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

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Knoxville, TN 37902

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Due to the possibility of inclement weather, if you plan to attend the meeting, please refer to the Commission website or contact the office at 865-215-2534 to confirm the meeting has NOT been rescheduled.

THE KNOX COUNTY BOARD OF COMMISSIONERS SHALL MEET IN REGULAR SESSION TO CONSIDER THE LEGISLATIVE AGENDA ON MONDAY, JANUARY 26, 2026 AT 5:00 P.M. IN THE MAIN ASSEMBLY ROOM OF THE CITY-COUNTY BUILDING, 400 WEST MAIN STREET. ALL AGENDA ITEMS ARE SUBJECT TO VOTE.

Note: To view the monthly agenda, please visit https://commission.knoxcountytn.gov/ and for a live stream of the meeting, please visit https://www.knoxcm.org/#/

This meeting has been rescheduled for Thursday, January 29, 2026 at 5:00 p.m. in the Main Assembly Room.

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

A. Devotional

Commissioner Damon Rawls

B. Pledge of Allegiance to the Flag

Commissioner Kim Frazier

C. Amendments to the Agenda

D. Education Consent Calendar

1. R-26-1-201 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Educational Services Agreement and Data Sharing Agreement with Catapult Learning, LLC for the 2025-2026, 2026-2027, and 2027-2028 school years for development of a school turnaround plan, professional development, and coaching for Northwest Middle School at a cost not to exceed $125,000.00.
(Schools)

2. R-26-1-202 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Andrea L. Ramsey for the commissioning of a new musical work for West Valley Middle School's performance at the 2026 Tennessee Music Association Conference in April 2026 at a cost of $5,000.00.
(Schools)

3. R-26-1-203 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Acceptance Agreement with Mr. Holland's Opus Foundation for grant of musical instruments valued at $38,717.00 to West High School funded by the Morgan Wallen Foundation.
(Schools)

4. R-26-1-204 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 $242,772.00.
(Schools)

E. General Government Consent Calendar

5. R-26-1-401 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Rummel, Klepper & Kahl, LLP in the amount of $569,633.10 for construction engineering inspection (CEI) services and support for the Gibbs Pedestrian Bridge.
(Engineering and Public Works)

6. R-26-1-402 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Homestead Land Holdings, LLC for road improvements to the intersection of Marietta Church Road and Hardin Valley Road.
(Engineering and Public Works)

7. R-26-1-403 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Environmental Remediation Consultants, Inc. for the provision of Maintenance and Inspection of Water Quality Treatment Devices, as needed.
(Engineering and Public Works)

8. R-26-1-404 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Volunteer Highway Supply Company Inc., Highway Markings Inc., and Superior Pavement Marking, Inc. for the provision of pavement marking materials and road striping services.
(Engineering and Public Works)

9. R-26-1-405 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Clear Water Partners II, G.P. for road improvements to the intersection of East Beaver Creek Drive and Stone Cutter Drive.
(Engineering and Public Works)

10. R-26-1-406 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a supplement in the amount of $21,900.00 to the professional services contract with LDA Engineering for additional work to extend the scope of improvements on the Johnson Road widening and realignment project.
(Engineering and Public Works)

11. R-26-1-407 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant agreement in the amount of $180,000.00 with the United States Department of Transportation's (USDOT) Federal Highway Administration (FHWA) to receive a Safe Streets and Roads for All (SS4A) Grant for the SS4A Safe Routes to School Action Plan for Knox County. (A local match of $45,000 is required for a total project cost of $225,000)
(Engineering and Public Works)

12. R-26-1-408 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with John's Mobile Repair and Welding, Inc., Cooper's Mobile Services, LLC, and Municipal Equipment, Inc. to provide Maintenance and Repairs of Solid Waste Equipment.
(Engineering and Public Works)

13. R-26-1-501 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Contract in the amount of $500,000.00 with the Tennessee Department of Environment and Conservation for brownfield site remediation. (No local match required)
(Community Development)

14. R-26-1-701 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to Contract 25-074 with Wright Contracting, Inc. for Concord Park Fishing Pier upgrades in the amount of $27,962.00.
(Parks and Recreation)

15. R-26-1-702 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement with The University of Tennessee in which The University of Tennessee students will engage in field internship experiences with the Knox County Parks and Recreation Department.
(Parks and Recreation)

16. R-26-1-703 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant in the amount of $23,000.00 from the Christopher & Dana Reeve Foundation for an adaptive trail program. (No local match required)
(Parks and Recreation)

17. R-26-1-902 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract Amendment with FirstBank to exercise the first extension of the Banking Services contract through January 31, 2027, and amend the investment interest rate to the effective federal funds rate minus twelve bps (0.12%) with a floor rate of 0.50%.
(Trustee)

18. R-26-1-905 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Grant Contract with the State of Tennessee, Department of Disability and Aging for the provision of equipment and supplies for the Corryton Senior Center, which amendment increases the maximum liability of the state under the Grant Contract by $8,857.00 for a total of $33,857.00. (No local match required) **(TO BE ADDED)**
(Senior Services)

19. R-26-1-906 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Grant Contract with the State of Tennessee, Department of Disability and Aging for the provision of equipment and

supplies for the West Knox Senior Center, which amendment increases the maximum liability of the state under the Grant Contract by $8,857.00 for a total of $18,857.00. (No local match required) **(TO BE ADDED)** *(Senior Services)*

20. R-26-1-907 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Grant Contract with the State of Tennessee, Department of Disability and Aging for the provision of equipment and supplies for the Halls Senior Center, which amendment increases the maximum liability of the state under the Grant Contract by $8,857.00 for a total of $30,857.00. (No local match required) **(TO BE ADDED)** *(Senior Services)*

21. R-26-1-908 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Grant Contract with the State of Tennessee, Department of Disability and Aging for the provision of equipment and supplies for the South Knoxville Senior Center, which amendment increases the maximum liability of the state under the Grant Contract by $8,857.00 for a total of $25,857.00. (No local match required) **(TO BE ADDED)** *(Senior Services)*

F. Honorary Resolutions

22. R-26-1-101 Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing January as Human Trafficking Prevention Month. *(Commissioner Oster and County Mayor)*

G. Presentations

23. Presentation: Knox County Schools Annual Report. *(Commissioner Jay)*

24. Presentation: A Christian's Biblical View of Illegal Immigration.
(Commissioner Fox)

25. **Defer to February** Presentation: Bridge to Safety by Mike Hammond, Criminal Court Clerk. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**
(Commissioner Lee)

26. **Defer to February** Presentation: Rural Metro by Jeff Bagwell. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**
(Commissioner Lee)

H. Public Forum - Agenda Items Only

I. Approval of Minutes of Previous Meeting

J. Drives and Roads

27. Consideration of the Acceptance of New County Roads:
A) Bogart Lane located in Spring Lake Farms Subdivision Unit 2, District 3.
B) Traphill Lane located in Spring Lake Farms Subdivision Unit 2, District 3.
C) Poplar Grove Lane located in Boulder Point Phase V, District 6.
D) Hunters Knoll Lane located in Hayden Hill 1C, District 6.
E) Smoky Hill Lane located in Hayden Hill 1C, District 6.
F) Tallgrass Lane located in Hayden Hill 1C, District 6.
G) Denali Path Lane located in Denali, District 6.
H) Bisham Wood Lane located in Saint Marc's, District 7.
I) Star Gate Drive located in The Meadows at Shannon Valley Unit 1, District 8.
J) Stoneyhurst Lane located in the Meadows at Shannon Valley Units 1, 2, & 3, District 8.
K) Savant Lane located in The Meadows at Shannon Valley Unit 1, District 8.

