Values of the Property;

2.1.3 To prevent any activity on or use of the Property that violates the terms or purposes of this Easement.

2.1.4 To require restoration of the areas or features of the Property that are damaged by activity in violation of this Easement.

The foregoing rights and easements shall be exercised, if at all, in Grantee's sole and absolute discretion, and no duty shall be implied with respect to any of the foregoing. Grantee shall be furnished any keys required for access to the Property.

3. Grantor's Declaration of Covenants and Restrictions.

3.1 Except as otherwise provided herein and subject to the Reserved Rights set forth in Article 4 below, Grantor, for itself, its successors and assigns, covenants and declares that the Property shall be, and hereby is, bound by and made subject to the following covenants and restrictions in perpetuity:

3.1.1 There shall be no agricultural-related enterprises, farming, horticulture, or husbandry other than as allowed under the Reserved Rights and as may be undertaken as part of a botanical, wildlife, or educational management plan.

3.1.2 The Property shall not be used for any industrial or commercial purpose or purposes except as provided in the Reserved Rights or as may be otherwise approved by Grantee. Such prohibited industrial or commercial purposes shall include, without limitation:

3.1.2.1 Storage of any products or goods of any kind or nature, except for agricultural items such as hay and a reasonable level of inventory of items to be sold in a gift shop; and

3.1.2.2 Offices for persons involved in the sale, manufacture or assembly of goods or services or in the performance of services, except to the most limited extent necessary to exercise the Reserved Rights.

3.1.3 There shall be no concerts or fireworks on the Property.

3.1.4 No structures of any kind shall be built, erected, installed, placed, affixed or assembled within or upon the Property, except to the most limited extent necessary to exercise the Reserved Rights.

3.1.5 No cutting of timber or removal or destruction of trees shall be permitted within the Property except in accordance with a timber management plan approved by Grantee or when conducted for the following purposes: to preserve, protect, or restore vegetative cover that has been damaged, disturbed, or materially threatened by insect infestation, disease, fire, other forces of nature, or other casualty; trail management; to improve habitat conditions for exceptionally rare species; and to the most limited extent necessary for exercise of the Reserved Rights. Such forest management activities shall not adversely affect rare, threatened, or exemplary natural communities as determined by Grantee in its reasonable discretion or otherwise adversely affect the Conservation Values or frustrate or conflict with the Conservation Purposes.

3.1.6 There shall be no placement of signs or billboards on the Property except those informational, regulatory, or directional signs whose placement, number, and design do not significantly diminish the scenic character of the Property.

3.1.7 There shall be no building of any new roads, paths, trails or parking areas, nor widening of existing roads, paths, trails or parking areas, upon the Property, except to the most limited extent necessary for the exercise of the Reserved Rights or as otherwise approved by Grantee. Maintenance of roads, paths, trails or parking areas existing as of the date hereof or constructed hereafter under the terms of this Easement is permitted hereunder but shall be limited to normal practices for non-paved areas, and except for existing ADA paths and Kelly Lane, roads, paths, trails and parking areas, whether existing or newly constructed, shall remain unpaved to promote the wilderness nature of the Property.

3.1.8 There shall be no filling, excavating, surface mining, or drilling of any kind, nor removal of topsoil, sand, oil, gas, gravel, rock, peat, minerals, or other materials; nor shall any portion of the Property be used for the installation of any underground storage tanks. There shall be no material change in the topography of the Property in any manner, except to the most limited extent necessary for exercise of the Reserved Rights.

3.1.9 There shall be no dumping or other disposal of waste, refuse, ashes, or debris or any other unsightly or offensive materials on the Property.

3.1.10 There shall be no dredging, channelizing, or other manipulation of natural water courses or any other water courses existing within the Property, with the exception of creating and maintaining ponds or other water features for support of ecosystem and wildlife management.

3.1.11 There shall be no discharge of chemicals, wastewater, or other pollutants on the Property (other than wastewater into a permitted sewer or septic system) or into any permanent or intermittent water course.

3.1.12 There shall be no introduction of exotic plant or animal species without Grantee's approval other than as allowed under the Reserved Rights or as may be undertaken as part of a botanical, wildlife, or educational management plan.

3.1.13 The Property shall not be subdivided, sold or leased, nor shall any conveyance of any real property interest be made, directly or indirectly, including, but not limited to, the creation of a horizontal property regime; provided, however, (a) a conveyance in accordance with Article 23 shall be permitted and (b) a lease approved by Grantee that is as part of a botanical, wildlife, or educational management plan, for the conducting of educational programs or scientific research, or otherwise consistent with this Easement shall be permitted.

3.1.14 There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as approved by Grantee to control invasive species detrimental to the Conservation Values of the Property.

3.1.15 Wheeled or motorized vehicles, including, without limitation, bicycles, motorcycles, skates and skateboards, shall not be used on the Property except by Birding Park staff, Grantee, and as may otherwise by approved by Grantor and Grantee. In no event may the general public be permitted to utilize motorized or wheeled vehicles on the Property; provided, however, that (a) bicycles may be permitted on Kelly Lane and/or on any paved trails located on the Property and (b) wheelchairs and scooters for the handicapped may be permitted.

3.1.16 Aircraft (including, without limitation, drones, model airplanes, non-occupied aircrafts, and helicopters) shall be prohibited from taking off or landing on the Property, and Grantor shall use its best efforts to keep low flying aircraft from operating over the Property.

3.1.17 No domesticated pets shall be permitted to run freely on the Property. Grantor shall use reasonable efforts to remove stray animals from the Property.

3.1.18 With the exception of the removal of sick or nuisance animals, there shall be no hunting, trapping or taking of wildlife permitted on the Property, and Grantor shall properly post the Property with signs to that effect.

3.1.19 No new utility easements or utility lines, including electric power, water, sewer, gas and telephone, shall be permitted, except to the most limited extent necessary for exercise of the Reserved Rights. The construction and placement of any permitted new easements or lines must be reviewed and approved by Grantee.

3.1.20 No campfires shall be permitted on the Property except as approved by Grantee.

3.1.21 No tents or camping shall be permitted on the Property, except for display tents used during special events such as fundraisers, programs, or festivals or as otherwise approved by Grantee.

3.1.22 Except for law enforcement patrols, no horseback riding or the use of animals for any purpose, including field trials, shall be permitted on the Property.

3.1.23 There shall be no sporting fields on the Property or use of the Property for any sporting event, including, without limitation, golf.

3.1.24 Except for (a) law enforcement patrols and (b) the removal of sick or nuisance animals, there shall be no firearms permitted on the Property to the fullest extent allowed by applicable law.

3.1.25 There shall be no commercial photography on the Property without approval by Grantee.

3.1.26 There shall be no above-ground installation of any communication towers or antennae or related facilities.

3.1.27 Use of the Property by the public and exercise of the Reserved Rights shall be monitored and restricted as may be reasonably required to prevent material damage to fragile ecological systems on the Property and adjacent waterways. Grantor shall be obligated, within budgetary limitations, to provide reasonable manpower to assure compliance with necessary restriction on public uses and to address in a reasonable manner problems caused by such uses.

3.1.28 All activity on the Property shall be conducted so as to avoid the occurrence of soil erosion and sedimentation of streams or other water courses.

3.2 The parties recognize that this Easement cannot address every circumstance that may arise in the future, and the parties agree that the purpose of this Easement is to preserve the Property predominantly in its present condition as a wildlife refuge, with hiking, picnicking, fishing, bird and wildlife observation, and other outdoor activities for the public permitted on a low impact basis but regulated to avoid any material adverse effect upon the Property's ecological systems. It is the intention of Grantor and Grantee that this Easement prohibit any use or activity not reserved in Article 4 below and that materially threatens the purpose of this Easement.

4. Reserved Rights.

4.1 Notwithstanding any provision to the contrary contained in this Easement, Grantor reserves for itself, its successors and assigns, the following rights (the "**Reserved Rights**"):

4.1.1 The right of general access and enjoyment of the Property by the public consistent with the use of the Property as a state birding park in a manner that will not conflict with the restrictions set forth in Article 3 (except as reserved in this Article 4). Examples of such uses include, without limitation, walking, jogging, fishing, wildlife observation, bicycling on Kelly Lane or paved roads, and non-commercial photography. Notwithstanding the foregoing, all recreational activities within the Property must be conducted at all times in a manner that (a) has no material adverse effect upon the Conservation Purposes or Conservation Values and (b) is otherwise in conformance with this Easement.

4.1.2 The right to maintain limited educational gardens, subject to Grantee's approval.

4.1.3 The right to have fundraisers and educational festivals, subject to Grantee's approval.

4.1.4 The right to conduct educational programs and scientific research consistent with the use of the Property as a state park.

4.1.5 The right to use existing structures on the Property for Birding Park administration and for housing of Birding Park employees, subject to Grantee's approval.

4.1.6 The right to construct a visitor center with a gift shop and utilities near the entrance of the Birding Park, the size and location of which are subject to Grantee's approval.

4.1.7 The right to construct additional restroom facilities across the Property, adjacent to paved area and parking lots, the location of which shall be subject to Grantee approval.

4.1.8 The right to install and maintain, in any lawful manner and subject to all governmental regulations, any lawful erosion control devices so as to protect the Property and its perimeters.

4.1.9 The right to fish, for non-commercial purposes, from the Property.

4.1.10 The right to repair and/or replace the existing trail system on the Property (including, without limitation, the right to prune dead or hazardous vegetation affecting any trail or walkway, install or apply any lawful erosion control devices necessary to correct or impede erosion, and install or replace culverts, water control structures, and bridges), as well as to construct new unpaved trails, boardwalks, observation platforms, nesting structures, and wildlife viewing blinds subject to Grantee's approval, and with the following restrictions: the width of the area cleared and improved for trails shall not exceed that which is necessary for pedestrian use; earth must be grade to maintain a passable condition and to control and impede erosion; and trails shall otherwise be installed in a manner to avoid unnecessary tree removal, grading, and other land disturbance.

4.1.11 The right to repair and replace paved roads, but no new paved roads or trails may be constructed unless approved by Grantee.

4.1.12 The right to repair and maintain existing boat ramps and to construct new boat ramps and/or boat docks, subject to Grantee's approval.

4.1.13 The right to construct, maintain and use one or more pedestrian-only footbridge(s) across the French Broad River from any point of origin to any other point of origin.

4.1.14 The right to engage in activities reasonably required to protect and enhance plant and animal species of concern on the Property and the adjoining French Broad River, including (without limitation) endangered plant and animal species, threatened plant and animal species and neotropical migratory bird species.

4.1.15 The right to conserve, preserve, or improve biotic communities or geological or geographical formations; retain land or water areas predominantly in their natural, scenic, open or wooded condition or as suitable habitat for fish, plants, or wildlife, while preserving the historical, architectural, archaeological, and cultural aspects of the Property, including ponds, riverfronts, and structures over 50 years of age.

4.1.16 The right to protect any rock outcrops, remaining mature forest patches, and any riparian buffers located on the Property from further disturbance.

4.1.17 The right to construct and maintain in minimal quantities designated fences, gates, trail markers, decorative landscape structures, bridges for trail use and bollards, so long as they do not detract from the natural landscape of the property, and with Grantee's approval.

4.1.18 The rights of third parties, if any, to utilize existing and/or recorded easements and rights-of-way.

4.1.19 The right to conduct vegetation management, including the removal of non-native and invasive plant species and installation of food plots for wildlife, and landscaping and upkeep consistent with the operation of wildlife management areas generally, and the right to manage warm season grasses, including hay harvesting and removal and burning grassland.

4.1.20 The right to undertake forest management programs, including timber harvesting, consistent with best practices for forest health management.

4.1.21 The right to produce and sell non-animal agricultural products in limited quantities, subject to Grantee's approval.

4.1.22 The right to construct parking areas, benches, and picnic areas, subject to Grantee's approval.

4.1.23 The right to control, destroy or trap predatory and problem animals that pose a material threat to humans and/or the ecosystem by means and methods approved by Grantee. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques.

4.2 Grantor intends that this Easement will allow the use of the Property for such activities that are not inconsistent with the Conservation Purposes, including, without limitation, uses involving walking, birding, and other recreational uses, as well as scientific and educational endeavors.

4.3 Without limiting the restrictions and covenants set forth above, Grantor agrees that the exercise of all Reserved Rights shall be in full accordance with all applicable local, state, and federal laws and regulations, and the Conservation Purposes of this Easement.

4.4 No assurance is given that any of the above Reserved Rights for which the consent or approval of Grantee is expressly required in this Easement may be exercised, in such matter as Grantor might propose, without having an adverse effect on the Conservation Purposes, Conservation Values, or other significant ecological values of the Property. The Reserved Rights for which the consent or approval of the Grantee is expressly required in this Easement may not be exercised unless and until Grantee is satisfied that the exercise of the Reserved Right for which approval is sought can be done without an adverse effect on the Conservation

Purposes, Conservation Values, or other significant ecological values of the Property. Grantor hereby waives, for Grantor and Grantor's successors and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Grantee in any litigation or other legal action arising from a dispute over Grantee's exercise of its rights, obligations or interpretations under this Article 4 and agrees that the sole remedy or legal right to seek redress arising from any decision of Grantee pursuant to this Article 4 shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Grantor hereunder. Grantor and Grantee agree that it is their intent that the rights reserved by Grantee in this Easement conform to the requirements of 26 Code of Federal Regulations Section 1.170A-14, and any rights so reserved by Grantor shall be limited to the extent such rights do not conform with 26 C.F.R. Section 1.170A-14. Grantor may not exercise any of its rights reserved under this Easement in such a manner to adversely impact the Conservation Values of the Property. Notwithstanding anything herein to the contrary, Grantor shall notify the Grantee, in writing, before exercising any of Grantor's rights under Article 3 or 4 of this Easement which may have an adverse impact on the Conservation Values of the Property. If the Grantee determines in its reasonable discretion that any exercise by Grantor of its rights under this Easement may have an adverse impact on the Conservation Values of the Property, Grantee may withhold its approval of such action by Grantor as further provided in Section 5.2.

5. Notice and Approval.

5.1 Whenever Grantee approval of any action of Grantor is required hereunder, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date on which Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgement as to its consistency with the purpose of this Easement.

5.2 Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with any of the Conservation Purposes of this Easement, detrimental to the Conservation Values of this Easement, or would be prohibited by or inconsistent with the restrictions set forth in this Easement.

5.3 Notwithstanding the foregoing, in the event the Property is affected or in imminent danger of being affected by casualty damage resulting from an Act of God, fire or other event beyond Grantor's control, then the prior approval requirements of this Article 5 shall be waived as to any action that would otherwise require such approval but which must be undertaken by Grantor immediately in order to prevent loss, damage, or injury to persons or property or to prevent ecological damage to the Property or neighboring property (an "**Emergency Restoration Action**"); provided that Grantor makes a good faith effort to notify Grantee prior to undertaking such Emergency Restoration Action and to keep Grantee informed of its ongoing actions.

5.4 Grantor shall be responsible, as a condition of the right to exercise its rights hereunder, for payment of Grantee's reasonable costs and expenses, including legal and consultant fees, associated with review of Grantor's requests for approval. Grantee may condition consideration of a proposal for exercise of rights upon the deposit of a sum of money with Grantee to secure payment of Grantee's reasonable costs of review.

6. Remedies and Enforcement.

6.1 Notice of Violation: Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan agreed upon by Grantor and Grantee.

6.2 Injunctive Relief. If Grantor fails to cure any violation within sixty (60) days after receipt of notice thereof from Grantee (or within sixty (60) days after the Committee's decision in Grantee's favor, if applicable), or under circumstances where the violation cannot reasonably be cured within such sixty (60) day period, if Grantor fails to begin curing such violation within the sixty (60) day period or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. Notwithstanding the foregoing, Grantee may bring any action at law or in equity without such sixty (60) day opportunity to cure (an "**Emergency Action**") if necessary to prevent ongoing damage to the Conservation Values that could not be readily cured or would be irreparable. Grantee shall not be required to post any bond in pursuit of such a remedy.

6.3 Damages. If Grantor violates this Easement in such a manner as to cause damage to, extract or remove any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Easement, including violation resulting from failure to obtain Grantee's approval, Grantee shall be entitled to payment of damages in the amount of the value of the protected natural resource. Grantee may seek payment and recovery of such damages by any means available at law. The value of the protected natural resource shall be greater of (i) the market value of the resource, or (ii) the cost of immediate restoration of the Property and all resources to their condition prior to the violation. If such immediate restoration is not reasonably possible, then the market value of the resource shall be the amount of damages. If the resource does not have readily determinable market value, then the amount of damages shall be the amount which a court having jurisdiction may determine, taking into account the importance of the resource to the fulfillment of the Conservation Purposes.

6.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant

damage to the Conservation Values of the Property, Grantee may pursue its remedies hereunder without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 Scope of Relief. Grantee's remedies hereunder apply equally in the event of either actual or threatened violations of this Easement. Grantor agrees that Grantee's remedies at law for any violation of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described herein, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies hereunder shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. All reasonable, actual costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without, limitation, costs and expenses of suit, attorneys' fees, and any costs of restoration necessitated by Grantor's violation of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs.

6.7 Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any violation of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defenses. Grantor hereby waives any defenses of laches, estoppel, or prescription.

6.9 Rights and Remedies in Relation to Third Parties. As the owner of a real property interest under this Easement, Grantee shall have the right, without limitation of any rights herein as against Grantor, to assert and enforce any of the rights and remedies in this Easement against any person or entity other than Grantor who engages in any action upon the Property that constitutes a violation of any of the covenants or restrictions of this Easement, whether such person or entity enters upon the Property as a tenant, guest or invitee of Grantor, by an act of trespass or by any claim of right, and Grantor shall cooperate with Grantee by joining in any action or proceeding commenced by Grantee for such purpose.

6.10 No Third Party Rights of Enforcement. This Easement may only be enforced by Grantor and Grantee; and no third party beneficiary rights, rights of enforcement, or other rights are created or intended to be created or granted by this Easement in or to any other person or entity, any person or entity that was once a "Grantor" but is no longer an owner of the

Property, the public generally, or any governmental authority except as required by statute (and only to the extent such statute cannot be waived by agreement of Grantee and Grantor).

6.11 Natural Events Not a Violation. Notwithstanding anything herein to the contrary, Grantee shall not bring any action seeking to enforce this Easement against Grantor, nor shall this Easement be considered to have been violated by Grantor, as a result of any damage to the Property that would be considered a violation of this Easement if such damage was the result of a natural event such as an earthquake or flood, wind, lightning or other storm event, including those events commonly referred to as "acts of God," nor as a result of any emergency measures reasonably taken by Grantor to abate or mitigate significant injury to the Property as a result of any such natural event.

7. General Provisions.

7.1 Nothing herein shall be construed as a grant to the general public, or to a person or persons other than Grantee, of the right to enter upon any part of the Property. All rights of entry by the public shall be established from time to time by Grantor, its successors and assigns, in the exercise of its discretion.

7.2 The parties recognize the environmental, scenic and natural values of the Property and have the common purpose of preserving these values. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant so as to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid should be favored over any interpretation that would render it invalid.

7.3 To the fullest extent permitted by applicable law, this Easement shall not merge with any other interest in the Property, whether upon any conveyance of the Property or otherwise, and this Easement shall remain severed from the fee interest in the Property, notwithstanding any specific conveyance by any Grantee, unless the original Grantor and Grantee join in such conveyance.

7.4 This Declaration and all of the covenants, easements and restrictions herein set forth shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

7.5 All notices required or permitted under the terms of this Easement, and all consents or approvals of any party, shall be in writing. All notices and requests for consent or approval shall be served personally or sent by overnight delivery service or certified mail, return receipt requested, addressed to the other party at the address set forth below or such other address as may be provided upon notice as specified herein.

GRANTOR:

State of Tennessee

_____

_____

Attn: _____

GRANTEE:

The Seven Islands Foundation
423 W. Cumberland Avenue
Knoxville Tennessee 37901
Attention: Karen Claussen Bishop, President

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall cause Grantee to be named as an additional insured on any comprehensive general liability insurance policy covering the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable laws. Grantor shall keep Grantee's interest in the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor, except mortgages that are subordinate to this Easement.

9. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property and shall furnish Grantee with satisfactory evidence or payment upon request. Grantee shall have the right to pay any lawful taxes and assessments in order to prevent a "delinquent tax sale" or other lien foreclosure of the Property or any portion thereof, and the entire amount paid by Grantee, together with all costs and expenses, fines, interest, and penalties, including reasonable attorney's fees, shall be immediately due and payable to Grantee by Grantor, and shall bear interest at the highest rate permitted by law until fully paid. In the event the Property or any portion thereof is sold at a delinquent tax sale, Grantee shall have all redemption rights provided in the Tennessee Code Annotated to a fee simple owner of the Property, as if Grantee were the fee simple owner of the Property.

10. Grantor Representations and Warranties. Grantor represents and warrants that, to the best of its knowledge after reasonable investigation:

10.1 No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property.

10.2 There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.

10.3 Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use.

10.4 There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.

10.5 No civil or criminal proceedings or investigations have been instigated at any time or are now pending; and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use; nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

11. Remediation. If at any time there occurs or has occurred a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local laws, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to, promptly and with all due haste, take all steps necessary to assure its containment and remediation, including any clean-up that may be required.

12. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability of Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or Tennessee Code Annotated Section 68-212-101 *et seq.*

13. Hold Harmless. If Grantee is required by a court to pay damages resulting from personal injury, property damage, hazardous waste contamination, hazardous materials usage, or any other event that occurs on the Property, Grantor shall indemnify and reimburse Grantee for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Grantee or its agents or contractors have violated any law or are negligent or have committed a deliberate act that is determined by a court to be a cause of the injury or damage.

14. Indemnification. Grantor covenants and agrees to indemnify, defend, reimburse, and hold Grantee, its directors, officers, and employees harmless from, for, and against any Loss (hereinafter defined) to the extent such Loss arose from an Indemnified Cause (hereinafter defined). A "**Loss**" shall mean any loss, cost, liability, penalty, fine, or damage of any kind or nature whatsoever which Grantee or any of its directors, officers, or employees may reasonably be concluded to have suffered, paid, or incurred. The term "cost" shall include, but shall not be limited to, reasonable attorneys' fees, witness and court fees, and expert fees, whether as witnesses or consultants. An "**Indemnified Cause**" shall mean any of the following: the violation of any law in, upon, or involving the Property by Grantor or anyone acting under the direction of Grantor; any breach of covenants and restrictions in this Easement by Grantor or anyone acting under the direction of Grantor; any tax or assessment upon the Property or upon

this Easement or the rights it represents or that it grants to Grantee; any lien or attempts to enforce a lien asserted against the Property; the costs of performing any work on the Property; any dispute involving Grantor and Grantee regarding the interpretation or enforcement of this Easement as to which the interpretation or enforcement of Grantee is upheld; or any lawsuit (even if initiated by Grantor or Grantee) or governmental administrative or law enforcement action which relates to the Property or this Easement and which is commenced or threatened against Grantee or any of its directors, officers, or employees or to which any of the foregoing are made a party or called as a witness; but "Indemnified Cause" shall not include any cause which results from Grantee's own acts which are finally determined by a court to have been the result of Grantee's bad faith, negligence, or willful misconduct. It is further agreed that no person shall have an indemnification obligation or liability under this Section as to any Indemnified Cause which arises entirely and solely from events which occurred after such person is no longer the legal or equitable owner of the Property or any part thereof and is no longer in possession of the Property or any part thereof (it being understood that the then-current owner(s) of the Property shall have such indemnification, defense, reimbursement, and holding harmless obligation).

15. Successor Grantee. If, at any time, Grantee shall be unwilling or unable to continue as Grantee hereunder, including, but not limited to, if Grantee ceases to exist or to be authorized to acquire and hold conservation easements under the Tennessee Act, then Grantor and Grantee shall mutually agree upon a qualified successor Grantee, and if Grantor and Grantee cannot agree upon a qualified successor Grantee, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to applicable Tennessee law and consistent with the requirements for an assignment pursuant to Article 16.

16. Assignment. Subject to the provisions of Article 16, this Easement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (the "**Code**") and 26 CFR Section 1.170A-14 (or any successor provision then applicable), and authorized to acquire and hold conservation easements under the Tennessee Act or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes continue to be carried out and ensure that the transferee has a commitment to protect the Conservation Purposes and the resources to enforce this Easement. Grantee agrees to give written notice to Grantor of any assignment at least one hundred twenty (120) days prior to the date of such assignment.

17. Merger. In the event Grantee holds title to the underlying fee interest in the Protected Property, no merger of the fee and the easement estate shall take place, it being the specific intent of the parties that, notwithstanding the operation of Tennessee law, this Easement shall remain an encumbrance on the Property regardless of the commonality of ownership of the fee and the easement.

18. Amendment. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Easement. To this end, Grantee and Grantor shall mutually have the right, in their sole joint discretion, to agree

to amendments to this Easement which are not inconsistent with the basic purpose of this Easement as stated in this document; provided, however, that Grantee shall have no right or power to agree to any amendments hereto that would result in this Easement failing to qualify as a valid conservation easement under the Tennessee Act (as the same may be hereafter amended).

19. Extinguishment; Condemnation.

19.1 Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale or exchange of all or any portion of the Property subsequent to such termination or extinguishment shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Section 19.2 or 26 CFR Section 1.170A-14, if different.

19.2 Valuation. This Conservation constitutes a real property interest vested in Grantee, which, for the purposes of Section 19.1, the parties stipulate to have a fair market value determined by multiplying (a) the fair market value of the Property unencumbered by this Easement (minus any increase in value after the date of the applicable Original Easement attributable to improvements); by (b) a fraction, the numerator of which is the value of this Easement as of the date of the applicable Original Easement and the denominator of which is the value of the Property without deduction of the value of this Easement as of the date of the applicable Original Easement. (The values as of the date of the Original Easements are or shall be those values used for the Original Easements pursuant to Section 170(h) of the Code. For the purposes of this Section, the ratio of the value of this Easement to the value of the Property unencumbered by this Easement shall remain constant.) It is intended that this Section 19.2 be interpreted to adhere to and be consistent with 26 CFR Section 1.170A-14(g)(6)(ii).

19.3 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying the balance by the ratio set forth in Section 19.2.

19.4 Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this Article 19 in a manner consistent with Grantee's conservation purposes.

20. Changes in Law. Because this Easement is intended to continue in perpetuity, and because the law is dynamic and is constantly changing, it is appropriate to assert that it is the intent of the parties to comply with all federal, state, and local laws, regulations, rules, and ordinances, including common law, as the same may change from time to time, in the

establishment and continuation of this Easement, and to further assert that it is Grantor's over-riding desire that the Property remain subject to this Easement regardless of any change in the law.

21. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Any mortgagee must subordinate its rights in the Property to this Easement. Any and all successors to Grantor's interest in the Protected Property shall be bound by the provisions of this Easement.

22. Estoppel Certificates. Upon request by Grantor, Grantee shall, within twenty (20) days, execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to such compliance as of Grantee's most recent complete inspection of the Property. The parties acknowledge that the size, shape, and configuration of the Property, together with the topography of the Property, are such that Grantee's acknowledgement of Grantor's compliance with the provisions of this Easement at a time other than as of Grantee's most recent complete inspection will necessitate a significant expenditure of time and money. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, and so deliver such certification document within a reasonable period of time following Grantee's receipt of Grantor's written request therefor.

23. Right of First Refusal. In case of any contemplated sale of the Property or any portion thereof by Grantor, first refusal as to any bona fide offer of purchase must be given to Grantee. If Grantee so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of Grantee to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. This right of first refusal shall be inapplicable to any transfer of the Property (by sale or otherwise) to Knox County or the City of Knoxville.

24. Miscellaneous Provisions.

24.1 Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

24.2 Successors and Assigns. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall continue as a servitude running with the Property in perpetuity. A party's rights and obligations under this Easement terminate upon

transfer of that party's interest in the Easement or the Property, except that liability for any acts or omissions occurring prior to any transfer shall survive such transfer.

24.3 Entire Agreement. This Easement sets forth the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings, or agreements between the parties related to such subject matter (including, without limitation, the Original Easements).

24.4 Recordation. Grantor shall record this instrument in timely fashion in the official records of Knox County, Tennessee, and Grantee may re-record it at any time as may be required to preserve Grantee's rights in this Easement.

24.5 Headings. The headings of all paragraphs herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon the construction or interpretation hereof.

24.6 Liberal Construction. Notwithstanding any general rule of construction to the contrary, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Tennessee Act and to qualify as a qualified conservation contribution under 26 CFR Section 1.170A-14. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. This Easement is made pursuant to the Tennessee Act, but the invalidity of the Tennessee Act or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.

24.7 Counterparts. The parties may execute this instrument in two (2) or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it, and all counterparts together shall constitute but one (1) instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

24.8 Applicable Law. The interpretation and performance of this Easement shall be governed by Tennessee law.

24.9 No Forfeiture. Nothing contained herein shall result in a forfeiture or reversion of Grantor's title in any respect.

[Signatures on following page.]

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

KNOX COUNTY:

KNOX COUNTY, TENNESSEE

By: _____
Name: _____
Title: _____

GRANTOR:

STATE OF TENNESSEE

By: _____
Name: _____
Title: _____

GRANTEE:

THE SEVEN ISLANDS FOUNDATION, INC.

By: _____
Karen Claussen Bishop, President

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named bargainor, _____, who acknowledged himself/herself to be the _____ of **Knox County, Tennessee**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained, on behalf of **Knox County, Tennessee**, as its _____.

Witness my hand and official seal at office in the aforesaid county, this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named bargainor, _____, who acknowledged himself/herself to be the _____ of the **State of Tennessee**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained, on behalf of the **State of Tennessee** as its _____.

Witness my hand and official seal at office in the aforesaid county, this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named bargainor, **Karen Claussen Bishop**, who acknowledged herself to be the President of **The Seven Islands Foundation, Inc.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained, on behalf of **The Seven Islands Foundation, Inc.**, as its President.

Witness my hand and official seal at office in the aforesaid county, this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires: _____

For recording purposes, I hereby swear or affirm that the actual consideration or value of this transfer, whichever is greater, is $0.

_____
Affiant

Subscribed and sworn to before me this _____ day of _____, 2024.

_____
Notary Public

EXHIBIT A
PROPERTY DESCRIPTION

TRACT I:

SITUATED in District No. Nine (9) of Knox County, Tennessee, and located on Mutton Hollow Road:

BEGINNING at a stake in the Big Road corner to Reece Widner; thence N. 41 deg. E. 64 ½ poles to an oak on the back of ridge; thence S. 65 deg. E. 16 poles to a buckeye; thence S. 45 E. 50 poles to a poplar corner to W. P. Kenner's Line; thence S. 54 deg. W. 84 poles to a stake in the road; thence with said road, N. 25 deg. W. 15 poles to a stake in the road; thence N. 10 deg. W. 26 poles to a stake in the road; thence N. 31 deg. W. 34 poles to the BEGINNING, containing 38 acres, more or less.

There is excepted from the abvoe property 3 tracts previously sold off by Lewis Henry as follows: To Link Monday as shown in Warranty Deed Book 810, page 43, 1 acre, more or less; to Robert Caughorn as shown by Warranty Deed Book 867, page 393, 1 acre, more or less; and to C. P. Wilson, M.D., as shown by Warranty Deed Book 919, page 3, 3 ½ acres, more or less.

LESS AND EXCEPT 5.06 acres more or less, conveyed to Deward L. White and wife, Angela White, by Quitclaim Deed dated November 13, 2002, of record as Instrument No. 200211250046020 in the Knox County Register of Deeds Office.

LESS AND EXCEPT 7.97 acres more or less, conveyed to Mary Francis Ellison by Warranty Deed of record as Instrument No. 200401070067741 in the Knox County Register of Deeds Office.

TRACT II: [CLT#113.050.01]

SITUATED in District No. Nine (9) of Knox County, Tennessee, and being more particularly described as follows:

BEGINNING at a stake in the line of Wilson (Wilson Road) and running with the same in a westerly direction 438 ft. to an iron pin; thence in a southerly direction 250 ft. to an iron pin; thence in an easterly direction 438 ft. to an iron pin; thence northerly 250 ft. to the BEGINNING, and containing 2.75 acres by estimation, more or less.

TRACT III: [CLT#113.050.01]

SITUATED in the Ninth (9th) Civil District of Knox County, Tennessee, and being all of a 5.06 acre tract of the property of Lynn White as shown of record in Instrument No. 200207010000350, in the Register's Office for Knox County, Tennessee, and being more particularly described as follows:

Starting at the intersection of the center line of Mutton Hollow Road Extended and the eastern right of way of Seven Islands Road; thence along the eastern right of way of Seven Islands Road 680.8 feet, more or less, in a southerly direction to an iron pin and the POINT OF BEGINNING FOR THE TRACT HEREIN CONVEYED; thence North 44 deg. 11 min. 03 sec. East 446.24 feet to an iron pin; thence North 34 deg. 59 min. 44 sec. West 498.32 feet to an iron pin; thence North 45 deg. 00 min. 00 sec. East 204.66 feet to an iron pin; thence South 51 deg. 53 min. 04

sec. East 266.41 feet to an iron pin; thence North 56 deg. 06 min. 38 sec. East 228.24 feet to an iron pin; thence South 29 deg. 07 min. 47 sec. East 236.48 feet to an iron pin; thence South 44 deg. 25 min. 28 sec. West 491.32 feet to an iron pin; thence South 44 deg. 11 min. 03 sec. West 470.06 feet to an iron pin, thence North 12 deg. 05 min. 07 sec. West a distance of 60.12 feet to an iron pin and being the Point of Beginning, Containing 5.06 acres, more or less, according to the survey of Acre by Acre, RLS No. 1861, dated 04-11-2002, drawing number 02070.

TRACTS I, II, AND III BEING a portion of the property conveyed to the State of Tennessee by Quitclaim Deed from Knox County, a Tennessee municipal corporation, dated June 24, 2014, of record as Instrument No. 201406250073004 in the Register's Office for Knox County, Tennessee.

TRACT IV:

Situated in District Nine (9) of Knox County, Tennessee, and more fully described as follows:

Parcel A

BEING an island in the French Broad River and the same property conveyed to Lewis Henry and wife by J. H. Dykes and registered in the Register's Office, Knox County, Tennessee in Book No. 441, page 52, to which reference is made for further description. Said island is completely surrounded by water and is known as the upper one of the Seven Islands. Reference is made to said deed of J. H. Dykes for full description. Said island contains about 28.5 acres, more or less, but it is described in former deeds as about 12 acres, more or less, and about 20 acres, more or less.

BEING the same lands mentioned and described in deed of C.P. Wilson, Jr., and wife Jean Wilson to Helen Wilson Justice dated August 26, 1958, and of record in Book 1092, Page 570, in the Knox County Register's Office.

Parcel B

BEING part of an island in the French Broad River, and separated from Tract 1 by a narrow channel, said island being 2.4 acres, more or less, in its entirety, with the part in this tract being 2 acres, more or less, and also being a small island of less than 1 acre; and being part of the same property conveyed to Max D. Justice and his wife Helen Wilson Justice in June 1959 and of record in Book 1115, page 571, in the Knox County Register's Office; and being more particularly described as follows:

From an original iron pin corner to Berry, Blair and Williams, said pin being 85 feet northeast of the center line of Seven Islands Road; thence N. 45 deg. 06 min. E, 695.1 feet with a fence being the property line of Blair and Williams to an aluminum pin in the south bank of the French Broad River; thence with said river N. 50 deg. 05 min. W, 550.7 feet to an aluminum pin which is the point of Beginning; thence N. 59 deg. 20 min. E. across the French Broad River to the island in Tract 1; thence southeasterly with said island to a point which is an extension across the French Broad River of the call N. 45 deg. 06 min. E. described above; thence S. 45 deg. 06 min. W. to an aluminum pin in the south bank of the French Broad River; thence with said river N. 50 deg. 05 min. W., 550.7 feet to the point of Beginning.

TRACT IV BEING the same property conveyed to the State of Tennessee by Quitclaim Deed from H. Peter Claussen and wife, Linda C. Claussen, dated June 25, 2014, of record as Instrument No. 201406250073002 in the Register's Office for Knox County, Tennessee.

RLA-16847 **R-25-1-801**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Ben Sharbel, PROCUREMENT
Department:	PROCUREMENT
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Utility Easement for an overhead transmission line with the Knoxville Utilities Board (KUB) at 1613 Vermont Avenue (Parcel ID 094BA001). *(Procurement)*

Attachments

Resolution

Easement and Map

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A UTILITY EASEMENT FOR AN OVERHEAD TRANSMISSION LINE WITH THE KNOXVILLE UTILITIES BOARD (KUB) AT 1613 VERMONT AVENUE (PARCEL ID 094BA001).

RESOLUTION: **R-25-1-801**

REQUESTED BY: **PROCUREMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is the owner of certain real property located at 1613 Vermont Avenue (Parcel ID 094BA001) (the "Property"); and

WHEREAS, the Knoxville Utilities Board (KUB) desires to acquire a utility easement on the Property to place, construct, operate, repair, maintain, remove and replace utility lines and related equipment and facilities for an overhead transmission line, which easement is further detailed and shown on the attached Utility Easement; and

WHEREAS, the Knox County Commission finds it in the public interest to approve the Utility Easement in order for KUB to provide improved utility service and reliability in the area.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Utility Easement with the Knoxville Utilities Board (KUB) at 1613 Vermont Avenue (Parcel ID 094BA001) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Utility Easement with the Knoxville Utilities Board (KUB) at 1613 Vermont Avenue (Parcel ID 094BA001) shall be executed subject to such amendment or action not affecting the substantive provisions of the document as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all other documents which may be necessary to convey said easement to KUB, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Prepared by: Knoxville Utilities Board
445 Gay Street
Knoxville, TN 37902

Knox County, Tennessee
CLT Map 94B Parcel A1

UTILITY EASEMENT

This Easement is entered into as of this ____ day of _____, 20___, between **KNOX COUNTY** (the "Owner") and the **KNOXVILLE UTILITIES BOARD ("KUB")**, an independent agency of the City of Knoxville, Tennessee.