L) Fox Point Lane located in The Meadows at Shannon Valley Unit 1, District 8.
(Engineering and Public Works)

28. Consideration of the closure of unbuilt Right-of-Way off Macmont Cir, between Lot 1 (Block F) and Lot 12 (Block A) in Washington Heights subdivision, Commission District 6.
(Engineering and Public Works)

29. Consideration of the closure of the remaining excess Right-of-Way located west of Bailey Farm Drive, north of Schaad Road, and east of Parcel 104 05201, which is an outcome of the Ball Camp Pike (Schaad Road) Relocation Project, District 6.
(Engineering and Public Works)

30. Consideration of the closure of a portion of the Wye Way Lane terminus located north of River Oak Drive, Commission District 9.
(Commissioner Fox)

K. Line Item Transfers

31. Line Item Transfers - Total amount of $1,277,494.82.
(Finance)

L. Budget Amendments

32. Budget Amendments - Total amount of $28,332,655.82.
(Finance)

M. Notary Public Applications

N. Spread of Record

33. Spread of Record the Order of the Knox County Mayor reappointing Nathan Butler to the West Knox Utility District Board of Commissioners.
(County Mayor)

34. Spread of Record for Knox County Procurement Regulation changes.
(Procurement)

35. Spread of Record the Grant Application to The Christopher & Dana Reeves Foundation submitted by Knox County Parks and Recreation Department.
(Parks and Recreation)

O. General Government Resolutions (non-consent)

36. R-26-1-110 Consideration of a Resolution of the Commission of Knox County, Tennessee, reappointing Commissioners Adam Thompson and Larsen Jay and appointing _____ (farmer) and _____ (farm woman) to the Agricultural Extension Committee. (Terms expire December 31, 2027)
(Commissioner Oster)

37. R-26-1-111 Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Doug Lloyd (District 3) on the Knox County Board of Zoning Appeals and appointing Craig Belitz to complete the unfulfilled term of Mr. Lloyd on the Board, which term expires September 30, 2026.
(Commissioner Oster)

38. R-26-1-502 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendments to Contract 23-743 with Angelic Ministries and Contract 23-747 with Volunteer Ministry Center to provide term of contract extensions. (Federally funded through HUD CDBG-CV program funds).

(Community Development)

39. R-26-1-901 — Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing the United States Constitution during the Nation's 250th Anniversary. **(DEFER TO JUNE AT REQUEST OF SPONSOR)**
(Commissioner Lee)

Defer to June

40. R-26-1-903 — Consideration of a Resolution of the Commission of Knox County, Tennessee, encouraging the Knox County Sheriff's Office to undertake a Memorandum of Understanding for the 287(G) Task Force Model. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**
(Commissioner Fox)

Defer to February

41. R-26-1-904 — Consideration of a Resolution of the Commission of Knox County, Tennessee, affirming local discretion consistent with proposed state law and responding to School Board Legislative Priority #6.
(Commissioner Lee)

P. Ordinances on First Reading

42. O-26-1-101 — Consideration of an Ordinance of the Commission of Knox County, Tennessee, creating Art. III of Chapter 26 of the Knox County Code, entitled "Data Centers," to define, add specific requirements, and provide limitations for Data Centers and Data Center Accessory Uses. **(FIRST READING) (WITHDRAW AT REQUEST OF SPONSOR)** *(Previously Deferred from November to December and December to January at Request of Sponsor)*
(Commissioner Fox)

Withdraw

Q. Ordinances on Second Reading

43. O-25-12-102 **2nd Reading** **Roll Call** Consideration of an Ordinance of the Commission of Knox County, Tennessee, creating Chapter 53 of the Knox County Code, entitled "Real Property," and Section 53-1, prohibiting discrimination against United States citizens in the sale or purchase of Real Property in Knox County. (Establishing Chapter 53 of the Knox County Code, previously reserved) **(SECOND READING)** *(Commissioner Fox)*

R. Public Forum - Open Topics

S. Other Business

T. Adjournment

RLA-18026 **R-26-1-201**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Educational Services Agreement and Data Sharing Agreement with Catapult Learning, LLC for the 2025-2026, 2026-2027, and 2027-2028 school years for development of a school turnaround plan, professional development, and coaching for Northwest Middle School at a cost not to exceed $125,000.00.
(Schools)

Attachments

Resolution
Educational Services Agreement
Data Sharing Agreement
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN EDUCATIONAL SERVICES AGREEMENT AND DATA SHARING AGREEMENT WITH CATAPULT LEARNING, LLC FOR THE 2025-2026, 2026-2027, AND 2027-2028 SCHOOL YEARS FOR DEVELOPMENT OF A SCHOOL TURNAROUND PLAN, PROFESSIONAL DEVELOPMENT, AND COACHING FOR NORTHWEST MIDDLE SCHOOL AT A COST NOT TO EXCEED $125,000.00.

RESOLUTION: **R-26-1-201**

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 an Educational Services Agreement and Data Sharing Agreement with Catapult Learning, LLC for the 2025-2026, 2026-2027, and 2027-2028 school years for the development of a school turnaround plan, professional development, and coaching for Northwest Middle School; and

WHEREAS, the proposed Educational Services Agreement and Data Sharing Agreement set forth the terms and conditions under which the educational services will be provided; and

WHEREAS, at its regularly scheduled meeting on January 8, 2026, the Knox County Board of Education approved the Educational Services Agreement and Data Sharing Agreement with Catapult Learning, LLC at a cost not to exceed $125,000.00.

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

The Educational Services Agreement and Data Sharing Agreement with Catapult Learning, LLC for the 2025-2026, 2026-2027, and 2027-2028 school years for development of a school turnaround plan, professional development, and coaching for Northwest Middle School 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 Educational Services Agreement and Data Sharing Agreement with Catapult Learning, LLC for the 2025-2026, 2026-2027, and 2027-2028 school years for development of a school turnaround plan, professional development, and coaching for Northwest Middle School 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

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement is effective as of January 5th, 2026, by and between Knox County School District (the "**Customer**") and Catapult Learning, LLC ("**Provider**") (the "Agreement").

The parties agree as follows:

1. **Term**. This Agreement will commence on the date listed above and terminate on July 31st, 2028 (the "**Term**").

2. **Scope of Services**. Provider will provide as the services as described in Exhibit A (the "Services") for the 2025-2026, 2026-2027, and 2027-2028 School Years.

3. **Provider Responsibilities**.

   (a) Services. Provider will deliver Services in a professional manner in accordance with recognized industry standards for similar services and qualified personnel will be assigned for that purpose. In providing the Services, Provider and its personnel shall exercise reasonable care. Provider cannot guarantee or assure the achievement of any performance objective, nor can Provider guarantee or assure any particular outcome for Customer, Nonpublic School, student or any other person as a result of this Agreement or the performance of the Services. Delivery of the Services will include use of certain proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials of Provider.

   (b) Distance Learning Delivery Permitted. Provider may deliver any portion of the Program when necessary, via distance learning to the extent practicable at the same rates set forth in this Agreement. Delivery of the Program via distance learning does not require consent from the Customer.

   (c) Control of Program Staff. Staff who provide the Services are Provider employees or independent contractors ("Provider Personnel").

   (d) Change in Circumstances. Provider will inform the Customer if it learns of any change in circumstances at a Nonpublic School receiving the Services that may affect delivery, including changes to administrative personnel, at the Nonpublic School where the Services are delivered or if the Nonpublic School's funding allocation has been expended.

4. **Customer Responsibilities**.

   (a) Student Placement. The Customer will consult with Provider regarding the placement of students for participation in a program to receive Services.

(b) Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months thereafter (the "Non-Solicitation Period"), the Customer shall not, either directly, indirectly through a third party, hire, or hire for the benefit for a third-party, nor solicit for employment any Provider employee or independent contractor. The Provider may waive the Customer's requirement not to solicit the Provider employee or independent contractor upon request and is effective only if in writing. If the Customer hires any Provider employee or independent contractor during the Non-Solicitation Period then the Customer will pay either: (a) thirty percent (30%) of the employee's annual compensation paid by the Provider if the hired person was a Catapult employee, or (b) a fee of Ten Thousand and 00/100 ($10,000.00) dollars if the hired person was an independent contractor (the "Commission"). The Commission is payable within thirty (30) days of the time the Provider employee or independent contractor accepts employment with the Customer. The Commission is non-refundable.

(c) Change in Circumstances. Customer will inform the Provider if it learns of any change in circumstances that may affect the delivery of the Services, which includes any change in administrative personnel, either at the Customer or the Nonpublic School recipient of Services, or any change in funding for the Services.

(d) Change in Administrative Personnel. In the event there is a change in Customer personnel assigned to oversee or manage this Agreement, the Customer will schedule a meeting between Provider and newly hired or appointed Customer personnel as soon practicable but no later than sixty (60) days from their start date.

5. Fees and Payment

(a) Fees. The fee for the Services is as set forth in Exhibit A. Total compensation due to Provider is Not To Exceed $375,000.00.

(b) Invoicing and Payment. Provider will invoice the Customer monthly in accordance with the provision of the Services, unless otherwise agreed to by the parties. Payments for the Services are due within thirty (30) days of the invoice date and are nonrefundable unless otherwise agreed in writing. The Customer is responsible for all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services provided pursuant to the Agreement. If the Customer claims tax-exempt status, the Customer will present evidence of such tax exemption upon request of Provider.

6. Intellectual Property

(a) All rights, title and interest in any information and items, including training, curricula, educational content thereof developed by Provider that is used in the provision of Services is the sole and exclusive property of Provider and it shall retain sole and exclusive ownership of all rights, title and interest in its proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services (the "Provider Materials").

7. **Confidential Information**

(a) "Confidential Information" means the confidential information to be disclosed under this Agreement including certain proprietary information, which may include but is not limited to, strategic planning, financial data, training content, presentations, trade secrets, trademarks, technical data, benchmarking, know-how, methodologies, discoveries, ideas, concepts, techniques, designs, specifications, and other business information not generally known in the marketplace, and Personally Identifiable Information as defined below.

(b) "Personally Identifiable Information" means all information that can be used to identify an individual, as may be defined in applicable information security and privacy laws, and includes "Nonpublic Personal Information" ("NPI"), as defined under the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.); "Personally Identifiable Information ("PII") derived from Educational Records (defined in 34 CFR § 99.2) as described under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g, et seq.) and "Protected Health Information" ("PHI"), as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d) ("HIPAA.")

(c) The party disclosing the Confidential Information will be referred to as the "Disclosing Party" and the party receiving the Confidential Information will be referred as the "Recipient." It is understood that one party can, at certain times, be a "Recipient" and at other times a "Disclosing Party."

(d) Recipient agrees that neither it, nor any of its employees, officers, directors, agents, and representatives who need to know such information (collectively, its "Representatives") will: (i) in any fashion or for any purpose use the Confidential Information except for the purpose set forth in the Agreement; or (ii) disclose, divulge, publish or disseminate the Confidential Information except as expressly authorized by Disclosing Party or this Agreement. Recipient further agrees that it and its Representatives will: (y) take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, the Confidential Information so as to prevent it from entering the public domain or falling into the possession of persons other than those authorized by this Agreement to have access to it; and (z) only permit those Representatives of Recipient who are authorized to participate, directly or indirectly, to have access to Confidential Information.

(e) Confidential Information shall not include any information (a) previously known by Recipient, (b) independently developed by Recipient, without use of any Confidential Information, (c) acquired by Recipient from a third party that is not, to Recipient's knowledge after due inquiry, under any legal obligation not to disclose such information or (d) that is, or becomes, public through no breach by Recipient of this Agreement.

(f) Accordingly, Recipient agrees, subject to applicable law or court order, not to disclose any of its communications, or any of the information it receives and develops in the course of the Services, to any person or entity apart from Customer and such other persons or entities as permitted by law or as Customer may designate.

(g) Return of Confidential and Proprietary Information. Upon request of the Disclosing Party, the Customer shall return, and cause any Nonpublic School in possession of, all Confidential Information in its possession, custody or control to the Disclosing Party.

8. **Students and Records and Privacy**

(a) With respect to Education Records (defined above) that Provider may create, receive or maintain on behalf of the Customer or NPS, Provider is designated as a School Official with a legitimate educational interest in and with respect to such Education Records, only to the extent to which Provider is required to create, receive or maintain Education Records to carry out the Services.

(b) FERPA. To the extent Services provided hereunder pertain to the access to student information, Provider will comply with 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto 34 CFR Part 99.

(c) HIPAA, CIPA, and GLBA. Further and to the extent applicable, Provider will comply with federal laws and regulations relating to student privacy including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

9. Breach and Termination.

(a) Termination for Cause. Either party may terminate this Agreement for cause if the other party is in material breach. The notice of default must provide the breaching party a detailed description of the alleged breach and an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default ("Cure Period"). If the breach is not cured within the Cure Period, the non-breaching party may terminate this Agreement by providing a written notice stating the date of termination.

(b) Equitable Adjustment. Upon early termination of the Agreement, Customer will pay Provider for Services delivered up to and including the date of termination.

10. Indemnification and Limitation of Liability.

(a) Provider Indemnification. To the extent permitted by law, Provider agrees to indemnify the Customer and its employees, officers, and directors from liabilities, demands, judgments, assessments, damages, fines, penalties, losses, or expenses, including reasonable attorneys' fees (collectively "Losses"), incurred by reason of a third party claim caused by the Provider's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of Customer. der.

(b) Indemnification Process. A party to this Agreement claiming a right of indemnification shall be referred to herein as the "Indemnified Party" and the party against whom the claim for indemnity is being made shall be referred to herein as the "Indemnifying Party." In the case of a claim asserted by a third party which claim is subject to indemnification, (a "Third-Party Claim"), the Indemnified Party will (i) give the Indemnifying Party prompt written notice of such Third-Party Claim. The Indemnifying Party is liable for its proportionate share of the Losses for such claim based on degree of fault as finally determined by a court or arbiter of competent jurisdiction. The Indemnifying Party shall not enter into any stipulated judgment or settlement that purports to bind the Indemnified Party without the Indemnified Party's express written authorization, which shall not be unreasonably withheld or delayed. In all instances, indemnification obligations stated in this section are several and not joint.

(c) Limitation of Liability. Notwithstanding the terms of any other provision and to the extent permitted by state law, the total liability of Provider and its affiliates, directors, officers, employees and contractors for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the lesser of the total fees paid to Provider in the preceding 12 months or $500,000. Provided however, the foregoing limitation will not apply to claims of personal injury, damage to personal property, and infringement of intellectual property. Neither Provider nor Customer shall in any event be liable for any indirect, consequential, loss of profits or revenue, enhanced damages or punitive damages, even if Provider or Customer have been advised of the possibility of such damages. The waiver of consequential damages and the limitation of liability set forth herein are fundamental elements of the basis of this Agreement between Provider and the Customer. Provider would not be able to provide the Services on an economic basis, and would not have entered into this Agreement, without such waiver and limitation. It is expressly understood and agreed that the foregoing provisions of this Section survive any expiration or termination of this Agreement to the extent the circumstances creating a liability covered hereby arose prior to such expiration.

11. INSURANCE

(a) Insurance Coverage. The Provider is insured with coverage for commercial general liability, property damage, and worker's compensation.

(b) Provider Insurance Limits. For the term of the Agreement, Provider will maintain liability insurance of the types and limits set forth below:

i. Commercial General Liability:	$1,000,000 on a claims-made basis and
$2,000,000 annual aggregate.	
ii.Auto Liability:	$1,000,000 annual aggregate
iii. Workers Compensation:	At the limit required by state law
iv. Employer Liability:	$1,000,000 annual aggregate

(c) Proof of Insurance. Upon request, Provider will produce a certificate of insurance evidencing the limits set forth above.

12. NOTICES

(a) Methods of Delivery. All notices under this Agreement may be delivered only by: (i) hand delivered by nationally recognized overnight delivery service (e.g., Fed-Ex or UPS or USPS Priority Overnight) messenger or courier service, (ii) pre-paid first-class certified mail, return receipt requested, or (iii) e-mail with read receipt requested, addressed to the respective party as noted below or to such other addresses as any party may designate by notice complying with the terms of this Section.

(b) Date of Delivery. Each such notice is deemed delivered on either, (i) the date delivered by personal service, (ii) the date on the pre-paid first-class certified mail return receipt, or (iii) the date of the "delivered receipt" e-mail or tracking information from nationally recognized overnight delivery service.

(c) Notice Addresses. The addresses of the parties for notice are:

Knox County School District
400 W. Summit Hill Drive Knoxville
TN 37902
Attention: Karri Hobby
Email:
karri.hobby@knoxschools.org

To Provider:
Catapult Learning, LLC
P.O. Box 444
Elmsford NY 10523
Attention:
Email: contracts@fullbloom.org
With a copy to the Office of the General Counsel at the same address.

13. MISCELLANEOUS

(a) Force Majeure. Neither party will be liable for non-performance or in default to the other party for failures of performance resulting from events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.

(b) No Agency. The parties do not intend for this Agreement to create a partnership or joint venture between the parties. Neither party may commit the other party for any purpose except as expressly provided herein.

(c) Assignment. Neither party may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required from Customer when Provider assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Provider or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of Provider.

(d) Applicable Law. Provider will comply with the federal and state laws applicable to the provision of the Services.

(e) Governing Law. The parties intend Tennessee law to govern this Agreement.