FACTS: The Owner owns the property described in the deed book and page or instrument number shown below which includes the property shown and described on Exhibit "A" (the "Easement Tract"). KUB desires to install utility facilities and lines on the Easement Tract. The Owner has agreed that KUB can have an easement across the Easement Tract for its utility facilities and lines owned and/or licensed by KUB. Based on all of the above, the Owner agrees as follows:

1. The Owner grants to KUB a 15' wide permanent utility easement (7.5' on each side of the utility facilities installed) and/or a 20' wide permanent easement for above-ground utilities (10' on each side of the utility facilities installed) over, under and across the Easement Tract and agrees that KUB has the perpetual right to enter on the Easement Tract and to do those things that are necessary to place, construct, operate, repair, maintain, remove and replace on the Easement Tract one or more utility lines and related equipment and facilities that are owned and/or licensed by KUB. Unless noted otherwise on the Easement Tract, it is agreed that the Easement Tract shall include an additional temporary construction easement as required and necessary to install, replace and maintain the facilities and lines beyond the permanent easement as shown on Exhibit "A". The Owner also agrees, in addition, that KUB shall have reasonable access across Owner's property to reach the Easement Tract as may be needed.
2. The Owner understands and agrees that:
   a. KUB has agreed that it will restore the Easement Tract and Temporary Construction Easement after it installs the utility lines. Trees, shrubbery and other vegetation located in the Easement Tract and Temporary Construction Easement may be removed by KUB during construction and KUB is not obligated to replace trees, shrubbery or other vegetation (other than grass) within the Easement Tract and Temporary Workspace that is removed or disturbed.
   b. KUB has the right to keep the Easement Tract free and clear of buildings, trees, and anything else that interferes with the installation, maintenance and use of the utility lines on the Easement Tract.
   c. Three (3) days before allowing any digging or other work on the Easement Tract, the Owner will notify the person(s) doing the work of the existence of this Agreement and will instruct the person doing the work that they must contact KUB prior to working.
   d. The Easement Tract will not be used for anything that will interfere with or endanger the use and operation of the utility lines that are placed on the Easement Tract. No permanent structure will be erected on the Easement Tract.
   e. The ground level of the Easement Tract will not be changed without KUB's written approval in advance. Approval shall not be unreasonably withheld by KUB.
3. The Owner will have the right to use and enjoy the Easement Tract for lawns, gardens, pastures, roads, parking lots, and any purpose that does not interfere with or endanger the use and operation of the utility lines installed on the Easement Tract by KUB. The Owner is only granting KUB an easement over, under and across the Easement Tract. The Easement Tract will continue to be owned by the Owner.
4. This Agreement is intended to be binding on and to benefit KUB and its successors and assigns and the Owner and its heirs, successors and assigns. In this Agreement, the singular shall include the plural, the plural the singular and the use of any gender is meant to refer to all genders.
5. Ownership of the property was determined by review of warranty deeds and tax records, and no title opinion nor any subordination of liens was obtained for this property. The Owner, by executing this Agreement, represents that he/she/they is the owner of the Easement Tract.

IN WITNESS WHEREOF, the Owner(s) has executed this instrument as of the day and year first written above.

_____

KNOX COUNTY

_____

Property Reference:
Deed Book
Page
Instrument 201008130009285

KNOXVILLE UTILITIES BOARD STANDARD ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

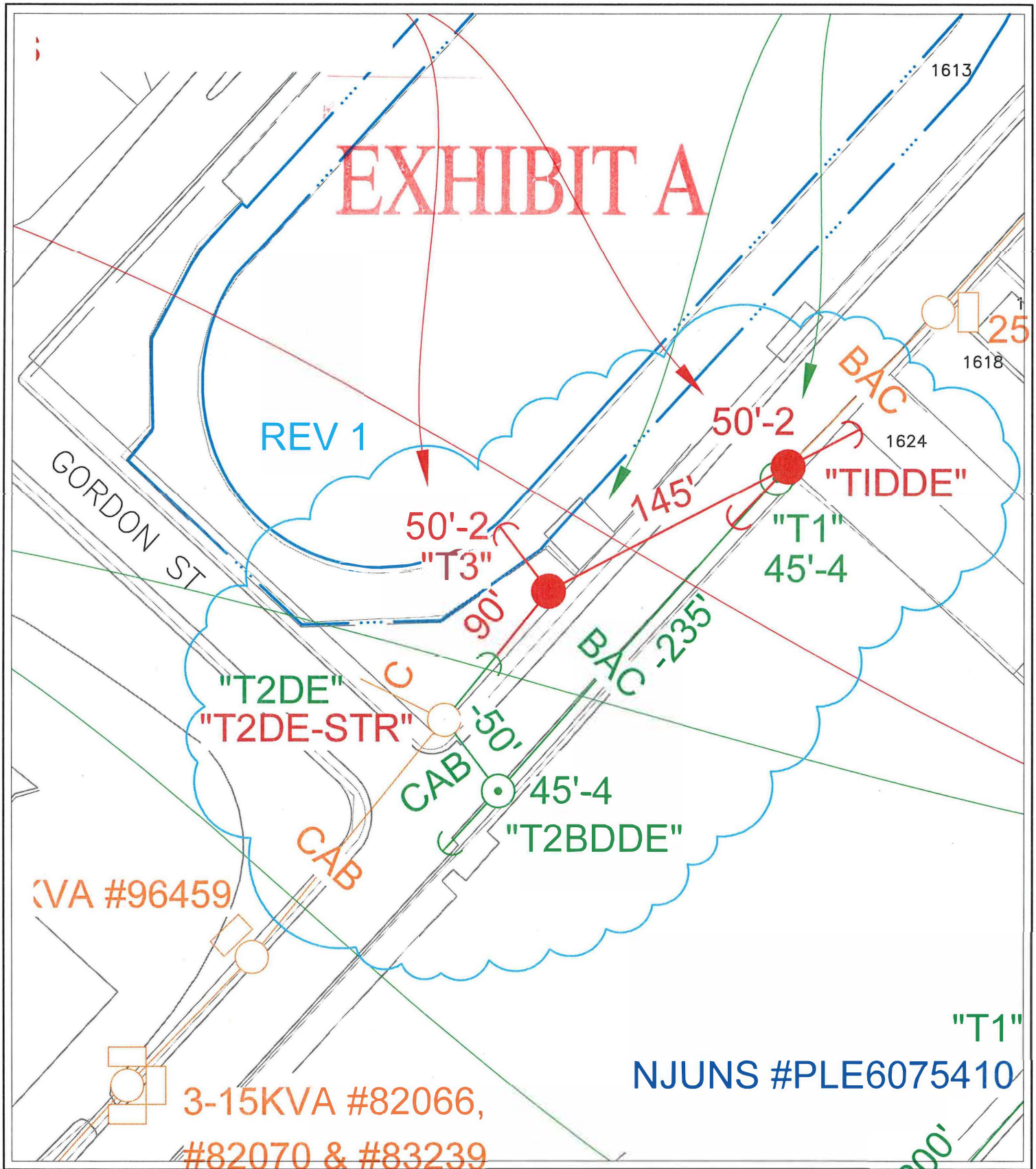
Before me, the undersigned authority, of the state and county aforesaid, personally appeared _____with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that such person (or persons) to be the _____ of _____, the within named bargainor, and that such person (or persons), executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal of office, this _____ day of _____, 20___.

_____

Notary Public

My commission expires: _____



DWN. BY:		Knoxville Utilities Board ENGINEERING	
CKD. BY			
APPR. BY:			
EST.#:			
JOB#	INST.:		GRID/CLT:
	REM.:		SCALE:
MAX.#:			SHEET OF
W.F.P.I.#:			A —
DATE:	REV.#:	DESC.:	

RLA-16863 **R-25-1-802**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 01/22/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an appropriation in the amount of $74,000.00 from the General Fund Balance to the UT Extension - Knox County for the FY25 Budget. **(TO BE ADDED)** *(Finance)*

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN APPROPRIATION IN THE AMOUNT OF $74,000.00 FROM THE GENERAL FUND BALANCE TO THE UT EXTENSION – KNOX COUNTY FOR THE FY25 BUDGET.

RESOLUTION: **R-25-1-802**

REQUESTED BY: **FINANCE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County cooperates with the University of Tennessee extension by making an appropriation each year for agricultural extension work; and

WHEREAS, Knox County's FY 2025 Budget included funding in the amount of $563,385.00 for UT Extension – Knox County; and

WHEREAS, Knox County desires to provide additional funding in the amount of $74,000.00 in the FY 2025 Budget for UT Extension – Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

There is hereby appropriated from the General Fund Balance the amount of $74,000.00 for the UT Extension – Knox County, so that the General Fund shall be amended as follows:

GENERAL FUND
2024-2025

REVENUE:

Fund Balance	**$74,000.00**

APPROPRIATION:

1013370 – UT Extension – Knox County	
518900 – Full Time Regular Pay	**$46,500.00**
520100 – Benefits	**$27,500.00**
Total:	**$74,000.00**

BE IT FURTHER RESOLVED, this appropriation is in addition to any previous appropriations or amendments made to the General Fund.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____
Presiding Officer of the Commission Date

_____
County Clerk Date

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

RLA-16803 **R-25-1-901**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	MERIT SYSTEM BOARD
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an amendment to the Knox County Sheriff's Office Employees' Merit System Rules and Regulations, 6.1.3.f. Eligibility Requirements, to include Uncharacterized Discharges as an acceptable discharge pending a waiver through POST Commission and/or TN Corrections Institute.
(Merit System Board)

Attachments

Resolution

Merit System Rules and Regulations - board approval

6.1.3 Eligibility Requirements - Redlined Version

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO THE KNOX COUNTY SHERIFF'S OFFICE EMPLOYEES' MERIT SYSTEM RULES AND REGULATIONS, 6.1.3.f. ELIGIBILITY REQUIREMENTS, TO INCLUDE UNCHARACTERIZED DISCHARGES AS AN ACCEPTABLE DISCHARGE PENDING A WAIVER THROUGH POST COMMISSION AND/OR TN CORRECTIONS INSTITUTE.

RESOLUTION: **R-25-1-901**

REQUESTED BY: **MERIT SYSTEM BOARD**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-22-12-905, the Knox County Commission (the "Commission") approved the Knox County Sheriff's Office Employees' Merit System Rules and Regulations, as amended (the "Merit System Rules and Regulations"); and

WHEREAS, Knox County Code § 42-53(f)(1) provides for the Knox County Sheriff's Office Employees' Merit System Board of Directors (the "Merit System Board") to have the power to "propose rules and regulations for the administration" of the Merit System "to be submitted to the Commission for approval"; and

WHEREAS, at its duly noticed public meeting on December 9, 2024, the Merit System Board approved an amendment to the Merit System Rules and Regulations in Rule 6.1.3.f. Eligibility Requirements to include Uncharacterized Discharges as an acceptable discharge pending a waiver through POST Commission and/or TN Corrections Institute; and

WHEREAS, in accordance with Knox County Code § 42-53(f)(1), this proposed amendment to the Merit System Rules and Regulations has been submitted to the Commission for approval.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby approves an amendment to the Merit System Rules and Regulations, 6.1.3.f. Eligibility Requirements, to include Uncharacterized Discharges as an acceptable discharge pending a waiver through POST Commission and/or TN Corrections Institute. More particularly, 6.1.3.f. shall be amended to read as follows:

6.1.3 Eligibility Requirements

f. Have not been released or discharged from the Armed Services with less than a General Under Honorable Conditions Discharge, to include Uncharacterized Discharges as an acceptable discharge pending a waiver through TCI or POST is granted.

Note: The board may waive separations or General Discharges Under Honorable Conditions for those persons applying for Patrol and Corrections positions if waiver before TCI or POST is granted. Waivers will not be granted for Dishonorable, Undesirable, and Bad Conduct Discharges or Court Martial.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

BEFORE THE KNOX COUNTY SHERIFF'S OFFICE EMPLOYEES' MERIT SYSTEM BOARD OF DIRECTORS

The Knox County Sheriff's Office Employees' Merit System Board of Director's hereby approves amendments to the Knox County Sheriff's Office Employees' Merit System Rules and Regulations 6.1.3(f) **Eligibility Requirement**, to include Uncharacterized Discharges as an acceptable discharge pending a waiver through POST Commission and/or TN Corrections Institute.

More particularly, to read:

(1) Rules and Regulations

"SECTION 6 – RECRUITMENT AND RETENTION

6.1.3 Eligibility Requirements

Applicants for positions in the Sheriff's Office shall meet the following requirements:

f. Have not been released or discharged from the Armed Services with less than a General Under Honorable Conditions Discharge, to include Uncharacterized Discharges as an acceptable discharge pending a waiver through TCI or POST is granted.

Note: The board may waive separations or General Discharges Under Honorable Conditions for those persons applying for Patrol and Corrections positions if waiver before TCI or POST is granted. Waivers will not be granted for Dishonorable, Undesirable, and Bad Conduct Discharges or Court Martial…"

The Knox County Sheriff's Office Employees' Merit System Board of Director recommends to the Knox County Commission this amendment to the Knox County Sheriff's Office Employees' Merit System Rules and Regulations.

This was approved by the Merit Board on December 9, 2024.

Christopher J. Manning

Chairman

6.1.3 Eligibility Requirements

f. Have not been released or discharged from the Armed Services with less than a General Under Honorable Conditions Discharge, to include Uncharacterized Discharges as an acceptable discharge pending a waiver through TCI or POST is granted.

Note: The board may waive separations or General Discharges Under Honorable Conditions for those persons applying for Patrol and Corrections positions if waiver before TCI or POST is granted. Waivers will not be granted for Dishonorable, Undesirable, and Bad Conduct Discharges or Court Martial.

RLA-16763 **R-25-1-902**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving certain Policies and Procedures relating to the Consideration of Petitions for the Creation of Infrastructure Development Districts. **(DEFERRED FROM DECEMBER AT REQUEST OF SPONSOR)**

(County Mayor)

Attachments

Resolution

Exhibit A - RIDA Policy

Redline changes - Policy

Redline - Notes

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CERTAIN POLICIES AND PROCEDURES RELATING TO THE CONSIDERATION OF PETITIONS FOR THE CREATION OF INFRASTRUCTURE DEVELOPMENT DISTRICTS.

RESOLUTION: **R-25-1-902**

REQUESTED BY: **COUNTY MAYOR**

PREPARED BY: **BASS, BERRY & SIMS PLC**
KNOXVILLE, TN

APPROVED AS TO FORM
AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO
OVERRIDE:_____
DATE

MINUTE
BOOK_____PAGE_____

WHEREAS, the County Commission (the "Governing Body") of Knox County, Tennessee (the "County") has met pursuant to proper notice; and

WHEREAS, the Governing Body expects to receive petitions to create infrastructure development districts in which special assessments will be imposed to pay the cost of capital infrastructure that benefits the County (each, a "Petition"), pursuant to the Residential Infrastructure Development Act of 2024 (the "Act"); and

WHEREAS, the Governing Body has drafted and proposed certain Policies and Procedures Relating to the Consideration of Petitions for the Creation of Infrastructure Development Districts (the "RIDA Policies"), attached hereto as Exhibit A, in order to provide for the orderly consideration of such Petitions, submitted pursuant to the Act, and to provide guidance regarding factors that the County will consider in evaluating such Petitions.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Knox County, Tennessee, as follows:

Section 1. The Governing Body hereby approves the RIDA Policies attached hereto as Exhibit A.

Section 2. If any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

Section 3. This Resolution and the RIDA Policies hereby approved shall take effect from and after their passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer on the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

EXHIBIT A

Policies and Procedures Relating to the Consideration of Petitions for the Creation of Infrastructure Development Districts

(see attached)

KNOX COUNTY, TENNESSEE

POLICIES AND PROCEDURES RELATING TO THE CONSIDERATION OF PETITIONS FOR THE CREATION OF INFRASTRUCTURE DEVELOPMENT DISTRICTS

Section 1. Introduction

The Residential Infrastructure Development Act of 2024 (the "Act"), which was enacted by the General Assembly of the State of Tennessee as 2024 Public Chapter No. 860 and was codified as Title 7, Chapter 84, Part 7 of the Tennessee Code Annotated, provides for the creation of infrastructure development districts in which special assessments are imposed to pay the cost of capital infrastructure that benefits the applicable district. Knox County (the "County") expects to receive petitions to create such districts pursuant to the Act, and the County wishes to establish policies and procedures to provide for the orderly consideration of such petitions and to provide guidance to developers and property owners of the factors that the County will consider in evaluating such petitions.

These policies and procedures (these "Policies") supplement the requirements of the Act, and to the extent the Act and these Policies are inconsistent, the terms of the Act shall control. Without limitation, if a developer and property owner submit a fully completed petition pursuant to the Act and do not comply with these Policies, the County will still consider such submitted petition as required by the Act. However, a developer's failure to comply with these Policies may result in a negative recommendation from County staff with respect to the petition, and the County Commission may deny approval of the petition. These procedures are intended to establish a collaborative process with developers for the creation and consideration of petitions under the Act.

These Policies are intended to address the consideration of petitions submitted under the Act to the County and are not intended to cover all aspects of creation of the districts and the imposition and administration of special assessments pursuant to the Act. The County may adopt additional policies and procedures pursuant to Tenn. Code Ann. § 7-84-721 to address the administration of special assessments pursuant to the Act.

The adoption of these Policies does not create or vest any rights in any person or entity, and the County retains the right to approve any petition to create an infrastructure development district in the sole discretion of the County.

Terms used in these Policies that are defined in the Act shall have the meanings given to such terms in the Act.

Section 2. Process for Consideration of Petitions

2.1. Commencement of Petition Process. If a developer desires to request the creation of an infrastructure development district, the developer shall file with the County a Notice of Intent relating to its request to create the district in the form attached to these Policies as Exhibit A together with a draft of the proposed petition and all additional documents and information required by the form of the Notice. Hard copies of such documents shall be delivered to the offices of the Finance Director and the County Engineer of the County and digital copies should be submitted to the Finance Director and the County Engineer at their email addresses provided on the County's website. The draft petition shall be substantially in the form provided in Exhibit B provided that the form of petition shall in all respects comply with the requirements of the Act. Upon submission of the Notice of Intent and the draft petition, the developer shall meet with representatives of the County's finance and engineering departments to discuss the proposed petition. If a developer and County staff cannot agree on the form of a petition within sixty (60) days of the submission of the developer's Notice of Intent, the developer may submit the petition pursuant to the Act but the applicable County staff recommendation will be that the petition not be denied approval. A developer may file its Notice of Intent prior to approval of the Concept Plan for its development by Knoxville-Knox County Planning, but a developer should not submit a Notice of Intent until such time as the developer has (i) a substantially final site plan for its development showing proposed lot locations, (ii) a list of infrastructure expected to be funded, (iii) obtained third-party estimates of the infrastructure costs expected to be funded as well as the total infrastructure costs relating to the development, and (iv) a proposed assessment methodology (such as a per lot assessment) and the maximum rate of assessment. If a proposed assessment methodology is complex, County staff may require a third-party report of a consultant with expertise in assessments relative to the proposed assessment methodology to be submitted with the petition for the creation of the district. In connection with any zoning approvals requested for any development that would qualify for the use of a special assessment under the Act, the developer should disclose to Knoxville Knox County Planning and the County whether it intends to request the imposition of a special assessment to pay the cost of any infrastructure that is required for the development. If a developer gives notice that it will request the creation of a special assessment district in connection with a rezoning request, the County's Department of Engineering will assume responsibility for the traffic impact analysis relating to the proposed development (at the expenses of the developer).

2.2. Filing of Petition. Upon completion of the process described in Section 2.1, the developer shall collaborate with County staff to submit its petition at such a time that the public hearing required by the Act relating to the petition can be held between 30 and 45 days from the submission of the petition without the necessity of calling a special meeting of County Commission. The petition should be filed with the County Clerk of the County. When the petition is submitted to the County Clerk, copies of the petition should be provided to the Finance Director and County Engineer of the County in the manner provided above. A developer should not submit its petition until a Concept Plan has been approved for the district by Knoxville-Knox County Planning showing the location of the lots in the district.

2.3 Public Hearing and Consideration of Resolution. The County Commission shall consider a resolution relating to the petition immediately following the public hearing as required by the Act. The County Commission may vote to approve the petition, approve the petition with amendments or deny approval of the petition.

2.4. Notice of Creation of District and Assessment. Upon the creation of a district, the developer shall cause to be filed in the Register's Office of the County a notice of the creation of the district and the imposition of special assessments in the district in a form acceptable to the County within sixty (60) days of the approval of the creation of the district by County Commission. The developer shall also be required to agree to give notice of the imposition of any special assessment in each sales contract for the sale of a lot by the developer or any affiliate thereof in any approved district. The developer and all subsequent sellers in the district shall also be required to give notice of the assessment pursuant to the applicable residential disclosure form as is required by applicable law.

Section 3. General Policies relating to the Infrastructure Development Districts

The County will apply the following policies in connection with considering petitions under the Act:

3.1. Size and Capital Cost of Development. Given the administrative commitment of the County with respect to each district created under the Act, the County intends to apply minimum size requirements in considering the approval of districts. Therefore, notwithstanding the lower standard in the Act, the County does not intend to approve any district unless (i) the proposed district is composed of not less than 10 acres and (ii) the projected development cost in the district is expected to exceed $10,000,000.

3.2. Term of Assessment. The term of any special assessments imposed in a district shall not exceed the lesser of (i) the period that is reasonably expected to be required to pay the infrastructure costs in the district based upon the assessment or (ii) thirty (30) years.

3.3. Infrastructure Outside Boundaries of District. If the only infrastructure required for the development of a district is expected to be located within a district, the County will not approve the imposition of special assessments in such a case. Residential developers have traditionally incurred the cost of and have arranged the financing of the cost of internal infrastructure in residential subdivisions, and the County does not intend to impose special assessments in such cases. However, in many cases, infrastructure improvements are required outside the boundaries of a district that directly benefit the parcels within the district, and in such cases, the imposition of a special assessments may be appropriate. Therefore, the County will consider the creation of the district and the imposition of special assessments if at least 50% of the projected cost of the infrastructure to be paid through the special assessments relates to the costs of infrastructure outside the boundaries of the district. Infrastructure shall be deemed to be outside the boundaries of the district if such infrastructure is physically located outside the district and will be used by persons other than property owners in the district. For purposes of these policies, "infrastructure" is defined

in Section 7-84-703(6) of the Act and is described in Section 5(a) of the form of petition attached hereto as Exhibit B.

3.4. Eligible Infrastructure Costs. All infrastructure costs within the meaning of the Act may be paid with special assessments imposed pursuant to the Act. For purposes of these policies, "infrastructure costs" are defined in Section 7-84-703(7) of the Act and are described in Section 5(b) of the form of petition attached hereto as Exhibit B, provided that (i) fees or costs imposed by a municipality or utility service provider shall not exceed 25% of the costs financed with or paid from assessments and (ii) the cost of land within the boundaries of a district shall not be included as an infrastructure cost.

3.5. Maximum Assessment per Parcel. The maximum annual assessment per parcel that will be developed for single-family residential housing shall be projected not to exceed $1,000 annually subject to annual adjustments based upon increases in the consumer price index as determined by the Finance Director of the County. In cases where significant infrastructure costs will be incurred outside the district, this maximum annual assessment may be exceeded, upon the recommendation of County staff and approval of County Commission, but in no event shall the amount of any such annual assessment exceed two percent (2%) of the projected average assessed value of the homes to be constructed in the development. No such limit shall apply to any parcel being developed for multi-family housing or other commercial purpose.

3.6. Financings through Industrial Development Board. Any financing of infrastructure costs in a district payable, in whole or in part, from special assessments must be undertaken through The Industrial Development Board of the County of Knox (the "Industrial Development Board"). In connection with any such financing, the developer of the district shall enter into a development agreement pursuant to which the developer, among other things, will commit to undertake the construction of the infrastructure in the district to the extent such infrastructure is not being undertaken by the County or another governmental entity. In connection with such financing, the developer shall comply with all policies and procedures of the Industrial Development Board.

3.7. Timing of Commencement of Special Assessments. The special assessments imposed on the parcels in a district, or any phase thereof, shall not commence and any financing payable from such special assessments shall not be closed until the completion of the infrastructure in the district or the applicable phase thereof. The County will consider permitting the commencement of assessment and the closing of financing prior to such time if the developer can provide adequate security satisfactory to the County and the Industrial Development Board to ensure completion of the applicable infrastructure.

3.8. Community Input. The County strongly encourages developers to receive input from the community, particularly neighbors, in connection with undertaking a development for which a special assessment is requested. Developers will be expected to hold at least one community meeting at which the community in which the development is located will be given the opportunity to ask questions about the development and be provided information about the public infrastructure that would be financed with any special assessments.

3.9. Relationship to County Existing Policies. These policies shall not be deemed to amend in any manner the County's existing policies relating to the construction of infrastructure for residential development, including, without limitation, the County's policies to undertake the construction of certain infrastructure as is agreed upon with the County and a developer pursuant to a Memorandum of Understanding. The proceeds of any financing payable from special assessments may be used to reimburse the costs incurred under such Memorandum of Understanding, but the creation of a special assessment district will not affect a developer's obligation to reimburse the County for costs provided for in a Memorandum of Understanding.

Section 4. Fees and Expenses; Miscellaneous

4.1. Administrative Fees. Five percent (5%) of all special assessments collected by the County shall be retained by the County to pay the administrative costs of the County, including the County Trustee, and the Industrial Development Board in connection with imposing and collecting the special assessments in the district and undertaking any financing payable from such special assessments. Such administrative costs shall be shared by the various offices of the County and the Industrial Development Board in such manner as may be agreed upon by the County and the Industrial Development Board.

4.2. Other Expenses. The developer shall also pay all reasonable expenses incurred by the County or the Industrial Development Board to third parties, including attorneys' fees and fees of the County's Department of Engineering incurred in managing any project hereunder, in connection with the consideration of any petition and the undertaking of any project or financing irrespective of whether any petition is approved or any financing is closed.

4.3. Flow Chart. For illustration purposes only, a chart summarizing the County's preferred approach for considering petitions for the creation of special assessment districts pursuant to the Act is attached hereto as Exhibit C.

EXHIBIT A

NOTICE OF INTENT TO SUBMIT PETITION FOR CREATION OF INFRASTRUCTURE DEVELOPMENT DISTRICT PURSUANT TO THE RESIDENTIAL INFRASTRUCTURE DEVELOPMENT ACT

The undersigned developer is providing to Knox County this notice of its intent to submit a petition for creation of an infrastructure development district pursuant to the Residential Infrastructure Development Act of 2024, codified as Title 7, Chapter 84, Part 7 of the Tennessee Code Annotated. Submitted with this Notice of Intent is the proposed form of the petition with all exhibits.

I. Developer Information

1. Name of Developer: _____

2. State of Organization (if an entity): _____

3. Contact Person: _____

   Phone Number: _____

   E-Mail Address: _____

4. Website of Developer (if any): _____

5. Type of Business Entity (circle one): Sole Proprietorship Limited Partnership
   Corporation General Partnership
   Limited Liability Company

6. Development Team

   Please list the business name, contact person, address, phone number and email address for the following members of the Developer's development team for the Infrastructure (if not known, please so indicate):

   Infrastructure Contractor: _____

Architect/Engineers: _____

Attorney for Developer: _____

II. Development and Financing Information

7. Does the Developer currently own the area to be included in the district? (Circle one)

Yes No

If the answer is no, please explain the Developer's relationship to the property in the district.

8. If the district is to be developed in phases, please describe those phases and the expected timing of each phase:

9. Please describe how the developer intends to undertake any financing payable from special assessment, including whether such financing is expected to be a loan from a financial institution or a public offering of bonds:

10. Indicate maximum assessment period requested and explain how such period was determined:

11. Has any other government assistance (federal tax credits, grants or other economic benefits) been requested by the Developer to assist with infrastructure costs relating to the district?

(Circle one): Yes No

If yes, describe the type, source, and amount of assistance requested:

12. Has any property to be included in the development been the subject of a rezoning request by the developer or the current owner to facilitate the proposed development?

(Circle one): Yes No

If yes, did the developer give notice to the County that the developer intended to request a special assessment during the rezoning process?

(Circle one): Yes No

13. Did the developer hold community meeting(s) pursuant to which the community was given an opportunity to provide input on the development?

(Circle one): Yes No

14. Please discuss what effect the development will have on Knox County Schools and emergency service providers such as fire protection and what discussions the developer has had with Knox County Schools and emergency service providers regarding the effect the development would have on the provision of educational and emergency services:

_____

_____

_____

III. Supplemental Information

Please provide with this Notice the following:

- Brief business history of the Developer
- Experience of Developer in the use of special assessments in connection with residential development
- Resumes of all principals of Developer
- Timetable for the undertaking of the development
- A detailed budget for the cost of the infrastructure to be constructed relating to the district including the basis for determining such costs.
- The methodology for determining the overall development cost of the district as described in the petition.

Developer shall also provide such financial information regarding the development and requested assessment as may be requested by County staff, including such information as may be requested by the County staff to determine the financial need for the assessment, provided, however, if any of such information is proprietary, Developer may request County staff to view such information at Developer's offices.

V. Representations and Agreements of Developer

By submitting this Notice, Developer hereby represents and agrees as follows:

(a) The undersigned Developer hereby agrees that the Developer shall meet with representatives of the County, upon request, to answer any questions that may arise in connection with the County's review of this Notice of Intent and related draft petition and that the Developer shall provide to the County, upon request, any supplemental information requested in connection with the County's review of this Notice of Intent and related petition.

(b) The Developer shall pay all reasonable expenses incurred by the County and the Industrial Development Board in connection with the consideration of any petition for the creation of an infrastructure

development district and/or the financing of infrastructure relating to such district, including reasonable fees of counsel to the County and the Industrial Development Board.

(c) The Developer shall indemnify and hold harmless the County, its employees, officers, commissioners, attorneys and consultants against all losses, costs, damages, expenses (including reasonable attorney's fees), and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the acceptance, consideration, approval or disapproval of a petition by Developer.

Developer: _____

Signed: _____ Date: _____, 20

Title of Person Signing (if Developer is an entity): _____

EXHIBIT B

Petition for the Establishment of a Residential Infrastructure Development District

[Developer Entity] (the "Developer") and the owners of each parcel of property included within the boundaries of the residential infrastructure development district described below hereby petition the County Commission of Knox County (the "County") to establish and administer a residential infrastructure development district in the manner described herein, pursuant to the authority provided to the County by Tennessee Code Annotated Sections 7-84-701 et seq. (the "Act").

1. The name of the proposed residential infrastructure development district is requested to be the "_____ Residential Infrastructure Development District" (the "District").

2. The boundaries of the District are hereby requested to be those boundaries set forth in Exhibit A attached hereto. The Developer represents and warrants that:

a. the entire boundaries of the District lie within the County and outside the corporate boundaries of any municipality that imposes property taxes; and

b. no portion of the proposed District overlaps with any other district established pursuant to the Act or with any central business improvement district established pursuant to Tennessee Code Annotated Title 7, Chapter 84; and

c. the County directly administers the billing and collection of ad valorem property taxes; and

d. [the District comprises at least ten acres; and][1]

e. [as more fully described in Exhibit D referenced below, the capital costs required to develop the District are not less than $10,000,000; and][2]

f. as depicted on Exhibit C referenced below, at least 50% of the total acreage of the District is expected to be developed for single-family or multi-family residential housing; and

g. the Developer's address is _____; and

[1] Developer must certify as to either (d) and/or (e)
[2] Developer must certify as to either (d) and/or (e)

3. A list of each parcel of property within the District, identified by the parcel identification number and address listed therefor in the office of the assessor of the County is attached hereto as Exhibit B.

4. A site development plan for the District is attached hereto as Exhibit C (the "Development Plan"). [The attached Development Plan identifies (a) those parcels of property intended to be developed as owner-occupied residential property and (b) those parcels of property intended to be developed as rental housing.][3][The attached Development Plan:

a. identifies all proposed uses of properties within the District, including without limitation (i) those parcels of property intended to be developed as owner-occupied residential property and (i) those parcels of property intended to be developed as rental housing; and

b. identifies the intended phasing of the development of the District (each such development phase, a "Phase").][4]

5. Exhibit D attached hereto lists the following:

a. the streets, roads, bridges, and sidewalks, and the water, wastewater, natural gas, electric, telecommunications, and storm water facilities, required for the development of the District, and benefitting the properties within the District, whether within or without the boundaries of the district; and the land within the boundaries of the District required to be donated, dedicated, or otherwise made available to a governmental entity for the foregoing uses and such other purposes that benefit the public as are approved by the County (collectively, "Infrastructure"); and

b. (i) an estimate of all costs that may be capitalized under generally accepted accounting principles for purchasing, constructing, installing, and equipping Infrastructure; (ii) the fees or costs imposed by a municipality or utility service provider: (A) related to the construction or installation of Infrastructure; or (B) as a condition to the delivery of utility services to properties within the District; and (iii) the cost of any land required to be donated, dedicated, or otherwise made available to a governmental entity for the purposes described above, which land shall be valued at either the Developer's demonstrated cost or, if the value of the land has subsequently been appraised, its appraised value, whichever is higher (collectively, "Infrastructure Costs") and

c. an estimate of all other costs of developing the District.

6. The undersigned request that the County levy special assessments (the "Assessment") on each parcel of property within the District, in the manner described below, for the purpose of funding the following:

a. the Infrastructure Costs associated with those items of Infrastructure identified on Exhibit E (the "Funded Infrastructure"); and

---

[3] Use this language if special assessments will not be initiated or otherwise administered by phase

[4] Use this language if special assessments will be initiated or otherwise administered by phase

b. the payment of the principal, premium, and interest on any bonds, notes, or other debt obligations issued pursuant hereto, and the funding of necessary reserves for debt service, capitalized interest, and costs of issuance related to any such bonds, notes, or other debt obligations issued; and

c. an amount, not to exceed five percent (5%) of special assessments so levied, for administrative expenses, including expenses incurred by the County and the officers of the County, including the assessor of property, trustee, or other tax collecting official, in administering the collection and allocation of special assessments, including a reasonable allocation of overhead expenses.

7. The undersigned request that the Assessment be levied on the basis of _____ and in the amount of _____. The undersigned represent and warrant that:

a. the Funded Infrastructure directly, uniquely and specifically benefits the properties within the District; and

b. without the installation of the Funded Infrastructure, the parcels within the District could not be developed as proposed; and

c. the proposed manner and amount of the Assessment apportions the costs of the Funded Infrastructure to each parcel of property within the District in a manner consistent with the benefits received by such parcel as a result of the construction and installation of the Funded Infrastructure.

8. The undersigned request that the Assessment be levied and collected annually, beginning in such year as may be agreed to be the County and the Developer, and ending no later than the _____ year thereafter, in such manner as may be permitted by the Act. [The levy and collection of the Assessment may be commenced by phase, as determined by the County and the Developer.][5]

9. The undersigned request that the County take any and all steps that it may elect to take to provide for the enforcement and collection of Assessments, including without limitation the imposition of a lien on properties within the District and the imposition of interest and penalties in the event of a property owner's failure to timely pay an Assessment, all as provided by the Act.

10. The undersigned request that the County:

a. authorize the issuance of bonds, to be issued directly by the County or by one or more industrial development boards or public building authorities designated by the County for such purpose, for the purpose of funding the costs of the Funded Infrastructure;

b. apply and pledge to the payment of such bonds to the proceeds of the Assessment and the other costs described in Section 6 above;

c. enter into one or more development agreements with the Developer, on such terms as may be consistent with the terms hereof and agreed to between the County and the Developer, to provide for the

[5] Use this language if special assessments will be initiated or otherwise administered by phase

application of the proceeds of such bonds, the construction and installation of the Funded Infrastructure, and the development of the District.

11. The undersigned hereby request that the County hold a public hearing regarding this petition at the time and in the manner required by the Act, and to provide notice thereof in the manner required by the Act. The Developer hereby agrees to pay, or reimburse the County for the payment of: (a) all costs incurred by the County to provide notice of the public hearing related to this petition required by the Act; and (b) upon the levy of an Assessment as contemplated herein, all legal, financial advisory and other third-party administrative costs incurred by the County in connection with the implementation of the terms hereof.

Respectfully submitted by the petitioners as of this _____ day of _____, 202___.

DEVELOPER:

[Developer Name]

By:_____
Name:_____
Title:_____

OWNERS:

_____

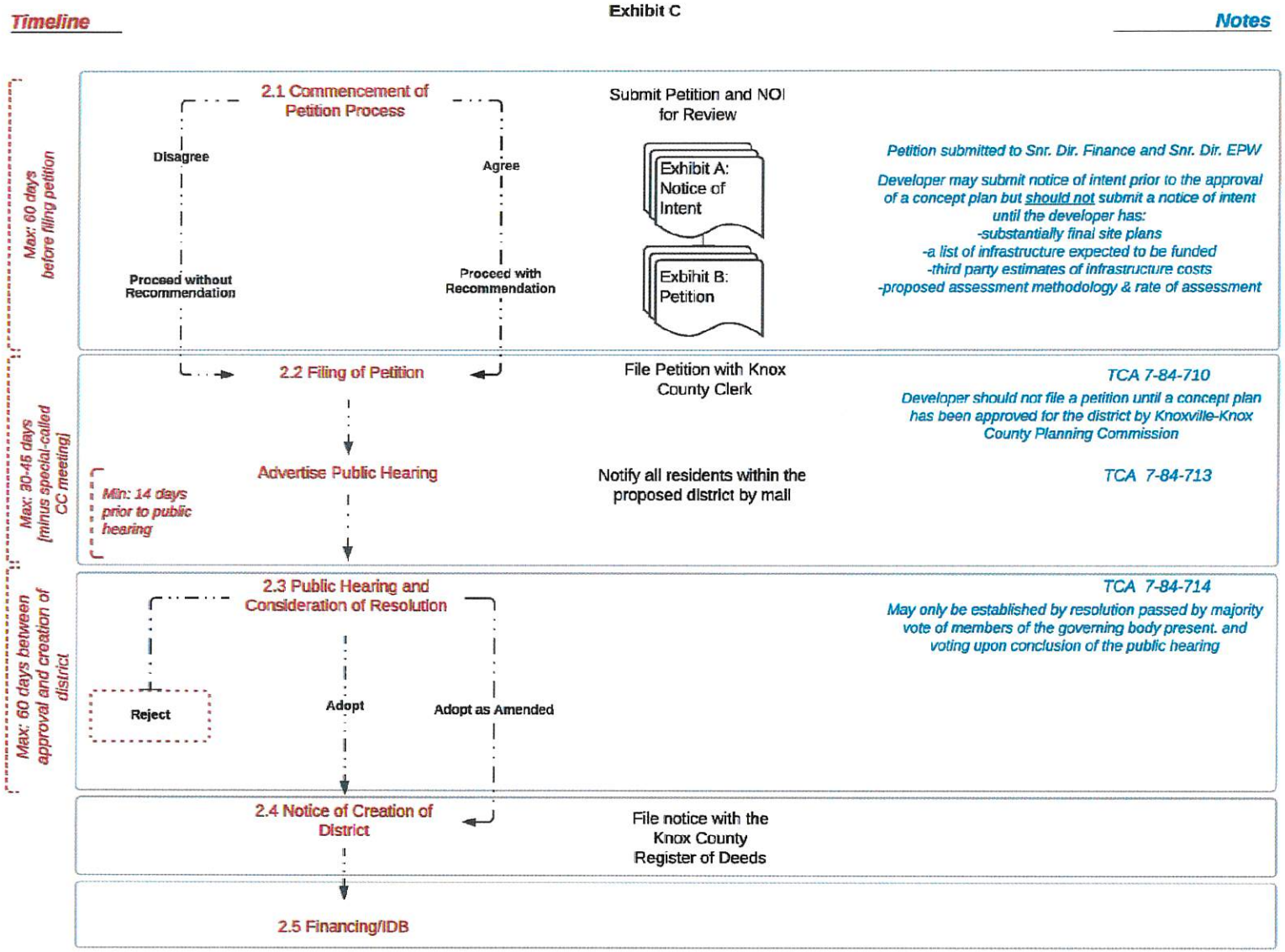
_____

_____

_____

_____

Exhibit C


Timeline
Notes
Max: 60 days before filing petition
2.1 Commencement of Petition Process
Disagree
Agree
Proceed without Recommendation
Proceed with Recommendation
Submit Petition and NOI for Review
Exhibit A: Notice of Intent
Exhibit B: Petition
Petition submitted to Snr. Dir. Finance and Snr. Dir. EPW
Developer may submit notice of intent prior to the approval of a concept plan but should not submit a notice of intent until the developer has:
-substantially final site plans
-a list of infrastructure expected to be funded
-third party estimates of infrastructure costs
-proposed assessment methodology & rate of assessment
Max: 30-45 days [minus special-called CC meeting]
2.2 Filing of Petition
File Petition with Knox County Clerk
TCA 7-84-710
Developer should not file a petition until a concept plan has been approved for the district by Knoxville-Knox County Planning Commission
Advertise Public Hearing
Min: 14 days prior to public hearing
Notify all residents within the proposed district by mail
TCA 7-84-713
Max: 60 days between approval and creation of district
2.3 Public Hearing and Consideration of Resolution
Reject
Adopt
Adopt as Amended
TCA 7-84-714
May only be established by resolution passed by majority vote of members of the governing body present. and voting upon conclusion of the public hearing
2.4 Notice of Creation of District
File notice with the Knox County Register of Deeds
2.5 Financing/IDB

KNOX COUNTY, TENNESSEE

POLICIES AND PROCEDURES RELATING TO THE CONSIDERATION OF PETITIONS FOR THE CREATION OF INFRASTRUCTURE DEVELOPMENT DISTRICTS

Section 1. Introduction

The Residential Infrastructure Development Act of 2024 (the "Act"), which was enacted by the General Assembly of the State of Tennessee as 2024 Public Chapter No. 860 and was codified as Title 7, Chapter 84, Part 7 of the Tennessee Code Annotated, provides for the creation of infrastructure development districts in which special assessments are imposed to pay the cost of capital infrastructure that benefits the applicable district. Knox County (the "County") expects to receive petitions to create such districts pursuant to the Act, and the County wishes to establish policies and procedures to provide for the orderly consideration of such petitions and to provide guidance to developers and property owners of the factors that the County will consider in evaluating such petitions.