(f) Non-discrimination. Provider is an equal opportunity employer and conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, pregnancy, sexual orientation, gender identity, military service or other legally protected category.

(g) No Waiver. Failure of either party to exercise, or delay in exercising any right under this Agreement shall operate as a waiver. Exercising any right does not preclude the party from exercising any other right.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the parties and all previous agreements or discussions are hereby superseded by this Agreement.

(i) Inclement Weather. In the event that scheduled Services cannot reasonably proceed due to inclement weather or related safety concerns, Provider shall promptly notify the Customer. Upon such notification, the Customer may elect one of the following options at no additional cost: Provider will reschedule the affected Services to a mutually agreeable date and time; Provider will offer an equivalent alternative Service of comparable scope and quality at the same price as the originally scheduled Service; or Customer may cancel the affected Service without incurring any fees, penalties, or charges of any kind. The parties agree that determinations regarding inclement weather shall be made in good faith, with the safety of participants and staff as the primary consideration, and no cancellation or rescheduling under this provision shall be deemed a breach of the Agreement by either party.

(j) Severability. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected.

(k) Amendment of Agreement. This Agreement may be amended only by a written agreement signed by both parties.

(l) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which is an original, but all of which together constitutes one complete document.

(m) Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party only after obtaining the other party's consent which consent may not be unreasonably withheld.

(n) No Third-Party Beneficiaries. The parties intend that nothing in this Agreement grants any rights or benefits to anyone other than the parties. The parties further intend this Agreement does not allow any claim or right of action to anyone other than the parties.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

This Agreement is executed as of the date stated in the introductory clause, regardless of any dates inserted below:

Knox County School District

Name:
Title:
Date:

Catapult Learning, LLC

Name:
Title:
Date:

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-7775(a)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2025

Proposal Addendum for Northwest Middle School, Knox County Schools

1. *Intentionality with Tier 1 Planning and Subgroup Support*

School transformation requires a focused commitment to strengthening teaching and learning, particularly in the design and delivery of high-quality Tier 1 instruction. We partner with educators to integrate research-based practices into planning, explicit instruction and assessment across all content areas, ensuring the effective use of their high-quality instructional materials (HQIM). Our support includes structured planning that incorporates Fisher and Frey's Gradual Release of Responsibility model. We guide teachers in strategies that maximize academic learning time, increase student engagement, differentiate instruction, and design explicit concept- and skill-based teaching. Additionally, we help improve teacher questioning techniques, promote active student practice, and enhance approaches to assessment, ensuring data-driven opportunities for re-teaching. A strong focus on creating a positive and effective learning environment underpins and enhances the impact of these instructional strategies.

Research consistently demonstrates that students achieve more when school leaders and teachers share a unified understanding and language around effective teaching and learning. We work with leadership teams to establish a clear, school-wide lesson structure, creating consistent expectations for students and supporting their progress toward Tennessee Academic Standards.

Our approach assists teachers in planning for explicit instruction using three essential indicators of Academic Learning Time:

1. Students know and understand the lesson objective;
2. Students actively manipulate the content in relation to the lesson objective;
3. Students experience a 75-95% success rate.

We also help teachers integrate the core components of effective lesson design, including Activating Relevant Knowledge (ARK), Direct Teacher Input (TIP), Student Active Participation (SAP), and Identifying Student Success (ISS). Through targeted PD and coaching, we support teachers in developing and refining principles of instructional design and practice that include each of these elements, ensuring lessons are structured for maximum student engagement and achievement.

As an example of how we have accomplished this in other partnerships we describe our comprehensive targeted school transformation model, ***Building Instructional Coherence***. Catapult Learning delivers whole-school or small team professional development to leadership teams and teachers with a focus on adopting a school-wide model for instruction that leans into the key components of a well-designed lesson using evidence-based best practices. Content area coaching serves as follow-up to professional learning and supports teachers as they embark on planning and may include both modeling and co-teaching as teachers plan using core instructional practices.

This professional learning series provides an example of some of the ways we work with schools to improve Tier 1 instruction. In the sample implementation plans below, we include additional professional development content that may be used in support of the School Improvement Plan with an emphasis on core instructional practices, as well as meeting the needs of subgroups.

2. Provide Comprehensive Summary Analysis Preview and Summary

Catapult Learning will provide Northwest Middle School leadership and the school improvement committee a 2-hour onsite overview of the Comprehensive School Analysis and Root Cause Analysis process, which serves as the foundation for collaborative school improvement planning. This orientation will be offered onsite and will also include the pre-assessment phase of our needs assessment process, where team members will gather relevant data sources to be incorporated into the CSA. We will co-develop a detailed schedule for the visit with school leadership.

To support clear communication, we supply a document titled "Preparing Your Staff for the Comprehensive School Analysis," which serves as the foundation for collaborative school improvement planning. The team will review this document when conducting the 2-hour onsite preview of the CSA/RCA.

Catapult Learning will provide Northwest Middle School leadership and the school improvement committee a 2-hour onsite summary of the Comprehensive School Analysis and Root Cause Analysis process. This overview will be paired with the beginning of the collaborative school improvement planning process. During the summary reporting, the Catapult Learning team will present a summary of key CSA findings, root causes, and prioritized areas for action, including quick wins and long-term strategies for improvement. Equipped with these findings, the school improvement committee, with the support of the Catapult Learning team, will begin drafting the Year 1 School Improvement Plan. This scope of work reflects a leadership coaching day as we begin Year 1 implementation support. More than 1 coach/coaching day may be incorporated in these activities, should the planning require the input of a broader representation from the Catapult Learning team (i.e. content area coaches).

3. School Improvement Plan and Annual Implementation Plans

We describe in the revised charts on the pages that follow the annual roadmaps for on-site and remote coaching support. We've also added all data review, monitoring, and reporting functions to this roadmap. We've incorporated a more robust workplan for year 1 that will commence in March as the draft School Improvement Plan is finalized with the district and state.

What follows is a draft. We plan to leverage the school improvement plan, with clearly defined SMART goals, milestones, owners and timeframe, to develop a more formal professional learning roadmap.

Year 1 Scope of Services

Year 1 Scope of Services				
	Onsite and Virtual CSA & RCA, School Improvement Planning, and Year 1 Reporting	**Leadership Virtual Coaching and Professional Development**	**Leadership Onsite Coaching and Professional Development**	**Teacher Onsite Coaching and Professional Development**
January 2026	1 Day Onsite, 8 Hours Remote Prepare for the CSA Process – on-site preview of CSA prior to the start of work, initial data request, review of school documents, TEAM rubric expectations and curriculum structures			
February 2026	2-day visit with 2-person team for Comprehensive School Analysis (stakeholder meetings and needs assessment, classroom walk-throughs (Tier 1 instruction) sampling, review of EL and Special education data); 1 day visit 1-person for Root Cause Analysis; 8 Hours Remote Summary Report			
March 2026		24 Remote sessions to finalize SIP draft	1 Day On-site summary of CSA, Development of SIP	March Early Release – Introduction of Coaching Team and presentation of near-term SIP priorities
April 2026	Ongoing school level support for school leadership team to prepare and review data at regular intervals; preparation for district-level Step Back Days aligned to district-cycle visits (May); preparation for State-level reporting delivered to K. Hobby 3 business days prior to TBD state-reporting deadlines	31 Remote coaching and PD sessions with Leader and Leadership Team to address priorities in the SIP, identify key priorities for Teacher PD and coaching support, review potential PD selections to leaders and teachers	State Board Approval of School Improvement Plan by April 1; Presentation of Summary Report and approved Plan 8 Days Begin leader and leadership team coaching and PD to include routine classroom walk-throughs	20 Days Begin teacher coaching and PD for all designated staff in alignment with the priorities established in the SIP May Teacher PD: TBD based on identified SIP priorities
May 2026			Continue leadership team coaching and PD to include routine classroom walk-throughs	
June 2026				

Sample Topics for Leadership Team:

- Building Instructional Coherence – for Leadership
- Developing Effective Teams
- Effective Achievement Teams
- Change Management and the Data Analysis Cycle

Sample Topics for Staff:

- Building Instructional Coherence – for Teachers
- Content area topics such as: Understanding the Needs of English Learners, Effective Strategies for English Learners, Teaching Strategies: Argumentative Writing, Close Reading

Year 2 Scope of Services

Year 2 Scope of Services				
	On-site and Virtual Monitoring & Reporting to School, District and State	**Leadership Virtual Coaching and Professional Learning**	**Leadership Onsite Coaching and Professional Development**	**Teacher Onsite Coaching and Professional Development**
	Ongoing school level support for school leadership team to prepare and review data at regular intervals; preparation for district-level Step Back Days aligned to district-cycle visits (Oct., Dec., Feb., May); preparation for State-level reporting delivered to K. Hobby 3 business days prior to TBD state-reporting deadlines	Remote coaching and PD sessions with Leader and Leadership Team to address priorities in the SIP, identify key priorities for Teacher PD and coaching support, review potential PD selections to leaders and teachers	Leadership team coaching and PD to include routine classroom walk-throughs	Teacher coaching and PD for all designated staff in alignment with the priorities established in the SIP
August 2026	Monthly SIP Monitoring	3 Sessions	2 Days	3 Days PD TBD:
September 2026	Monthly SIP Monitoring	3 Sessions	1 Day	3 Days
October 2026	Step Back: 4 Remote Hours, 1 Onsite	3 Sessions	1 Day	3 Days
November 2026	Monthly SIP Monitoring State Reporting* (TBD)	3 Sessions	1 Day	3 Days PD TBD:
December 2026	Step Back: 4 Remote Hours, 1 Onsite	3 Sessions	1 Day	2 Days PD TBD:
January 2027	Monthly SIP Monitoring	3 Sessions	1 Day	3 Days PD TBD:
February 2027	Step Back: 4 Remote Hours, 1 Onsite	3 Sessions	1 Day	3 Days PD TBD:
March 2027	Monthly SIP Monitoring State Reporting* (TBD)	3 Sessions	1 Day	2 days PD TBD:
April 2027	Monthly SIP Monitoring	3 Sessions	1 Day	2 days PD TBD:
May 2027	Step Back: 4 Remote Hours, 1 Onsite	3 Sessions	1 Day	3 Days
June 2027	Monthly SIP Monitoring State Reporting* (TBD)	3 Sessions	1 Day	June PD Institute TBD

Sample Topics for Leadership Team:

- Assessment for School Leaders
- Data-Driven Coaching Observations and Coaching Conversations for Leaders
- Marzano's High Yield Strategies for Instructional Leaders
- Differentiation to Enhance Learning for Instructional Leaders

Sample Topics for Staff:

- English Learners: Oral Language- Language Objectives for Els, Engaging Strategies for English Learners, Co-Teaching English Learners
- MTSS & Special Education: Introduction to MTSS: A Framework for Instruction, Refining our MTSS Systems of Support, Identifying and Understanding the Needs of Students with Learning Differences, Exploring Modifications and Accommodations for Students with Learning Differences
- Content area topics such as: Effective PLCs, Interactive and Engaging Teaching Strategies

Year 3 Scope of Services

Year 2 Scope of Services				
	On-site and Virtual Monitoring & Reporting to School, District and State	**Leadership Virtual Coaching and Professional Learning**	**Leadership Onsite Coaching and Professional Development**	**Teacher Onsite Coaching and Professional Development**
	Ongoing school level support for school leadership team to prepare and review data at regular intervals; preparation for district-level Step Back Days aligned to district-cycle visits (Oct., Dec., Feb., May); preparation for State-level reporting delivered to K. Hobby 3 business days prior to TBD state-reporting deadlines	Remote coaching and PD sessions with Leader and Leadership Team to address priorities in the SIP, identify key priorities for Teacher PD and coaching support, review potential PD selections to leaders and teachers	Leadership team coaching and PD to include routine classroom walk-throughs	Teacher coaching and PD for all designated staff in alignment with the priorities established in the SIP
August 2027	Monthly SIP Monitoring	3 Sessions	2 Days	3 Days PD TBD
September 2027	Monthly SIP Monitoring	3 Sessions	1 Day	3 Days
October 2027	Step Back: 4 Remote Hours, 1 Onsite	3 Sessions	1 Day	3 Days
November 2027	Monthly SIP Monitoring State Reporting* (TBD)	3 Sessions	1 Day	3 Days PD TBD
December 2027	Step Back: 4 Remote Hours, 1 Onsite	3 Sessions	1 Day	2 Days PD TBD
January 2028	Monthly SIP Monitoring	3 Sessions	1 Day	3 Days PD TBD
February 2028	Step Back: 4 Remote Hours, 1 Onsite	3 Sessions	1 Day	3 Days PD TBD
March 2028	Monthly SIP Monitoring State Reporting* (TBD)	3 Sessions	1 Day	2 days PD TBD
April 2028	Monthly SIP Monitoring	3 Sessions	1 Day	2 days PD TBD
May 2028	Step Back: 4 Remote Hours, 1 Onsite	3 Sessions	1 Day	3 Days
June 2028	Monthly SIP Monitoring State Reporting* (TBD)	3 Sessions	1 Day	June PD Institute TBD

Sample Topics for Leadership Team:

- Bloom's Taxonomy for Instructional Leaders: Aligning Objectives, Questions, and Assessments
- Designing Data Displays and Instructional Interventions
- Analyzing Student and Teacher Growth

Sample Topics for Staff:

- English Learners: Vocabulary Development for English Learners, Working with Grade 4–12 English Learners: Promoting Rigor Through Close Reading, Teaching Content Specific Literacy to English Learners
- MTSS & Special Education: Specially Designed Instruction in Reading Specially Designed Instruction in Math, Keys to Successful Belonging: Co-Planning and Co-Teaching, Data-Based Individualization (DBI)
- Content area topics such as: Exploring Text Complexity, Using the Writing Process to Support Argumentative Writing

4. Professional Development Preview and Alignment

We will provide the district with a preview and/or virtual walkthrough of all professional learning content and related materials before any sessions are delivered at the school level. Initially, these previews may be provided "just in time" as needed, with the goal of establishing routine twice-yearly reviews as our processes and communication systems become more fully developed. These reviews will take place remotely – using our allotted remote sessions – and will occur at least two weeks in advance of the planned professional learning to allow time to incorporate district feedback. Our Leadership PD Specialist will coordinate these preview sessions in collaboration with our content area specialists.

We recognize our responsibility to schedule professional development sessions on early release days, district-led development (DLD) days, and other professional development days indicated on the district calendar. Additionally, PLC meetings, grade-level, or department meetings can be used for shorter professional learning sessions, as outlined in the school improvement plan and agreed upon with school leadership.

To further support instructional alignment, we propose conducting routine Learning Walks during each leadership coaching day. Our leadership coach will join school leadership and designated instructional leaders to observe and ensure consistency and quality of Tier 1 instruction across all grades and subjects. Catapult Learning content coaches will plan Learning Walks in collaboration with instructional leaders at the grade or department level as needed, using the district-adopted curriculum observation tools.

5. Routine Review and Reporting Activities

Catapult Learning understands and acknowledges KCS requirements regarding the ongoing preparation, review, and progress monitoring of data as part of the School Improvement Plan implementation, and routine summary reporting associated with quarterly district step back days (Oct, Dec, Feb, May) and all relevant deliverable in compliance with state reporting deadlines. This includes identified deliverables to district's Strategic Improvement Specialist (K. Hobby) at least 3 days prior to state reporting deadlines (TBD).

Effective school improvement requires intentional planning and consistent communication among all stakeholders. As part of our transformation partnerships, we actively support school leadership in a routine plan-do-study-act cycle of continuous improvement. This includes establishing a routine cadence of monitoring and reporting on the progress of the school improvement plan and its related strategies. We gather and analyze data, facilitate plan reviews, and assist with report writing during both on-site and remote leadership coaching sessions. Our leadership Specialist, supported by other members of our coaching team as designated, will participate in District Step Back days. We commit to supporting state-level deliverables in the requested window of 3 days prior to state reporting deadlines.

By maintaining ongoing dialogue with school leadership and the school improvement committee, we ensure everyone stays informed and aligned around the organization's progress and overall well-being.

Our approach centers on a deliberate, five-step Diagnose (CSA), Plan, Do, Study, and Act continuous improvement process:

Step 1: "Diagnose"

An initial comprehensive school analysis) is made of school processes, inclusive of a root cause analysis.

Step 2: "Plan"

A school improvement plan is developed that specifically addresses a manageable number of issues identified in the CSA process. This plan includes specific actions to be taken by the leadership, the school improvement committee, the instructional teams, and Catapult Learning PD Specialists to address the strategic strategies identified in the improvement plans. Established KPIs, aligned with the district strategic plan, will identify owners and deadlines for each action item as we progress monitor the plans together in executive leadership meetings and leadership team meetings.