These policies and procedures (these "Policies") supplement the requirements of the Act, and to the extent the Act and these Policies are inconsistent, the terms of the Act shall control. Without limitation, if a developer and property owner submit a fully completed petition pursuant to the Act and do not comply with these Policies, the County will still consider such submitted petition as required by the Act. However, a developer's failure to comply with these Policies ~~will likely~~may result in a negative recommendation from County staff with respect to the petition, and the County Commission ~~will likely~~may deny approval of the petition. These procedures are intended to establish a collaborative process with developers for the creation and consideration of petitions under the Act.

These Policies are intended to address the consideration of petitions submitted under the Act to the County and are not intended to cover all aspects of creation of the districts and the imposition and administration of special assessments pursuant to the Act. The County may adopt additional policies and procedures pursuant to Tenn. Code Ann. § 7-84-721 to address the administration of special assessments pursuant to the Act.

The adoption of these Policies does not create or vest any rights in any person or entity, and the County retains the right to approve any petition to create an infrastructure development district in the sole discretion of the County.

Terms used in these Policies that are defined in the Act shall have the meanings given to such terms in the Act.

Section 2. Process for Consideration of Petitions

2.1. Commencement of Petition Process. If a developer desires to request the creation of an infrastructure development district, the developer shall file with the County a Notice of Intent relating to its request to create the district in the form attached to these Policies as Exhibit A together with a draft of the proposed petition and all additional documents and information required by the form of the Notice. Hard copies of such documents shall be delivered to the offices of the Finance Director and the County Engineer of the County and digital copies should be submitted to ~~Jim.Snowden@knoxcounty.org and Chris.Caldwell@knoxcounty.org~~the Finance Director and the County Engineer at their email addresses provided on the County's website. The draft petition shall be substantially in the form provided in Exhibit B provided that the form of petition shall in all respects comply with the requirements of the Act. Upon submission of the Notice of Intent and the draft petition, the developer shall meet with representatives of the County's finance and engineering departments to discuss the proposed petition~~ and attempt to agree on such changes to the draft petition, if any, as are necessary or appropriate to comply with these Policies and/or will address issues or concerns of the County's staff~~. If a developer and County staff cannot agree on the form of a petition within sixty (60) days of the submission of the developer's Notice of Intent, the developer may ~~still~~ submit the petition pursuant to the Act but the applicable County staff ~~may recommend~~recommendation will be that the petition not be ~~approved~~denied approval. A developer may file its Notice of Intent prior to approval of the Concept Plan for its development by Knoxville-Knox County Planning, but a developer should not submit a Notice of Intent until such time as the developer has (i) a substantially final site plan for its development showing proposed lot locations, (ii) a list of infrastructure expected to be funded, (iii) obtained third-party estimates of the infrastructure costs expected to be funded as well as the total infrastructure costs relating to the development, and (iv) a proposed assessment methodology (such as a per lot assessment) and the maximum rate of assessment. If a proposed assessment methodology is complex, County staff may require a third-party report of a consultant with expertise in assessments relative to the proposed assessment methodology to be submitted with the petition for the creation of the district. In connection with any zoning approvals requested for any development that would qualify for the use of a special assessment under the Act, the developer should disclose to Knoxville Knox County Planning and the County whether it intends to request the imposition of a special assessment to pay the cost of any infrastructure that is required for the development. If a developer gives notice that it will request the creation of a special assessment district in connection with a rezoning request, the County's Department of Engineering will assume responsibility for the traffic impact analysis relating to the proposed development (at the expenses of the developer).

2.2. Filing of Petition. Upon completion of the process described in Section 2.1, the developer shall collaborate with County staff to submit its petition at such a time that the public hearing required by the Act relating to the petition can be held between 30 and 45 days from the submission of the petition without the necessity of calling a special meeting of County Commission. The petition should be filed with the County Clerk of the County. When the petition is submitted to the County Clerk, copies of the petition should be provided to the Finance Director and County Engineer of the County in the manner provided above. A developer should not submit its petition until a Concept Plan has been approved for the district by Knoxville-Knox County Planning showing the location of the lots in the district.

2.3 Public Hearing and Consideration of Resolution. The County Commission shall consider a resolution relating to the petition~~, after considering County staff's recommendation,~~ immediately following the public hearing~~, or if the public hearing is held at a non-voting session of~~ as required by the Act. The County Commission~~, then at the next voting session of County Commission~~ may vote to approve the petition, approve the petition with amendments or deny approval of the petition.

2.4. Notice of Creation of District and Assessment. Upon the creation of a district, the developer shall cause to be filed in the Register's Office of the County a notice of the creation of the district and the imposition of special assessments in the district in a form acceptable to the County~~.~~ within sixty (60) days of the approval of the creation of the district by County Commission. The developer shall also be required to agree to give notice of the imposition of any special assessment in each sales contract for the sale of a lot by the developer or any affiliate thereof in any approved district. The developer and all subsequent sellers in the district shall also be required to give notice of the assessment pursuant to the applicable residential disclosure form as is required by applicable law.

Section 3. General Policies relating to the Infrastructure Development Districts

The County will apply the following policies in connection with considering petitions under the Act:

3.1. Size and Capital Cost of Development. Given the administrative commitment of the County with respect to each district created under the Act, the County ~~does not intend to approve the creation of smaller~~intends to apply minimum size requirements in considering the approval of districts. Therefore, notwithstanding the lower standard in the Act, the County does not intend to approve any district unless (i) the proposed district is composed of not less than 10 acres and (ii) the projected development cost in the district is expected to exceed $10,000,000.

3.2. Term of Assessment. The term of any special assessments imposed in a district shall not exceed the lesser of (i) the period that is reasonably expected to be required to pay the infrastructure costs in the district based upon the assessment or (ii) thirty (30) years.

3.3. Infrastructure Outside Boundaries of District. If the only infrastructure required for the development of a district is expected to be located within a district, the County will not approve the imposition of special assessments in such a case. Residential developers have traditionally incurred the cost of and have arranged the financing of the cost of internal infrastructure in residential subdivisions, and the County does not intend to impose special assessments in such cases. However, in many cases, infrastructure improvements are required outside the boundaries of a district that directly benefit the parcels within the district, and in such cases, the imposition of a special assessments may be appropriate. Therefore, the County will consider the creation of the district and the imposition of special assessments if at least 50% of the projected cost of the infrastructure to be paid through the special assessments relates to the costs of infrastructure outside the boundaries of the district. Infrastructure shall be deemed to be outside the boundaries of the district if such infrastructure is physically located outside the district and will be used by persons other than property owners in the district. For purposes of these policies, "infrastructure" is defined in Section 7-84-703(6) of the Act and is described in Section 5(a) of the form of petition attached hereto as Exhibit B.

3.4. Eligible Infrastructure Costs. All infrastructure costs within the meaning of the Act may be paid with special assessments imposed pursuant to the Act. For purposes of these policies, "infrastructure costs" are defined in Section 7-84-703(7) of the Act and are described in Section 5(b) of the form of petition attached hereto as Exhibit B, provided that (i) fees or costs imposed by a municipality or utility service provider shall not exceed 25% of the costs financed with or paid from assessments and (ii) the cost of land within the boundaries of a district shall not be included as an infrastructure cost.

3.5. Maximum Assessment per Parcel. The maximum annual assessment per parcel that will be developed for single-family residential housing shall be projected not to exceed $1,000 annually subject to annual adjustments based upon increases in the consumer price index as determined by the Finance Director of the County. In cases where significant infrastructure costs will be incurred outside the district, this maximum annual assessment may be exceeded, upon the recommendation of County staff and approval of County Commission, but in no event shall the amount of any such annual assessment exceed two percent (2%) of the projected average assessed value of the homes to be constructed in the development. No such limit shall apply to any parcel being developed for multi-family housing or other commercial purpose.

3.6. Financings through Industrial Development Board. Any financing of infrastructure costs in a district payable, in whole or in part, from special assessments must be undertaken through The Industrial Development Board of the County of Knox (the "Industrial Development Board"). In connection with any such financing, the developer of the district shall enter into a development agreement pursuant to which the developer, among other things, will commit to undertake the construction of the infrastructure in the district to the extent such infrastructure is not being undertaken by the County or another governmental entity. In connection with such financing, the developer shall comply with all policies and procedures of the Industrial Development Board.

3.7. Timing of Commencement of Special Assessments. The special assessments imposed on the parcels in a district, or any phase thereof, shall not commence and any financing payable from such special assessments shall not be closed until the completion of the infrastructure in the district or the applicable phase thereof. The County will consider permitting the commencement of assessment and the closing of financing prior to such time if the developer can provide adequate security satisfactory to the County and the Industrial Development Board to ensure completion of the applicable infrastructure.

3.8. Community Input. The County strongly encourages developers to receive input from the community, particularly neighbors, in connection with undertaking a development for which a special assessment is requested. Developers will be expected to hold at least one community meeting at which the community in which the development is located will be given the opportunity to ask questions about the development and be provided information about the public infrastructure that would be financed with any special assessments.

3.9. Relationship to County Existing Policies. These policies shall not be deemed to amend in any manner the County's existing policies relating to the construction of infrastructure for residential development, including, without limitation, the County's policies to undertake the construction of certain infrastructure as is agreed upon with the County and a developer pursuant to a Memorandum of Understanding. The proceeds of any financing payable from special assessments may be used to reimburse the costs incurred under such Memorandum of Understanding, but the creation of a special assessment district will not affect a developer's obligation to reimburse the County for costs provided for in a Memorandum of Understanding.

Section 4. Fees and Expenses; Miscellaneous

4.1. Administrative Fees. Five percent (5%) of all special assessments collected by the County shall be retained by the County to pay the administrative costs of the County, including the County Trustee, and the Industrial Development Board in connection with imposing and collecting the special assessments in the district and undertaking any financing payable from such special assessments. Such administrative costs shall be shared by the various offices of the County and the Industrial Development Board in such manner as may be agreed upon by the County and the Industrial Development Board.

4.2. Other Expenses. The developer shall also pay all reasonable expenses incurred by the County or the Industrial Development Board to third parties, including attorneys' fees and fees of the County's Department of Engineering incurred in managing any project hereunder, in connection with the consideration of any petition and the undertaking of any project or financing irrespective of whether any petition is approved or any financing is closed.

4.3. Flow Chart. For illustration purposes only, a chart summarizing the County's preferred approach for considering petitions for the creation of special assessment districts pursuant to the Act is

attached hereto as Exhibit C.

EXHIBIT A

NOTICE OF INTENT TO SUBMIT PETITION FOR CREATION OF INFRASTRUCTURE DEVELOPMENT DISTRICT PURSUANT TO THE RESIDENTIAL INFRASTRUCTURE DEVELOPMENT ACT

The undersigned developer is providing to Knox County this notice of its intent to submit a petition for creation of an infrastructure development district pursuant to the Residential Infrastructure Development Act of 2024, codified as Title 7, Chapter 84, Part 7 of the Tennessee Code Annotated. Submitted with this Notice of Intent is the proposed form of the petition with all exhibits.

I. Developer Information

1. Name of Developer: _____

2. State of Organization (if an entity): _____

3. Contact Person: _____

   Phone Number: _____

   E-Mail Address: _____

4. Website of Developer (if any): _____

5. Type of Business Entity (circle one): Sole Proprietorship Limited Partnership
   Corporation General Partnership
   Limited Liability Company

6. Development Team

   Please list the business name, contact person, address, phone number and email address for the following members of the Developer's development team for the Infrastructure (if not known, please so indicate):

   Infrastructure Contractor: _____

0

_____

Architect/Engineers: _____

_____

Attorney for Developer: _____

_____

II. Development and Financing Information

7. Does the Developer currently own the area to be included in the district? (Circle one)

Yes No

If the answer is no, please explain the Developer's relationship to the property in the district.

_____

_____

8. If the district is to be developed in phases, please describe those phases and the expected timing of each phase:

_____

_____

_____

_____

9. Please describe how the developer intends to undertake any financing payable from special assessment, including whether such financing ~~will~~is expected to be a loan ~~with~~from a financial institution or a public offering of bonds:

_____

_____

10. Indicate maximum assessment period requested and explain how such period was determined:

11. Has any other government assistance (federal tax credits, grants or other economic benefits) been requested by the Developer to assist with infrastructure costs relating to the district?

(Circle one): Yes No

If yes, describe the type, source, and amount of assistance requested:

12. Has any property to be included in the development been the subject of a rezoning request by the developer or the current owner to facilitate the proposed development?

(Circle one): Yes No

If yes, did the developer give notice to the County that the developer intended to request a special assessment during the rezoning process?

(Circle one): Yes No

13. Did the developer hold community meeting(s) pursuant to which the community was given an opportunity to provide input on the development?

(Circle one): Yes No

14. Please discuss what effect the development will have on Knox County Schools and emergency service providers such as fire protection and what discussions the developer has had with Knox County Schools and emergency service providers regarding the effect the development would have on the provision of educational and emergency services:

_____

_____

_____

III. Supplemental Information

Please provide with this Notice the following:

- Brief business history of the Developer
- Experience of Developer in the use of special assessments in connection with residential development
- Resumes of all principals of Developer
- Timetable for the undertaking of the development
- A detailed budget for the cost of the infrastructure to be constructed relating to the district including the basis for determining such costs.
- The methodology for determining the overall development cost of the district as described in the petition.

Developer shall also provide such financial information regarding the development and requested assessment as may be requested by County staff, including such information as may be requested by the County staff to determine the financial need for the assessment, provided, however, if any of such information is proprietary, Developer may request County staff to view such information at Developer's offices.

V. Representations and Agreements of Developer

By submitting this Notice, Developer hereby represents and agrees as follows:

(a) The undersigned Developer hereby agrees that the Developer shall meet with representatives of the County, upon request, to answer any questions that may arise in connection with the County's review of this Notice of Intent and related draft petition and that the Developer shall provide to the County, upon request, any supplemental information requested in connection with the County's review of this Notice of Intent and related petition.

(b) The Developer shall pay all reasonable expenses incurred by the County and the Industrial Development Board in connection with the consideration of any petition for the creation of an

infrastructure development district and/or the financing of infrastructure relating to such district, including reasonable fees of counsel to the County and the Industrial Development Board.

(c) The Developer shall indemnify and hold harmless the County, its employees, officers, commissioners, attorneys and consultants against all losses, costs, damages, expenses (including reasonable attorney's fees), and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the acceptance, consideration, approval or disapproval of a petition by Developer.

Developer: _____

Signed: _____ Date: _____, 20

Title of Person Signing (if Developer is an entity): _____

EXHIBIT B

Petition for the Establishment of a Residential Infrastructure Development District

[Developer Entity] (the "Developer") and the owners of each parcel of property included within the boundaries of the residential infrastructure development district described below hereby petition the County Commission of Knox County (the "County") to establish and administer a residential infrastructure development district in the manner described herein, pursuant to the authority provided to the County by Tennessee Code Annotated Sections 7-84-701 et seq. (the "Act").

1. The name of the proposed residential infrastructure development district is requested to be the "_____ Residential Infrastructure Development District" (the "District").

2. The boundaries of the District are hereby requested to be those boundaries set forth in Exhibit A attached hereto. The Developer represents and warrants that:

a. the entire boundaries of the District lie within the County and outside the corporate boundaries of any municipality that imposes property taxes; and

b. no portion of the proposed District overlaps with any other district established pursuant to the Act or with any central business improvement district established pursuant to Tennessee Code Annotated Title 7, Chapter 84; and

c. the County directly administers the billing and collection of ad valorem property taxes; and

d. [the District comprises at least ten acres; and][1]

e. [as more fully described in Exhibit D referenced below, the capital costs required to develop the District are not less than $10,000,000; and] [2]

f. as depicted on Exhibit C referenced below, at least 50% of the total acreage of the District is expected to be developed for single-family or multi-family residential housing; and

g. the Developer's address is _____; and

[1] Developer must certify as to either (d) and/or (e)
[2] Developer must certify as to either (d) and/or (e)

3. A list of each parcel of property within the District, identified by the parcel identification number and address listed therefor in the office of the assessor of the County is attached hereto as Exhibit B.

4. A site development plan for the District is attached hereto as Exhibit C (the "Development Plan"). [The attached Development Plan identifies (a) those parcels of property intended to be developed as owner-occupied residential property and (b) those parcels of property intended to be developed as rental housing.][3][The attached Development Plan:

a. identifies all proposed uses of properties within the District, including without limitation (i) those parcels of property intended to be developed as owner-occupied residential property and (i) those parcels of property intended to be developed as rental housing; and

b. identifies the intended phasing of the development of the District (each such development phase, a "Phase").][4]

5. Exhibit D attached hereto lists the following:

a. the streets, roads, bridges, and sidewalks, and the water, wastewater, natural gas, electric, telecommunications, and storm water facilities, required for the development of the District, and benefitting the properties within the District, whether within or without the boundaries of the district; and the land within the boundaries of the District required to be donated, dedicated, or otherwise made available to a governmental entity for ~~public~~the foregoing uses and such other purposes that benefit the public as are approved by the County (collectively, "Infrastructure"); and

b. (i) an estimate of all costs that may be capitalized under generally accepted accounting principles for purchasing, constructing, installing, and equipping Infrastructure; (ii) the fees or costs imposed by a municipality or utility service provider: (A) related to the construction or installation of Infrastructure; or (B) as a condition to the delivery of utility services to properties within the District; and (iii) the cost of any land required to be donated, dedicated, or otherwise made available to a governmental entity for ~~public~~the purposes described above, which land shall be valued at either the Developer's demonstrated cost or, if the value of the land has subsequently been appraised, its appraised value, whichever is higher (collectively, "Infrastructure Costs") and

c. an estimate of all other costs of developing the District.

6. The undersigned request that the County levy special assessments (the "Assessment") on each parcel of property within the District, in the manner described below, for the purpose of funding the following:

a. the Infrastructure Costs associated with those items of Infrastructure identified on Exhibit E (the "Funded Infrastructure"); and

[3] Use this language if special assessments will not be initiated or otherwise administered by phase
[4] Use this language if special assessments will be initiated or otherwise administered by phase

b. the payment of the principal, premium, and interest on any bonds, notes, or other debt obligations issued pursuant hereto, and the funding of necessary reserves for debt service, capitalized interest, and costs of issuance related to any such bonds, notes, or other debt obligations issued; and

c. an amount, not to exceed five percent (5%) of special assessments so levied, for administrative expenses, including expenses incurred by the County and the officers of the County, including the assessor of property, trustee, or other tax collecting official, in administering the collection and allocation of special assessments, including a reasonable allocation of overhead expenses.

7. The undersigned request that the Assessment be levied on the basis of _____ and in the amount of _____. The undersigned represent and warrant that:

a. the Funded Infrastructure directly, uniquely and specifically benefits the properties within the District; and

b. without the installation of the Funded Infrastructure, the parcels within the District could not be developed as proposed; and

c. the proposed manner and amount of the Assessment apportions the costs of the Funded Infrastructure to each parcel of property within the District in a manner consistent with the benefits received by such parcel as a result of the construction and installation of the Funded Infrastructure.

8. The undersigned request that the Assessment be levied and collected annually, beginning in such year as may be agreed to be the County and the Developer, and ending no later than the _____ year thereafter, in such manner as may be permitted by the Act. [The levy and collection of the Assessment may be commenced by phase, as determined by the County and the Developer.][5]

9. The undersigned request that the County take any and all steps that it may elect to take to provide for the enforcement and collection of Assessments, including without limitation the imposition of a lien on properties within the District and the imposition of interest and penalties in the event of a property owner's failure to timely pay an Assessment, all as provided by the Act.

10. The undersigned request that the County:

a. authorize the issuance of bonds, to be issued directly by the County or by one or more industrial development boards or public building authorities designated by the County for such purpose, for the purpose of funding the costs of the Funded Infrastructure;

b. apply and pledge to the payment of such bonds to the proceeds of the Assessment and the other costs described in Section 6 above;

c. enter into one or more development agreements with the Developer, on such terms as may be consistent with the terms hereof and agreed to between the County and the Developer, to provide

[5] Use this language if special assessments will be initiated or otherwise administered by phase

for the application of the proceeds of such bonds, the construction and installation of the Funded Infrastructure, and the development of the District.

11. The undersigned hereby request that the County hold a public hearing regarding this petition at the time and in the manner required by the Act, and to provide notice thereof in the manner required by the Act. The Developer hereby agrees to pay, or reimburse the County for the payment of: (a) all costs incurred by the County to provide notice of the public hearing related to this petition required by the Act; and (b) upon the levy of an Assessment as contemplated herein, all legal, financial advisory and other third-party administrative costs incurred by the County in connection with the implementation of the terms hereof.

Respectfully submitted by the petitioners as of this _____ day of _____, 202___.

DEVELOPER:

[Developer Name]

By:_____
Name:_____
Title:_____

OWNERS:

_____

_____

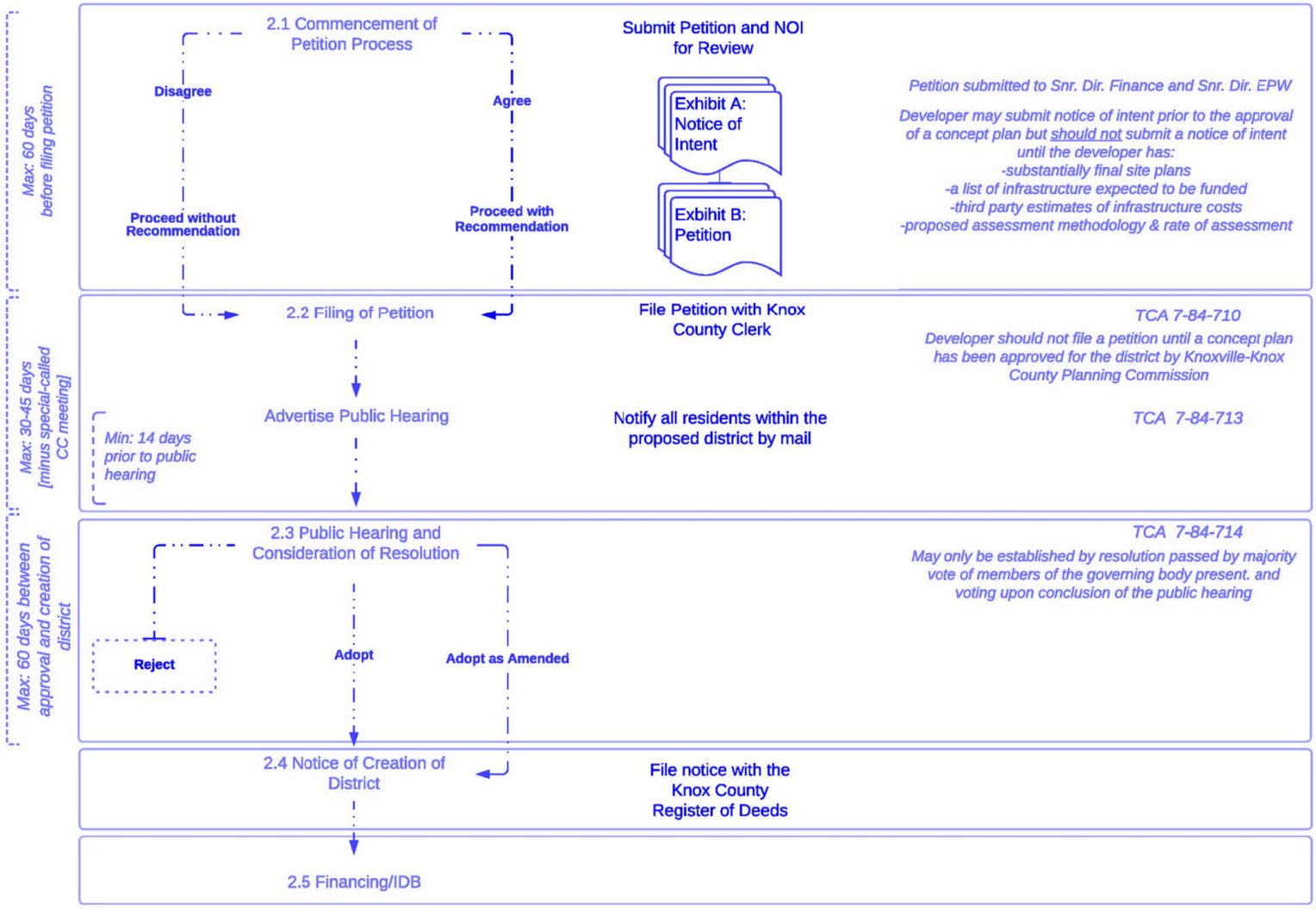
_____

_____

_____

(Added graphics)

Exhibit C



C-1

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Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 12/27/2024 10:42:38 AM	
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Move To	0
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~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	85

Exhibit C

Timeline

Notes

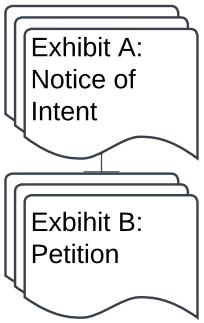
Max: 60 days before filing petition

2.1 Commencement of Petition Process

Disagree → **Proceed without Recommendation**

Agree → **Proceed with Recommendation**

Submit Petition and NOI for Review



Petition submitted to Snr. Dir. Finance and Snr. Dir. EPW

Developer may submit notice of intent prior to the approval of a concept plan but should not submit a notice of intent until the developer has:
-substantially final site plans
-a list of infrastructure expected to be funded
-third party estimates of infrastructure costs
-proposed assessment methodology & rate of assessment

Max: 30-45 days [minus special-called CC meeting]

2.2 Filing of Petition

File Petition with Knox County Clerk

TCA 7-84-710

Developer should not file a petition until a concept plan has been approved for the district by Knoxville-Knox County Planning Commission

Advertise Public Hearing

Min: 14 days prior to public hearing

Notify all residents within the proposed district by mail

TCA 7-84-713

Max: 60 days between approval and creation of district

2.3 Public Hearing and Consideration of Resolution

Reject

Adopt

Adopt as Amended

TCA 7-84-714

May only be established by resolution passed by majority vote of members of the governing body present. and voting upon conclusion of the public hearing

2.4 Notice of Creation of District

File notice with the Knox County Register of Deeds

3.6 Financing/IDB

RLA-16836 **R-25-1-903**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	CRIMINAL/DOMESTIC COURT CLERK
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with YWCA of Knoxville and the Tennessee Valley for the provision of Victim Advocate Services in the amount of $96,624.00 for the first year of the contract.
(Criminal Court Clerk)

Attachments

Resolution
Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH YWCA OF KNOXVILLE AND THE TENNESSEE VALLEY FOR THE PROVISION OF VICTIM ADVOCATE SERVICES IN THE AMOUNT OF $96,624.00 FOR THE FIRST YEAR OF THE CONTRACT.

RESOLUTION: R-25-1-903

REQUESTED BY: CRIMINAL COURT CLERK

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County desires to have a contractor provide Victim Advocate Services; and

WHEREAS, the Knox County Procurement Division requested proposals (Request for Proposals #3613) for this purpose and it has been determined that YWCA of Knoxville and the Tennessee Valley submitted the proposal that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with YWCA of Knoxville and the Tennessee Valley is effective for one year term beginning on January 1, 2025 and may be extended for four (4) additional years, one (1) year at a time, which may result in a total of five (5) years; and

WHEREAS, the contract sets forth the terms and conditions under which the Victim Advocate Services will be provided; and

WHEREAS, YWCA of Knoxville and the Tennessee Valley has the necessary qualifications to provide the services for Knox County.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with YWCA of Knoxville and the Tennessee Valley for the provision of Victim Advocate Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with YWCA of Knoxville and the Tennessee Valley for the provision of Victim Advocate Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

YWCA of Knoxville and the Tennessee Valley

This Contract, made and entered into between the Knox County Government, hereinafter referred to as the "County" and YWCA of Knoxville and the Tennessee Valley, hereinafter referred to as "Contractor".

Whereas, the County requested proposals for Victim Advocate Services for Knox County Government (Request for Proposals #3613) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by the County;

Whereas, Vendor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of January 2025 and ends the 31st day of December 2025 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. The County intends to issue a one-year (1) award. Upon the mutual agreement of the vendor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amount as agreed upon in the County's Request for Proposals for Victim Advocate Services per the Contractor's response to Request for Proposals #3613;

One (1) Full Time Victim Advocate at Family Justice Center:	$42,432	per year
Director of Victim Services $61,800 per year @ 30% for oversight:	$18,540	per year
Taxes and Benefits:	$13,305	per year
Parking and Mileage, $150.00 per month x twelve (12) months:	$1,800	per year
Communication, One (1) cell phone for court-based advocate @ $50.00/month:	$600	per year
Insurance – 5% allocation of agency liability insurance:	$8,750	per year
Specific Assistance – Emergency assistance for client needs including transportation assistance, hotel vouchers, and safety assistance:	$5,000	per year
De minimis: 10% of salary costs to cover indirect costs:	$6,197	per year
Total:	$96,624	per year

pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County. Per Request for Proposals #3613, a minimum of thirty (30) days is required for processing of payment.

3. Invoicing and reporting requirements. Contractor shall invoice the County for Victim Advocate Services pursuant to Request for Proposals #3613.

4. **Termination.** The County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of the County.

Should the Contractor fail to provide the Victim Advocate Services detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by Tennessee State Law. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. **Appropriations.** In the event no funds are appropriated by the County for the Victim Advocate Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. **Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Victim Advocate Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

10. **This Contract** shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. **Right to inspect.** The County reserves the right to make periodic inspections of the manner and means the services are performed.

12. **Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. **Contractor** shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by

Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees.

15. Delivery. Contractor shall render the Victim Advocate Services for the County in accordance with Request for Proposals #3613.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

17. Limitations of liability. In no event shall the County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3613
B. Contractor's Response to Request for Proposals #3613

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

KNOX COUNTY GOVERNMENT

_____ **GLENN JACOBS**
MAYOR – Signature **MAYOR**

Date: _____

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT NO._____ **KNOX COUNTY, TENNESSEE**
APPROVED AS TO LEGAL FORM

_____ _____
LAW DIRECTOR – Signature **LAW DIRECTOR – Printed Name**

Date:_____

VENDOR

_____ _____
AUTHORIZED SIGNATURE **VENDOR – Printed Name**

YWCA of Knoxville and the Tennessee Valley
COMPANY NAME (VENDOR)

Date:_____

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **Victim Advocate Services** as specified herein. Proposals must be received by **2:00 p.m.** local time by **December 12, 2024**. Late proposals will not be considered nor returned.

Deliver Proposals to:
Proposal Number 3613
Knox County Procurement Division
1000 N. Central Street, Suite 100
Knoxville, Tennessee 37917

The Proposal Envelope must show the Company Name, Proposal Number, Proposal Name and Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Proposers shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal (RFP).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing https://www.knoxcounty.org/audit/hotline.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.8 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

1.9 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses or Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper
1.20.2 Not include pages of unnecessary advertising

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **November 15 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.22 **SIGNING OF PROPOSALS: In order to be considered, all proposals must be signed. Please sign the original in blue ink.** By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"-"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.25 **UNFORSEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or subcontract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.

Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) business days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III - SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** Knox County intends for this solicitation to result in the selection of a provider(s) for victim advocate services for Knox County. The award will be based on best value to Knox County. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add or delete services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD LENGTH:** Knox County intends to issue a one (1) year award with an option to renew upon consent of both Knox County and the awarded Contractor. This term bid agreement may be renewed for an additional four (4) years, one (1) year at a time for a total of five (5) years. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the successful proposer.

3.5 **CHANGES AFTER AWARD:** It is possible, that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the Contractor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.6 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.7 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the successful proposer(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) vendor contacts to handle billing inquiries and service related issues.

In the event one (1) or both contacts leave the Knox County account, the successful proposer shall formally introduce the new contracts to Knox County personnel. These contacts must be knowledgeable of Knox County's account so as to avoid any interruption of services.

3.8 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may need to be voted on by Knox County Commission and receive majority vote. The successful vendor(s) may be required to be present at the full Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the Vendor(s) will need to attend this meeting.

The Knox County Procurement Division will draft this Contract and no vendor forms (e.g. Terms and conditions, service agreements, or other standard Company forms) will be accepted as Contract documents or as Contract attachments. Vendor(s) are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.9 **EVALUATION CRITERIA:** This proposal will be evaluated based upon the following criteria:

Knowledge, Skills and Ability	40 Points
Examples of Work to be Completed	40 Points
Cost	10 Points
References	10 Points

3.10 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposers. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.11 **EXCEPTIONS TO SPECIFICATIONS:** Offerors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the offeror's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Exceptions must be listed under Section V, TAB VIII.

3.12 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.

3.13 **INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this Contract. Upon notification of Intent to Award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County Government as additional insured. It shall be the successful bidder's responsibility to keep a current COI on file with Knox County Procurement at all times during the term of the Contract. (Attachment A.)

3.14 **INTERPRETATION:** No oral interpretation will be made to any proposer regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation issued by the Knox County Procurement Division.

3.15 **INVOICING PROCEDURES:** The successful vendor(s) will be required to invoice the County on an agreed upon basis. Knox County anticipates a monthly payment schedule. Invoices should be in duplicate. Knox County requests that the invoice be easy to read and understand. Invoices must identify purchase order or credit card payment. There shall be no additional charges for this information and procedures, they are to be included. Incorrect invoices will be returned.

3.16 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.

3.17 **NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Vendors may be required to sign an affidavit to this policy.

3.18 **OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the offeror makes a request in writing to the Knox County Procurement Division **prior** to the time set for the Request for Proposal or unless the County fails to accept within ninety (90) business days after the date fixed for the closing of the Request for Proposal.

3.19 **OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promote competitive proposals. It shall be the proposer's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by **4:30 p.m. local time November 15, 2024**.

3.20 **PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests. If a proposer cites confidentiality for any section of their response, the Proposer must state the Exemption from Tennessee Code Annotated (T.C.A.) along with the Chapter Number(s). Failure to state the T.C.A. Chapter will nullify any confidentiality request.

3.21 **PREPARATION OF PROPOSAL:** The proposer must bear all costs associated with the preparation of the proposal and any oral presentation, if required, by Knox County.

3.22 **PRICING:** The proposer (s) warrants that the unit price shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the cost is increased after the first year, Knox County must be given a written notice to consider. Such a request shall include at a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the Contractor may:

3.22.1 Continue with the existing prices
3.22.2 Request a lower price increase
3.22.3 Not accept the renewal offer

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.23 **PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.24 **PROPOSAL FORMAT:** This solicitation is in the Request For Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.25 **PROPOSER OBLIGATION:** Each proposer shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the Contract.

3.26 **REFERENCES:** Proposers must submit a list of three (3) references with which you have performed this type of service within the past three (3) years. Show the name of the agency or institution, person to contact, their current telephone number, current email address and the nature and size of the contract. Do not list any Knox County Department as a reference.

3.27 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

3.28 **RELEASE OF RECORDS:** To the extent permitted by law, all documents pertaining to this Request for Proposal shall be kept confidential until the proposal evaluation is complete and a notice of Intent to Award is sent to the successful proposer. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate Knox County staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

3.29 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **4:30 p.m. local time** on **October 30, 2019.** Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** The scope of work as described and defined below are illustrative of the duties Knox County expects to be performed. No attempt is made to be exhaustive. The intent of the listed examples is to give a general indication of the levels of difficulty and responsibility common to the services provided. The Sections below express the minimum background and experience necessary as evidence of a proposer's ability to perform the services.

4.2 **DEFINITION**: Under general supervision by Knox County provides counseling, support, and related crisis intervention services to various clients (victims, secondary victims, witnesses, families, etc.) impacted by domestic violence/abuse, neglect, violent crime, and other situations of violence or abuse. The services will be provided at the Family Justice Center and the 4th Circuit Court.

4.3 **KNOWLEDGE, SKILLS, AND ABILITIES:**

4.3.1 **Knowledge of advocacy strategies and techniques -** Knowledge of crisis intervention strategies and techniques used in trauma, grief, or emergency situations; knowledge of the theoretical constructs of human psychological and emotional development as applied to crisis intervention.

4.3.2 **Knowledge of community/social service resources -** Knowledge of the various community/social service resources available to adult victims of domestic violence/abuse, neglect, violent crime, or other situations of violence or abuse; knowledge of the community/social service resources available to neglected, abused, or otherwise victimized children for the purposes of development, emotional therapy, and/or support; knowledge of the procedures and protocols by which various community/social service resources can be accessed.

4.3.3 **Written communication skills -** Written communication skills sufficient to express a variety of ideas and information in a clear, concise, and effective manner, including the proper use of grammar, spelling, punctuation, sentence and paragraph structure, etc.; ability to use appropriate format, structure, style, and language appropriate to the intended audience.

4.3.4 **Reading comprehension skills -** Ability to read, interpret and apply a broad range of complex written materials including reports, research papers, informational articles, publications, graphs, charts, etc.; ability to compare narrative information such as that presented in applications, reports, records, contracts, etc. with established criteria, formats, policies, or other requirements.

4.3.5 **Interpersonal skills -** Interpersonal skill sufficient to effectively facilitate cooperation and interest, disseminate information, provide assistance, resolve complaints or conflicts, and to otherwise establish and maintain effective professional working relationships with coworkers and superiors, community/social service agencies, the public, etc.; oral communication skills sufficient to effectively present ideas and information to a variety of individuals in ordinary conversation, public forums, group presentations, and other similar settings; interviewing skills sufficient to elicit a variety of information from victims, witnesses, family members, health care professionals, social service resource providers, etc.

4.3.6 **Administrative ability -** Ability to establish and achieve work-related goals and objectives; ability to plan and coordinate work to accomplish established objectives in a timely, efficient manner; knowledge of the principles and practices used to organize, analyze and interpret information for the purposes of making decisions, ability to exercise good judgment in evaluating information and formulating appropriate strategies, recommendations, or justifications; setting goals and objectives, etc.; knowledge of the methods and techniques used in conducting research, gathering data, and/or otherwise assembling and presenting information about a variety of topics.

4.3.7 **Knowledge of criminal/civil legal systems and procedures -** Knowledge of various legal principles, concepts, procedures, terminology, and documentation requirements as they pertain to the criminal and civil court systems.

4.3.8 **Computer ability** - Ability to operate personal computers sufficiently to use a variety of word-processing, data base, and/or spreadsheet software packages; ability to understand basic word-processing, data-entry and other computer-related terminology.

4.3.9 **Knowledge of record-keeping procedures -** Knowledge of the terminology, procedures and requirements for the proper completion of various forms, records and reports; knowledge of the appropriate location, maintenance and distribution of a variety of documents; knowledge of document control principles and practices.

4.3.10 **Clerical ability -** Ability to sort and file information alphabetically, numerically or chronologically; ability to understand and use codes in a variety of business applications; ability to rapidly compare both narrative and numerical information to determine accuracy.

4.4 EXAMPLES OF WORK TO BE PERFORMED:

4.4.1 **Crisis intervention activities -** Provide crisis intervention services to individuals impacted by domestic violence/abuse, neglect, violent crime, and other situations of violence or abuse; interview clients and/or their families to assess their psychosocial and/or resource needs; contact individuals on a follow-up basis to assess progress and to evaluate the need for additional social service resource assistance; develop a victim safety plan, including associated training and implementation procedures.

4.4.2 **Provide social service referral/ government program assistance -** Identify social service resource needs of victims, secondary victims, witnesses, families, etc. impacted by domestic violence or abuse and provides referral, information, or other assistance as necessary; explains the Criminal Injuries Compensation Program to domestic violence/violent crime victims with personal injuries; assist injured victims in the filing of Criminal Injuries Compensation forms.

4.4.3 **Interagency coordination/communication -** Communicate as appropriate with social service agencies, the District Attorney's Office, Department of Human Services, Child and Family Services, Juvenile Court, etc. as necessary to obtain and/or provide information or assistance regarding domestic violence cases or issues.

4.4.4 **Legal procedures and court -** Brief victims/witnesses and/or their families on court procedures and protocol in order to prepare them for courtroom appearances; provide courtroom testimony as required.

4.4.5 **Prepare written documents -** Prepare a variety of written correspondence such as letters, memos, etc.; prepares and maintains periodic reports, files, and other documentation regarding domestic violence program activities, and disseminate information as necessary to concerned parties; review work for accuracy and completeness.

4.4.6 **Computer usage -** Access automated databases, spreadsheet programs, etc. in order to enter, manipulate, and retrieve information about domestic violence program activities; analyze data to identify and compare trends, patterns, etc.; prepare printouts/reports in response to specific requests from supervisor, operational personnel, etc.

4.5 MINIMUM REQUIREMENTS:

4.5.1 **Licensure –** Properly licensed by the State of Tennessee in regards to providing counseling services of the nature described above.

4.5.2 **Employees Providing Services -** Graduation from an accredited college or university with a Bachelor's Degree in Psychology, Child and Family Studies, Social Services or other related field or an Associate's Degree and two (2) verifiable years of experience.

4.5.3 **Experience** – Minimum Six (6) months experience in Advocacy or Crisis Intervention in a facility environment.

SECTION V - PROPOSAL FORMAT RFP 3613 VICTIM ADVOCATE SERVICES

PROPOSAL INFORMATION: The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. The County reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Knox County requests proposals be in sufficient detail to address all requirements.
- The County requests responses be submitted in a three-ring binder containing sections separated by tabs. Do not submit spiral bound or glued responses.
- Please submit one (1) marked original and one (1) exact copy.
- Page numbers should be placed on the bottom center of pages.
- Proposers shall also submit an exact copy of the original proposal on a Flash drive. **This shall be in one (1) complete pdf file. Do not include multiple folders on the Flash drive.**

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.
Each proposal must address all questions/statements listed in each tab completely.

TAB I: SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

TAB II: PROPOSER INFORMATION:
- Company or Individual's name, address, and telephone/fax numbers
- Proposer's email address
- Contact name(s) and telephone number(s)
- Proposer's Vendor Number as assigned by Knox County
- Knox County Business License (if applicable)
- Registration to do business in the State of Tennessee (if applicable)
- Employer Identification Number (EIN)
- Do you accept the terms and conditions of the proposal?
- Acknowledgement of Addenda(s)

TAB III: LICENSES
- Provide copies of all Licenses required to perform the work specified. Include all licenses for all persons who will be providing services.

TAB IV: KNOWLEDGE, SKILLS, AND ABILITIES
- Entity/Person's knowledge and experience of the services to be performed
- Specific training acquired for providing the services
- Abilities and methodology to provide the services

TAB V: EXAMPLES OF WORK TO BE PERFORMED
- List examples of specific work/services normally performed in a clinical setting
- List other work/services that may be utilized in performing services

TAB VI: COST
- Provide cost of services for one (1) year

TAB VII: REFERENCES
- Proposer's to provide three (3) references using the attached reference check form

TAB VIII: EXCEPTIONS
- Proposers are to include any and all exceptions taken to this solicitation under this Tab. Do not mark through or otherwise alter the language of this RFP in your response.

TAB IX: ATTACHMENTS
- Insurance Checklist
- Iran Divestment Act/No-Boycott of Israel

TAB X: ANY OTHER INFORMATION THAT WOULD ADD VALUE TO YOUR PROPOSAL

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 3613

The certificate of insurance must show all coverage's & endorsements with "yes" and 'no" on all items 20 to 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident) $1,000,000 BODY INJURY (Per –Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident
YES	4.	COMMERCIAL GENERAL LIABILITY CLAIM MADE X OCCUR GEN'L AGGREGATE LIMITS APPLIES PER POLICY X PROJECT LOC	LIMITS EACH OCCURRENCE $ 1,000,000 FIRE LEGAL LIABILITY $ 100,000 MED EXP (Per person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS-COMPLETED OPERATIONS/AGGREGATE $ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
NO	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000
		PROFESSIONAL LIABILITY	
NO NO NO NO	10.	ARCHITECTS &ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM $2,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$
NO	17.	DISHONESTY BOND	$100,000.00
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. *NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.*

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage not provided through this agency.

Agency Name: _____

Authorizing Signature: _____

PROPOSER'S STATEMENT AND CERTIFICATION: If awarded the contract, I will comply with the contract insurance requirements.

Proposer's Name: _____

Authorizing Signature: _____

KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

_____

(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

_____

(sign in blue ink)

Title: _____ Date: _____

ATTACHMENT C

REFERENCES OF SIMILAR ACCOUNTS **RFP 3613** **VICTIM ADVOCATE SERVICES**

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least one year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person Telephone: _____ Email (required): _____

Nature of Contract: _____

Contract Start Date: _____ Contract End Date: _____

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person Telephone: _____ Email (required): _____

Nature of Contract: _____

Contract Start Date: _____ Contract End Date: _____

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person Telephone: _____ Email (Required): _____

Nature of Contract: _____

Contract Start Date: _____ Contract End Date: _____

YWCA IS ON A MISSION

December 2, 2025
Jay Garrison
Knox County Procurement
1000 N. Central Avenue, Suite 100
Knoxville, TN 37917

Mr. Garrison,

As the President of the Board of Directors of YWCA Knoxville at the Tennessee Valley, I authorize the submission of the YWCA's proposal for Proposal Number 3613, Victim Advocate Services.

Sincerely,

Natalie Stair
Interim Chief Executive Officer
YWCA Knoxville and the Tennessee Valley

YWCA Knoxville & the Tennessee Valley

Proposal #: 3613 Victim Advocate Services

TAB II: PROPOSER INFORMATION

Company Name and Address:	YWCA Knoxville & the TN Valley 420 W. Clinch Avenue Knoxville, TN 37902 Phone: (865) 523-6126 Fax: (865) 637-5263 jperry@ywcaknox.com
Contact Name and Telephone Number:	Jessie Perry, Director of Business Operations (865) 523-6126
Knox County Vender Number:	11549
Knox County Business License:	Not applicable
State of Tennessee Business Registration:	Not applicable
Employer Identification Number:	62-0475701
Do you accept the terms and conditions of the proposal?	Yes
Acknowledgement of Addenda(s):	Yes

YWCA Knoxville and the Tennessee Valley

Proposal #: 3613 Victim Advocate Services

TAB III: LICENCES

Licenses for all persons providing services: No licenses are required to conduct victim advocacy work. However, all staff involved with the project have extensive education and training in victim advocacy services. The Family Justice Center Advocate is a certified graduate of the Tommy Burks Victim Assistance Academy, a certified Safe At Home application assistant, and has 20 hours of the ABCs of Advocacy from the TN Coalition to End Domestic and Sexual Violence. All certificates are attached.

CERTIFICATE OF COMPLETION

This is to certify that

Jessica Ruth

completed

Virtual Senator Tommy Burks Victim Assistance Academy

on

11/28/2023

for an hour total of

40

Jennifer Escue

Jennifer Escue
Chief Executive Officer

tennessee coalition to end domestic & sexual violence

Megan Batista

Megan Batista
Director of Training

THE STATE OF TENNESSEE



Presented to

Jessica Ruth

State of Tennessee

Safe at Home Address Confidentiality Program

Certified Application Assistant

Stacy Scruggs

Stacy Scruggs, Program Coordinator

Tre Hargett

Tre Hargett, Secretary of State

CERTIFICATE OF COMPLETION

This is to certify that

Jessica Ruth

completed

ABC's of Advocacy

on

11/21/2023

for an hour total of

20

Jennifer Escue

Jennifer Escue
Chief Executive Officer

tennessee coalition to end domestic & sexual violence

Megan Batista

Megan Batista
Director of Training

YWCA Knoxville and the Tennessee Valley

Proposal #: 3613 Victim Advocate Services

TAB IV: KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge and experience of the services to be performed:

With a mission to eliminate racism and empower women, YWCA Knoxville and the Tennessee Valley has been a leading force in community change since 1899. Across six counties in East Tennessee, YWCA offers a spectrum of domestic violence services including advocacy, transitional housing, and supervised visitation, transitional housing for women who would otherwise be homeless, and comprehensive youth programming.

PROGRAM HISTORY

Established in 1988, YWCA's Victim Advocacy Program (VAP) began a unique partnership with the Knoxville Police Department when their domestic violence unit was developed in 1997. VAP is a founding member and crucial part of the Knoxville Family Justice Center, working closely with its numerous partners. It is the first program with advocates in both criminal and civil courts, the only non-shelter advocacy program, and the only program with concentrated focus on bilingual and culturally specific advocates in Knox County. YWCA's court advocacy, operating for more than 15 years, provides highly trained and experienced advocates available to meet with clients daily. In addition to victim advocacy, VAP offers support groups in English and Spanish, community outreach, DCS liaisons, transitional housing, supervised visitation, and professional education. YWCA advocates work with the Fourth Circuit Court, Sessions Court, Juvenile Court, the Knoxville Police Department, and the Knox County Sheriff's Department, and collaborate with more than 100 other community agencies to provide emergency and transitional assistance to victims and their children.

PROGRAM DESCRIPTION

VAP serves victims of domestic violence throughout Knox County who are primarily low-income (95%) and female (84%). In 2023, the YWCA victim advocacy program assisted 337 households with 2,000 hours of service time across those individuals and families. Out of those families, 73 received assistance with orders of protection, and over 400 unique services were provided related to the civil or criminal justice system. VAP advocates hold weekly support groups in both English and Spanish for victims of domestic violence. The ever-expanding array of services meets survivors at any step in the process of life after abuse, including emergency services to long-term support and empowerment.

Every day, victims of domestic violence turn to the YWCA's life-saving services. These victims, often coming to advocates with no possessions, no transportation, cultural and language barriers, and no hope for the future, are afraid for their lives, scared for their children, and deeply confused. Victims of domestic violence in Knox County face many barriers and often believe they have no options.

Domestic violence is a staggering public health problem, impacting millions yearly. Across the United States, places of worship, businesses, social services agencies, youth-serving programs,

and education systems feel the impact of this intimate violence, directly and indirectly. Professionals (social services, medical providers, educators) frequently lack the knowledge and resources to appropriately screen for domestic violence, refer to helpful services, and utilize the best victim-friendly practices available.

VAP works diligently to create individual and community safety, assess danger, help victims overcome traumatic experiences, and provide education by addressing each of the following factors:

- Risks: Victims of domestic violence are confused about their options and often without any financial or supportive resources (National Coalition Against Domestic Violence, 2019). Most victims served by VAP are of extremely low-income (95%) and are struggling with the practical and emotional components of their decision to leave their abuser and seek recourse, legal or otherwise. Many have extremely low self-esteem after years of emotional and psychological abuse; many have fresh physical wounds from the hands of their abuser (National Network to End Domestic Violence, 2019). Without exception, victims are afraid, and their fears are real: every day, three women are killed by their intimate partner. Violence frequently escalates when victims attempt to flee, increasing the need for immediate, effective safety measures.

- Trauma Experiences: Victims of domestic violence experience trauma at high rates. Research estimates that up to 84% of victims meet criteria for Post-Traumatic Stress Disorder (Journal of Family Violence, 2001). The symptoms of Post-Traumatic Stress Disorder (depression, anxiety, mood swings, sleep problems, trouble concentrating; National Institute of Mental Health, 2013) affect multiple systems and can make daily life difficult for victims. Incarcerated women experience trauma at high rates, frequently as a result of domestic and sexual violence (Criminal Justice & Behavior, 2016). Most go without any mental healthcare or resources while in jail or prison, and struggle as a result.

- Cultural factors: Non-English speaking victims face unique struggles beyond the obvious language barriers. Immigrant victims frequently struggle with additional legal burdens, cultural and social mores which inhibit them from leaving their abuser, intricate housing and landlord relationships, and difficult custody problems (Office for Victims of Crime, 2014).

- Intergenerational Cycle of Violence: The negative effects of domestic violence on children and youth are well-established and researched (Journal of Interpersonal Violence, 2011). One such negative effect is the increased long-term likelihood of relationship violence: children exposed to violence in the home are up to 15 times more likely to become victims of domestic violence in adulthood, and male children who witness male-to-female domestic violence in childhood are 400% more likely to perpetrate relationship violence as adults.

- Poverty: Most victims who seek public services to address their experiences with domestic violence are living in poverty. In 2023, 95% of VAP clients were low-income and 72% of those were extremely low-income. Victims living in poverty have fewer resources to access when attempting to leave an abuser and may not have the formal and informal supports they need to seek safety.

Specific Training Acquired for Providing Services:

VAP employs highly skilled and trained Victim Advocates with a variety of educational backgrounds, including degrees in social work, social services, psychology, and law. The Director of Victim Services has a bachelor's degree in health care administration and has over 16 years of experience in social services, 6 of which have been with the YWCA in a victim advocacy capacity. YWCA hires Victim Advocates who at minimum possess a bachelor's degree with six months of related experience. All new hires complete the Tommy Burks Victim Assistance Academy and additional advocacy and trauma-informed care training throughout onboarding. All advocates are required to complete a minimum of 15 hours of continuing education each year. Trainings cover a wide variety of topics like strangulation, trauma informed advocacy, victims' compensation, power and control, resources and referrals, stalking, human trafficking, criminal injury, and public speaking.

Abilities and Methodology to Provide Services:

As a long-time provider of court advocacy (15+ years), YWCA Knoxville and the Tennessee Valley is the original social services agency to provide services in civil or criminal court settings, regardless of whether or not the victim is an established client. Advocates conduct intakes with new clients at court, the Family Justice Center, or in the community to comprehensively meet the needs of the victims and their families. YWCA is devoted to working with victims who come to court alone, because other help for them is unavailable. Victims who are unable to access an attorney or other legal services would have no assistance in court, leaving them unprepared and exposed to the manipulation of their abuser in the courtroom. These victims would have no safety planning, no referrals for additional services, and no follow-up support. Abusers use their presence in court as an opportunity to manipulate, intimidate, and threaten victims both verbally and non-verbally. Abusers can become volatile, requiring court security. Victim Advocates offer the victim the support necessary to follow through with legal action, as people from all walks of life find the court experience intimidating. An Aequitas-led witness intimidation pilot project through the Family Justice Center found that intimidation often keeps victims from attending court, causing cases to be thrown out. The support of an advocate helps move cases forward and get victims the help they need to break the cycle of domestic violence. This is time-consuming work that improves community safety.

PROGRAM SUMMARY

VAP's services feature direct, life-saving assistance to victims of domestic violence:

-Court Advocacy
When victims decide to leave their abusers and take legal action, VAP staff can assist in several ways. Staff members help victims file orders of protection, provide notification about court events, and meet them at civil court to help them navigate the complicated and frightening court experiences. In addition, through a partnership with the Knox County District Attorney General's Office, advocates attend criminal court each day to meet victims, provide safety planning and life-saving danger assessments, and advocate for victims' needs. YWCA advocates meet new clients both at court and at the Family Justice Center, rather than only providing advocacy services to those who have already pursued their services in advance of a court date. This extension of services effectively meets the needs of victims, regardless of their ability or

forethought to visit the Family Justice Center, and extends the reach of the collaborative effort the Center represents.

-Safety Planning
All VAP clients complete a detailed safety plan with staff assistance. Safety plans are proven to create better outcomes for victims regardless of whether or not they leave their abuser. Experienced VAP advocates provide structure and suggestions for safety plans, which include emergency contacts, places to stay, and other existing resources.

-Danger Assessments
All VAP clients complete a danger assessment with staff. The Danger Assessment, a reliable and highly effective tool, was developed by Dr. Jacquelyn Campbell, RN (2003). The benefits of the Danger Assessment are two-fold: victims and advocates discuss safety honestly and openly, and victims are provided brief education about the results of their assessment and its implications for their long-term health and wellbeing. Advocates are trained on how to administer, score, and discuss the Assessment with their clients. Additionally, advocates are trained in how to introduce the Assessment to victims who are unsure about leaving their abuser and seeking help.

-Support Groups
Experienced VAP staff members facilitate weekly groups in English and Spanish, working with victims to process traumatic experiences and address the root causes of violence. Curricula are evidence-based and topics focused on specific needs of victims at any point in the process of surviving abuse, leaving their abuser, and healing from trauma. Additionally, skilled VAP staff facilitators tailor discussions to the group they serve. For example, many Bilingual Support Group clients are unable to leave their abuser due to social and cultural constructs; the Bilingual Support Group focuses on victim safety within abusive relationships, and resources for victims.

-Bilingual Services
The YWCA has two bilingual advocates able to provide VAP's services in English, Spanish, Arabic, and French. VAP's bilingual services connect limited English proficient victims with resources, assist with appropriate visa applications, and provide support groups for women and their children, addressing issues specific to non-English speaking immigrants and refugees.

-Culturally-Specific Services
YWCA is additionally the only organization providing culturally-specific advocacy for immigrant victims and refugees with domestic-violence related needs. These services, provided by skilled advocates, are focused on providing safety-driven, life-saving services within the context of culture. The program was developed after performance data revealed individuals from these minority populations are more likely to experience domestic violence but less likely to pursue assistance from traditional sources.

-Community Outreach and Professional Education
VAP offers community education to groups of students, employees, staff, and medical professionals, focused on warning signs of domestic violence, victim-friendly practices, bystander intervention skills, and resources. Community education workshops are tailored to meet the needs of the audience, and VAP staff are committed to offering up-to-date, relevant, and practical information.

-Referrals
VAP is community-based and provides referrals and coordination of care for victims who require or would benefit from additional services like shelter, transitional housing, or transportation assistance. In 2023, YWCA advocates made 841 referrals to community organizations and social services resources.

OUTCOMES

YWCA Knoxville and the Tennessee Valley reviews outputs, outcomes from survey research, and staff reports regularly to evaluate the reach and effectiveness of services. Victim Advocates and program supervisory staff use excellent record-keeping procedures and computer databases to maintain essential client information confidentially, track outcomes, and coordinate activities. Using a combination of quantitative and qualitative data, YWCA examines the direct and indirect effects of VAP services.

.

In 2023, YWCA advocates completed over 5,000 services for victims, detailed below:

2023 Victim Advocacy Services	**Output**
Follow-up in Person	465
Individual Advocacy	925
Case Management	1,210
Orders of Protection	85
Housing Advocacy	987
Safety Planning	361
Supervised Visitation	463
Information/Education	168
Danger Assessment	104
Additional Advocacy Services	378
Total Served	**5,146**

In 2023, as a result of VAP's services:

2023 Victim Advocacy Outcomes	
94%	Clients reported that their immediate sense of safety and security increased as a result of services
99%	Clients reported that they gained knowledge of community resources and services as a result of working with an advocate
98%	Clients reported increased knowledge of ways to plan for their safety
99%	Clients reported that they were able to identify a support system due to services
91%	Community/professional education/professional education participants who gained knowledge about how to access assistance for individuals experiencing domestic violence

In addition to collecting and analyzing output and outcome data, reviewing individual case histories and outcome stories helps define victim needs, determine satisfaction with services received, and evaluate lasting impact:

Alexa*, a student at the University of Tennessee, came to the FJC due to being stalked by her ex-boyfriend. Alexa was so distressed after her experiences that she had to be hospitalized for her mental health. Although she reported to Title IX, she felt that she needed additional support and resources. Her connection with her advocate provided her with the emotional support and empowerment she needed to continue advocating for herself, and she called on her advocate to assist with legal representation, hearing scheduling, and preparations to represent herself, and finally accompanied Alexa to her court date. Alexa bravely told her story but was still unable to meet requirements for her petition to be granted against her ex-boyfriend and his skilled attorney. Although Alexa was distraught, frustrated, and scared, she felt accomplished for having completed the process and advocating for herself. Alexa now feels prepared to act again, more informed this time, if the respondent threatens her again.

*Name changed to protect victim's identity.

YWCA Knoxville and the Tennessee Valley

Proposal #: 3613 Victim Advocate Services

TAB V: EXAMPLES OF WORK TO BE COMPLETED

Examples of Specific Work/Services Normally Performed in a Clinical Setting:

YWCA Victim Advocates complete the follow activities routinely as a part of administering advocacy services:

- Intake: Victim Advocates meet with victims to determine need and complete required paperwork.

- Victim impact statement assistance: As part of facilitating victims' access to legal safety measures like orders of protection, advocates assist victims with written statements for legal proceedings.

- Orders of protection: Advocates also help victims file orders of protection, specifically by helping them decipher complicated legal paperwork and instructions.

- Court/legal notifications: Advocates notify victims when their abuser is served with order of protection papers, changes in their court dates, and other legal notifications as needed.

- Court advocacy: Advocates meet victims at civil and criminal courts to advocate for their wellbeing and safety. When victims do not have legal representation for orders of protection, advocates help connect them with Legal Aid and other pro bono attorneys. In criminal court, advocates speak with each victim on the docket and offer resources as well as coordination with the District Attorney's Office and Victim Witness Coordinators. YWCA advocates are the only provider in Knox County who meet with any victim at court, regardless of previous meetings or services.

- Safety planning: Every VAP client develops a comprehensive safety plan with staff assistance. Clients who utilize VAP services more than once review their safety plans at regular intervals.

- Danger Assessments: Every VAP client completes a Danger Assessment (Campbell, 2003) with an advocate. This evidence-based tool, administered by staff members who are trained to score the assessment, reviews indicators of lethality and serious danger for victims and is proven to help guide safe decision making.

- Bilingual services: VAP is the only program of its kind in Knox County providing all services in English and Spanish, creating opportunities for safety for all victims.

- Support Groups: Trained advocates lead support groups for victims in English and in Spanish, using evidence-based curricula and materials to meet the needs of victims. Victims are referred to support groups through a variety of sources and do not have to access court-based advocacy to be eligible to join.

- Referrals: YWCA advocates provide needs-based referrals for many victims, for services outside of the scope of the program (e.g., shelter, transitional housing) and additional basic needs. As a local provider of transitional housing for women (Keys of Hope Women's Housing Program), YWCA has the unique opportunity to refer VAP clients to internal housing options and coordinate with fellow YWCA staff to meet their needs. In addition, as a core member of the Family Justice Center, VAP has strong connections with onsite partners (e.g., Law enforcement, Legal Aid, Department of Children's Services, etc.) and uses these relationships to facilitate positive outcomes for victims.

- Culturally-Specific Advocacy: YWCA is additionally the only organization providing culturally-specific advocacy for immigrant and refugees victims with domestic-violence related needs.

Other Work/Services that May Be Utilized in Performing Services:

- Community outreach: Community outreach is an essential part of victim advocacy, ensuring that victims know where to turn for help and how to access life-saving resources. VAP staff promote the program throughout Knox County through a variety of events, trainings, and public awareness campaigns.

- Community/Professional Education: Advocates and other staff are frequently asked to provide education to community members and professionals and groups about domestic violence dynamics, warning signs, and resources.

YWCA Knoxville and the Tennessee Valley

Proposal #: 3613 Victim Advocate Services

TAB VI: COST

Cost of Services for one (1) year:

Line Item	Description	Amount
Victim Advocate - FJC	One (1) full-time advocate @ $42,432/year	$42,432
Director of Victim Services	Oversees victim advocacy services @ $61,800/year - 30% (.3 FTE) for project oversight	$18,540
Payroll Tax + Benefits	Taxes (7.65%), retirement contribution (5%), and benefits (health, dental, life) x 1.3 FTEs	$13,305
Parking + Mileage	$150/month x 12 months for FJC advocate	$1,800
Communication	Cell phone service for FJC advocate @ $50/month x 12 months	$600
Insurance	5% allocation of agency liability insurance	$8,750
Specific Assistance	Emergency assistance for client needs including transportation assistance, hotel vouchers, and safety assistance	$5,000
De minimis	10% of salary costs to cover indirect costs	$6,197
	TOTAL REQUESTED	**$96,624**

Pricing Description:

Victim Advocates: One full-time advocate placed at the Knoxville Family Justice Center to provide direct client services.

Director of Victim Services: .3% FTE for program supervision, community engagement, and interagency relationships.

Payroll Tax + Benefits: Payroll taxes at 7.65%, health/dental/life insurance benefits, and retirement contribution for one full-time advocate and 30% for Director of Victim Services.

Parking + Mileage: Downtown/court parking and mileage for advocacy services.

Communication: Cell phone and data for FJC advocate.

Insurance: Agency liability insurance based on FTE allocation.

Specific Assistance: Emergency assistance for clients for use with transportation assistance to court, hotel vouchers, lock changes, alarm systems, or other safety measures needed to keep individuals and families safe from further harm.

De Minimis: Indirect costs including administrative support, accounting, and IT support. Rate is calculated at 10% of salary amount for 1.3 FTEs.

YWCA Knoxville and the Tennessee Valley

Proposal #: 3613 Victim Advocate Services

TAB VII: REFERENCES

Three (3) References: See Attached (Attachment A)

ATTACHMENT C

REFERENCES OF SIMILAR ACCOUNTS **RFP 3613** **VICTIM ADVOCATE SERVICES**

Proposers shall submit a list of three (3) projects of similar size which have been in service for at least one year. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via email only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

Name of Firm: Department of Justice - Office on Violence Against Women

Address: 145 N. Street NE, Washington, DC, 20530

Contact Person: LaTonya Eaddy

Contact Person Telephone: 202-307-6026 Email (required): latonya.eaddy@usdoj.gov

Nature of Contract: Grant

Contract Start Date: 7/1/2022 Contract End Date: 6/30/2025

Name of Firm: State of Tennessee - Office of Criminal Justice Programs

Address: 312 Rosa Parks Ave., Nashville, TN 37243

Contact Person: Laura Vermillion

Contact Person Telephone: 629-253-5892 Email (required): laura.vermillion@tn.gov

Nature of Contract: VAP Grants

Contract Start Date: 7/1/2022 Contract End Date: 6/30/2025

Name of Firm: East Tennessee Collaborative - United Way of Greater Knoxville

Address: 1301 Hannah Ave., Knoxville, TN 37921

Contact Person: Kaki Reynolds

Contact Person Telephone: 865-521-0861 Email (Required): reynoldsk@unitedwayknox.org

Nature of Contract: Grant

Contract Start Date: 11/1/2022 Contract End Date: 10/31/2025

YWCA Knoxville and the Tennessee Valley

Proposal #: 3613 Victim Advocate Services

TAB VIII: EXCEPTIONS

Exceptions to solicitation: None

YWCA Knoxville and the Tennessee Valley

Proposal #: 3613 Victim Advocate Services

TAB IX: ATTACHMENTS

Insurance Checklist: See Attached

Iran Divestment Act/No-Boycott of Israel: See Attached

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2024

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

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

PRODUCER	CONTACT NAME: Haley Haney
SouthPoint Risk 9050 Executive Park Dr Suite C100 Knoxville TN 37923	PHONE (A/C, No, Ext): (865) 584-1115 FAX (A/C, No): E-MAIL ADDRESS: hhaney@southpointrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tokio Marine Specialty	10945
INSURER B : Philadelphia Ins Companies	00476
INSURER C : Luba Casualty Insurance Company	12472
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Young Women's Christian Assoc., DBA: YWCA Knoxville & The Tenn.
YWCA Knoxville Real Estate Holdings Co Inc
420 W Clinch Avenue
Knoxville TN 37902

COVERAGES **CERTIFICATE NUMBER:** CL2442612575 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PPK2661347	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2661574	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PUB902590	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		301130	03/01/2024	03/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Sexual Abuse & Molestation			PPK2661347	03/01/2024	03/01/2025	Limit Aggregate	$1,000,000 $2,000,000

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

Proposal # 3613 - Knox County Procurement Division
Certificate holder is added as Additional Insured as respects to the General Liability as required by written contract. A 30 day notice of cancellation will be provided to certificate holders for anything other than non-payment and 10 days for non-payment.

CERTIFICATE HOLDER

Knox County Procurement Division
1000 North Central Street
Suite 100
Knoxville TN 37917

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 3613

The certificate of insurance must show all coverage's & endorsements with "yes" and 'no" on all items 20 to 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident) $1,000,000 BODY INJURY (Per –Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident
YES	4.	COMMERCIAL GENERAL LIABILITY CLAIM MADE X OCCUR GEN'L AGGREGATE LIMITS APPLIES PER POLICY X PROJECT LOC	LIMITS EACH OCCURRENCE $ 1,000,000 FIRE LEGAL LIABILITY $ 100,000 MED EXP (Per person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE $ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
NO	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000
		PROFESSIONAL LIABILITY	
NO NO NO NO	10.	ARCHITECTS &ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM $2,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM $1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE $500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$
NO	17.	DISHONESTY BOND	$100,000.00
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. *NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.*

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I have reviewed the above requirements with the Proposer named below and have advised the Proposer of required coverage not provided through this agency.

Agency Name: _____

Authorizing Signature: _____

PROPOSER'S STATEMENT AND CERTIFICATION: If awarded the contract, I will comply with the contract insurance requirements.

Proposer's Name: Natalie Stair

Authorizing Signature:

ATTACHMENT B

KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature: _____
(sign in blue ink)

Title: Interim CEO Date: 12/12/2024

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature: _____
(sign in blue ink)

Title: Interim CEO Date: 12/12/2024

YWCA Knoxville and the Tennessee Valley

Proposal #: 3613 Victim Advocate Services

TAB IX: ADDITIONAL INFORMATION

Any other information that adds value to proposal:

YWCA Knoxville and the Tennessee Valley has created a spectrum of domestic violence programs which increase knowledge, utilize and teach best practices, and prevent violence at a primary level. The following signature programs reflect the diverse and innovative work being done by the YWCA on a local, state, and national level:

GameChangers: To address the need for prevention, YWCA sought funding for a program to engage young men and teach bystander intervention skills. In 2013, YWCA was awarded a three-year, $350,000, highly competitive grant from the Department of Justice Office on Violence Against Women (OVW) to begin this work. The resulting project, GameChangers, is the only domestic violence prevention program targeting men and boys in East Tennessee. GameChangers was conceived, authored, and implemented by YWCA Knoxville and the Tennessee Valley and teaches participants about domestic violence, dating violence, sexual assault, stalking, and safe bystander intervention in after school settings.

Domestic Violence Awareness Month: Spearheading the largest observation of Domestic Violence Awareness Month in Knox County, YWCA has focused on increasing awareness and observance in October over the past ten years. YWCA created the message “We Believe You” for its month-long messaging, education, and awareness campaign.

Safer and Stronger: Another YWCA signature program, Safer and Stronger: Tennessee Valley provides transitional housing for victims of domestic violence and their families across a six-county service area (including Knox). Funded by the Department of Justice Office on Violence Against Women, Safer and Stronger provides assistance locating safe housing, safety planning and danger assessments, and ongoing case management to work toward independent living, financial literacy, and safety goals.

RLA-16837 **R-25-1-904**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	REGISTER OF DEEDS
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the Tennessee General Assembly to allow Knox County to establish predictable recording fees in the Register's Office. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**

(Register of Deeds)

Attachments

No file(s) attached.

RLA-16854 **R-25-1-101**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 01/22/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing the Sunday Tradition/Mulls Singing Convention.
(Commissioner Frazier)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, RECOGNIZING THE SUNDAY TRADITION/MULLS SINGING CONVENTION.

RESOLUTION: R-25-1-101

REQUESTED BY: COMMISSIONER FRAZIER

PREPARED BY: COMMISSIONER FRAZIER

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, it is our privilege to recognize those historic broadcast programs that have uplifted, edified, and inspired Tennesseans for generations; and

WHEREAS, one such program is the Mull Singing Convention, which celebrated its seventieth anniversary last year, marking seven decades of bringing gospel music to East Tennessee; and

WHEREAS, currently hosted by Tommy Spencer under the fitting moniker of Sunday Tradition, the program was created by Reverend Jacob Bazzel Mull, often referred to as "J. Bazzel," and his wife, Elizabeth Mull, known as "Lady Mull"; and

WHEREAS, begun as a radio show in 1942 and syndicated in September 1954, the Mulls first brought Southern Gospel music to local audiences on WBIR-TV and later on WVLT-TV; the show also aired on Chattanooga's WRGP-TV when the station went on air in 1956; and

WHEREAS, initially a nightly show, Mull Signing Convention settled into a Saturday noon time slot from 1960 until 1975, eventually landing on Sunday mornings; the show enjoyed a long run of loyal sponsors, including Soddy Men's Shop, Elm Hill Meats, Mayfield Milk, and JFG Coffee; and

WHEREAS, during the broadcast, the Mulls would introduce live or filmed performances from the Speer Family, the Blackwood Brothers, the Chuck Wagon Gang, and the LeFevres, to name a few; they would also host live multi-act concerts at Memorial Auditorium, and they sold countless albums and song books and, at their peak, presented seventy-five live concerts, primarily in the Southeast, every year; and

WHEREAS, Mull Singing Convention was syndicated on nighttime clear-channel mega station WWL 870 in New Orleans, Louisiana, and consequently became beloved among nighttime truck drivers across the United States; and

WHEREAS, in the later years, the Mulls continued their show in their home base of Knoxville, showing up each week for audiences until the time of their passing—J. Bazzel in 2006 at the age of ninety-one, and Lady Mull in 2012 at the age of eighty-five—at which point their daughter, Charlotte, led the show; and

WHEREAS, after Charlotte Mull's passing in 2013, Tommy Spencer took over as host of the show and, in honor of the Mull family, renamed it Sunday Tradition; in 2015, Sunday Tradition teamed up with Clarke Beasley, Executive Vice President of the National Quartet Convention, as co-host; and

WHEREAS, today, the show airs from Knoxville on Sundays at 7:00 a.m. on WVLT2 and at 4:00 p.m. on the Knoxville Fox affiliate, and has the distinction of being the longest-running locally produced television show in America; and

WHEREAS, over the years, the Mull Singing Convention/Sunday Tradition has been duly honored by many, including President Jimmy Carter, who appeared on the show; Governor Lamar Alexander; Congressman John Duncan; and Congressman Tim Burchett; and Mr. and Mrs. Mull have both been inducted into the Southern Gospel Hall of Fame; and

WHEREAS, Mr. Spencer is an able torch bearer who proudly continues the tradition that the Mulls started over seventy years ago, keeping the rich heritage of Appalachian Southern gospel music alive in East Tennessee.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission of Knox County hereby recognizes and honors the Mull Singing Convention/Sunday Tradition and host Tommy Spencer for his continuance of and contributions to this legendary program.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-16868 **R-25-1-102**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 01/22/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring the Gibbs Ruritan Club on their 75th anniversary and continued services to the community. **(TO BE ADDED)**

(Commissioner Jay and Thompson)

Attachments

No file(s) attached.

RLA-16840 **38.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Rachael Crigger, COMMUNITY DEVELOPMENT
Department:	COMMUNITY DEVELOPMENT
Requires Expenditure of Funds:	NO Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Presentation of the quarterly Fire and Technical Rescue Committee Report by Director Brent Seymour.
(Community Development)

Attachments

No file(s) attached.

RLA-16738 **39.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 01/22/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation by Legal Aid on Eviction Prevention. **(DEFERRED FROM DECEMBER AT REQUEST OF SPONSOR)**

(Commissioners Durrett and Rawls)

Attachments

No file(s) attached.

RLA-16805 **40.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Sandi Prichard, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of the Acceptance of New County Roads:

A) Arbor Gate Lane located in Wellington Chase, District 3.
B) Wellington Chase Lane located in Wellington Chase, District 3.
C) Singletree Lane located in Williford Phase I, District 4.
D) Sweet Amber Lane located in Williford Phase I, District 4.
E) Sway Branch Lane located in Williford Phases I & II, District 4.
F) Valley Glen Boulevard located in The Glen at West Valley Unit II, District 5.
G) Iris Garden Lane located in The Glen at West Valley Unit II, District 5.
H) Tropical Lane located in The Glen at West Valley Unit II, District 5.
I) Sandy Springs Lane located in The Glen at West Valley Unit II, District 5.
J) Magical Drive located in The Glen at West Valley Unit II, District 5.
K) Paradise Valley Lane located in The Glen at West Valley Unit II, District 5.
L) Pepper Ridge Lane located in Brandywine at Pepper Ridge, District 6.
M) Poppyseed Lane located in Towering Oaks Subdivision, District 6.
N) Spearmint Lane located in Towering Oaks Subdivision, District 6.
O) Curly Top Lane located in Towering Oaks Subdivision, District 6.
P) Pepper Bush Lane located in Hayden Farms Phase 1B, District 6.
Q) Flame Willow Lane located in Hayden Farms Phase 1B, District 6.
R) Lemon Berry Street located in Hayden Farms Phase 1B, District 6.
S) Park Grove Lane located in Spradlin Place Unit 1, District 7.
T) Hollow Oak Lane located in Spradlin Place Unit 1, District 7.
U) Stillglen Lane located in Spradlin Place Unit 1, District 7.
V) Country Brook Lane located in Spradlin Place Units 1 & 2, District 7.