Step 3: "Do"

The plan is implemented by school leadership, instructional teams and our team. Progress monitoring reviews are conducted quarterly. As action items are satisfactorily completed and/or additional capacity is created, new and more demanding action steps may be introduced. Progress monitoring is data-driven as goals and milestones are written through a SMART goal lens.

Step 4: "Study"

As each action item is completed, the data associated with the item are collected and analyzed. Our team and leadership team review the data for indicators of success and indicators that may need adjusting. Action items are reviewed with both qualitative and quantitative evidence to determine areas of impact and ongoing challenge. Progress is measured by using a variety of data designed to help track student progress, inform instruction, and support school and/or district-wide decision making.

Step 5: "Act"

The improvement plan is updated, revised and expanded in response to the findings of data collection and analysis. The improvement plan is never a final, static document, but is constantly updated as actions are completed, their impact measured, and new challenges emerge.

We acknowledge our support role in the writing and delivery of monthly summary reports for the School Turnaround Committee. We understand the importance of the documentation requirements of the school improvement plan data and artifacts, including the inclusion of our coaching logs and summary reports related to active and achieved goals through our coaching documentation platform - OWL. We will ensure our team is responsive to the two in-person meetings each year during August and May to kick off and wrap-up each year. Additionally, we commit to our remote presence to virtual check-ins as needed.

6. Middle School Redesign

We recognize and fully support the district-wide efforts to reimagine middle schools, and we are committed to ensuring these innovative concepts are woven into the ongoing transformation work at Northwest Middle School.

Through our comprehensive needs assessment and extensive transformation experience, spanning multiple states, we have helped schools rethink and reshape the structures necessary for lasting improvement. Our PD Specialists bring a wealth of perspective, having supported schools in diverse contexts across the country. This breath of experience gives us unique insights to share with your team.

For example, we've guided schools in redesigning their master schedules to include dedicated intervention blocks, ensuring targeted support for students in smaller groups. We've also introduced and

established routines for data-driven Professional Learning Community (PLC) meetings on a weekly basis, creating a culture of continuous instructional improvement. Our support has also empowered schools to adopt more student-centered curricula, allowing students to excel at their own pace and pursue areas of personal interest.

In addition, we've worked with schools to develop house systems and advisory periods, which foster strong mentor-student relationships and personalized goal setting with students. Furthermore, our expertise in blended learning has helped schools integrate technology with traditional instruction, expanding opportunities for both students and teachers.

We are inspired by the saying, "A rising tide lifts all boats" and look forward to working together to create more engaging, effective, and supportive learning environments for all students, especially those attending Knox County Public Middle Schools.

Knox County School District
and Catapult Learning, LLC

EXHIBIT A
PROGRAM AND FEES

Type of Program:
Professional Development

FEES

The Customer shall pay Provider on the following basis:

CSA, SIP and Implementation Pricing Year 1

Year 1 School Improvement Planning		
Service	**Unit Price**	**Total Price**
Comprehensive School Analysis Report and Development of School Turnaround Plan	NA	$23,620.00
(30) Job-embedded PD and Coaching Days for School Staff	$2,845.00	$85,350.00
(55) Virtual Coaching and PD Sessions at 60 minutes/session	$284.50	$15,647.50
Total Price for CSA, SIP and Implementation Year 1		**(not to exceed) $125,000**

Implementation Year 2 Pricing

Year 2 – Implementation 2026-2027		
Service	**Unit Price**	**Total Price**
(39) On-Site PD and Coaching Days (1 Day = 6 hours)	$2,845.00	$110,955.00
(49) Virtual PD and Coaching Sessions at 60 minutes/session	$284.50	$13,940.50
Total Price for Year 2	**(not to exceed) $125,000**	

Implementation Year 3 Pricing

Year 2 – Implementation 2027-2028		
Service	**Unit Price**	**Total Price**
(39) On-Site PD and Coaching Days (1 Day = 6 hours)	$2,845.00	$110,953.44
(49) Virtual PD and Coaching Sessions at 60 minutes/session	$284.50	$13,940.50
Total Price for Year 2	**(not to exceed) $125,000**	

DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is attached to and forms a part of the parties' agreement for services (the "Contract") dated _____ by and between Knox County Schools ("District") and Catapult Learning, LLC ("Contractor") (the Agreement and the Contract are collectively referred to hereinafter as "Agreement"). This Agreement supersedes the Contract by adding to, deleting from and modifying the Contract as set forth herein. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Contract and this Agreement, this Agreement shall govern and the terms of the Contract that conflict with this Agreement or are inconsistent with this Agreement shall be of no force or effect.

In consideration of the mutual covenants, promises, understandings, releases and payments described in the Contract and this Agreement, the parties agree to amend the Contract by adding the following language:

1. Definitions

1.1. "*Biometric Record*," as used in the definition of "Personally Identifiable Information," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual. Examples include fingerprints; retina and iris patterns; voiceprints; DNA sequence; facial characteristics; and handwriting.

1.2. "*Designated Representative*" means District or Contractor employees as specified on Schedule 1 to whom all notices required in this Agreement will be sent.

1.3. "*District Data*" means any Student Data, Personally Identifiable Information, Record, Education Records, as defined herein, and all Personally Identifiable Information included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Contractor or that is otherwise collected or generated by Contractor in connection with the performance of the Services, as defined herein.

1.4. "*De-identified Data*" means District Data from which all Personally Identifiable Information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.

1.5. "*Education Records*" means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as Contractor.

1.6. "*End User*" means individuals authorized by the District to access and use the Services as defined herein.

1.7. "*Incident*" means a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data.

1.8. "*Personally Identifiable Information*" or "*PII*" means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally Identifiable Information includes, but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's state-assigned student identifier, social security number, student number or Biometric Record; (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.

To the extent it is not already included in the definition hereinabove, PII also includes: (a) Personally Identifiable Information contained in student "education records" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; (b) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (c) "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (c) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; and (e) other financial account numbers, access codes, and state- or federal- identification numbers such as driver's license, passport or visa numbers.

1.9. "*Record*" means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

1.10. "*Securely Destroy*" means to remove District Data from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in National Institute of Standards and Technology ("NIST") SP 800-88

r1 (2014) or as amended Guidelines for Media Sanitization so that District Data is permanently irretrievable in Contractor's and its Subcontractors' normal course of business.

1.11. "*Security Breach*" means an event in which District Data is exposed to unauthorized disclosure, access, alteration or use or a system configuration that results in a documented unsecured disclosure, access, alteration or use, in a manner not permitted in this Agreement, which poses a significant risk of financial, reputational or other harm to the affected End User or the District.

1.12. "*Services*" means any goods or services acquired by the District from the Contractor, or under the Contract, including but not limited to computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet, installed, or run on a computer or electronic device.

1.13. "*Student Data*" means includes any data, whether gathered by Contractor or provided by District or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute education records for the purposes of this Agreement, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Schedule 5 is confirmed to be collected or processed by the Contractor pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-identified Data, or anonymous usage data regarding a student's use of Contractor's Services.

1.14. "*Subcontractor*" means Contractor's subcontractors or agents, identified on Schedule 2, as updated by Contractor from time to time in accordance with the requirements of this Agreement, who Contractor has engaged to enable Contractor to perform its obligations under the Contract.

1.15. "*Student Profile*" means a collection of PII data elements relating to a student of the District.

2. Rights and License in and to District Data

2.1. School Official. The purpose of this Agreement is to describe the duties and responsibilities to protect District Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Contractor shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the District. For the purposes of this Agreement and pursuant to 34 CFR § 99.31(b), a "School Official" is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of student data including education records; and (3) is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

2.2. License. Contractor shall be under the direct control and supervision of the District, with respect to its use of District Data. District owns all rights, title, and interest in and to District Data and any and all now known or hereafter existing intellectual property rights associated therewith, and any derivative works thereof or modifications thereto, including without limitation, De-identified Data. The District hereby grants to Contractor a limited, nonexclusive license to use District Data solely for the purpose of performing its obligations specified in the Contract. This Agreement does not give Contractor any rights, title, or interest implied or otherwise, to District Data or De-identified Data, except as expressly stated in the Contract.

2.3. Parent Access. To the extent required by law District shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review education records and/or District Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Contractor shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for the District to respond to a parent or student, whichever is sooner) to the District's request for Student Data in a student's records held by the Contractor to view or correct as necessary. In the event that a parent of a student or other individual contacts the Contractor to review any of the Student Data accessed pursuant to the Services, the Contractor shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.