W) Lantern Ridge Lane located in Spradlin Place Units 1 & 2, District 7.
X) Briarhill Lane located in Spradlin Place Unit 2, District 7.
Y) Glen Eagle Lane located in Spradlin Place Unit 2, District 7.
Z) Whisper Lane located in Bent Branch Subdivision, District 7.
(Engineering and Public Works)

Attachments

The Glen at West Valley Unit II
Spradlin Place Unit 1 & 2
Towering Oaks
Bent Branch
Brandywine at Pepper Ridge
Wellington Chase
Williford Phase I & II
Hayden Farms 1B

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: The Glen at West Valley Unit II
Developer: Knox TL Lot Acquisition, LLC.
Commission District: 5
Inspector:
Date: December 13, 2024

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Valley Glen Boulevard	632 LF	$24,524.69
Iris Garden Lane	321 LF	$12,456.37
Tropical Lane	278 LF	$10,787.76
Sandy Springs Lane	742 LF	$28,793.23
Magical Drive	284 LF	$11,020.59
Paradise Valley Lane	389 LF	$15,095.10
	Total Miles 0.50	Total $102,677.74

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202102010062241.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: The Glen at West Valley Unit II
Inspector: Cody Parker
Date Surfaced: January 7, 2021

- ✓ Curbs are backfilled
- ○ Correct signs have been installed per the MUTCD manual
  - Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - Street is free of standing water
- ✓ Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
  - ○ If yes, provide a brief description:

_____

_____

  - ○ EPW file # 120-003

Recommended for road acceptance: Yes

Sarah Prichard — Construction Assurance Coordinator — 12/13/2024 — Date

[signature] — Construction Services Supervisor — 12/13/24 — Date

TOTAL AREA =
22.96 Acres
999,939 sq.ft.

INCLUDES R.O.W. & OPEN SPACE LOTS
TOTAL LOTS = 64

I.R.F. = IRON ROD FOUND
I.R.F.C.=IRON ROD WITH CAP FOUND

Guarantee of Completion of Streets and Related Improvements

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference markers and monuments, benchmarks and property monuments in this subdivision in accordance with required standards and specifications.

Signed: Eric Lemmon Date: Jan 29, 2021
Dept: EPW Title: DE

Guarantee of Completion of Stormwater Facilities

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to ensure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the ____ day of ____, 20__.

Signed: Eric Lemmon Date: Jan 29, 2021
Dept: EPW Title: DE

Planning Staff Certification of Approval for Recording – Final Plat

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.

Signed: Greg Brooks ED
Date: 2/1/2021

Certificate of Ownership and General Dedication

(I, We), the undersigned owner(s) of the property shown hereon, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on the plat

Owner(s) Printed Name: Eric Lemmon
Signature(s):
Date: Jan 27, 2021

ALL STRUCTURES WILL HAVE TO BE LOCATED AT LEAST 50' FROM THE LAST CLOSED CONTOUR OF THE SINKHOLE ON THIS SITE. CONSTRUCTION WITHIN THE 50' SINKHOLE BUFFER MAY ONLY BE PERMITTED IF A GEOTECHNICAL STUDY IS PREPARED BY A REGISTERED ENGINEER AND STATES THAT BUILDING WITHIN THE 50' SINKHOLE BUFFER IS ACCEPTABLE AND THE STUDY IS APPROVED BY COUNTY ENGINEERING. AN UNCONFLICTED FOOTPRINT WILL BE REQUIRED FOR ANY STRUCTURES TO BE PLACED WITHIN THE 50' SINKHOLE BUFFER.

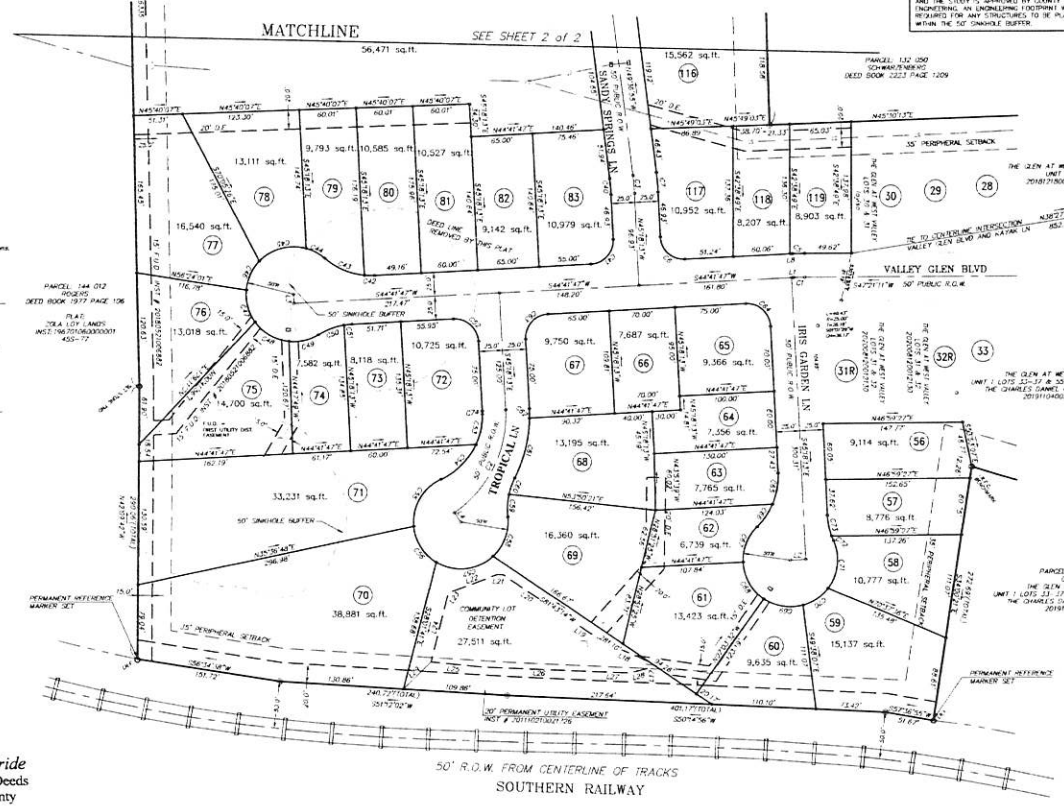
PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORMWATER FACILITIES. THE COVENANTS FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTRUMENT #202101200058372.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S44°41'47"W	2.14
L2	S44°41'47"W	16.35
L3	N45°18'13"W	9.77
L4	N76°42'32"W	12.03
L7	S45°49'03"W	5.00
L8	S44°41'47"W	2.64
L9	N44°10'57"W	7.25

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S46°11'29"W	11.59	250.00	11.59
C2	N76°12'22"W	122.02	125.00	127.47
C3	N47°17'34"W	16.81	250.00	16.81
C4	S46°53'56"E	23.70	250.00	23.71
C5	S46°01'28"W	12.75	275.00	12.75
C6	N89°41'47"E	39.36	25.00	39.27
C7	N43°13'14"W	20.69	275.00	20.69
C8	S46°53'56"E	21.33	125.00	21.33
C9	S53°19'45"E	28.74	75.00	28.81
C10	S74°53'40"E	19.79	75.00	19.85
C11	N28°33'17"W	36.23	50.00	37.07
C12	N74°50'14"W	42.33	50.00	43.70
C13	S36°20'16"W	40.33	50.00	41.51
C14	S11°19'44"W	36.20	50.00	37.04
C15	S17°01'44"E	45.76	50.00	47.53
C16	S72°42'27"E	14.51	50.00	14.58
C17	N85°37'02"E	47.43	75.00	48.26
C18	N30°59'15"E	35.36	25.00	39.27
C19	S89°10'57"E	35.36	25.00	39.27
C20	N35°57'43"W	29.19	75.00	29.37
C21	N30°57'32"W	2.27	75.00	2.27
C22	N44°56'44"W	42.16	75.00	43.52
C23	S85°30'28"W	36.83	50.00	37.72
C24	S41°45'26"W	42.46	50.00	43.98
C25	S03°58'41"E	35.18	50.00	35.95
C26	S01°08'15"E	54.58	50.00	57.74
C27	N87°01'21"W	9.45	75.00	9.46
C28	N85°36'46"W	50.47	75.00	51.48
C29	N62°45'09"W	42.43	75.00	43.01
C30	S7°28'43"E	10.67	50.00	10.69
C31	S50°38'25"E	45.51	50.00	47.25
C32	N78°51'40"E	38.15	50.00	41.44
C33	N32°02'22"E	42.89	50.00	44.32
C34	N14°22'43"W	35.97	50.00	36.49
C35	N40°36'15"W	42.42	50.00	43.81
C36	S19°57'40"E	45.57	25.00	57.34
C37	N89°10'57"W	35.36	25.00	39.27
C38	S46°27'25"E	21.55	275.00	21.56
C39	S49°10'34"E	4.22	275.00	4.22
C40	N47°57'34"W	16.83	225.00	16.83
C41	N00°18'13"W	35.36	25.00	39.27
C42	N48°51'24"E	10.87	75.00	10.88
C43	N70°14'48"E	43.71	75.00	46.45
C44	S75°43'19"W	22.10	50.00	22.28
C45	S31°12'47"W	31.12	50.00	53.66
C46	S17°46'11"E	13.03	50.00	33.67
C47	S57°19'17"E	35.09	50.00	35.36
C48	N77°34'52"E	41.02	50.00	42.27
C49	N34°46'18"E	21.93	50.00	22.09
C50	S27°13'39"W	28.92	75.00	29.11
C51	S41°31'28"W	8.30	75.00	8.31
C52	S89°41'47"W	35.36	25.00	39.27
C53	N30°40'06"W	33.08	75.00	33.35
C54	N02°14'02"E	52.11	75.00	53.02
C55	S12°28'38"E	57.65	50.00	61.44
C56	S74°13'06"E	45.20	50.00	46.90
C57	N41°31'15"E	60.26	50.00	64.68
C58	N25°56'38"W	44.66	50.00	46.32
C59	S39°28'04"E	53.84	75.00	53.94
C60	S22°14'49"E	58.95	75.00	61.52
C61	N28°51'44"W	65.90	150.00	66.45
C62	N44°25'40"W	9.62	150.00	9.62
C63	S00°18'13"E	35.36	25.00	39.27
C64	S89°41'47"W	35.36	75.00	39.27
C65	N32°26'07"W	33.41	75.00	33.69
C66	N68°28'11"W	28.95	75.00	29.13
C67	S21°51'35"E	40.38	50.00	41.57
C68	S71°40'07"E	44.97	50.00	46.64
C69	N36°47'11"E	41.90	50.00	43.32
C70	N1°37'39"E	12.06	50.00	12.64
C71	N36°10'18"W	50.99	50.00	53.50
C72	S6°41'55"E	5.74	75.00	5.74
C73	S54°03'34"E	22.63	75.00	22.92
C74	N44°21'22"W	1.31	100.00	1.31

DETENTION EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L17	N52°42'23"E	7.90
L18	N19°27'58"W	49.69
L19	N10°51'15"W	13.41
L20	N08°46'13"W	116.46
L21	N40°08'21"W	5.08
L22	N61°18'20"W	53.52
L23	S81°33'32"W	4.17
L24	S81°33'27"W	72.62
L25	S77°00'54"E	53.90
L26	S49°21'36"E	127.07
L27	S40°34'39"E	29.09
L28	S56°46'21"E	18.92
L29	S87°10'55"E	40.78




MATCHLINE
SEE SHEET 2 of 2
56,471 sq.ft.
15,562 sq.ft.
SUNNY SPRINGS LN
VALLEY GLEN BLVD
TROPICAL LN
IRIS GARDEN LN
PARCEL: 132 050
SCHWARZ NEWS
DEED BOOK 2223 PAGE 1209
THE GLEN AT WEST VALLEY UNIT 1
201811300017485
THE GLEN AT WEST VALLEY UNIT 1, LOTS 33-37 & 55 and A PORTION OF THE CHARLES SAMEL PROPERTY LOT 1
201911040030978
PARCEL: 144 012
ROGERS
DEED BOOK 1977 PAGE 196
PLAT:
TOLA LOY LANDS
INST.:N6.T0.M0.A3000001
455-77
PARCEL: 132 049.19
DUDLO
THE GLEN AT WEST VALLEY
UNIT 1, LOTS 33-37 & 55 and A PORTION OF THE CHARLES SAMEL PROPERTY LOT 1
201911040030978
50' SINKHOLE BUFFER
50' PUBLIC R.O.W.
50' R.O.W. FROM CENTERLINE OF TRACKS
SOUTHERN RAILWAY
PERMANENT MONUMENT MARKER SET
15' PERIPHERAL SETBACK
55' PERIPHERAL SETBACK
30' PERMANENT UTILITY EASEMENT INST # 201110270031078
COMMUNITY LOT DETENTION EASEMENT
27,511 sq.ft.
TIE TO NON-RADIUS INTERSECTION
VALLEY GLEN BLVD AND PATRA LN
N38°27'46"E 852.80'
N47°21'11"E 50.00'
S44°41'47"W 161.80'
S44°41'47"W 148.20'
N46°18'13"E 147.77'
N46°18'13"E 137.76'
N46°18'13"E 152.60'
N46°18'13"E 147.77'
N46°18'13"E 137.76'
N46°18'13"E 152.60'
S44°41'47"W 107.84'
S44°41'47"W 124.13'
S44°41'47"W 156.42'
S44°41'47"W 162.19'
S44°41'47"W 72.54'
S44°41'47"W 60.00'
S44°41'47"W 60.00'
S44°41'47"W 60.00

TOTAL AREA =
22.96 Acres
999,939 sq.ft.
INCLUDES R.O.W. & OPEN SPACE LOTS
TOTAL LOTS = 64

I.R.F. = IRON ROD FOUND
I.R.F.C.=IRON ROD WITH CAP FOUND

Guarantee of Completion of Streets and Related Improvements.

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference markers and monuments, benchmarks and property monuments in this subdivision in accordance with required standards and specifications.

Leo LaCamera — Jan 29, 2021
Signed: _____ Date: _____
Dept: EPW Title: DE

Guarantee of Completion of Stormwater Facilities.

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were

approved the _____ day of _____, 20 21
Leo LaCamera — Jan 29, 2021
Signed: _____ Date: _____
Dept: EPW Title: DE

PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORMWATER FACILITIES. THE COVENANTS FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTRUMENT #202101300058373

Planning Staff Certification of Approval for Recording – Final Plat

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-402 of Tennessee Code, Annotated the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.

Signed: Arnyth Bierda ED
Date: 2/1/2021

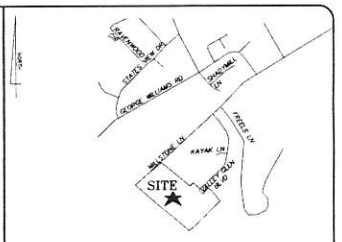
ALL STRUCTURES WILL HAVE TO BE LOCATED AT LEAST 50' FROM THE LAST CLOSED CONTOUR OF THE SINKHOLE ON THIS SITE. CONSTRUCTION WITHIN THE 50' SINKHOLE BUFFER MAY ONLY BE PERMITTED IF A GEOTECHNICAL STUDY IS PREPARED BY A REGISTERED ENGINEER AND STATES THAT BUILDING WITHIN THE 50' SINKHOLE BUFFER IS ACCEPTABLE AND THE STUDY IS APPROVED BY COUNTY ENGINEERING. AN ENGINEERING FOOTPRINT WILL BE REQUIRED FOR ANY STRUCTURES TO BE PLACED WITHIN THE 50' SINKHOLE BUFFER.

Certificate of Ownership and General Dedication

(I, We), the undersigned owner(s) of the property shown hereon, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat

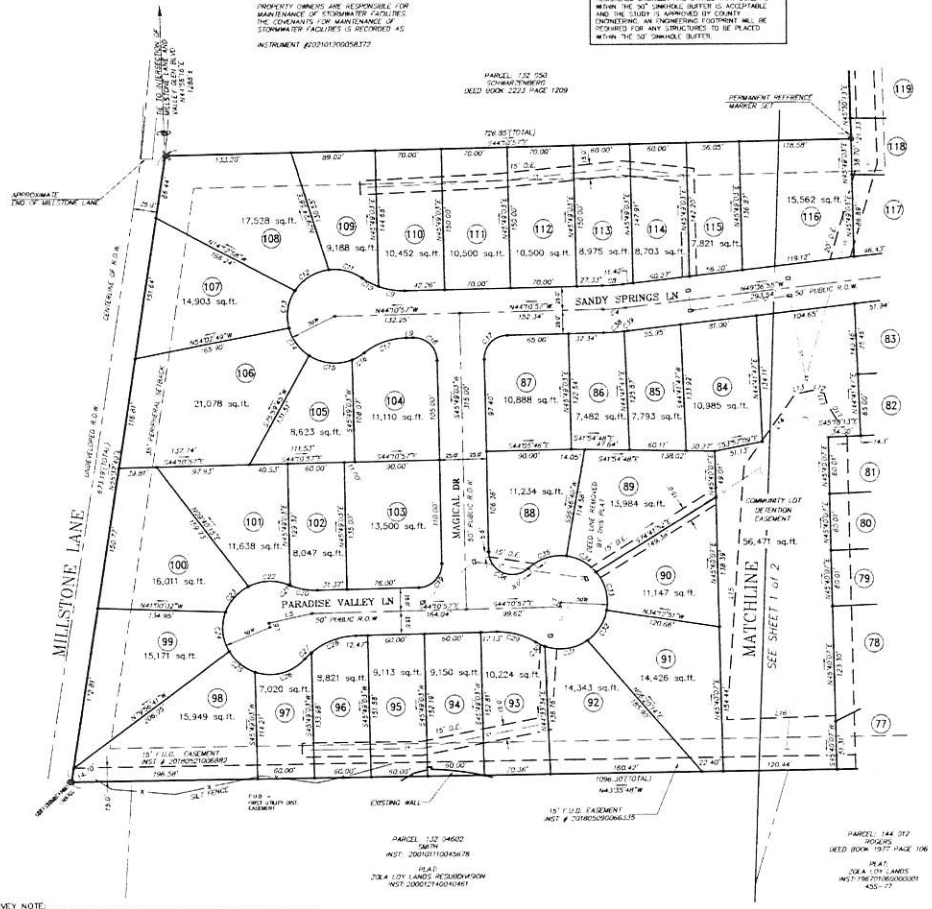
Owner(s) Printed Name: Eric moseley
Signature(s): _____
Date: Jan 21, 2021

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S44°41'47"W	2.14
L2	S44°41'47"W	16.35
L3	N45°18'13"W	9.77
L4	N76°52'12"W	12.03
L5	S45°18'13"E	5.00
L6	S44°41'47"W	2.64
L9	N44°10'57"W	7.25



LOCATION MAP NO SCALE





CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S46°01'29"W	11.59	250.00	11.59
C2	N16°55'22"W	122.02	125.00	127.47
C3	N47°27'34"W	18.81	250.00	18.81
C4	S46°53'36"E	23.70	250.00	23.71
C5	S46°01'29"W	12.75	275.00	12.75
C6	N89°41'47"E	35.36	25.00	39.27
C7	N47°27'34"W	26.69	275.00	26.69
C8	S46°53'36"E	21.33	225.00	21.33
C9	S33°19'45"E	28.24	75.00	28.41
C10	S34°54'40"E	19.79	75.00	19.85
C11	N28°33'11"W	36.23	50.00	37.07
C12	N74°50'14"W	42.33	50.00	43.70
C13	S56°20'36"W	46.13	50.00	47.51
C14	S31°19'44"W	36.20	50.00	37.04
C15	S37°07'44"E	45.76	50.00	47.53
C16	S77°27'27"E	14.51	50.00	14.56
C17	N62°17'02"W	47.43	75.00	48.25
C18	N00°49'33"E	35.36	25.00	39.27
C19	S89°10'27"E	35.36	25.00	39.27
C20	N32°57'43"W	29.19	75.00	29.37
C21	N20°52'32"W	2.27	75.00	2.27
C22	N44°56'44"W	42.16	50.00	43.32
C23	S88°30'28"W	36.83	50.00	37.72
C24	S41°45'26"W	42.48	50.00	43.88
C25	S61°58'41"E	55.18	50.00	55.95
C26	S57°39'15"E	54.58	50.00	57.74
C27	N85°07'17"W	3.45	75.00	3.46
C28	N61°50'48"W	50.47	75.00	51.48
C29	N27°45'39"W	42.43	75.00	43.01
C30	S17°28'43"E	10.67	50.00	10.69
C31	S50°58'25"E	45.51	50.00	47.25
C32	N79°51'40"E	38.15	50.00	39.14
C33	N33°02'25"E	42.29	50.00	44.32
C34	N14°24'43"W	25.87	50.00	26.69
C35	N60°30'19"W	42.47	50.00	43.81
C36	S78°54'40"E	45.37	25.00	57.34
C37	N89°03'27"W	35.36	25.00	39.27
C38	S46°27'35"E	27.85	275.00	27.86
C39	S49°01'24"E	4.22	275.00	4.22
C40	N47°27'34"W	16.93	225.00	16.93
C41	N00°38'12"W	35.36	25.00	39.27
C42	N40°51'04"E	10.87	75.00	10.88
C43	N70°44'49"E	45.71	75.00	46.45
C44	S75°42'19"W	22.10	50.00	22.28
C45	S32°12'47"W	51.12	50.00	53.66
C46	S17°49'11"E	53.03	50.00	53.67
C47	S57°39'17"E	35.79	50.00	35.96
C48	N27°44'52"E	41.02	50.00	42.27
C49	N34°44'38"E	31.93	50.00	32.50
C50	S27°17'39"W	28.92	75.00	29.11
C51	S41°11'26"W	8.30	75.00	8.31
C52	S89°41'47"W	35.36	25.00	39.27
C53	N30°40'36"W	53.98	75.00	55.15
C54	N00°24'32"E	52.11	75.00	53.22
C55	S32°08'38"E	57.65	50.00	61.44
C56	S74°33'08"E	45.20	50.00	46.90
C57	N41°31'02"E	60.26	50.00	64.68
C58	N22°24'38"W	44.68	50.00	46.12
C59	S39°08'04"E	23.84	75.00	23.94
C60	S23°14'49"E	18.48	75.00	18.52
C61	N28°51'44"W	65.90	150.00	66.45
C62	N43°25'40"W	9.92	150.00	9.92
C63	S00°18'17"E	35.36	25.00	39.27
C64	S89°41'47"W	35.36	25.00	39.27
C65	N32°06'28"W	33.41	75.00	33.69
C66	N00°06'12"E	28.95	75.00	29.13
C67	S21°37'35"E	40.38	50.00	41.57
C68	S77°40'03"E	44.97	50.00	46.64
C69	N56°47'15"E	41.98	50.00	43.22
C70	N13°15'59"E	32.06	50.00	32.64
C71	N36°05'18"W	50.99	50.00	53.50
C72	S84°46'45"E	5.14	75.00	5.14
C73	S24°03'34"E	22.83	75.00	22.92
C74	N44°27'22"W	1.31	100.00	1.31

Certification of Approval of Public Sanitary Sewer System - Major Subdivision

This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local regulations.

First UD of Knox County
Utility Provider
Edwin Smyth — Jan 29, 2021
Authorized Signature for Utility

Certification of Approval of Public Water System - Major Subdivision

This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.

First UD of Knox County
Utility Provider
Edwin Smyth — Jan 29, 2021
Authorized Signature for Utility

Taxes and Assessments

This is to certify that all property taxes and assessments due on this property have been paid.

City Tax Clerk: Signed: _____
Date _____
ED SHOUSE
Knox County Trustee: Signed: ED SHOUSE
Date Jan 27, 2021

Addressing Department Certification

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.

Signed: _____
Date: 2/1/2021

Zoning

Zoning Shown on Official Map: PR
Date: 2/1/2021
By: Emily Dills

DETENTION EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L10	N15°35'36"E	40.40
L11	N31°40'30"E	11.56
L12	N27°03'49"W	12.74
L13	N55°29'31"W	19.46
L14	S80°27'31"W	92.69
L15	S90°52'33"W	271.25
L16	S44°47'01"E	114.83

BEFORE YOU DIG STOP CALL 1-800-351-1111 TENNESSEE ONE CALL IT'S THE LAW

GRAPHIC SCALE
40 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

GPS SURVEY NOTE:
ALL BOUNDARY MONUMENTS AND SURVEY CONTROL WAS PERFORMED USING GPS RECEIVER: TOPCON HIPER SR NETWORK ROVER, DUAL FREQUENCY WAS USED (L1,L2) GPS SURVEY PERFORMED WAS NETWORK ADJUSTED REAL TIME KINEMATICS BASED ON TDOT GNSS NETWORK NAD83(NSRS2007) VERTICAL DATUM IS NAVD88, GEOID09. PRECISION OF THE GPS WORK RPA: 4 CM PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED). DISTANCES HAVE NOT BEEN REDUCED TO GRID.

NOTE: NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR AND OTHER EASEMENTS AND/OR CONDITIONS NOT APPARENT IN THE FIELD MAY EXIST OR NOT EXIST, AND MAY BE REVEALED BY A TITLE SEARCH BY A TITLE ATTORNEY.

NOTES:

1. IRON PINS SET AT ALL CORNERS, BY THIS SURVEY, UNLESS OTHERWISE NOTED. ALL NEW PROPERTY MONUMENTS ARE 1/2" x 18" REBAR IRON PINS WITH PLASTIC CAP STAMPED "LYNCH 2447".
2. PROPERTY ZONED: PR <5 du/ac
   MINIMUM SETBACKS:
   FRONT: 20'
   SIDE: 5'
   REAR: 15'
   PERIPHERAL: 35 FT.
3. THE REQUIRED UTILITY AND DRAINAGE EASEMENT SHALL BE TEN (10) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHTS-OF-WAY (INCLUDING JOINT PERMANENT EASEMENTS). EASEMENTS OF FIVE (5) FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES. THESE EASEMENTS ARE NOT REQUIRED ALONG SPECIFIC LOT LINES FOR PROPERTY THAT IS ZONED TO ALLOW LESS THAN A FIVE (5) FOOT BUILDING SETBACK AND SHALL BE CLEARLY NOTED ON THE FINAL PLAT.
4. PARCELS: MAP: 132 PARCELS 049.23 & 049.22
5. DEED INFORMATION: 20200107-0045367
6. TN GRID NAD83 (NSRS 2007)
7. 15' PERMANENT UTILITY EASEMENT 7.5' ON EACH SIDE OF ALL WATER AND SANITARY SEWER LINES AS INSTALLED AND A 20' DRAINAGE EASEMENT 10.0' ON EACH SIDE OF ALL STORMWATER LINES AS INSTALLED (EXCEPT AS SHOWN OTHERWISE).
8. ALL LOTS TO HAVE ACCESS TO INTERIOR STREET SYSTEM ONLY.
9. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO METROPOLITAN PLANNING COMMISSION'S FILES 11-SA-19-C & 11-B-19-UR.
10. THIS PROPERTY DOES NOT LIE WITHIN A 100/500 YEAR FLOOD ZONE PER FLOOD INSURANCE RATE MAP NUMBER: 47093C0064F EFFECTIVE DATE: MAY 02, 2007.
11. HOMEOWNERS ASSOCIATION DOCUMENTS ARE RECORDED AS INSTRUMENT NO. 20200610 0034513.
12. THIS SURVEY INDICATES ONE OR MORE PROPERTY BOUNDARY ENCROACHMENTS. IT HAS NOT BEEN ADDRESSED BY PLAT. HOWEVER AGENCIES, OWNERS ARE RESPONSIBLE FOR RESOLVING PROPERTY BOUNDARY CONFLICTS.
13. SOUTHERN RAILWAY HOLDS A 50' RIGHT-OF-WAY FROM CENTERLINE OF RAILROAD TRACKS. THE PROPERTY LINES SHOWN HEREON ADJOINING SOUTHERN RAILWAY ARE REPRESENTATIVE OF HISTORICAL RECORD DOCUMENTS AND DO LIE APPROXIMATELY 50' FROM THE CENTERLINE OF THE EXISTING RAILROAD RAILS.
14. SUBJECT TO DECLARATION OF ABANDONMENT OF CERTAIN ELECTRIC TRANSMISSION LINE RIGHT OF WAY BY UNITED STATES OF AMERICA AND TENNESSEE VALLEY AUTHORITY AS FOUND IN INSTRUMENT NUMBER: 197207170034799 IN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.

Certification of Final Plat – All Indicated Markers, Monuments and Benchmarks to be Set Where Construction is Completed.

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all applicable provisions of the Knoxville-Knox County Subdivision Regulations except as has been itemized, described and justified in report filed with the Planning Commission, or for variances and waivers which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, and benchmarks and property monuments upon completion of the subdivision.

Registered Land Surveyor: _____
Tennessee License No.: 2447
Date: 01/27/2021

Certification of Class and Accuracy of Survey

I HEREBY CERTIFY THAT THIS IS A CATEGORY "IV" SURVEY IN ACCORDANCE WITH THE TENNESSEE STANDARDS OF PRACTICE

Certification of the Accuracy of Survey

Survey accuracy shall meet the requirements of the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.

I hereby certify that this survey was prepared in compliance with the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.

Registered Land Surveyor: _____
Tennessee License No.: 2447
Date: 01/27/2021

RYAN S. LYNCH — TENNESSEE LAND SURVEYOR — No. 2447

FINAL PLAT OF:

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
FEB 01 2021
JOHN WHITEHEAD
BY: D.E.P.

PS: 11-CC-20

SURVEY FOR:

Knox TL Lot Acquisition, LLC
405 Montbrook Lane
Knoxville, Tennessee 37919
Phone: (865) 454-3727

The Glen at West Valley
Unit II
District 6, Knox County, Tennessee

PROJECT NO. 3929-17
SHEET NO. 2 of 2

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

REVISIONS	
DRAWN BY: M. STRANGE	1 12/17/2020 PS COMMENTS
CHECKED BY: R. LYNCH	2 01/27/2021 FUD EASEMENTS
APPROVED BY: R.S.L.	3
SCALE 1"=100'	4
DATE: 10/28/2020	5
	6

Knox County Tennessee Road Acceptance

Name of Subdivision: Spradlin Place Units 1 & 2
Developer: Spradlin Place Development, LLC.
Commission District: 7
Inspector:
Date: December 13, 2024

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Park Grove Lane	228 LF	$8,047.37
Hollow Oak Lane	584 LF	$20,612.57
Stillglen Lane	812 LF	$28,659.95
Country Brook Lane	2068 LF	$72,991.09
Lantern Ridge Lane	883 LF	$31,165.93
Briarhill Lane	209 LF	$7,376.76
Glen Eagle Lane	999 LF	$35,260.20
	Total Miles 1.10	Total $204,113.87

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 200508080012164 & 200701050055172 and any ROW that may have been dedicated along Pleasant Ridge Road.

New Road Checklist:

Name of Subdivision: Spradlin Place Units 1 & 2
Inspector:
Date Surfaced: 2009

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - ✓ Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - ✓ Street is free of standing water
- ☐ Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

_____

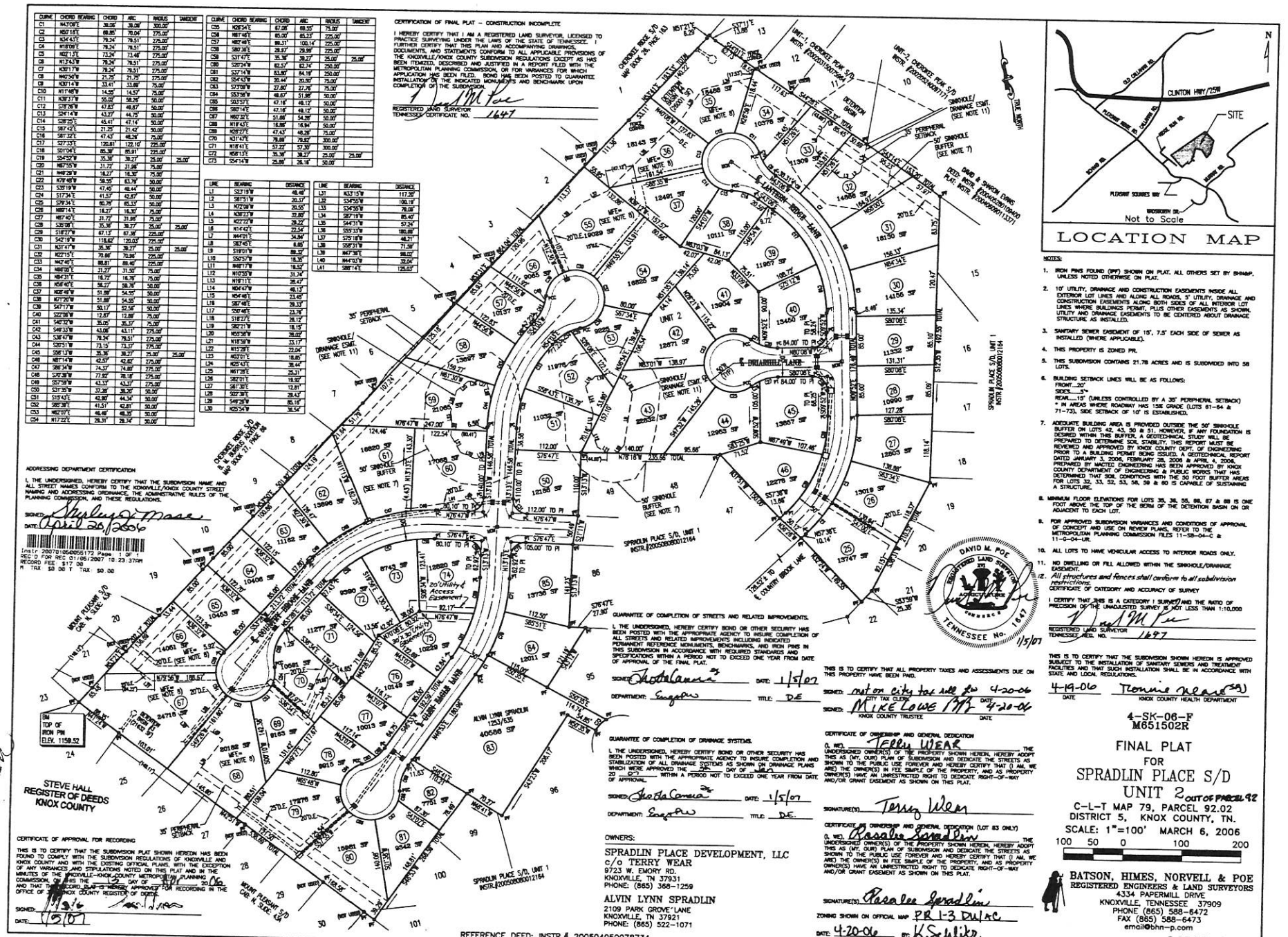
_____

  - EPW file # 104-134

Recommended for road acceptance: Yes

Construction Assurance Coordinator — Date: 12/13/2024

Construction Services Supervisor — Date: 12/13/24

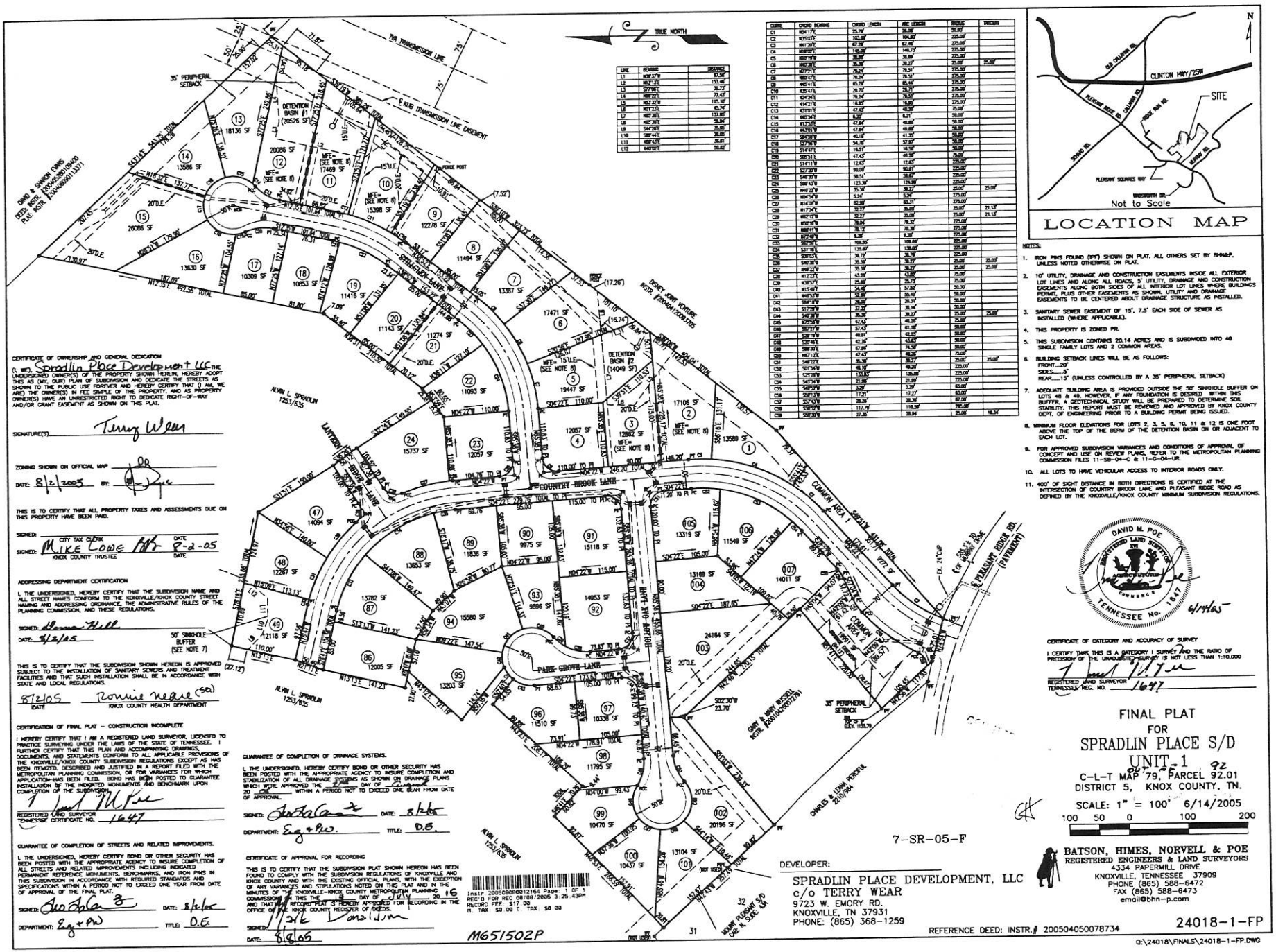


CURVE	CHORD BEARING	CHORD	ARC	RADIUS	TANGENT
C1	N43°09'E	36.06'	38.09'	300.00'	
C2	N55°18'E	68.85'	70.04'	275.00'	
C3	N34°43'E	74.24'	78.51'	275.00'	
C4	N18°09'E	78.24'	78.51'	275.00'	
C5	N02°13'E	73.24'	73.46'	275.00'	
C6	N13°43'W	78.24'	78.51'	275.00'	
C7	N30°17'W	78.24'	78.51'	275.00'	
C8	N40°50'W	21.75'	21.75'	275.00'	
C9	N30°14'W	33.41'	33.68'	75.00'	
C10	N11°48'W	14.55'	14.57'	75.00'	
C11	N38°37'W	55.32'	58.20'	50.00'	
C12	S78°26'W	47.83'	49.87'	50.00'	
C13	S24°14'W	43.27'	44.75'	50.00'	
C14	S28°25'E	45.41'	47.14'	50.00'	
C15	S89°42'E	21.25'	21.42'	50.00'	
C16	S81°32'E	47.43'	48.26'	75.00'	
C17	S27°33'E	120.81'	122.10'	225.00'	
C18	S01°04'E	85.38'	85.91'	225.00'	
C19	S04°50'W	55.32'	58.20'	50.00'	25.00'
C20	N67°55'W	31.72'	31.98'	75.00'	
C21	N48°29'W	16.27'	16.30'	75.00'	
C22	N78°48'W	58.55'	63.78'	50.00'	
C23	S35°19'W	47.45'	48.44'	50.00'	
C24	S17°34'E	41.57'	42.87'	50.00'	
C25	S79°34'E	60.76'	65.32'	50.00'	
C26	N69°14'E	16.27'	16.30'	75.00'	
C27	N67°46'E	31.72'	31.98'	75.00'	
C28	S35°08'E	35.36'	39.27'	25.00'	25.00'
C29	S18°27'W	67.13'	67.38'	225.00'	
C30	S42°19'W	118.62'	120.03'	225.00'	
C31	N31°47'W	35.36'	39.27'	25.00'	25.00'
C32	N22°15'E	70.66'	70.96'	225.00'	
C33	N42°40'E	89.81'	89.40'	225.00'	
C34	N66°05'E	31.27'	31.50'	75.00'	
C35	N84°31'E	16.72'	16.76'	75.00'	
C36	N58°40'E	56.27'	58.76'	50.00'	
C37	N28°48'W	51.89'	54.55'	50.00'	
C38	N71°20'W	51.89'	54.55'	50.00'	
C39	S47°17'W	50.17'	52.54'	50.00'	
C40	S22°08'W	12.87'	12.88'	75.00'	
C41	S40°32'W	35.05'	35.37'	75.00'	
C42	S46°33'W	43.08'	43.11'	275.00'	
C43	S36°47'W	78.24'	78.51'	275.00'	
C44	S26°51'W	73.15'	73.37'	275.00'	
C45	S06°13'W	35.36'	39.27'	25.00'	25.00'
C46	N87°11'W	42.57'	42.62'	275.00'	
C47	S86°34'W	74.37'	74.89'	275.00'	
C48	S70°38'W	77.92'	78.18'	275.00'	
C49	S57°58'W	43.33'	43.37'	275.00'	
C50	S31°35'W	37.28'	38.20'	50.00'	
C51	S15°43'E	42.89'	44.34'	50.00'	
C52	S85°38'E	41.51'	42.81'	50.00'	
C53	N82°09'E	46.46'	48.35'	50.00'	
C54	N17°22'E	28.31'	28.34'	50.00'	