2.4. Separate Account. If student-generated content is stored or maintained by the Contractor, then Contractor shall, at the request of District, transfer, or provide a mechanism for District to transfer, said content to a separate account created by the student.

2.5. Law Enforcement Requests. Should law enforcement or other government entities ("Requesting Party(ies)") contact Contractor with a request for Student Data held by the

Contractor pursuant to the Services, the Contractor shall notify District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request.

2.6. Subprocessors. Contractor shall enter into written agreements with all subprocessors performing functions for Contractor in order for Contractor to provide the Services hereunder, whereby the subprocessors agree to protect District Data in a manner no less stringent than the terms of this Agreement.

3. Data Privacy

3.1 Use of District Data. Contractor shall use District Data only for the purpose of performing the Services and fulfilling its duties under the Contract.

3.2 Prohibited Uses of District Data. With the exception of De-identified Data that the District has agreed in writing to allow Contractor to use as specified in Section 3.5, Contractor shall not:

3.2.1 Use, sell, rent, transfer, distribute, alter, mine, or disclose District Data (including metadata) to any third party without the prior written consent of the District, except as required by law;

3.2.2 Use District Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or District employees, unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District;

3.2.3 Use District Data in a manner that is inconsistent with Contractor's privacy policy;

3.2.4 Use District Data to create a Student Profile other than as authorized or required by the Contract to perform the Services; and

3.2.5 Store District Data outside the continental United States unless Contractor has given the District Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved.

3.3 Qualified FERPA Exception. If Contractor will have access to Education Records, Contractor acknowledges that, for the purposes of this Agreement, pursuant to the Family

Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the District Education Records and PII disclosed pursuant to the Contract, and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract for District's and its End Users' benefit, and shall not share District Data with or disclose it to any third party except as provided for in the Agreement, as required by law, or if authorized in writing by the District.

3.4 Subcontractor Use of District Data. To the extent necessary to perform its obligations specified in the Contract, Contractor may disclose District Data to Subcontractors pursuant to a written agreement, specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose District Data, in whole or in part, to any other party; (b) Subcontractor shall not use any District Data to advertise or market to students or their parents/guardians; (c) Subcontractor shall access, view, collect, generate and use District Data only to the extent necessary to assist Contractor in performing its obligations specified in the Contract; (d) at the conclusion of its/their work under its/their subcontract(s) Subcontractor shall, as directed by the District through Contractor, Securely Destroy all District Data in its/their possession, custody or control, or return such District Data to the District, at the election of the District; and (e) Subcontractor shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure District Data from unauthorized disclosure, access and use. Contractor shall ensure that its employees and Subcontractors who have potential access to District Data have undergone appropriate background screening, to the District's satisfaction, and possess all needed qualifications to comply with the terms of this Agreement.

3.5 Use of De-identified Data. Contractor may use De-identified Data for purposes of research, the improvement of Contractor's products and services, and/or the development of new products and services. Additionally, De-Identified Data may be used by Contractor for those purposes allowed under FERPA and the following purposes: (1) assisting District or other governmental agencies in conducting research and other studies; and (2) research and development of Contractor's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Contractor's use of De-Identified Data shall survive termination of this Agreement or any request by District to return or destroy District Data. In no event shall Contractor or Subcontractors re-identify or attempt to re- identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re- identification.

3.6 Privacy Policy Changes. Prior to making a material change to Contractor's privacy policies, Contractor shall send District's Designated Representative written notice, which includes a clear explanation of the proposed changes.

3.7 Advertising Limitations. Contractor is prohibited from using, disclosing, or selling District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Services to District. This section does not prohibit Contractor from using District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using District Data as permitted in this Agreement and its accompanying exhibits.

4. Data Security

4.1 Security Safeguards. Contractor shall store and process District Data in accordance with commercial best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such data from unauthorized access, disclosure, alteration, and use. Contractor shall ensure that all such safeguards, including the manner in which District Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, as well as the terms and conditions of this Agreement. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, Contractor warrants that all electronic District Data will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

4.2 Risk Assessments. Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

4.3 Audit Trails. Contractor shall take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity, and to ensure data is deidentified in accordance with this Agreement.

4.4 Verification of Safeguards. Upon District's written request, Contractor shall provide or make available to the District for review, one or more of the following, verifying Contractor's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (1) a third-party network security audit report; (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred; (3) District Data has been deidentified by Contractor as set forth in the definition of Deidentified Data in section 1.3 of this Agreement.

4.5 Background Checks. The Contractor and every person, including any subcontractor or agent of the Contractor, who has unsupervised access to students, or access to student data, shall

be required to have a criminal background check. The results of the background check shall comply with applicable state law and other district requirements, and upon request, be available to the District. The costs associated with the background check are solely the Contractor's responsibility. Before Services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit whether or not he or she has been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation. Thereafter, during the term of the Contract all new personnel, subcontractor(s), third party support personnel and agents, whether paid or not, that are engaged, hired or added to perform the Services, shall be subject to these same requirements before performing Services on Contractor's behalf.

Notwithstanding the criminal background check requirement as set forth above, Contractor hereby warrants that no employee, subcontractor or agent of the Contractor rendering the Services has been convicted of a criminal offense in this or in any other state involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence; and (iii) Contractor shall notify the District immediately upon the discovery or receipt of any information that any person working for the Contractor has been detained or arrested by a law enforcement agency. Contractor understands that allowing any employee, subcontractor, volunteer or agent who is providing Services on Contractor's behalf, access to students, District's records, including PII, or to enter onto the District's property, that has been arrested or convicted of the aforementioned crimes, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement.

4.6 Duties of District. District shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. District shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and hosted District Data. District shall notify Contractor promptly of any known unauthorized access. District will assist Contractor in any efforts by Contractor to investigate and respond to any unauthorized access.

5. Security Incident and Security Breach

5.1 Security Incident Evaluation. In the event of an Incident, Contractor shall follow industry best practices to fully investigate and resolve the Incident, and take steps to prevent developments that may result in the Incident becoming a Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.2 Response. Within seventy-two (72) hours of becoming aware of a Security Breach, or a complaint of a Security Breach, Contractor shall notify the District Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the

District's investigation of and response to the Security Breach, and use best efforts to prevent any further Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.3 Security Breach Report. If the District reasonably determines that Contractor has committed a Security Breach, then the District may request Contractor to submit, within seven (7) calendar days from discovery of such breach, a written report, and any supporting documentation, identifying (i) the nature of the Security Breach, (ii) the steps Contractor has executed to investigate the Security Breach, (iii) what District Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Contractor has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Contractor has taken or shall take to prevent a future Incident or Security Breach.

6. Response to Legal Orders, Demands or Requests for Data

6.1 Received by Contractor. Except as otherwise expressly prohibited by law, Contractor shall immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking District Data; consult with the District regarding its response; cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and, upon the District's request, provide the District with a copy of its response.

6.2 Received by District. If the District receives a subpoena, warrant, or other legal order, demand or request seeking District Data maintained by Contractor, the District will promptly notify Contractor, and within two (2) business days, excluding national holidays, Contractor shall supply the District with copies of the District Data for the District to respond.

6.3 Parent Request. If a parent, legal guardian or student contacts the District with a request to review or correct District Data or PII, pursuant to FERPA, the District will promptly notify Contractor's Designated Representative and Contractor shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District, within ten calendar (10) days after receipt of District's notice. Conversely, if a parent, legal guardian or student contacts the Contractor with a request to review or correct District Data or PII, within ten calendar (10) days after receipt of such notice, Contractor shall promptly notify the District and shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District.

6.4 Access to District Data. District shall have the right to access and retrieve any or all District Data stored by or in possession of Contractor upon written notice to Contractor's Designated Representative. Contractor shall make the District Data available to the District within seven (7) calendar days from the date of request.

7. Compliance with Applicable Law

7.1. Children's Online Privacy and Protection Act. If Contractor collects personal information (as defined in the Children's Online Privacy and Protection Act of 1998, 5 U.S.C. 6501 to 6505, and its implementing regulations ("COPPA")) from children under thirteen (13) years of age in performing the Services, Contractor warrants, represents, and covenants that such collection is and shall be for the use and benefit of the District and for no other commercial purpose. Contractor has provided District with written notice of its collection, use, and disclosure practices.