CURVE	CHORD BEARING	CHORD	ARC	RADIUS	TANGENT
C55	N28°54'E	67.08'	69.55'	75.00'	
C56	N81°48'E	65.00'	65.23'	225.00'	
C57	N82°48'E	99.31'	100.14'	225.00'	
C58	S86°38'E	28.37'	28.99'	225.00'	
C59	S31°47'E	35.36'	39.27'	25.00'	25.00'
C60	S00°24'W	62.57'	62.74'	250.00'	
C61	S37°14'W	83.80'	84.18'	250.00'	
C62	N31°47'E	35.44'	20.80'	75.00'	
C63	S73°08'W	27.80'	27.80'	300.00'	
C64	S53°58'W	48.67'	51.88'	50.00'	
C65	S03°57'E	47.16'	49.12'	50.00'	
C66	S80°14'E	47.16'	49.12'	50.00'	
C67	N80°32'E	51.88'	54.39'	50.00'	
C68	N18°43'E	16.86'	16.94'	50.00'	
C69	N28°27'E	47.43'	48.26'	75.00'	
C70	N31°47'E	78.88'	79.92'	300.00'	
C71	N18°43'E	57.22'	57.30'	300.00'	
C72	N56°13'E	35.36'	39.27'	25.00'	25.00'
C73	S54°14'W	25.88'	26.16'	50.00'	

LINE	BEARING	DISTANCE
L1	S27°19'W	48.48'
L2	S81°51'W	20.17'
L3	N72°39'W	20.50'
L4	N36°23'W	22.89'
L5	N22°22'W	28.22'
L6	N14°42'E	22.54'
L7	N44°01'E	34.84'
L8	S87°45'E	8.85'
L9	S18°01'W	88.32'
L10	S50°57'W	18.35'
L11	N48°17'W	18.52'
L12	N10°25'W	31.74'
L13	N19°11'E	28.47'
L14	N04°47'W	48.13'
L15	N04°48'E	23.46'
L16	S87°48'E	29.32'
L17	S07°48'E	23.76'
L18	S18°27'E	28.12'
L19	S82°21'W	18.15'
L20	N05°38'W	38.02'
L21	N18°39'W	33.17'
L22	N15°28'E	22.04'
L23	N03°01'E	18.80'
L24	N25°43'E	38.44'
L25	N61°28'E	25.31'
L26	S82°31'E	18.92'
L27	S81°30'E	12.81'
L28	S02°38'E	28.43'
L29	S49°28'W	85.16'
L30	N05°54'W	36.54'

LINE	BEARING	DISTANCE
L31	N35°15'W	117.20'
L32	S34°26'W	100.19'
L33	S34°26'W	78.08'
L34	S87°19'W	85.40'
L35	S44°31'W	57.24'
L36	S55°33'W	180.88'
L37	S75°18'W	46.21'
L38	S08°31'W	71.39'
L39	N47°38'E	98.00'
L40	N44°01'W	32.04'
L41	S86°14'E	125.63'



LINE	BEARING	DISTANCE
L1	N36°37'E	67.09'
L2	N13°13'E	153.46'
L3	S77°08'E	38.73'
L4	N88°32'E	77.43'
L5	N53°32'W	115.93'
L6	N60°13'E	45.74'
L7	N83°38'E	137.95'
L8	N83°38'E	38.06'
L9	S44°28'E	35.85'
L10	S89°44'E	36.05'
L11	N89°43'E	38.81'
L12	N40°02'E	58.62'

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS	TANGENT
C1	N04°17'E	25.79'	26.09'	56.00'	
C2	N35°03'E	163.88'	164.88'	225.00'	
C3	N61°28'E	67.28'	67.48'	225.00'	
C4	N19°02'E	146.09'	146.73'	275.00'	
C5	N80°19'W	36.68'	36.68'	275.00'	
C6	N80°19'W	36.18'	36.27'	25.00'	25.00'
C7	N77°21'E	76.34'	76.51'	275.00'	
C8	N83°43'E	76.24'	76.35'	275.00'	
C9	N62°41'E	65.79'	65.44'	275.00'	
C10	N35°47'E	26.76'	26.71'	275.00'	
C11	N24°24'E	76.24'	76.33'	275.00'	
C12	N14°23'E	16.85'	16.85'	275.00'	
C13	N31°01'E	47.43'	48.26'	75.00'	
C14	N48°34'E	6.28'	6.31'	58.00'	
C15	N13°53'E	47.84'	48.88'	58.00'	
C16	N43°01'W	47.84'	48.88'	58.00'	
C17	S84°38'W	46.18'	47.25'	58.00'	
C18	S27°36'W	24.78'	57.97'	58.00'	
C19	S14°47'E	18.51'	18.58'	58.00'	
C20	S50°53'E	47.43'	48.26'	75.00'	
C21	S14°11'W	12.83'	13.83'	225.00'	
C22	S27°28'W	98.08'	98.81'	225.00'	
C23	S46°28'W	98.51'	99.67'	225.00'	
C24	S66°43'W	133.39'	134.88'	225.00'	
C25	N49°23'W	35.36'	39.27'	25.00'	25.00'
C26	N49°23'W	35.36'	39.27'	25.00'	25.00'
C27	N40°56'E	5.34'	5.34'	275.00'	
C28	N14°08'W	62.89'	63.31'	275.00'	
C29	N11°29'E	32.27'	35.89'	25.00'	21.13'
C30	N82°12'E	32.27'	35.89'	25.00'	21.13'
C31	N52°18'E	76.04'	76.32'	275.00'	
C32	N65°41'E	76.13'	76.38'	275.00'	
C33	N29°48'E	6.28'	6.28'	275.00'	
C34	S61°18'E	168.55'	168.69'	225.00'	
C35	S61°18'E	138.63'	138.63'	225.00'	
C36	S09°13'E	30.72'	30.78'	225.00'	
C37	S40°38'W	35.36'	39.27'	25.00'	25.00'
C38	S40°38'W	35.36'	39.27'	25.00'	25.00'
C39	N48°22'W	43.39'	43.60'	25.00'	
C40	N13°57'E	25.88'	25.73'	75.00'	
C41	N13°48'E	54.48'	57.52'	50.00'	
C42	N48°53'W	52.81'	55.49'	50.00'	
C43	S84°18'W	28.88'	28.91'	50.00'	
C44	S17°28'W	17.22'	35.14'	50.00'	
C45	S40°38'W	35.36'	39.27'	25.00'	25.00'
C46	N70°58'W	47.43'	48.26'	75.00'	
C47	S67°17'W	51.18'	51.18'	50.00'	
C48	S28°18'W	48.81'	43.02'	58.00'	
C49	S26°48'E	42.38'	43.62'	50.00'	
C50	S88°20'E	67.89'	74.52'	58.00'	
C51	N60°12'E	42.43'	48.26'	75.00'	
C52	S48°23'E	35.36'	39.27'	25.00'	25.00'
C53	S07°34'W	48.18'	48.33'	225.00'	
C54	S25°39'W	133.83'	135.88'	225.00'	
C55	S40°34'W	21.88'	21.88'	225.00'	
C56	S48°02'W	3.29'	3.29'	63.00'	
C57	S09°13'E	17.21'	17.27'	63.00'	
C58	S57°43'W	38.39'	38.39'	87.00'	
C59	S38°30'W	117.79'	118.28'	296.00'	
C60	S58°39'W	37.35'	38.84'	25.00'	16.34'

LOCATION MAP

NOTES:

1. IRON PINS FOUND ("IPF") SHOWN ON PLAT. ALL OTHERS SET BY BHN&P, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL EXTERIOR LOT LINES AND ALONG ALL ROADS, 5' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS ALONG BOTH SIDES OF ALL INTERIOR LOT LINES WHERE BUILDINGS PERMIT, PLUS OTHER EASEMENTS AS SHOWN. UTILITY AND DRAINAGE EASEMENTS TO BE CENTERED ABOUT DRAINAGE STRUCTURE AS INSTALLED.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. THIS PROPERTY IS ZONED PR.
5. THIS SUBDIVISION CONTAINS 20.14 ACRES AND IS SUBDIVIDED INTO 48 SINGLE FAMILY LOTS AND 2 COMMON AREAS.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....20'
   SIDES.....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
7. ADEQUATE BUILDING AREA IS PROVIDED OUTSIDE THE 50' SINKHOLE BUFFER ON LOTS 48 & 49. HOWEVER, IF ANY FOUNDATION IS DESIRED WITHIN THIS BUFFER, A GEOTECHNICAL STUDY WILL BE PREPARED TO DETERMINE SOIL STABILITY. THIS REPORT MUST BE REVIEWED AND APPROVED BY KNOX COUNTY DEPT. OF ENGINEERING PRIOR TO A BUILDING PERMIT BEING ISSUED.
8. MINIMUM FLOOR ELEVATIONS FOR LOTS 2, 3, 5, 6, 10, 11 & 12 IS ONE FOOT ABOVE THE TOP OF THE BERM OF THE DETENTION BASIN ON OR ADJACENT TO EACH LOT.
9. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF CONCEPT AND USE ON REVIEW PLANS, REFER TO THE METROPOLITAN PLANNING COMMISSION FILES 11-SB-04-C & 11-C-04-UR.
10. ALL LOTS TO HAVE VEHICULAR ACCESS TO INTERIOR ROADS ONLY.
11. 400' OF SIGHT DISTANCE IN BOTH DIRECTIONS IS CERTIFIED AT THE INTERSECTION OF COUNTRY BROOK LANE AND PLEASANT RIDGE ROAD AS DEFINED BY THE KNOXVILLE/KNOX COUNTY MINIMUM SUBDIVISION REGULATIONS.

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

I, (WE), Spradlin Place Development LLC THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREIN, HEREBY ADOPT THIS AS (MY, OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT (I AM, WE ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNRESTRICTED RIGHT TO DEDICATE RIGHT-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

SIGNATURE(S): Terry Wear

ZONING SHOWN ON OFFICIAL MAP: PR

DATE: 8/2/2005 BY:

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ CITY TAX CLERK DATE

SIGNED: Mike Lowe 8-2-05 KNOX COUNTY TRUSTEE DATE

ADDRESSING DEPARTMENT CERTIFICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SUBDIVISION NAME AND ALL STREET NAMES CONFORM TO THE KNOXVILLE/KNOX COUNTY STREET NAMING AND ADDRESSING ORDINANCE, THE ADMINISTRATIVE RULES OF THE PLANNING COMMISSION, AND THESE REGULATIONS.

SIGNED: Donna Hill

DATE: 8/2/05

THIS IS TO CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS APPROVED SUBJECT TO THE INSTALLATION OF SANITARY SEWERS AND TREATMENT FACILITIES AND THAT SUCH INSTALLATION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.

8/2/05 DATE Ronnie Neque (sc) KNOX COUNTY HEALTH DEPARTMENT

CERTIFICATION OF FINAL PLAT - CONSTRUCTION INCOMPLETE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED TO PRACTICE SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE MONUMENTS AND BENCHMARK UPON COMPLETION OF THE SUBDIVISION.

REGISTERED LAND SURVEYOR
TENNESSEE CERTIFICATE NO. 1647

GUARANTEE OF COMPLETION OF STREETS AND RELATED IMPROVEMENTS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION OF ALL STREETS AND RELATED IMPROVEMENTS INCLUDING INDICATED PERMANENT REFERENCE MONUMENTS, BENCHMARKS, AND IRON PINS IN THIS SUBDIVISION IN ACCORDANCE WITH REQUIRED STANDARDS AND SPECIFICATIONS WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL OF THE FINAL PLAT.

SIGNED: DATE: 8/16/05

DEPARTMENT: Eng + PW TITLE: D.E.

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO INSURE COMPLETION AND STABILIZATION OF ALL DRAINAGE SYSTEMS AS SHOWN ON DRAINAGE PLANS WHICH WERE APPROVED THE 2nd DAY OF August 20 05 WITHIN A PERIOD NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL.

SIGNED: DATE: 8/16/05

DEPARTMENT: Eng + PW. TITLE: D.E.

CERTIFICATE OF APPROVAL FOR RECORDING

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF KNOXVILLE AND KNOX COUNTY AND WITH THE EXISTING OFFICIAL PLANS, WITH THE EXCEPTION OF ANY VARIANCES AND STIPULATIONS NOTED ON THIS PLAT AND IN THE MINUTES OF THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION OF THIS THE 18 DAY OF July 20 05 AND THAT THIS RECORD PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED: DATE: 8/18/05

Instr: 200508080012164 Pages: 1 OF 1
REC'D FOR REC 08/08/2005 3:25:43PM
RECORD FEE: $17.00
M. TAX: $0.00 T. TAX: $0.00

DAVID M. POE
REGISTERED LAND SURVEYOR
TENNESSEE No. 1647
6/14/05

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000

REGISTERED LAND SURVEYOR
TENNESSEE REG. NO. 1647

FINAL PLAT
FOR
SPRADLIN PLACE S/D
UNIT-1

C-L-T MAP 79, PARCEL 92.01
DISTRICT 5, KNOX COUNTY, TN.

SCALE: 1" = 100' 6/14/2005

100 50 0 100 200

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473
email@bhn-p.com

24018-1-FP

Q:\24018\FINALS\24018-1-FP.DWG

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Towering Oaks Subdivision
Developer: Mesana Investments, LLC.
Commission District: 6
Inspector: David Willett
Date: December 13, 2024

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Poppyseed Lane	614 LF	$ 22,280.42
Spearmint Lane	614 LF	$ 22,280.42
Curly Top Lane	1504 LF	$ 54,576.15
	Total Miles 0.52	Total: $99,136.99

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202211230031132 and any ROW that may have been dedicated along Hatmaker Ln.

New Road Checklist:

Name of Subdivision: Towering Oaks Subdivision
Inspector: Dennis Irwin
Date Surfaced: November 2022

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - Street signs
  - Stop signs
  - Speed limits signs
  - Street is free of standing water
- Sidewalks are located within the ROW
- Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

_____

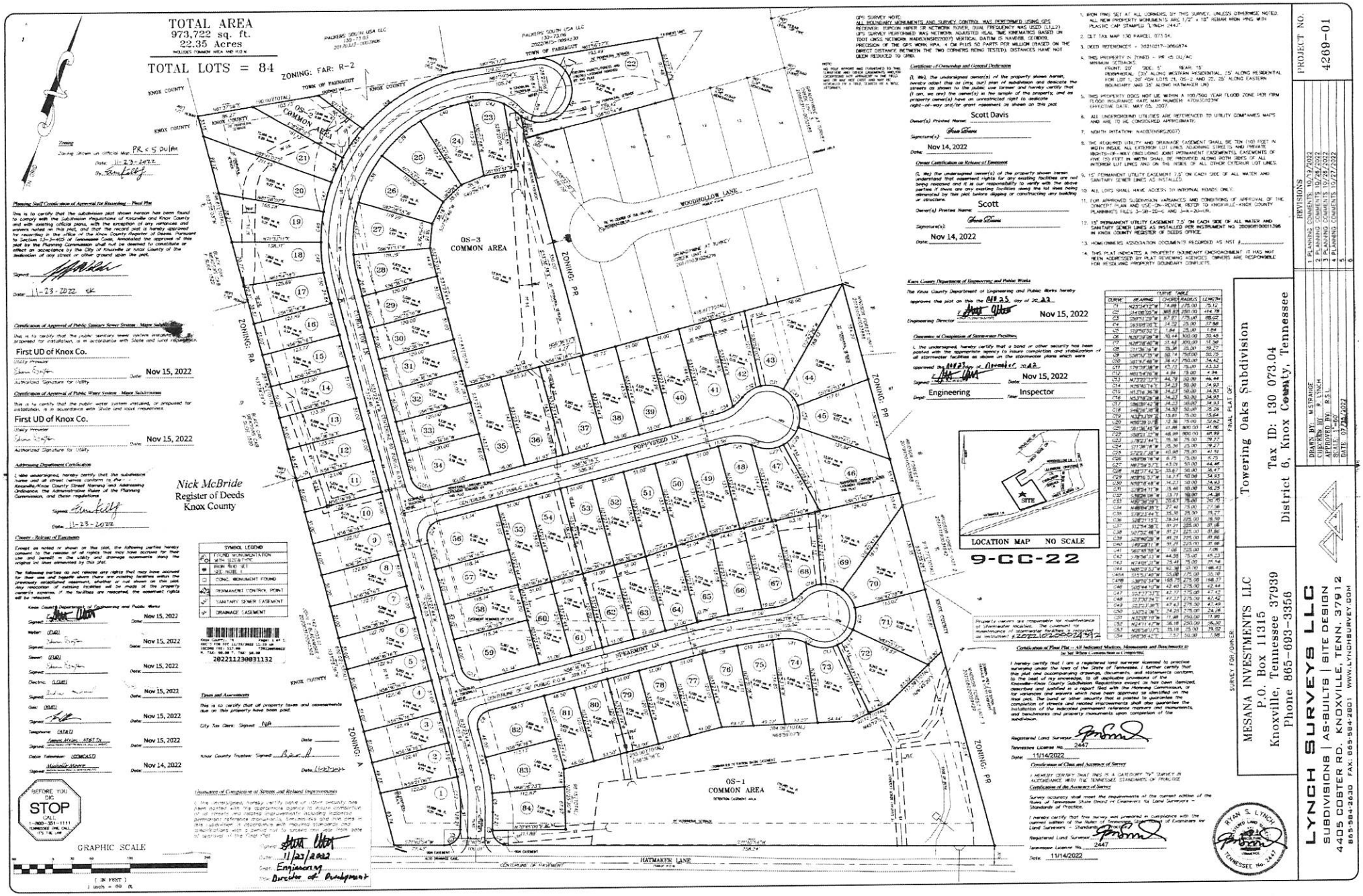
_____

- ✓ EPW file # 121-081
- ✓ Silt bags have been removed from catch basins

Recommended for road acceptance: Yes

Land Development Construction Inspector — Date: 12/13/24

Construction Services Supervisor — Date: 12/13/24



GPS SURVEY NOTE:
ALL BOUNDARY MONUMENTS AND SURVEY CONTROL WAS PERFORMED USING GPS RECEIVER: EMPION HIPER SR NETWORK ROVER, DUAL FREQUENCY WAS USED (L1,L2). GPS SURVEY PERFORMED WAS NETWORK ADJUSTED REAL TIME KINEMATICS BASED ON TDOT GNSS NETWORK. HORIZONTAL(NAD83(2007)) VERTICAL DATUM IS NAVD88, GEOID09. PRECISION OF THE GPS WORK WAS 4 CM PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED). DISTANCES HAVE NOT BEEN REDUCED TO GRID.

1. IRON PINS SET AT ALL CORNERS BY THIS SURVEY, UNLESS OTHERWISE NOTED. ALL NEW PROPERTY MONUMENTS WAS 1/2" x 18" REBAR WITH PIN WITH PLASTIC CAP STAMPED "LYNCH 2447"
2. CITY TAX MAP 130 PARCEL 071.54.
3. DEED REFERENCES - 202107270066674
4. THIS PROPERTY IS ZONED - PR <5 DU/AC
MINIMUM SETBACKS
FRONT: 20' SIDE: 5' REAR: 15'
PERIMETRAL 25' ALONG WESTERN RESIDENTIAL, 35' ALONG RESIDENTIAL FOR LOT 1, 20' FOR LOTS 13, 05-12 AND 22, 25' ALONG EASTERN BOUNDARY AND 15' ALONG HATMAKER LN.
5. THIS PROPERTY DOES NOT LIE WITHIN A 100/500 YEAR FLOOD ZONE PER FIRM (FLOOD INSURANCE RATE MAP NUMBER: 47093C0329K EFFECTIVE DATE: MAY 05, 2007.
6. ALL UNDERGROUND UTILITIES ARE REFERENCED TO UTILITY COMPANIES MAPS AND ARE TO BE CONSIDERED APPROXIMATE.
7. NORTH ROTATION: NAD83(NSRS2007)
8. THE REQUIRED UTILITY AND DRAINAGE EASEMENT SHALL BE TEN (10) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHTS-OF-WAY (INCLUDING JOINT PERMANENT EASEMENTS). EASEMENTS OF FIVE (5) FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES.
9. 15' PERMANENT UTILITY EASEMENT 7.5' ON EACH SIDE OF ALL WATER AND SANITARY SEWER LINES AS INSTALLED
10. ALL LOTS SHALL HAVE ACCESS TO INTERNAL ROADS ONLY.
11. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO KNOXVILLE-KNOX COUNTY PLANNING'S FILES 3-SB-22-C AND 3-A-22-UR.
12. 15' PERMANENT UTILITY EASEMENT 7.5' ON EACH SIDE OF ALL WATER AND SANITARY SEWER LINES AS INSTALLED PER INSTRUMENT NO. 20090818000113%
13. HOMEOWNERS ASSOCIATION DOCUMENTS RECORDED AS INST #_____
14. THIS PLAT INDICATES A PROPERTY BOUNDARY ENCROACHMENT. IT HAS NOT BEEN ADDRESSED BY PLAT REVIEWING AGENCIES. OWNERS ARE RESPONSIBLE FOR RESOLVING PROPERTY BOUNDARY CONFLICTS.

Zoning
Zoning Shown on Official Map: PR < 5 DU/Ac
Date: 11-23-2022
By: [signature]

Planning Staff Certification of Approval for Recording – Final Plat
This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-402 of Tennessee Code, annotated the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.
Signed: [signature]
Date: 11-23-2022

Certification of Approval of Public Sanitary Sewer Systems - Major Subdivisions
This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local requirements.
First UD of Knox Co.
Utility Provider
Date: Nov 15, 2022
Authorized Signature for Utility

Certification of Approval of Public Water Systems - Major Subdivisions
This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local requirements.
First UD of Knox Co.
Utility Provider
Date: Nov 15, 2022
Authorized Signature for Utility

Addressing Department Certification
I, the undersigned, hereby certify that the subdivision names and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.
Signed: [signature]
Date: 11-23-2022

Owners - Release of Easements
Except as noted or shown on this plat, the following parties hereby consent to the release of all rights that may have accrued for their use and benefit in the utility and drainage easements along the original lot lines eliminated by this plat.
The following parties do not release any rights that may have accrued for their use and benefit where there are existing facilities within the previously established easement, whether or not shown on this plat. Any relocation of existing facilities will be made at the property owner's expense. If the facilities are relocated, the easement rights will be released.

Knox County Department of Engineering and Public Works
Signed: [signature] Date: Nov 15, 2022
Water: (KUB)
Signed: [signature] Date: Nov 15, 2022
Sewer: (KUB)
Signed: [signature] Date: Nov 15, 2022
Electric: (LCUB)
Signed: [signature] Date: Nov 15, 2022
Gas: (KUB)
Signed: [signature] Date: Nov 15, 2022
Telephone: (AT&T)
Signed: James Miller, AT&T Tn Date: Nov 15, 2022
Cable Television: (COMCAST)
Signed: Maddie Starr Date: Nov 14, 2022

SYMBOL LEGEND

○	FOUND MONUMENTATION WITH SIZE & TYPE
●	IRON ROD SET SEE NOTE 1
□	CONC. MONUMENT FOUND
⊕	PERMANENT CONTROL POINT
SS	SANITARY SEWER EASEMENT
D	DRAINAGE EASEMENT

Taxes and Assessments
This is to certify that all property taxes and assessments due on this property have been paid.
City Tax Clerk: Signed: NA Date
Knox County Trustee: Signed: [signature] Date: 11/23/2022

Certification of Completion of Streets and Related Improvements
I, the undersigned, hereby certify that all of those streets and related improvements, including associated permanent reference monuments, controlling and the lots in this subdivision in accordance with required standards and specifications and I further certify that each lot has safe access to the public street.
Signed: [signature] 11/23/2022
Dept: Engineering
Title: Director of Development

Owner(s) Certification of Ownership and Dedication
(I, We), the undersigned owner(s) of the property shown hereon, hereby adopt this plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat.
Owner(s) Printed Name: Scott Davis
Signature(s): [signature]
Date: Nov 14, 2022

Owner Certification on Release of Easements
(I, We) the undersigned owner(s) of the property shown hereon understand that easement rights for any existing facilities are not being released and it is our responsibility to verify with the above parties if there are any existing facilities owning the lot lines being eliminated by this plat before digging or constructing any building or structure.
Owner(s) Printed Name: Scott
Signature(s): [signature]
Date: Nov 14, 2022

Knox County Department of Engineering and Public Works
The Knox County Department of Engineering and Public Works hereby approves this plat on this the 14th day of November 2022
Engineering Director: [signature] Nov 15, 2022

Guarantee of Completion of Stormwater Facilities
I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved this 14th day of November 2022
Signed: [signature] Nov 15, 2022
Dept: Engineering Title: Inspector

CURVE TABLE

CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N23°24'42"W	14.88	175.00	15.12
C2	S14°08'29"W	169.83	250.00	174.78
C3	S36°13'39"E	91.77	275.00	185.02
C4	S83°59'05"E	34.72	25.00	37.88
C5	S73°50'52"E	1.84	25.00	1.84
C6	S12°28'08"W	16.44	300.00	32.45
C7	N28°18'40"W	31.48	300.00	31.50
C8	S13°26'19"W	55.36	25.00	59.13
C9	S67°36'19"W	50.74	250.00	50.75
C10	S81°47'48"W	34.42	250.00	34.42
C11	N87°58'39"W	43.13	25.00	43.13
C12	N85°47'16"W	4.84	25.00	4.84
C13	N73°22'17"E	44.79	50.00	46.44
C14	N76°36'41"E	54.22	50.00	54.93
C15	N7°17'16"E	34.27	50.00	34.83
C16	N53°38'29"W	34.27	50.00	34.83
C17	S86°39'41"E	54.93	50.00	54.93
C18	S46°06'16"E	34.83	50.00	35.29
C19	N34°31'01"E	15.61	75.00	15.64
C20	N50°07'39"E	52.36	75.00	52.62
C21	S81°36'45"E	41.88	800.00	41.90
C22	S58°51'12"W	48.99	800.00	49.99
C23	S73°31'10"W	19.27	75.00	19.22
C24	S71°36'18"W	19.27	75.00	19.27
C25	S73°31'10"W	51.53	75.00	51.53
C26	S73°31'10"W	6.75	75.00	6.75
C27	N81°39'47"E	43.71	50.00	44.46
C28	N42°27'42"E	54.87	50.00	56.47
C29	N76°36'41"E	54.27	50.00	54.93
C30	N78°14'48"E	14.27	50.00	14.93
C31	N58°51'12"E	49.99	800.00	49.99
C32	S78°36'18"W	14.27	50.00	14.25
C33	S86°39'41"W	43.71	50.00	44.46
C34	N42°27'42"E	54.87	50.00	56.47
C35	S78°21'54"E	55.16	25.00	55.27
C36	S28°21'13"E	39.34	225.00	39.39
C37	S73°36'18"W	19.27	75.00	19.22
C38	S01°06'48"E	91.21	225.00	91.86
C39	S28°46'28"E	91.21	225.00	91.86
C40	S01°06'48"E	91.21	225.00	91.86
C41	S60°55'58"W	1.08	225.00	1.08
C42	S78°36'41"W	44.56	175.00	45.23
C43	N86°39'41"E	43.71	50.00	44.46
C44	N86°39'41"E	62.38	50.00	66.43
C45	S13°26'19"W	55.36	25.00	59.13
C46	S28°21'13"E	168.75	275.00	168.37
C47	S08°44'13"W	42.40	275.00	42.44
C48	S01°06'48"E	91.21	275.00	91.86
C49	S28°46'28"E	91.21	275.00	91.86
C50	S01°06'48"E	47.27	275.00	47.32
C51	S12°51'38"E	47.43	275.00	47.49
C52	S23°31'10"W	19.27	75.00	19.22
C53	N73°31'10"E	11.48	250.00	11.99
C54	N24°11'47"W	36.18	250.00	36.20
C55	N16°36'18"E	19.27	75.00	19.22
C56	S86°36'41"E	1.57	50.00	1.58

Property owners are responsible for maintenance of stormwater facilities. The covenant for maintenance is recorded in Book 2222 Page 2412 as Instrument # 202210280021412

Certification of Final Plat – All Indicated Monuments, Monuments and Benchmarks to be Set When Construction is Completed
I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee; further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all requirements of the Knoxville-Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Planning Commission, or for variances and waivers which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements also guarantee the installation of the indicated permanent reference markers and monuments, and benchmarks and property monuments upon completion of the subdivision.
Registered Land Surveyor: [signature]
Tennessee License No. 2447
Date: 11/14/2022

Certification of Class and Accuracy of Survey
I HEREBY CERTIFY THAT THIS IS A CATEGORY "A" SURVEY IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE
Certification of the Accuracy of Survey
Survey accuracy shall meet the requirements of the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.
I hereby certify that this survey was prepared in compliance with the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice
Registered Land Surveyor: [signature]
Tennessee License No. 2447
Date: 11/14/2022

RYAN S. LYNCH
REGISTERED LAND SURVEYOR
TENNESSEE No. 2447

SURVEY FOR/OWNER
MESANA INVESTMENTS LLC
P.O. Box 11315
Knoxville, Tennessee 37939
Phone 865-693-3356

FINAL PLAT OF:
Towering Oaks Subdivision
Tax ID: 130 073.04
District 6, Knox County, Tennessee

REVISIONS	
1. PLANNING COMMENTS	10/19/2022
2. PLANNING COMMENTS	10/26/2022
3. PLANNING COMMENTS	11/14/2022
4. PLANNING COMMENTS	11/17/2022
5.	
6.	

PROJECT NO. 4269-01

DRAWN BY: M.STRAIGE
CHECKED BY: R. LYNCH
APPROVED BY: R.S.L.
SCALE: 1"=60'
DATE: 07/26/2022

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

Knox County Tennessee Road Acceptance

Name of Subdivision: Bent Branch Subdivision
Developer: Plains Development, LLC
Commission District 7
Inspector: Duane Nielsen
Date: November 27, 2024

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Whisper Lane	667 LF	$25,882.86
	0.13 Miles	Total $25,882.86

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202305080059855, and any ROW that may have been dedicated along E Copeland Drive.

New Road Checklist:

Name of Subdivision: Bent Branch Subdivision
Inspector:
Date Surfaced: April 24, 2023

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - Street signs
  - Stop signs
  - Speed limits signs
  - Children at play signs
  - No Outlet signs if applicable
  - Street is free of standing water

Sidewalks are located within the ROW
Bridge(s) spanning 20' or more located within this road section

- If yes, provide a brief description:

_____

_____

- EPW file # 122-076

Recommended for road acceptance: Yes

_____ 11/27/2024

Land Development Construction Inspector — Date

_____ 11/27/2024

Construction Services Supervisor — Date

TOTAL AREA
11.0 Acres
INCLUDES COMMON AREA AND R.O.W.
TOTAL BUILDING LOTS = 33
OPEN SPACE LOTS = 2

Zoning
PR (Planned Residential) up to 3 du/ac
Zoning Shown on Official Map: _____
Date: 5/8/2023
By: _____

Addressing Department Certification
I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinances, the Administrative Rules of the Planning Commission, and these regulations.
Signed: _____
Date: 5/5/2023

Property owners are responsible for maintenance of Stormwater facilities. The covenant for maintenance of stormwater facilities is recorded as instrument # 202304280057992

Taxes and Assessments
This is to certify that all property taxes and assessments due on this property have been paid.
City Tax Clerk: Signed: _____
Date _____
Knox County Trustee: Signed: _____
Date May 1, 2023

Certificate of Ownership and General Dedication
I, We), the undersigned owner(s) of the property shown herein, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat
Owner(s) Printed Name: Robert. Gregory
Signature(s): _____
Date: May 1, 2023

SYMBOL LEGEND			
○ / ●	FOUND MONUMENTATION W/SIZE & TYPE	⊡	CONC. MONUMENT
⊛	SET MONUMENTATION (SEE NOTE 1)	D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASE.		
F/H	FIRE HYDRANT		
LINE LEGEND			
— — — — — —	HILLSIDE PROTECTION		
— — — — — —	CLOSED CONTOUR		
— — — — — —	BUFFER		

LOCATION MAP NO SCALE

Knox County Department of Engineering and Public Works
The Knox County Department of Engineering and Public Works hereby approves this plat on this the _____ day of 20_____
Engineering Director: Tim Gewalter by Zarrel Irvin May 4, 2023

Certification of Approval of Public Sanitary Sewer Systems - Major Subdivisions
This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local regulations.
Hallsdale-Powell Utility District
Utility Provider
Derek Frase Date: May 2, 2023
Authorized Signature for Utility

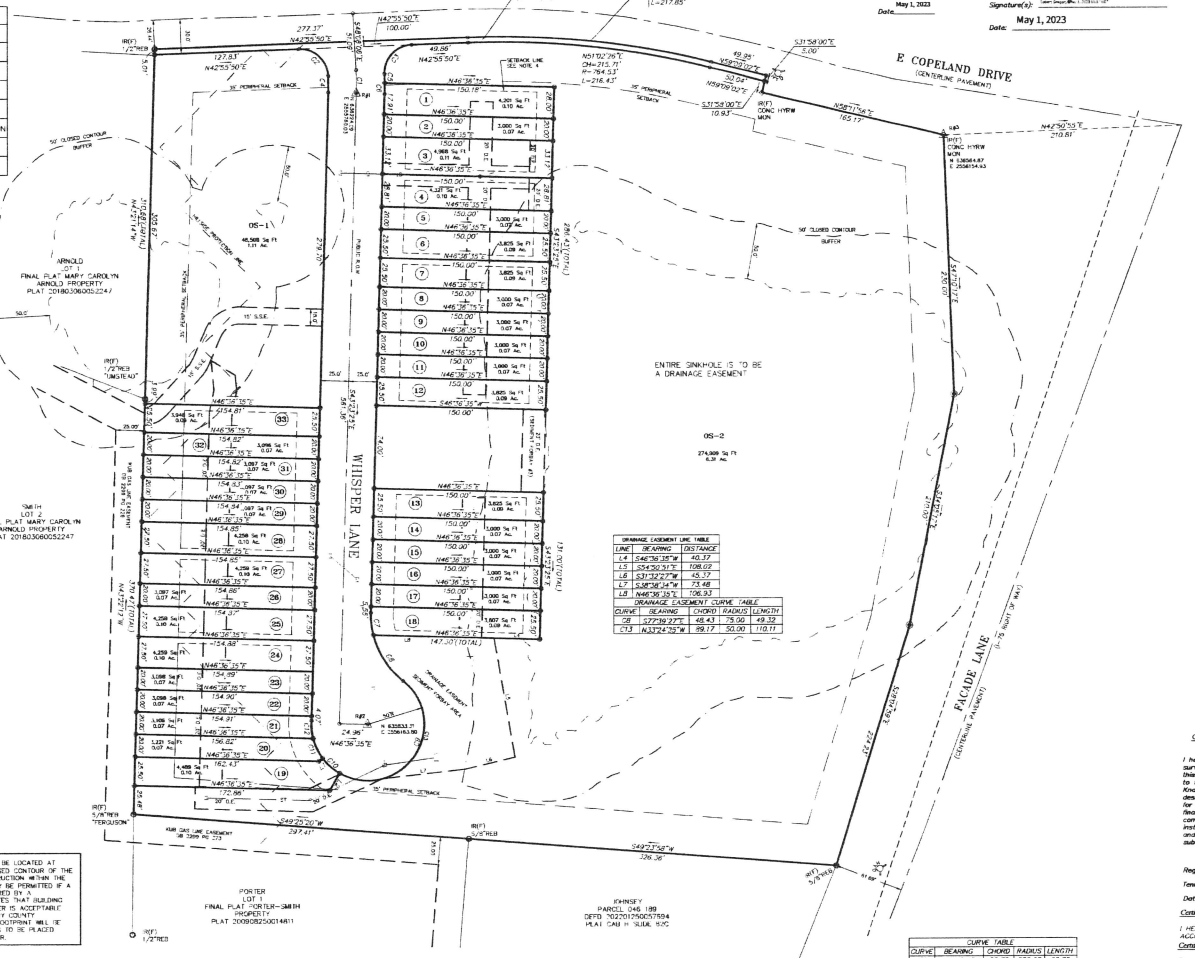
Certification of Approval of Public Water Systems - Major Subdivisions
This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.
Hallsdale-Powell Utility District
Utility Provider
Derek Frase Date: May 2, 2023
Authorized Signature for Utility

Inspection of Completed Streets and Related Improvements.
I, the undersigned, hereby certify this subdivision has been inspected and all streets and related improvements have been completed in a manner that meets all city standards and specifications and have been officially accepted as built by the appropriate official(s).
Tim Gewalter by Zarrel Irvin
Signed: _____
Date: May 4, 2023
Dept: Engineering & Public Works
Title: Director

Guarantee of Completion of Stormwater Facilities.
I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the 4th day of May 23
Tim Gewalter by Zarrel Irvin Date: May 4, 2023
Signed: _____
Dept: Engineering & Public Works Title: Director

Planning Staff Certification of Approval for Recording - Final Plat
This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.
Signed: _____
Date: 5/8/2023

ALL STRUCTURES WILL HAVE TO BE LOCATED AT LEAST 50' FROM THE LAST CLOSED CONTOUR OF THE SINKHOLE ON THIS SITE. CONSTRUCTION WITHIN THE 50' SINKHOLE BUFFER MAY ONLY BE PERMITTED IF A GEOTECHNICAL STUDY IS PREPARED BY A REGISTERED ENGINEER AND STATES THAT BUILDING WITHIN THE 50' SINKHOLE BUFFER IS ACCEPTABLE AND THE STUDY IS APPROVED BY COUNTY ENGINEERING. AN ENGINEERING FOOTPRINT WILL BE REQUIRED FOR ANY STRUCTURES TO BE PLACED WITHIN THE 50' SINK-HOLE BUFFER.


E COPELAND DRIVE
(CENTERLINE PAVEMENT)
WHISPER LANE
FACADE LANE
(CENTERLINE PAVEMENT)
OS-1
OS-2
ENTIRE SINKHOLE IS TO BE A DRAINAGE EASEMENT
ARNOLD LOT 2 FINAL PLAT MARY CAROLYN ARNOLD PROPERTY PLAT 201803060052247
SMITH LOT 2 FINAL PLAT MARY CAROLYN ARNOLD PROPERTY PLAT 201803060052247
PORTER LOT 1 FINAL PLAT PORTER-SMITH PROPERTY PLAT 200908250014611
JOHNSEY PARCEL 048 189 DEED 202011250057594 PLAT CAB H SLIDE 93C
SETBACK LINE SEE NOTE 6
50' PERIPHERAL SETBACK
50' CLOSED CONTOUR BUFFER
15' S.S.E.
20' D.E.
S42°25'50"E 277.37'
N42°55'50"E 100.00'
N42°55'50"E 127.83'
S49°20'20"W 297.41'
S49°27'58"W 326.36'
N42°55'50"E 210.81'
S31°58'00"E 5.00'
N58°01'54"E 165.77'
S31°58'00"E 10.93'
N51°02'26"E CH=217.12' R=769.53' L=217.65'
N51°02'26"E CH=213.71' R=764.53' L=216.47'
S42°25'50"E 274.62'
S42°25'50"E 274.62'
N42°25'50"E 274.62'
N42°25'50"E 274.62'
N46°36'15"E 154.81'
N46°36'15"E 154.82'
N46°36'15"E 154.84'
N46°36'15"E 154.85'
N46°36'15"E 154.86'
N46°36'15"E 154.87'
N46°36'15"E 154.88'
N46°36'15"E 154.99'
N46°36'15"E 154.90'
N46°36'15"E 154.91'
N46°36'15"E 156.82'
N46°36'15"E 162.41'
N46°36'15"E 147.30' (TOTAL)
N46°36'15"E 24.36'
N46°36'15"E 150.00'
S46°36'15"W 150.00'
S46°36'15"W 150.10'
S46°36'15"W 150.00'
S46°36'15"W 150.00'
S46°36'15"W 150.00

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Brandywine at Pepper Ridge
Developer: Hughston Homes of Tennessee, LLC.
Commission District: 6
Inspector:
Date: November 26, 2024

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Pepper Ridge Lane	722 LF	$28,017.13
	Total Miles 0.14	Total $28,017.13

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202005150075938, and any ROW that may have been dedicated along N Campbell Station Road.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: Brandywine at Pepper Ridge
Inspector: William Nelms
Date Surfaced: May 26, 2020

- ✓ Curbs are backfilled
- ○ Correct signs have been installed per the MUTCD manual
  - Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - Street is free of standing water

  Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
  - ○ If yes, provide a brief description:

_____

_____

  - ○ EPW file # 117-046

Recommended for road acceptance: Yes

Construction Assurance Coordinator — Date: 11/27/2024

Construction Services Supervisor — Date: 11/27/2024

Knox County, TN
REC'D FOR REC 5/13/2020 1:46 PM
RECORD FEE: $17.00
M. TAX: $0.00 T. TAX: $0.00
20200515007593 8

DocuSign Envelope ID: 6751BCA3-4D56-4D33-A2D4-74D3B8C35651

FINAL PLAT of BRANDYWINE AT PEPPER RIDGE

BEING LOCATED ON CLT MAP 117 AND REPRESENTED AS PARCEL 011
SITUATED WITHIN THE SIXTH CIVIL DISTRICT OF KNOX COUNTY, TENNESSEE
WITHOUT THE CORPORATE LIMITS OF THE CITY OF KNOXVILLE, TENNESSEE

Nick McBride
Register of Deeds
Knox County

TENNESSEE STATE PLANE GRID NORTH (NAD 1983)

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

(I, We) Hughston Homes of Tennessee, LLC the undersigned owner(s) of the property shown hereon, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat.

Owner(s) Printed Name: Hughston Homes of Tennessee, LLC
Signature(s): Jack Hughston
Date: 5/11/2020

CERTIFICATION OF FINAL PLAT – ALL INDICATED MARKERS, MONUMENTS AND BENCHMARKS TO BE SET WHEN CONSTRUCTION IS COMPLETED

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all applicable provisions of the Knoxville–Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Planning Commission, or for variances and waivers which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, benchmarks and property monuments upon completion of the subdivision.

Registered Land Surveyor: Benjamin A. Mooney
Tennessee License No.: 1501
Date: 24 April 2020

CERTIFICATION OF CATEGORY AND ACCURACY OF SURVEY

I hereby certify that this is a Category [illegible] Survey and the ratio of precision of the unadjusted survey is greater than 1:10,000 as shown hereon and that said survey was performed in accordance with current edition of the Rules of the Tennessee Board of Examiners for Land Surveyors–Standards of Practice.

Registered Land Surveyor: Benjamin A. Mooney
Tennessee Certificate No.: 1501
Date: 24 April 2020

CERTIFICATION OF APPROVAL OF PUBLIC SANITARY SEWER SYSTEM– MAJOR SUBDIVISIONS

This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with state and local regulations.

Utility Provider: West Knox Utility District
Authorized Signature:
Date: 5/11/2020

CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM – MAJOR SUBDIVISIONS

This is to certify that the public water systems installed, or proposed for installation, is in accordance with State and local regulations.

Utility Provider: West Knox Utility District
Authorized Signature:
Date: 5/11/2020

ZONING

Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows:

Zoning Shown on Official Map: PR < 2 DU/AC
Date: 5/15/2020
By:

ADDRESSING DEPARTMENT CERTIFICATION

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.

Signed: Date: 5/15/2020

CERTIFICATION BY THE KNOX COUNTY DEPARTMENT OF ENGINEERING

The Knox County Department of Engineering and Public works hereby approves this plat on this the ____ day of ____, 2020.

Engineering Director:
Signature:
Date: 5/13/20

TAXES AND ASSESSMENTS

This is to certify that all property taxes and assessments due on this property have been paid.

Knox County Trustee
Signed: Ed Shouse by MP Date: 5-14-2020

INSPECTION OF COMPLETED STREETS AND RELATED IMPROVEMENTS:

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference markers and monuments, benchmarks and property monuments in this subdivision in accordance with required standards and specifications.

Signed:
Date: 5/13/20
Dept: ENG
Title: PE

INSPECTION OF COMPLETED STORMWATER FACILITIES:

I, the undersigned, hereby certify this subdivision has been inspected and the stormwater facilities have been completed in a manner that meets all city and county standards and specifications (whichever is appropriate) and are fully stabilized and have been officially accepted as built by the appropriate office(s).

Signed:
Date: 5/13/20
Dept: ENG
Title: PE

PLANNING STAFF APPROVAL FOR RECORDING – FINAL PLAT

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulation of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13–3–402 of Tennessee Code, Annotated, the approval of this plat by the Planning Commission shall not be deemed to constitute of effect an acceptance by the City of Knoxville of Knox County of the dedication of any street or other ground upon the plat.

Signature:
Date: 5/15/2020 EK

COUNTERSIGNED
KNOX COUNTY REGISTER OF DEEDS
MAY 15 2020

OWNERS

HUGHSTON HOMES OF TENNESSEE, LLC
8219 N CROSSING CT
FORTSON, GEORGIA 31808
(706) 568–7650

SIGN EASEMENT CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD
SC4–TIE	25.00	3.97	S 26°14'46" W	3.96
SC5	25.00	35.30	N 06°44'45" W	32.44

SIGN EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
SL2	S 67°34'28" E	23.44
SL3	S 12°21'29" W	17.16
SL4	S 49°44'32" W	14.52
SL5	N 47°17'35" W	4.22

25' EXCLUSIVE ACCESS EASEMENT CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD
AC1	66.00	20.56	S 11°31'38" W	20.47
AC2	24.00	60.43	S 69°31'49" E	45.69
AC3	54.00	7.36	N 34°25'56" E	7.35

25' ACCESS EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
AL1	S 04°38'19" W	118.47
AL2	S 24°46'36" W	74.43
AL3	S 20°27'00" W	48.00
AL4	S 02°36'16" W	45.77

RIGHT–OF–WAY DEDICATION TABLE

LINE	BEARING	DISTANCE
L1	S 50°41' W	18.39
L2*	N 24°24' W	188.43
L3*	N 18°43' W	65.99
L4*	N 03°34' W	68.89
L5*	N 09°49' E	108.46
L6*	N 25°06' E	67.30
L7*	N 38°49' E	77.84
L8	S 42°45' E	15.89

SIGHT DISTANCE EASEMENT CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD
SC1–TIE	75.00	13.20	S 42°09'04" E	13.18
SC2	75.00	91.56	S 02°09'08" E	85.98
SC3–TIE	75.00	13.20	S 37°52'52" W	13.18

SIGHT DISTANCE EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
SL1	N 02°08'08" W	85.98

PROPERTY CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	578.50	138.58	N 29°36'17" W	138.25
C2	5017.82	240.06	N 24°05'41" W	240.04
C3	318.41	40.20	N 21°50'52" W	40.18
C4	318.41	53.00	N 10°45'40" W	82.76
C5	318.41	84.60	N 04°18'56" E	84.35
C6	318.41	83.35	N 19°25'38" E	83.12
C7	318.41	88.18	N 34°51'11" E	87.86
C8	25.00	39.28	N 87°47'56" E	35.36
C9	75.00	117.96	S 02°08'06" E	106.17
C10	275.00	44.37	S 38°18'02" W	44.32
C11	275.00	54.36	S 28°00'56" W	54.27
C12	275.00	56.66	S 16°25'47" W	56.76
C13	275.00	57.49	S 04°31'03" W	57.39
C14	50.00	68.81	S 40°53'56" E	63.51
C15	50.00	34.00	N 88°11'41" E	33.35
C16	50.00	51.33	N 31°11'20" E	49.28
C17	50.00	36.72	N 19°23'34" W	35.90
C18	75.00	25.67	N 30°36'40" W	25.54
C19	75.00	66.68	N 04°39'12" E	64.48
C20	225.00	22.02	N 32°55'56" E	22.01
C21	225.00	28.28	N 39°19'22" E	28.26
C22	125.00	26.68	N 36°48'30" E	26.63
C23	125.00	88.81	N 10°58'16" E	87.86
C24	125.00	47.31	N 21°18'37" W	47.03
C25	125.00	32.89	N 39°40'34" W	32.71
C26	25.00	39.28	N 02°12'04" W	35.36
C27	25.00	42.41	N 84°19'22" E	37.51
C28	25.00	39.27	N 02°04'37" W	35.36
C29	16.50	25.92	S 87°55'23" W	23.33
C30	16.50	25.92	S 02°04'37" E	23.33
C31	61.00	19.00	S 11°31'38" W	18.92
C32	66.00	25.79	N 11°31'38" E	25.68

PROPERTY LINE TABLE

LINE	BEARING	DISTANCE
L9	N 36°26'59" W	11.02
L10	N 36°26'59" W	45.67
L11	N 22°43'27" W	55.23
L12	N 42°47'26" E	1.70
L13	N 42°47'26" E	64.89
L14	N 42°47'26" E	60.00
L15	N 42°47'26" E	60.00
L16	N 42°47'26" E	60.00
L17	N 42°47'26" E	60.00
L18	N 42°47'26" E	58.47
L19	N 42°47'26" E	100.00
L20	S 47°11'35" E	12.55
L21	S 42°56'23" W	5.89
L22	S 42°56'23" W	60.00
L23	S 42°56'23" W	60.00
L24	S 42°56'23" W	60.00
L25	S 42°56'23" W	60.00
L26	S 42°56'23" W	13.71
L27	N 42°56'23" E	64.93
L28	N 42°56'23" E	47.50
L29	N 42°56'23" E	60.00
L30	N 42°56'23" E	54.69
L31	N 43°55'23" E	32.49
L32	N 47°11'35" W	12.58

PROPERTY LINE TABLE

LINE	BEARING	DISTANCE
L33	N 06°59'30" E	63.01
L34	N 72°36'10" W	9.61
L35	N 02°36'16" E	35.75
L36	N 20°27'00" E	35.75
L37	N 24°46'36" E	59.12
L38	N 24°46'36" E	12.51
L39	N 03°08'48" E	11.68
L40	N 03°08'48" E	36.76
L41	S 42°56'23" W	60.00
L42	S 47°04'37" E	26.40
L43	S 44°31'17" W	47.02
L44	S 42°56'23" W	9.00
L45	N 47°04'37" W	27.00
L46	S 42°56'23" W	13.50
L47	S 47°04'37" E	8.50
L48	S 42°56'23" W	25.57
L49	S 42°56'23" W	9.93
L50	S 24°46'36" W	6.64
L51	S 47°04'37" E	24.26
L52	S 20°27'00" W	47.81
L53	S 02°36'16" W	42.36
L54	S 47°04'37" E	32.53
L55	N 03°08'48" E	20.39
L56	N 03°08'48" E	27.95

LEGEND

- 5/8" IRON PIN W/CAP SET
- IRON PIN FOUND
- CONTROL MONUMENT
- FOUND CALLS
- S 42° 18' 16" W — EASEMENT CALLS
- 72.92'* — PERIMETER BOUNDARY CALLS
- (3) — LOT NUMBERS
- BARBED WIRE FENCE
- CENTERLINE STREAM
- NATURAL AREA PRESERVATION EASEMENT
- COMMON AREA/STORMWATER DETENTION AREA & DRAINAGE EASEMENT
- 30' DRAINAGE EASEMENT
- 11' DRAINAGE EASEMENT
- 15' UTILITY EASEMENT INST. #20200108004504S
- RIGHT–OF–WAY DEDICATION
- SIGN EASEMENT

GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

NOTES

1. SUBJECT PROPERTY STANDS IN THE NAME OF HUGHSTON HOMES OF TENNESSEE, LLC AND IS OF RECORD AS INSTRUMENT #20190607000139SI AND PLAT OF RECORD IN MAP CABINET G, SLIDE 17A, WITHIN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.
2. THE PURPOSE OF THIS PLAT IS TO CREATE A 24 LOT SUBDIVISION, COMMON AREA/STORMWATER DETENTION & DRAINAGE EASEMENT, TWO PRIVATE RIGHTS–OF–WAY, A NATURAL AREA PRESERVATION EASEMENT AND A RIGHT–OF–WAY DEDICATION WITHIN A 20.022± ACRE PARCEL.
3. PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH, NO TITLE WORK FURNISHED TO SURVEYOR PRIOR TO SURVEY.
4. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DETERMINATION OR LOCATION OF ANY UNDERGROUND CONDITIONS NOT VISIBLE AND INCLUDING BUT NOT LIMITED TO, SOILS, GEOLOGICAL CONDITIONS, PHYSICAL STRUCTURES AND PIPELINES OR BURIED CABLES AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY THAT MAY ARISE OUT OF THE MARKING OF OR FAILURE TO MAKE SUCH DETERMINATION OR LOCATION OF ANY SUBSURFACE CONDITION. FOR UNDERGROUND UTILITY LOCATION CALL 1–800–351–1111 (TN ONE CALL).
5. IRON PIN CORNER MARKERS AT ALL LOT CORNERS, UNLESS DESIGNATED OTHERWISE.
6. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X", BEING OUTSIDE THE AREA DESIGNATED AS HAVING A 1% ANNUAL CHANCE OF FLOODING, PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 47093C0237G AND NO. 47093C0241G, LAST REVISED ON AUGUST 5, 2013.
7. "TENNESSEE STATE PLANE" NORTH REPRESENTATIVE OF SURVEY PREPARED BY MARK C. TUCKER, OF ROBERT G. CAMPBELL & ASSOCIATES, L.P., BEING DATED 08 JANUARY 2007 AND BEARING PROJECT NUMBER 17005.
8. PROPERTY IS ZONED "PR(2 DU/AC" AGRICULTURAL, WITH BUILDING SETBACKS PER SAID REQUIRED ZONING.
   FRONT – 20'
   SIDE – 5'
   REAR – 15'
   PERIMETER – MINIMUM OF 25', BUT AS SHOWN.
9. A STANDARD UTILITY AND DRAINAGE EASEMENT SITUATED ALONG LOT LINES IN A SUBDIVISION, SHALL BE DEDICATED TO THE PUBLIC AND TO THE APPROPRIATE UTILITY AGENCIES AS FOLLOWS:
   THESE DESIGNATED EASEMENTS SHALL BE TEN (10) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHTS–OF–WAY (INCLUDING JOINT PERIMETER PLAT EASEMENTS). EASEMENTS OF FIVE (5) FEET IN WIDTH SHALL BE PROVIDED ALONG EACH SIDE OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES. SUCH DEDICATION SHALL BE INDICATED ON THE FINAL PLAT OF THE SUBDIVISION. THESE EASEMENTS ARE NOT REQUIRED ALONG SPECIFIC LOT LINES FOR PROPERTY THAT IS ZONED TO ALLOW LESS THAN A FIVE (5) FOOT BUILDING SETBACK AND SHALL BE CLEARLY NOTED ON THE FINAL PLAT.
10. FOR PROPERTY CONTROL OF THIS SURVEY, RTK GPS POSITIONAL DATA WAS OBSERVED ON THE DATES OF 10–17–19 AND 10–21–19 UTILIZING A LEICA GR20D GNSS ANTENNA, NORTH BASED ON TDOT REFERENCE STATION 'TN16, REFERENCED TO NAD 83 (CORS96) EPOCH 2002.0, GEOID MODEL: GEOID18).
11. THE PERIMETER PROPERTY BOUNDARIES AS REPRESENTED HEREON ARE REFLECTIVE OF A GENERAL PROPERTY SURVEY PREPARED BY MARK C. TUCKER, OF ROBERT G. CAMPBELL & ASSOC., L.P., BEING DATED 08 JANUARY 2007 AND BEARING PROJECT NUMBER 17005. BENCHMARK ASSOCIATES, INC. HAS FIELD LOCATED PROPERTY CORNERS AS REPRESENTED ON SAID SURVEY AND FOUND MONUMENTS TO BE REASONABLY REFLECTIVE OF SAID SURVEY, HOWEVER, BENCHMARK ASSOCIATES, INC. IS NOT ATTESTING TO AGREE OR DISAGREE WITH BOUNDARY DECISIONS ASSOCIATED WITH SAID SURVEY.
12. COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES OF RECORD AT INSTRUMENT #20200612000484OR, IN THE REGISTER'S OFFICE FOR KNOX COUNTY, TENNESSEE.
13. SUBJECT TO EASEMENT RESERVED AND SET OUT IN DEED BOOK 1855, PAGE 70 IN REGARD TO A SPRING.
14. ALL LOTS SHALL HAVE VEHICULAR ACCESS TO INTERNAL ROADS ONLY.
15. A HOMEOWNER'S ASSOCIATION SHALL BE ESTABLISHED TO ADDRESS MAINTENANCE OF THE COMMON AREAS.
16. THE PRIVATE RIGHTS–OF–WAY WILL ALSO SERVE AS A UTILITY EASEMENT.
17. A 15' UTILITY EASEMENT IN FAVOR OF KNOXVILLE UTILITY BOARD IS RECORDED AS INSTRUMENT #20200108004504S WITHIN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.
18. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE–ON–REVIEW, REFER TO METROPLAN AND PLANNING COMMISSION'S FILES 11–SD–19–C & 11–A–19–UR.
19. A WAIVER WAS GRANTED BY KNOX COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT REDUCING THE RIGHT–OF–WAY WIDTH FROM 44' FROM CENTERLINE TO 42' FROM CENTERLINE ON N. CAMPBELL STATION ROAD.

SUBDIVISION VARIANCES:

1. REDUCE THE REQUIRED LOT DEPTH FOR DOUBLE FRONTAGE LOTS FROM 150' TO 111'.
2. REDUCE THE REQUIRED K VALUE AT THE NON–CONTIGUOUS LEG OF A TEE INTERSECTION FROM 15' TO 12'.

PLANNING SERVICES FILE #1–0–20

Knox County, TN
REC'D FOR REC 5/13/2020 1:46 PM
RECORD FEE: $17.00
M. TAX: $0.00 T. TAX: $0.00
20200515007593 8

AREA BEFORE:

PARCEL 011	872,254± SQ. FT. 20.024± ACRES
TOTAL	872,254± SQ. FT. 20.024± ACRES

AREA AFTER:

LOT 1	7,804± SQ. FT. 0.179± ACRES
LOT 2	6,747± SQ. FT. 0.155± ACRES
LOT 3	6,738± SQ. FT. 0.155± ACRES
LOT 4	6,731± SQ. FT. 0.155± ACRES
LOT 5	6,722± SQ. FT. 0.154± ACRES
LOT 5	6,936± SQ. FT. 0.159± ACRES
LOT 7	6,680± SQ. FT. 0.199± ACRES
LOT 8	8,634± SQ. FT. 0.200± ACRES
LOT 9	9,207 SQ. FT. 0.211± ACRES
LOT 10	9,410± SQ. FT. 0.216± ACRES
LOT 11	11,288± SQ. FT. 0.258± ACRES
LOT 12	9,214± SQ. FT. 0.211± ACRES
LOT 13	10,619± SQ. FT. 0.244± ACRES
LOT 14	59,656± SQ. FT. 1.369± ACRES
LOT 15	37,447± SQ. FT. 0.859± ACRES
LOT 16	66,006± SQ. FT. 1.515± ACRES
LOT 17	38,108± SQ. FT. 0.875± ACRES
LOT 18	10,357± SQ. FT. 0.238± ACRES
LOT 19	7,350± SQ. FT. 0.165± ACRES
LOT 20	8,585± SQ. FT. 0.197± ACRES
LOT 21	9,811± SQ. FT. 0.225± ACRES
LOT 22	13,614± SQ. FT. 0.312± ACRES
LOT 23	14,129± SQ. FT. 0.324± ACRES
LOT 24	13,795± SQ. FT. 0.316± ACRES
COMMON AREA/ STORMWATER DETENTION AREA & DRAINAGE EASEMENT	62,482± SQ. FT. 1.434± ACRES
PINESPUR WAY	8,872± SQ. FT. 0.204± ACRES
NATURAL AREA PRESERVATION EASEMENT	347,108± SQ. FT. 7.968± ACRES
PEPPER RIDGE RD	39,108± SQ. FT. 0.898± ACRES
R.O.W. DEDICATION	26,989± SQ. FT. 0.620± ACRES
TOTAL	872,254± SQ. FT. 20.024± ACRES

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BENCHMARK ASSOCIATES, INC.
Land Planners ◆ Land Surveyors
10308 Hardin Valley Road
Knoxville, Tennessee 37932
Phone (865) 692–4090
Facsimile (865) 692–4091

FINAL PLAT OF
BRANDYWINE AT PEPPER RIDGE
N CAMPBELL STATION ROAD
KNOXVILLE, TENNESSEE 37932

DATE: 29 AUGUST 2019
SCALE: 1" = 80'
DRAWN BY: LCAC
FILE NAME: 19156-SD-NEW2
BM PROJECT NO.: 19156

SUBDIVISION PLAT

SHEET 1 of 1

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Wellington Chase
Developer: Landview
Commission District: 3
Inspector:
Date: November 27, 2024

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Arbor Gate Lane	443 LF	$16,075.29
Wellington Chase Lane	1236 LF	$44,851.14
	Total Miles 0.32	Total $60,926.43

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 200511180044874, and any ROW that may have been dedicated along Thompson Road.

205 West Baxter Avenue • Knoxville, TN 37917 • 865-215-5800

New Road Checklist:

Name of Subdivision: Wellington Chase
Inspector:
Date Surfaced: 2007

- ✓ Curbs are backfilled
- ○ Correct signs have been installed per the MUTCD manual
  - Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - Street is free of standing water

  Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
  - ○ If yes, provide a brief description:

_____

_____

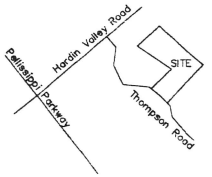
  - ○ EPW file # 105-011

Recommended for road acceptance: Yes

Construction Assurance Coordinator — Date: 11/27/2024

Construction Services Supervisor — Date: 11/27/2024

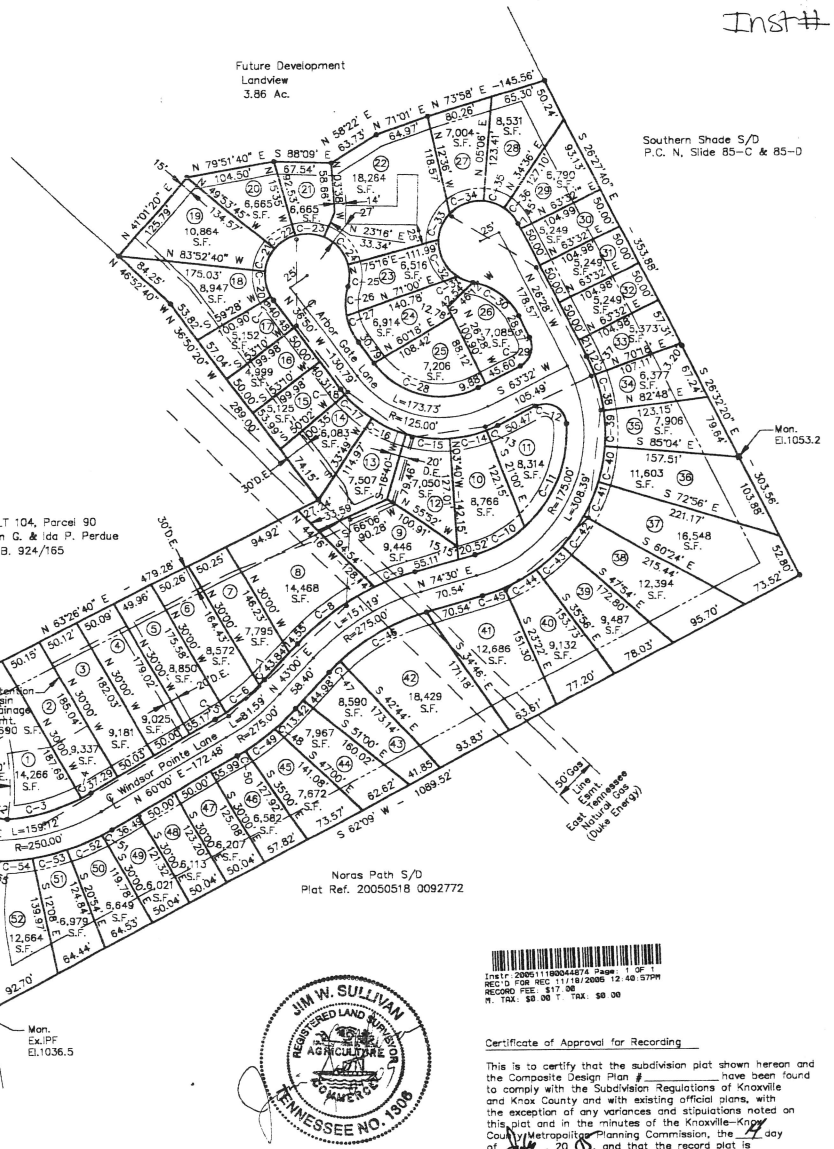
Inst# 200410260034823



LOCATION MAP
NOT TO SCALE

NOTES:

1. CLT MAP 104, PART OF PARCEL 141.01.
2. NO. OF LOTS – 52.
3. AREA SUBDIVIDED – 12.28 ACRES.
4. IRON PINS AT ALL CORNERS; ALL PINS ARE SET UNLESS NOTED FOUND ("F").
5. 10' UTILITY & DRAINAGE EASEMENT INSIDE ROAD FRONTAGE AND S/D PERIMETER LOT LINES, 5' EACH SIDE OF ALL INTERIOR LOT LINES, EXCEPT UNDER BLDGS.
6. THIS PROPERTY IS ZONED PR.
7. 7.5' UTILITY EASEMENT EACH SIDE OF WATER AND SANITARY SEWER LINES AS INSTALLED.
8. BUILDING SETBACKS: FRONT – 15'
   SIDE – 0'
   REAR – 15'
   PERIPHERAL – 35'
9. PROPERTY RECORDING DATA – Instru. No.
10. STATE GRID NORTH.
11. ALL LOTS WILL HAVE ACCESS FROM INTERNAL STREET SYSTEM ONLY.
12. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 11-SD-04-C AND 11-E-04-UR.



COUNTERSIGNED

NOV 18 2005

JOHN R. WHITEHEAD
KNOX COUNTY
PROPERTY ASSESSOR
BY DK

Curve Schedule

Curve No.	Radius	Arc	Chord Bearing	Chord
C-1	300'	139.84'	S 12°00' E	138.58'
C-2	25'	41.22'	S 45°53' E	36.71'
C-3	225'	92.82'	N 75°04' E	92.16'
C-4	225'	12.78'	S 61°38' E	12.78'
C-5	250'	14.71'	N 58°19' E	14.70'
C-6	250'	50.91'	N 50°48' E	50.82'
C-7	250'	8.56'	N 43°59' E	8.56'
C-8	300'	113.73'	N 53°52' E	113.05'
C-9	300'	51.20'	N 69°37' E	51.14'
C-10	150'	67.76'	N 61°34' E	67.19'
C-11	150'	136.11'	N 22°37' E	131.49'
C-12	25'	49.35'	N 59°55' W	41.72'
C-13	150'	14.29'	S 66°16' W	14.28'
C-14	150'	45.38'	S 77°39' W	45.21'
C-15	150'	53.24'	N 83°30' W	52.96'
C-16	150'	44.86'	N 64°46' W	44.69'
C-17	150'	42.51'	N 48°05' W	42.37'
C-18	150'	8.20'	N 38°24' W	8.20'
C-19	50'	5.50'	N 33°41' W	5.50'
C-20	50'	31.99'	N 12°12' W	31.45'
C-21	50'	29.65'	N 23°07' E	29.22'
C-22	50'	29.94'	N 57°15' E	29.49'
C-23	50'	33.91'	S 86°10' E	33.26'
C-24	50'	45.38'	S 40°44' E	43.84'
C-25	50'	27.08'	S 00°47' W	26.75'
C-26	75'	34.96'	S 02°57' W	34.64'
C-27	150'	34.59'	S 23°37' E	34.29'
C-28	100'	138.99'	S 76°39' E	128.07'
C-29	25'	39.27'	N 18°32' E	35.36'
C-30	75'	69.55'	N 53°02' W	67.08'
C-31	50'	19.80'	N 68°15' W	19.67'
C-32	50'	51.76'	N 27°15' W	49.48'
C-33	50'	36.45'	N 23°18' E	35.65'
C-34	50'	44.44'	N 69°38' E	42.99'
C-35	50'	25.74'	S 70°09' E	25.46'
C-36	50'	25.25'	S 40°56' E	24.98'
C-37	200'	23.62'	S 23°05' E	23.61'
C-38	200'	43.63'	S 13°27' E	43.55'
C-39	200'	42.35'	S 01°08' E	42.27'
C-40	200'	42.43'	S 11°01' W	42.35'
C-41	200'	43.74'	S 23°21' W	43.65'
C-42	200'	43.62'	S 35°52' W	43.53'
C-43	200'	41.72'	S 48°05' W	41.65'
C-44	200'	43.87'	S 60°21' W	43.78'
C-45	200'	27.46'	S 70°34' W	27.44'
C-46	250'	118.83'	S 60°53' W	117.71'
C-47	250'	18.62'	S 45°08' W	18.61'
C-48	300'	34.65'	S 46°19' W	34.63'
C-49	300'	43.71'	S 53°48' W	43.67'
C-50	300'	10.65'	S 58°59' W	10.65'
C-51	275'	13.52'	S 61°24' W	13.52'
C-52	275'	45.18'	S 67°31' W	45.12'
C-53	275'	43.06'	S 76°43' W	43.02'
C-54	275'	41.47'	S 85°31' W	41.43'
C-55	25'	35.87'	S 48°44' W	32.87'
C-56	270'	79.46'	S 00°48' E	79.18'

Subdivision Names and Street Names Contained Herein Reviewed and Approved.

Date Nov. 18, 2005

By Shirley J. Mose

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities and that such installation shall be in accordance with state and local regulations.

Date 11-18-05 Ronnie Nease (R)
Knox County Health Department

Guarantee of Completion of Drainage Systems:

I, the undersigned, hereby certify bond or other security has been posted with the appropriate agency to insure completion and stabilization of all drainage systems as shown on drainage plans which were approved the 15th Day of Nov 2005 within a period not to exceed one year from date of approval.

Signed Jim Sullivan Jr Date 11/18/05

Dept: Eng + PW. Title D.E.

Guarantee of Completion of Streets and Related Improvements

I, the undersigned, hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks and iron pins in this subdivision in accordance with required standards and specifications within a period not to exceed one year from date of approval of the final plat.

Signed Jim Sullivan Jr Date 11/18/05

Dept: Eng & PW Title D.E.

Certification of Final Plat – Construction Incomplete

I hereby certify that I am a surveyor, licensed to do surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents, and statements conform to all applicable provisions of the Knoxville/Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for variances for which application has been filed. Bond has been posted to guarantee installation of the indicated monuments and benchmarks upon completion of the subdivision.

1st day of July 20 05

Jim Sullivan
Surveyor

Tennessee Certificate No. 1306

Certification of Class and Accuracy of Survey

I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is not less than 1: 10,000 as shown hereon.

Jim Sullivan
Surveyor

1306
Tennessee Certificate No.

Certificate of Ownership and General Dedication

(I,We) Landview, the undersigned owner of the property shown herein, hereby adopt as my plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I am the owner in fee simple of the property, and as property owner have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat. I further certify that all restrictive covenants, if any, which apply to the lots, are either shown on the plan or are referred to thereon, with copies of the referred to covenants filed with the Knox County Register of Deeds.

ZONING SHOWN ON OFFICIAL MAP PR

DATE 11-18-05 BY Emily Fields

This is to certify that all property taxes and assessments due on this property have been paid.

Signed _____ Date _____
City Tax Clerk

Signed MIKE LOVE Date 11-18-05
Knox County Trustee
Paid thru 2nd tax year

JIM W. SULLIVAN
REGISTERED LAND SURVEYOR
AGRICULTURE
TENNESSEE NO. 1306

Certification of Sight Distance

I hereby certify that, with the sight distance easements as shown, that there is 300' of sight distance at Thompson Road at the entrance to the subdivision.

Jim Sullivan
Surveyor

1306
Tennessee Certificate No.

SURVEYOR:
JIM SULLIVAN
1607 BEXHILL DRIVE
KNOXVILLE, TN 37922
PH. 690-4709

OWNER:
LANDVIEW
130 N. MARTINWOOD ROAD
KNOXVILLE, TN. 37923
PH. (865) 670-0482

Instr: 200511180044874 Page: 1 OF 1
REC'D FOR REC 11/18/2005 12:40:57PM
RECORD FEE: $17.00
M. TAX: $0.00 T. TAX: $0.00

Certificate of Approval for Recording

This is to certify that the subdivision plat shown hereon and the Composite Design Plan # _____ have been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Planning Commission, the 4 day of July, 20 05, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed: _____ Date 11/18/05
Secretary

MS5/18/05 1Q

Graphic Scale in Feet
100' 0 100' 200'

MPC FILE NO. 7-SGG-05-F

FINAL PLAT

WELLINGTON CHASE

APPROVED AS WINDSOR POINTE)

CLT MAP 104, PART OF PARCEL 141.01

DISTRICT 6 – KNOX CO., TENN.

SCALE: 1"=100' JUNE 20, 2005

Knox County Tennessee Road Acceptance

Name of Subdivision: Williford Phases I & II
Developer: B & J Enterprises
Commission District: 4
Inspector:
Date: December 16, 2024

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Singletree Lane	714 LF	$25,200.99
Sweet Amber Road	142LF	$5,011.96
Sway Branch Lane	1519 LF	$53,613.86
	Total Miles 0.45	Total $83,826.81

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 200606090103733 & 200610180033852, and any ROW that may have been dedicated along Bluegrass Road.

New Road Checklist:

Name of Subdivision: Williford Phases I & II
Inspector:
Date Surfaced: Unknown

- ✓ Curbs are backfilled
- ○ Correct signs have been installed per the MUTCD manual
  - Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - Street is free of standing water
- ✓ Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
  - ○ If yes, provide a brief description:

_____

_____

  - ○ EPW file # 105-155

Recommended for road acceptance: Yes

_____ 12/17/2024

Construction Assurance Coordinator — Date

_____ 12/17/24

Construction Services Supervisor — Date


TOTAL AREA = PHASE I: 11.429 ACRES
TOTAL LOTS = 36
FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE ON REVIEW SEE MPC FILES 11-SP-05-C AND 11-C-05-UR
VARIES (SEE DEED PLAT BOOK 1 PAGE 190)
CURVE TABLE
CURVE DIRECTION CHORD RADIUS LENGTH
C1 N85°58'54"E 70.62' 350.00' 70.66'
C2 S61°41'05"W 268.04' 350.00' 282.99'
C3 S09°44'06"E 153.33' 175.00' 65.92'
C4 S69°31'13"E 76.45' 350.00' 76.72'
C5 S80°05'32"E 15.44' 250.00' 15.45'
C10 S43°30'16"W 35.26' 25.00' 39.13'
C11 S40°13'08"E 35.53' 25.00' 39.91'
C12 N58°31'58"E 43.67' 225.00' 43.73'
C13 N80°24'48"E 20.03' 225.00' 20.04'
C14 N59°58'38"E 47.45' 225.00' 47.52'
C15 S76°07'55"W 56.48' 50.00' 60.09'
C16 N13°52'09"W 52.91' 50.00' 55.63'
C17 N26°13'58"E 52.91' 50.00' 55.63'
C18 N86°00'14"E 48.07' 50.00' 50.41'
C19 N81°41'10"W 47.43' 75.00' 48.06'
CURVE TABLE
CURVE DIRECTION CHORD RADIUS LENGTH
C20 N68°58'54"E 77.68' 375.00' 77.94'
C21 S80°45'32"E 64.77' 425.00' 64.83'
C22 S57°46'11"W 150.24' 225.00' 155.31'
C23 S11°31'56"E 37.94' 75.00' 43.08'
C24 S67°11'33"E 51.41' 225.00' 51.53'
C25 S76°05'15"E 17.66' 225.00' 17.65'
C26 S80°05'32"E 17.30' 225.00' 17.30'
C27 N79°41'10"E 47.43' 75.00' 48.06'
C28 S67°54'54"W 3.51' 50.00' 3.51'
C29 N81°44'14"W 51.46' 50.00' 54.05'
C30 N28°09'41"W 41.64' 50.00' 42.95'
C31 N21°31'17"E 41.64' 50.00' 42.95'
C32 N70°07'31"E 41.47' 50.00' 42.69'
C33 S64°12'04"E 34.55' 50.00' 35.27'
C34 N54°43'18"W 35.47' 75.00' 35.81'
CURVE TABLE
CURVE DIRECTION CHORD RADIUS LENGTH
C35 N27°06'24"W 12.44' 75.00' 12.45'
C36 S80°05'32"E 16.99' 375.00' 16.99'
C37 S71°57'54"E 68.83' 375.00' 69.00'
C38 S62°20'15"E 15.41' 375.00' 15.41'
C39 S74°16'06"W 35.36' 25.00' 39.44'
C40 S24°48'14"W 15.55' 100.00' 15.56'
C41 S17°11'38"E 110.52' 100.00' 117.09'
C42 S09°44'06"E 184.71' 150.00' 198.38'
C43 S30°31'45"W 12.02' 275.00' 12.03'
C44 S39°43'11"W 76.03' 375.00' 76.28'
C45 S54°10'52"W 62.47' 275.00' 62.55'
C46 S67°54'09"W 54.68' 275.00' 54.77'
C47 S77°48'51"W 54.68' 275.00' 54.77'
C48 S88°48'38"W 50.76' 275.00' 50.79'
C49 N49°25'53"E 36.18' 25.00' 39.03'
C50 N40°29'44"W 35.45' 25.00' 39.41'
Certificate of Ownership and General Dedication
I (we) Robert L. Maloney the undersigned owner of the property shown hereon hereby adopt as my plan of subdivision and dedicate the streets as shown to the public use forever, if so accepted by the appropriate governmental agency, and hereby certify that I am the owner in fee simple of the property, and its property owner have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat. I further certify that all restrictive covenants, if any, which apply to the lots are either shown on the plan or are referred to thereon, with copies of the referred to covenants filed with Knox County Register of Deeds.
Date 6/6/06
Subdivision Name and Street Names Contained Herein Reviewed and Approved
Date 6/6/06
By: Dannie Hill
Knoxville Knox County Metropolitan Planning Commission
SINKHOLE NOTE:
POSSIBLE SINKHOLE NOTE: IF ANY BUILDING CONSTRUCTION IS PROPOSED WITHIN THE 50' SETBACK AREA AROUND THE LOW AREA, A GEOTECHNICAL REPORT MUST BE PREPARED BY A REGISTERED ENGINEER TO DETERMINE SOIL STABILITY AND THAT REPORT MUST BE SUBMITTED TO THE KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS FOR CONSIDERATION. ANY CONSTRUCTION IN THE SETBACK AREA IS SUBJECT TO APPROVAL BY KNOX COUNTY FOLLOWING THE REVIEW OF THE REPORT. (ENGINEERED FOOTINGS MY BE REQUIRED FOR THESE AREAS)
Guarantee of Completion of Streets and Related Improvements
I, the undersigned hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks and iron pins in this subdivision in accordance with required standards and specifications within 2 period not to exceed 2 years from date of approval of the final plat.
Signed Date 6/8/06
Dept. Knox Co EPW Title: DE
Guarantee of Completion of Drainage Systems
I, the undersigned hereby certify this bond or other security has been posted with the appropriate agency to insure completion and stabilization of all drainage systems as shown on drainage plans which were approved the ___ Day of ___ 20__ within 1 period not to exceed one year from date of approval.
Signed Date 6/6/06
Dept. Knox Co EPW Title: D.E.
Zoning
Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows:
Zoning Shown on Official Map PR 1-3 DU/AC
Signed Date 6-9-06
HOME OWNERS ASSOCIATION DOCUMENTS ADDRESSING MAINTENANCE OF COMMON AREA AND DRAINAGE SYSTEM ARE RECORDED AT INSTRUMENT NO.
200606050102199
in the City of Knoxville and Sewered Areas of Knox County
This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities, and that such installation shall be in accordance with state and local regulations.
Date 6-7-06 Ronnie Neare (RN)
Knox County Health Department
Taxes and Assessments
This is to certify that all property taxes and assessments due on this property have been paid.
Signed: X X X Date: X
Signed: Mike Lowe MH Date 6-5-06
Knox County Trustee
NOTE: 300' OF SIGHT DISTANCE IN BOTH DIRECTIONS ALONG BLUEGRASS ROAD
Certification of Approval for Recording
This is to certify that the subdivision plat shown hereon and the Composite Design Plan ☐ have been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Planning Commission, the 11 day of May 20 06 and this record plat is hereby approved for recording in the office of the Knox County, Register of Deeds.
Signed: Mark Donaldson 6-9-06
Secretary
Certification of Final Plat – Construction Incomplete
I hereby certify that I am a surveyor licensed to do surveying under the laws of the State of Tennessee, further certify that the plan and accompanying drawings, documents, and statements conform to all applicable provisions of the Knoxville-Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission or for a variances for which a request has been filed. Bonds have been posted to guarantee installation of the required monuments and benchmarks upon completion of the construction.
Surveyor
Tennessee Certificate No. 1443
FOR/OWNER:
Certification of Class and Accuracy of Survey
I hereby certify that this is a ☐ property ☐ control survey as defined in the Tennessee Minimum Standards of Practice for Surveying and that the precision of this survey is ☐ Class ☐ Accuracy.
Surveyor
Tenn. Reg. No. 1443
5-SBB-06-F
M556357X
FINAL PLAT OF
SITE
LOCATION MAP–NO SCALE
NOTES:
1. IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED
2. PARCEL ID 144 127
3. DEED REFERENCE – INST 200512120051279 & D.B. 717 PG. 377
D.B. 967 PG. 87
D.B. 2067 PG. 586
PLAT REFERENCE – MAP BK. 46L, PG. 30
4. HORIZONTAL ROTATION IS REFERENCED TO THE WEST LINE OF ADJOINER PARCEL 128, D.B. 1703, PG. 700
5. THIS PROPERTY IS ZONED PR (PLANNED RESIDENTIAL DISTRICT) APPROVED SETBACKS AREA AS FOLLOWS:
PERIPHERY 35 FEET
FRONT 20 FEET
SIDE 5 FEET
REAR 10 FEET
6. 12' UTILITY AND DRAINAGE EASEMENTS ON ALL EXTERIOR LOT LINES, 5' UTILITY AND DRAINAGE EASEMENTS ON ALL INTERIOR LOT LINES
7. 15' SANITARY SEWER EASEMENT, 7.5' EACH SIDE OF LINE AS INSTALLED
8. ALL LOTS SHALL HAVE ACCESS TO INTERIOR ROAD SYSTEM ONLY
VARIANCE NOTE:
THE FOLLOWING VARIANCES WERE GRANDED BY M.P.C. ON 05/11/2006.
A) R.O.W. ON POPEJOY ROAD FROM 25' TO THE CL TO 20' TO THE CL
B) R.O.W. ON SWEET AMBER RD FROM 70' TO 60'.
PARCEL ID 144 128
JAMES BEE
DB 1703 PG 700
COMMON AREA & RETENTION BASIN EASEMENT
38,002 SQ. FT.
50' SINKHOLE BUFFER (NO BUILD AREA) SEE NOTE
Bluegrass Road
Sweet Amber Rd.
60' PUBLIC R.O.W.
Sway Branch LN
50' PUBLIC R.O.W.
Singletree LN
50' PUBLIC R.O.W.
Popejoy Road
FUTURE DEVELOPMENT 6.349 ACRES
FUTURE DEVELOPMENT
FUTURE DEVELOPMENT 6.349 ACRES
MAP BK. 46L, PG. 30
D.B. 1346, PG. 257
PARCEL ID 154C 70039
GARLAND & BECKI WILSON
DB 2148 PG 158
E.I.P. 1/2"REB
E.I.P. 5/8"REB
E.I.P. 1/2"REB MONUMENT 344.7
E.I.P. 1/2"REB
E.I.P. 1/2"REB
E.I.P. 5/8"REB
E.I.P. 1/2"REB
E.I.P. 1/2"REB
E.I.P. 1/2

TOTAL AREA = 4.891 Acres

TOTAL LOTS = 14

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE ON REVIEW SEE MPS FILES 11-SF-05-C AND 11-C-05-UR

FLAT NORTH SEE NOTE 3

Subdivision Name and Street Names Contained Herein Reviewed and Approved.

Date: 10-12-06

By: Dana H.H

Knoxville Knox County Metropolitan Planning Commission

Zoning

Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows:

Zoning Shown on Official Map: PR

Signed: Emily Dills Date: 10-12-06

Taxes and Assessments

This is to certify that all property taxes and assessments due on this property have been paid.

Signed: _____ Date: _____

City Tax Clerk

Signed: Mike Lowe by KP Date: 10-13-06

Knox County Trustee

(Tax pd thru 2005)

Certificate of Ownership and General Dedication

(I, We) Robert L. Mahaffey, the undersign owner of the property shown herein, hereby adopt as my plan of subdivision and dedicate the streets as shown to the public use forever, if no accepted by the appropriate governmental agency, and hereby certify that I am the owner in fee simple of the property, and as property owner have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat. I further certify that all restrictive covenants, if any, which apply to the lots are either shown on the plan or are referred to thereon, with copies of the referred to covenants filed with the Knox County Register of Deeds.

R L Mahaffey

In the City of Knoxville and Severed Areas of Knox County

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities, and that such installation shall be in accordance with state and local regulations.

Date: 10-12-06 Ronnie Nease (P)

Knox County Health Department

Guarantee of Completion of Drainage Systems

I, the undersigned hereby certify bond or other security has been posted with the appropriate agency to insure completion and stabilization of all drainage systems as shown on drainage plans which were approved the _____ Day of _____, 20_____ within a period not to exceed one year from date approved.

Signed: _____ Date: 10/13/06

Dept.: Knox Co EPW Title: D.E.

Guarantee of Completion of Streets and Related Improvements:

I, the undersigned hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks and iron pins in this subdivision in accordance with required standards and specifications within a period not to exceed one year from date of approval of the final plat.

Signed: _____ Date: 10/13/06

Dept.: Knox Co EPW Title: D.E.

Certification of Approval for Recording

This is to certify that the subdivision plat shown hereon and the Composite Design Plan # _____ have been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Planning Commission, the 12th day of October 2006 and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed: _____ Date: 10-18-06

Secretary

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.

Bluegrass Road

Singletree LN
50' PUBLIC R.O.W.
N59°14'25"E
50.04'

Sway Branch Lane
50' PUBLIC R.O.W.

Popejoy Road
EXISTING 40' R.O.W.

S77°22'17"E, 453.42' (TOTAL)

N82°51'21"W
290.80'

S10°14'56"W
34.55'

S67°02'17"E, 185.74' (TOTAL)

N87°21'03"W
66.27'

N45°23'51"W, 153.53' (TOTAL)

N45°10'08"W
82.25' (TOTAL)

N46°39'07"W, 164.80' (TOTAL)

N45°25'12"W
81.95' (TOTAL)

N45°35'28"W
81.22'

S70°35'54"W, 107.61' (TOTAL)

S00°46'14"W, 239.26' (TOTAL)

S82°42'56"E
140.24'

N76°19'01"W, 111.77' (TOTAL)

N37°16'22"E, 241.62' (TOTAL)

S29°43'38"E
108.05'

S76°17'02"E
130.36'

S15°08'03"W
CH=49.32'
R=150.00'
L=49.55'

S04°20'32"E
CH=52.16
R=150.00'
L=52.43'

S30°32'49"E
CH=83.65'
R=150.00'
L=84.78'

N74°53'26"E
CH=109.90'
R=145.00'
L=112.72'

S82°51'21"E
70.61'

S07°08'39"W
40.00'

S80°17'32"W
CH=60.88'
R=105.00'
L=61.77'

S06°39'46"W
97.71'

S38°38'07"E
CH=70.68'
R=50.00'
L=78.49'

S45°44'19"E
407.10'

S85°46'11"W
86.45'

S37°14'58"W
CH=51.37'
R=50.00'
L=53.95'

N28°18'12"W
CH=47.43'
R=75.00'
L=48.26'

N78°26'26"W
CH=55.04'
R=50.00'
L=58.29'

N13°11'38"W
CH=110.52'
R=100.00'
L=117.09'

S43°35'43"W
117.26'

N43°48'53"E
97.19'

N43°48'53"E
97.10'

N43°48'53"E
97.31'

N43°48'53"E
97.31'

N43°48'53"E
97.31

Knox County Tennessee Road Acceptance

Name of Subdivision: Hayden Farms S/D phase 1B
Developer: Hardin Valley Farm Development, LLC.
Commission District: 6
Inspector: David Willett
Date: December 30, 2024

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Pepper Bush Lane	249 LF	$ 9,035.55
Flame Willow Lane	1033 LF	$ 37,484.82
Lemon Berry Street	396 LF	$14,369.78
	Total Miles 0.32	Total: $60,890.15

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202205190087949.

New Road Checklist:

Name of Subdivision: Hayden Farms S/D phase 1B
Inspector: Dennis Irwin
Date Surfaced: November 28, 2023

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - Street signs
  - Stop signs
  - Speed limits signs
  - Street is free of standing water
- ✓ Sidewalks are located within the ROW
- Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

_____

_____

- ✓ EPW file # 120-055
- ✓ Silt bags have been removed from catch basins

Recommended for road acceptance: Yes

Land Development Construction Inspector — Date: 12/30/24

Construction Services Supervisor — Date: 12/30/24


PEPPER BUSH LANE
(PUBLIC) (ROW)
FLAME WILLOW LANE
(PUBLIC) (ROW)
HERON DEEP STREET
(PUBLIC) (ROW)
COMMON AREA
LOCATION MAP
Nick McBride
Register of Deeds
Knox County
202205190087949
LEGEND
HARDIN VALLEY FARM DEVELOPMENT, LLC
C/O DARRY CAMPBELL
FINAL PLAT FOR
HAYDEN FARMS S/D
PHASE 1B
TAX MAP 103 PART OF PARCEL 72
DISTRICT 6, KNOX COUNTY, TENNESSEE
SCALE 1" = 50' FEBRUARY 16, 2022
REVISED: MAY 5, 2022
BATSON, HIMES, NORVELL & POE
2-DD-22
DEED REFERENCE: INSTR.# 202007170004952
23973 HF 1B FP

RLA-16727 **41.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of the closure of unbuilt Right-of-Way between Lot 1 and Community Lot 1 of the 2017 plat titled Laurel Ridge Phase 1 in Commission District 6. **(SECOND READING)**

(Engineering and Public Works)

Attachments

LaurelRidgeROW_Closure

Notice of Request to Close Right-of-Way

Date:	Wednesday, November 20, 2024
Name of Road:	Unnamed/Unbuilt right-of-way in Laurel Ridge subdivision
Location of Road:	Between 2402 Blackberry Ridge Blvd and Community Lot #1, Laurel Ridge Subdivision, Commission District 6
Length of Road:	+/- 135 feet by 50 feet
Reason for Request:	Never constructed or improved right-of-way
Closure Representative:	Jim Snowden, P.E. Senior Director 205 W. Baxter Avenue Knoxville, TN 37917 865-215-5800 Jim.snowden@knoxcounty.org

Knox County Engineering is proposing the closure of the Right-of-Way shown as "FUTURE 50' R.O.W" on the 2017 plat titled Laurel Ridge Phase 1. This 50.06' strip is located between Lot 1 and Community Lot 1. The 2016 Concept Plan had planned for a future road extension that was never built due to the road connection condition being removed by Planning Commission in 2020. If successfully closed, half of the area will be transferred to the owner(s) of Lot 1 and half of it transferred to the owner(s) of Community Lot 1.

The closure of this road will be discussed in the Main Assembly Room of the City-County Building during the Optional Agenda Review meeting on **Monday, December 9, 2024, at 3:00 p.m**. Public hearings will be held later in the same assembly room as part of the County Commission Meetings. The dates are **Monday, December 16, 2024** and **Monday, January 27, 2025 at 5:00 p.m**. I encourage anyone who has an opinion on whether to close the right-of-way or leave it open to attend these meetings. Please call 865-839-3592 or email rowclosures@knoxcounty.org with any question or comments.

Sincerely,

Jim Snowden, P.E.
Senior Director

TOTAL AREA = 29.73 Ac.
OR 1,295,143 SQ. FT.

TOTAL LOTS = 85

HOUSE LOTS = 79
19.03 Ac. (828,889 sq.ft.)
2.5 DU/AC

COMMUNITY LOTS = 6
5.86 Ac. (255,336 sq.ft.)

ROADS
4.84 Ac. (210,918 sq.ft.)

GRID NORTH (NAD83(2011) CSRS)

Certification of Approval for Recording – Final Plat

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville–Knox County Metropolitan Planning Commission, on this the 10 day of August, 2017, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed: _____
Date: 9/12/17

Property owners are responsible for maintenance of Stormwater facilities. The covenant for maintenance of stormwater facilities is recorded as instrument # 201704050061025.

Zoning

Zoning district(s) in which the land being subdivided is located shall be indicated as shown on the zoning map by the Planning Commission as follows: Zoning Shown on Official Map PR 4.0 DU/AC

Signed: _____ Date: 9/12/17

Taxes and Assessments

This is to certify that all property taxes and assessments due on this property have been paid.

Signed: _____ Date
City Tax Clerk

Signed: _____ Date 9/12/17
Knox County Trustee

This is to certify that there are no recorded drainage or utility easements on lot line(s) being eliminated on this subdivision plat.

Date: 8.1.17 Signature _____

In the City of Knoxville and Sewered Areas of Knox County

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities, and that such installation shall be in accordance with state and local regulations.

9-12-17
Date

Ronnie Neese
Knox County Health Department

Addressing Department Certification

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.

Signed: Donna Kell
Date: 9-12-17

Guarantee of Completion of Streets and Related Improvements

I, the undersigned, hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks and iron pins in this subdivision in accordance with required standards and specifications with a period not to exceed one year from date of approval of the Final Plat.

Signed: _____
Date: 9/12/17
Dept: EPW
Title: DE

Guarantee of Completion of Drainage Systems

I, the undersigned, hereby certify bond or other security has been posted with the appropriate agency to insure completion and stabilization of all drainage systems as shown on drainage plans which were approved the _____ day of _____ 20 _____ within a period not to exceed one year from date of approval.

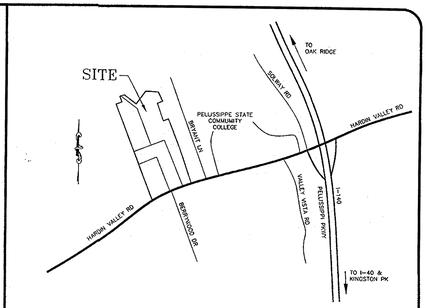
Signed: _____
Date: 9/12/17
Dept: EPW
Title: DE

Certificate of Ownership and General Dedication

(I, We) BALL Homes LLC. *the undersigned owner(s) of the property shown herein, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right–of–way and/or grant easement as shown on this plat*

Signature(s) _____

H.O.A RECORDED IN DOCUMENT # 201705250072019.



LOCATION MAP NO SCALE

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

SINKHOLE BUFFERS PLOTTED FROM ENGINEERING PLANS PREPARED IDEAL ENGINEERING SOLUTIONS, INC. 325 WOODED LANE KNOXVILLE, TN 37922 865–755–3575

MARY C WILKINS
NO DEED REFERENCE
CLT MAP 103 PARCEL 105

BALL HOMES
INST# 20160726–0005901
CLT MAP 103 PARCEL 108.07

AARON ELLISON
INST#200904280069252
CLT MAP 103 PARCEL 108.04

ELLISON
DB 1549, PG 1026
CLT MAP 103 PARCEL 108.08

ELLISON
INST#200202060064985
CLT MAP 103 PARCEL 108.01

BALL HOMES
INST# 20160726–0005901
CLT MAP 103 PARCEL 108.06

BALL HOMES
INST# 20160726–0005901
CLT MAP 103 PARCEL 108.09

Proposed Right-of-Way closure area

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N39°55'53"W	52.83
L2	S80°58'34"W	172.43
L3	S15°50'39"W	82.36
L4	S15°50'39"W	91.30
L5	S77°50'57"W	10.04
L6	S56°08'11"W	12.46
L7	S77°50'57"W	45.08
L8	S77°50'57"W	89.91
L9	N76°20'14"W	12.52
L10	N61°42'48"W	2.55
L11	S76°20'14"E	5.05

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C29	S02°21'32"E	39.93	25.00	46.25
C30	S84°21'27"E	35.36	25.00	39.27
C31	N05°38'33"E	35.36	25.00	39.27
C32	N84°21'27"W	35.36	25.00	39.27

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N49°42'40"W	82.61	250.00	83.00
C2	S49°17'23"E	86.24	250.00	86.67
C3	N57°50'51"W	156.57	250.00	161.35
C4	S57°30'38"E	161.35	250.00	164.29
C5	N12°30'38"W	220.54	250.00	228.41
C6	N49°42'40"W	82.61	250.00	83.00
C7	S57°17'28"E	14.82	220.00	14.83
C9	N49°42'40"W	82.61	250.00	83.00
C10	S49°17'23"E	96.59	280.00	97.07
C11	N45°35'40"W	60.84	280.00	60.96
C12	N64°05'04"W	118.85	280.00	119.76
C13	N46°22'59"W	70.76	220.71	71.07
C14	N65°32'56"W	60.98	220.71	61.18
C15	N75°42'00"W	17.02	220.71	17.03
C16	S31°20'14"E	35.36	25.00	39.27
C17	N06°51'37"E	65.14	275.00	65.30
C18	N05°09'28"W	50.00	275.00	50.07
C19	N16°11'36"W	55.77	275.00	55.86
C20	N28°06'53"W	58.46	275.00	58.57
C21	N36°27'01"W	21.44	275.00	21.44
C22	N00°55'15"W	113.31	225.00	114.54
C23	N24°05'18"W	67.17	225.00	67.42
C24	N35°40'41"W	23.60	225.00	23.61
C25	N58°39'46"E	35.36	25.00	39.27
C26	S66°08'52"E	79.61	225.00	80.03
C27	S47°19'16"E	67.58	225.00	67.84
C28	S42°38'04"E	37.89	275.00	37.92

WATER QUALITY EASEMENT ENLARGEMENT (2X)

LINE TABLE		
LINE	BEARING	DISTANCE
L12	S30°58'38"W	20.03
L13	S59°01'22"E	20.00
L14	S30°58'38"W	19.74

LOT NO	AREA	ACRES
1	10,460 sq.ft.	0.24 acres
2	10,204 sq.ft.	0.23 acres
3	10,468 sq.ft.	0.24 acres
4	10,732 sq.ft.	0.25 acres
5	10,996 sq.ft.	0.25 acres
6	11,260 sq.ft.	0.26 acres
7	11,657 sq.ft.	0.27 acres
8	14,125 sq.ft.	0.32 acres
9	17,538 sq.ft.	0.40 acres
10	19,112 sq.ft.	0.44 acres
11	11,441 sq.ft.	0.26 acres
12	13,500 sq.ft.	0.31 acres
13	11,413 sq.ft.	0.26 acres
14	13,476 sq.ft.	0.31 acres
15	11,392 sq.ft.	0.26 acres
16	13,452 sq.ft.	0.31 acres
17	11,372 sq.ft.	0.26 acres
18	13,427 sq.ft.	0.31 acres
19	11,351 sq.ft.	0.26 acres
20	11,342 sq.ft.	0.26 acres
21	12,898 sq.ft.	0.30 acres
22	9,110 sq.ft.	0.21 acres
23	10,923 sq.ft.	0.25 acres
24	9,374 sq.ft.	0.22 acres
141	9,750 sq.ft.	0.22 acres
142	9,750 sq.ft.	0.22 acres
143	8,250 sq.ft.	0.19 acres
144	9,750 sq.ft.	0.22 acres
145	9,750 sq.ft.	0.22 acres
146	9,750 sq.ft.	0.22 acres
147	8,250 sq.ft.	0.19 acres
148	9,750 sq.ft.	0.22 acres
149	9,750 sq.ft.	0.22 acres
150	8,250 sq.ft.	0.19 acres
151	9,750 sq.ft.	0.22 acres
152	9,750 sq.ft.	0.22 acres
153	8,250 sq.ft.	0.19 acres
154	9,750 sq.ft.	0.22 acres
155	9,750 sq.ft.	0.22 acres
156	9,257 sq.ft.	0.21 acres
157	12,116 sq.ft.	0.28 acres
158	11,168 sq.ft.	0.26 acres
159	13,190 sq.ft.	0.30 acres
160	12,430 sq.ft.	0.29 acres
161	10,075 sq.ft.	0.23 acres
162	8,525 sq.ft.	0.20 acres
163	10,075 sq.ft.	0.23 acres
164	8,525 sq.ft.	0.20 acres
165	9,990 sq.ft.	0.23 acres
166	10,075 sq.ft.	0.23 acres
167	10,075 sq.ft.	0.23 acres
168	8,525 sq.ft.	0.20 acres
169	10,075 sq.ft.	0.23 acres
170	10,160 sq.ft.	0.23 acres
171	8,525 sq.ft.	0.20 acres
172	8,525 sq.ft.	0.20 acres
173	10,075 sq.ft.	0.23 acres
174	8,525 sq.ft.	0.20 acres
175	10,075 sq.ft.	0.23 acres
178	9,750 sq.ft.	0.22 acres
179	9,750 sq.ft.	0.22 acres
180	8,250 sq.ft.	0.19 acres
181	9,750 sq.ft.	0.22 acres
182	8,250 sq.ft.	0.19 acres
183	8,250 sq.ft.	0.19 acres
184	9,750 sq.ft.	0.22 acres
185	9,750 sq.ft.	0.22 acres
186	8,250 sq.ft.	0.19 acres
187	9,750 sq.ft.	0.22 acres
188	8,250 sq.ft.	0.19 acres
189	9,750 sq.ft.	0.22 acres
190	8,250 sq.ft.	0.19 acres
191	9,750 sq.ft.	0.22 acres
192	9,232 sq.ft.	0.21 acres
193	9,431 sq.ft.	0.22 acres
194	12,096 sq.ft.	0.28 acres
195	8,525 sq.ft.	0.20 acres
196	10,469 sq.ft.	0.24 acres
197	14,680 sq.ft.	0.34 acres
C1	31,498 sq.ft.	0.72 acres
C2	17,629 sq.ft.	0.40 acres
C3	126,929 sq.ft.	2.91 acres
C4	37,285 sq.ft.	0.86 acres
C5	32,237 sq.ft.	0.74 acres
C6	8,016 sq.ft.	0.18 acres

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

Knox County Page: 1 of 1
RECD FOR REC 09/12/2017 4 01 42PM
RECORD FEE $17.00
M TAX $0.00 T TAX $0.00
201709120016708

TNQ: 050160
MPC: 8-SK-17-F

BEFORE YOU DIG STOP CALL 1–800–351–1111 TENNESSEE ONE CALL IT'S THE LAW

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
SEP 12 2017
BY JOHN R. WHITEAKER

NOTES:
1. 1/2" REBAR WITH CAP SET AT ALL CORNERS, BY THIS SURVEY, UNLESS OTHERWISE NOTED.
2. TAX IDS: 103 10809, 103 10807 & 103 10806
3. THIS PROPERTY IS ZONED: A – SETBACKS AS PER ZONING.
4. DEED REFERENCES: 201607280005901
5. 10' UTILITY AND DRAINAGE EASEMENTS ON AL EXTERIOR LOT LINES AND ROAD RIGHT–OF–WAYS, 5' UTILITY AND DRAINAGE EASEMENTS ON ALL INTERIOR LOT LINES.
6. A PORTION OF PARCELS 103 10801 & 103 10805 IS LOCATED IN A SPECIAL FLOOD HAZARD AREA. (475433 0233 G) DATE 8/05/2013.
7. ALL UNDERGROUND UTILITIES ARE REFERENCE TO UTILITY COMPANIES MAPS AND ARE TO BE CONSIDERED APPROXIMATE.
8. ZONING: PR 4.0 DU/ACRE.
   SETBACKS:
   FRONT: 20'
   SIDE: 5'
   REAR: 15'
   PERIPHERY: 25'
9. ALL LOTS SHALL HAVE ACCESS TO THE INTERIOR ROAD SYSTEM ONLY.
10. BLACKBERRY RIDGE RIGHT OF WAY VARIES FROM 60' TO 50' AS SHOWN.

Certification of Final Plat – Construction Incomplete

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents, and statements conform to all applicable provisions of the Knoxville–Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for variances for which application has been filed. Bond has been posted to guarantee installation of the indicated monuments and benchmark upon completion of the improvements.

Registered Land Surveyor _____
Tennessee Certificate No. 2447

CERTIFICATION OF ACCURACY STATEMENT

The Minimum Subdivision regulations of Knox County section 44–88 states as follows:
Survey Accuracy. All subdivision plats shall comply with the standards of practice of the current edition of Tennessee Land Surveyors Laws and Regulations, and shall be Category 1 surveys as defined by those regulations.

This Subdivision plat complies with the standards of practice of the CURRENT edition of Tennessee Land Surveyors Laws and Regulations. This survey is not a Category 1 survey because it was preformed using RTK GPS system and is considered a Category 4 survey as defined therein. This survey meets or exceeds the accuracy standards for a Category 1 survey.

Certification of Class and Accuracy of Survey

I HEREBY CERTIFY THAT THIS IS A CATEGORY "IV" SURVEY IN ACCORDANCE WITH THE TENNESSEE STANDARDS OF PRACTICE.

LYNCH SURVEYS, LLC _____ 8/1/17

RYAN S. LYNCH
TENNESSEE CERTIFICATE NO. 2447 DATE

NOTE:
NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR AND OTHER EASEMENTS AND/OR EXCEPTIONS NOT APPARENT IN THE FIELD MAY OR MAY NOT EXIST AND MAY BE REVEALED BY A TITLE SEARCH BY A TITLE ATTORNEY.

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map, and found that a portion of the above described is located in a special flood hazard area. (475433 0233 G) Effective date: August 5, 2013

Date: 8/1/17
Signature: _____

RYAN S. LYNCH
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE No. 2447
8/1/17

FINAL PLAT OF:

SURVEY FOR:

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

REVISIONS	
DRAWN BY: M. STRANGE	1 04/07/2017 – updated
CHECKED BY: R. LYNCH	2 08/01/2017 MPC & COK COMMENTS
APPROVED BY: R.S.L.	3
SCALE: 1"=100'	4
DATE: 06/26/2017	5
	6

Ball Homes, LLC
9225 Westland Drive, Suite 102
Knoxville, Tennessee 37922
Phone: (865) 862–4774

LAUREL RIDGE PHASE I
Hardin Valley Road
Knox County, Tennessee
District 6, Knox County, Tennessee

PROJECT NO.
3900–6

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Environment and Planning • Operations

Date: Friday, November 1, 2024

RE: Unnamed/Unbuilt right-of-way in Laurel Ridge subdivision

Hello,

Knox County Engineering and Public Works is considering the closure of the right-of-way shown as "FUTURE 50' R.O.W" on the 2017 plat titled Laurel Ridge Phase 1. This 50.06' strip is located between Lot 1 and Community Lot 1. The 2016 Concept Plan had planned for a future road extension that was never built due to the road connection condition being removed by Planning Commission in 2020.

Enclosed are exhibits showing the area as well as a Canvass Form that the Laurel Ridge Homeowners Association can sign indicating whether the association agrees or disagrees with closing the unbuilt right of way area.

If the HOA supports the proposed closure, Engineering and Public Works will proceed with the right-of-way closure process, which requires two readings by County Commission. If successfully closed, half of the area would be transferred to the owner(s) of Lot 1 and half of it transferred to the owner(s) of Community Lot 1.

Please call 865-839-3592 or email rowclosures@knoxcounty.org with any question or comments. I would be happy to discuss this proposal and further explain the process.

Sincerely,

Erin Kelbly
GIS Analyst
Knox County Engineering and Public Works

Right of Way Closure Canvass Form

All owners and holders of option on property abutting the proposed closure must sign the list below and express their opinion about this closure. A map showing the location and addresses of these properties must accompany this application.

Name, Address, Phone Number	Signature	Agree	Disagree
Bryan Fish 2619 Timber Highlands Ln 865.606.7600 HOA Board Secretary		X	
ZHi Bin (eddie) Jian 917-340-5615 2402 Blackberry Ridge Blvd		X	

RLA-16829 **42.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 01/22/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Line Item Transfers - Total amount of $2,396,822.92.
(Finance)

Attachments

Line Items

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: Dec 16, 2024

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1310110	518900	Environment & Plan Full Time Reg	4,003.22
1310210	518900	Pub Wrks Const/Maint Full Time Reg	922.48
		TOTAL	$ 4,925.70

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1310220	518900	Traffic Engineering Full Time Reg	4,925.70
		TOTAL	$ 4,925.70

JUSTIFICATION/EXPLANATION:
Moving excess funding for the new Assistanct Traffic Engineer position

Approved: _____ County Mayor — Date: 12/18/24

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 12/17/24

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY

BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: Dec 27, 2024

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1711050	579100	Everett/Watt LIC Infrastructure	1,044,648.99
		TOTAL	$ 1,044,648.99

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1711565	539900	Campbell Station Rd Imp Other Profes	260,376.18
1711565	579100	Campbell Station Rd Imp Infrastructure	784,272.81
		TOTAL	$ 1,044,648.99

JUSTIFICATION/EXPLANATION:
Moving funding to cover project costs.

Approved: _____ County Mayor — Date: 12/30/24

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 12/30/24

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: Jan 7, 2024

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1710340	539900	Permanent Strmwtr Comp Oth Profess	9,305.06
1710707	579900	Capital Outlay Waste Oth Equipment	23,315.50
1710850	579100	Cedar Bluff Flood Mit Infrastructure	498.00
1710921	579100	Marietta Church Rndbt Infrastructure	9,275.00
1711100	579100	Canton Hollow Rd Infrastructure	3,000.00
1711175	579100	Rutledge & Roberts Signals Infrastructure	1,885.99
1711345	539900	General Culvert Maintenance Oth Profess	360.00
1711357	579100	W Beaver Creek Reloc Infrastructure	45,139.75
1711365	579100	Schaad Rd Infrastructure	751,158.60
1711465	579100	Interagency Ptnshp Infrastructure	448,639.60
		TOTAL	$ 1,292,577.50

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1710340	541650	Permanent Strmwtr Comp Oth Profes	9,305.06
1710707	533600	Capital Outlay Waste Equip/Rent/Repair	23,315.50
1710850	549950	Cedar Bluff Flood Mit Oth Mat/Supp	498.00
1710921	539900	Marietta Church Rndbt Oth Profess	9,275.00
1711100	539900	Canton Hollow Rd Oth Professional	3,000.00
1711175	539900	Rutledge & Roberts Signals Oth Profess	1,885.99
1711345	579100	General Culvert Maint Infrastructure	360.00
1711357	539900	W Beaver Creek Reloc Oth Profess	45,139.75
1711365	539900	Schaad Rd Oth Profess	750,877.34
1711365	541650	Schaad Rd Construction Heavy	281.26
1711465	539900	Interagency Ptnshp Oth Profess	446,839.60
1711465	541650	Interagency Ptnshp Constr Heavy	1,800.00
		TOTAL	$ 1,292,577.50

JUSTIFICATION/EXPLANATION:
Moving funding from within same ORG but different OBJ codes to cover negatives

Approved: _____ County Mayor — Date: 1/8/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 1/8/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: JAN 7, 2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1711584	579100	Middlebrook Pk Sdwlk Imp Infrastructure	43,781.50
1710840	579950	Stormwater Mgmt Imprvmnts Non	10,889.23
		TOTAL	$ 54,670.73

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1711584	539900	Middlebrook Pk Sdwlk Imp Other Profess	43,781.50
1710840	539900	Stormwater Mgmt Oth Profess	10,000.00
1711585	539900	Hickory Creek Rndbt Oth Profess	147.92
1711180	539900	Emory Rd & Bishop/Taggart Oth Profess	212.26
1711440	539900	Brickyard W Beaver Creek Oth Profess	529.05
		TOTAL	$ 54,670.73

JUSTIFICATION/EXPLANATION:
Moving funding from within same ORG but different OBJ codes to cover negatives except for 1711585, 1711180, 1711440 are to cover negatives from outstanding TDEC permit fees from completed projects.

Approved: _____ County Mayor — Date: 1/8/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 1/8/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

RLA-16830 **43.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 01/22/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Budget Amendments. **(WITHDRAW AT REQUEST OF SPONSOR)** *(Finance)*

Attachments

No file(s) attached.

RLA-16844 **44.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	01/22/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	NO Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Spread of Record the Knox County Mayor's Order reappointing Ruth Ann Milsaps to the Board of Commissioners of the West Knox Utility District. *(County Mayor)*

Attachments

Order of the Mayor

ORDER OF THE KNOX COUNTY MAYOR
APPOINTING UTILITY DISTRICT COMMISSIONER

IN RE:	)
	)
COMMISSIONER APPOINTMENT	)
FOR THE WEST KNOX	)
UTILITY DISTRICT OF KNOX	)
COUNTY, TENNESSEE	)

Upon certification by the Board of Commissioners of the West Knox Utility District of Knox County, Tennessee, certifying an upcoming vacancy on said Board of Commissioners by the expiration of the term of Ruth Ann Milsaps, and certifying a list of three names nominated for appointment to fill such vacancy in accordance with T.C.A. § 7-82-307(a);

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

(a) That Ruth Ann Milsaps is hereby reappointed to the Board of Commissioners of the West Knox Utility District of Knox County, Tennessee, to serve a four (4) year term commencing January 1, 2025 and expiring December 31, 2028. Ms. Milsaps took the oath of office on January 6, 2025, a copy of which is attached hereto as Exhibit A.

(b) That a copy of this Order shall be entered into the minutes of the Knox County Commission as required by T.C.A. § 7-82-307(a)(4), and that a certified copy of this Order shall be provided to the West Knox Utility District Board of Commissioners and the appointee as required by T.C.A. § 7-82-307(a)(4).

(c) That this Order shall be kept by the Knox County Clerk as a permanent record of Knox County, and the Knox County Clerk shall issue certified copies of this Order as shall be requested.

ENTERED this 6th day of January, 2025.

GLENN JACOBS
KNOX COUNTY MAYOR

OATH OF OFFICE

BOARD OF COMMISSIONERS
WEST KNOX UTILITY DISTRICT

I, Ruth Ann Milsaps, do solemnly swear that I will perform with fidelity the duties of the office to which I have been appointed and which I am about to assume. I do solemnly swear to support the Constitution of the State of Tennessee and the Constitution of the United States and to faithfully perform the duties of the office of Commissioner for the West Knox Utility District of Knox County, Tennessee.

RUTH ANN MILSAPS

Subscribed and sworn to before me this
6th day of January, 2025.

GLENN JACOBS
Knox County Mayor

EXHIBIT
A

RLA-16855 **45.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 01/22/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: PROPERTY ASSESSOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Spread of Record the Knox County Property Assessor's appointment of Jim Weaver to the Knox County Employee Insurance Benefits Committee, to complete an unfulfilled term expiring December 31, 2027.
(Property Assessor)

Attachments

Spread of Record Information

SPREAD OF REORD AT THE KNOX COUNTY COMMISION'S MEETING ON JANUARY 27, 2025.

Pursuant to R-19-5-902, results of all elections for members of the Employee Insurance Benefits Committee are to be made spread of record on the minutes of a County Commission meeting. In accordance with the bylaws of the Employee Insurance Benefits Committee, in the event of inability to serve or resignation, a special election will be held to fill the vacancy to complete the unfulfilled term. The results of the election for this replacement seat is as follows:

The following newly elected member will complete the unfulfilled term Nikki Davis starting January 1, 2025, and ending December 31, 2027

- One (1) representative of the Property Assessor's Office.

Jim Weaver