7.2 Compliance with Laws. Contractor warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services including but not limited to: (a) COPPA; (b) FERPA; (c) the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) the Health Information Technology for Economic and Clinical Health Act, (e) Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (f) Payment Card Industry Data Security Standards; (g) Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; and (h) Americans with Disabilities Act, and Federal Export Administration Regulations.

7.3 Americans with Disabilities Act. To the extent the District is required to provide accommodations in compliance with the Americans with Disability Act ("ADA"), Contractor will make best efforts to assist the District in providing its Services to End Users pursuant to this Agreement, and will assist the District in a manner that its system and Services will, at a minimum, conform with all laws, regulations and guidance that apply to accessibility in accordance with the ADA, Section 504 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA guidelines; provided, however, Contractor will have no obligations with respect to such compliance as it relates to any portion of the system and Services provided or developed by the District including District content.

8. Term and Termination

8.1 Term. This Agreement takes effect immediately as of the Effective Date and remains in full force and effect until the successful completion of the Services, unless earlier terminated under Sections 8.2 or 8.3.

8.2 Mutual Termination. The parties may terminate this Agreement by mutual written consent so long as the Contract has lapsed or has been terminated. Otherwise, subject to Section 8.3, this Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the Contract between the parties or successful completion of the Services. Alternatively, upon re-execution of the Contract by the authorized persons of District and

Contractor, this Agreement shall also be revived and be of full force and effect.

8.3 Termination for Breach. Either party may immediately terminate this Agreement if such party determines, in its sole discretion, that the other party has breached any of the requirements of this Agreement and after such breaching party has received written notice from the non-breaching party regarding the breach and a ten (10) day opportunity to cure.

9. Data Transfer Upon Termination or Expiration

9.1 Destruction or Return of District Data. With the exception of De-identified Data that District has specifically agreed in writing to allow Contractor to use after termination or expiration of this Agreement, or District Data for which Contractor has specifically obtained consent from the parent, legal guardian or student to keep, no later than (30) calendar days after termination or expiration of this Agreement, and after having received written notice from the District requesting, and specifying its preference for, the return or destruction of the District Data, Contractor shall certify in writing that all District Data and PII that Contractor collected, generated or inferred pursuant to the Contract ("Contract Data"), is securely returned or Securely Destroyed, pursuant to Schedule 4 attached hereto.

9.2 Transfer and Destruction of District Data. If the District elects to have all District Data or Contract Data that is in Contractor's possession or in the possession of Contractor's Subcontractors transferred to a third party designated by the District, such transfer shall occur within a reasonable period of time but no later than thirty (30) calendar days after expiration or termination of this Agreement, and without significant interruption in service or access to such District Data. Contractor shall work closely with such third party transferee to ensure that such transfer/migration uses facilities and methods compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. District will pay all costs associated with such transfer. Upon successful transfer of District Data, as confirmed in writing by the District's Designated Representative, Contractor shall Securely Destroy all District Data in accordance with Section 9.1.

9.3 Response to Specific Data Destruction or Return Requests. After receiving a written request from the District, Contractor shall Securely Destroy or return any specific District Data or Contract Data that is in its possession or in the possession of its Subcontractors within seven (7) business days, excluding national holidays, after receiving a written request from the District.

10. Intentionally Omitted.

11. Intentionally Omitted.

12. Miscellaneous

12.1 Survival. Any other obligations or restrictions that expressly or by their nature are to continue after termination, shall survive termination of this Agreement for any reason until all District Data has been returned or Securely Destroyed.

12.2 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

12.3 Schedules. The following schedules are attached hereto, or shall be attached hereto, and are specifically made a part hereof by this reference:

Schedule 1 -- Designated Representatives
Schedule 2 -- Subcontractors
Schedule 3 -- Written Consent to Maintain De-identified Data
Schedule 4 -- Certification of Destruction/Return of District Data
Schedule 5 -- Schedule of Data

12.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE DISTRICT, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE DISTRICT FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.6 Effectiveness; Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with the party's signature).

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

DISTRICT NAME: Knox County Schools

Name:

Title

Date 12/15/25

CONTRACTOR NAME

Name John Geiselman

Title Vice President, Cyber-Security

Date 12/10/2025

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-775(b)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2025

OPTION 1

SCHEDULE 1
Designated Representatives

NOTICE REQUIRED	DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Security Breach:	Karri Hobby karri.hobby@knoxschools.org	John Geiselman Vice President, Cyber-Security 150 Rousch Blvd. STE 210, Philadelphia, PA 19112 john.geiselman@fullbloom.org
FERPA Requests:	Karri Hobby karri.hobby@knoxschools.org	help@fullbloom.org
Updates to Privacy Policy / Transparency Requirements:	Karri Hobby karri.hobby@knoxschools.org	help@fullbloom.org
Updates to Subcontractor Schedule:	Karri Hobby karri.hobby@knoxschools.org	help@fullbloom.org
Data Retrieval:	Karri Hobby karri.hobby@knoxschools.org	help@fullbloom.org
Destruction of Data:	Karri Hobby karri.hobby@knoxschools.org	help@fullbloom.org

OPTION 2

SCHEDULE 1
Designated Representatives

DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Karri Hobby Strategic Improvement Specialist 400 W Summit Hill Ave UT Tower 673 Knoxville, TN 37902 karri.hobby@knoxschools.org	John Geiselman Vice President, Cyber-Security 150 Rousch Blvd. STE 210, Philadelphia, PA 19112 john.geiselman@fullbloom.org

SCHEDULE 2
Subcontractors

Contractor shall update this information as necessary to maintain accuracy and shall send revised attachments, exhibits or schedules to the District's Authorized Representative.

What third party vendors does Contractor do business with that may have access to student personally identifiable data, and what is the purpose of these third party vendors (please fill complete the table below with this information)?

Name of Subcontractor	Primary Contact Person	Subcontractor's Address	Subcontractor's Phone/email	Purpose of re-disclosure to Subcontractor
Zoom	Zoom Support	support.zoom.com	support.zoom.com	Meetings
Microsoft 365	Microsoft Support	support.microsoft.com	support.microsoft.com	File Sharing
PDNow	FullBloom Support	help@fullbloom.org	help@fullbloom.org	PDNow SaaS

SCHEDULE 3
Written Consent to Maintain De-identified Data

The District hereby gives its consent for Contractor to retain and use for the stated purpose and period, De-identified Data elements as set forth below:

Description of De-identified Data Elements	Purpose for Retention and Use	Period of Use
Student & Teacher Data	Quality assurance & analytics	Term of agreement

I\We, John Geiselman, as [title]
Vice President, Cyber-Security **and the authorized representative(s) of the Contractor do hereby certify that no attempt will be made to re-identify De-identified Data.**

Contractor Representative Name: John Geiselman

Title: Vice President, Cyber-Security

Signature: John Geiselman Date: 12/10/2025

SCHEDULE 4
Certification of Destruction/Return of District Data

I\We, [NAME(S)], as the authorized representative(s) of the Contractor do hereby acknowledge and certify under penalty of perjury that [initial next to both subparts of the applicable Part A or Part B]:

Part A - Destruction:

_____ the District Data and PII provided to Contractor by the District as part of the Data Sharing Agreement in accordance with federal and state law was destroyed on, 20_____ by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractor's Subcontractors as part of the Data Sharing Agreement in accordance with federal and state law was destroyed as set forth below:

Name of Subcontractor	*Date of Deletion*	*Destruction Method*

Part B - Return: [If this option is elected by the District, then Contractor shall also complete Part A.]

_____ the District Data and PII provided to Contractor by the District as part of the Data Sharing Agreement in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District, on _____, 20___to _____, by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractor's Subcontractors as part of the Data Sharing Agreement in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District as set forth below:

Name of Subcontractor	*Date of Return*	*Return / Transfer Method*

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____Date: _____

SCHEDULE 5
Schedule of Data

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	☒
	Other application technology meta data-Please specify: User: First/last name, email, username, role, school, district	☒
Application Use Statistics	Meta data on user interaction with application	☒
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify: Educator course performance scores	☒
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☒
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☐
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify: Prior services and supports received	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

Category of Data	Elements	Check if Used by Your System
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Contractor/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	☐
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application: Note: All data elements noted above pertain to staff data only. We do not collect any student (FERPA) data for Professional Development related engagements or applications.	☒

None	No Student Data collected at this time. Contractor will immediately notify District if this designation is no longer applicable.	☒

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Catapult is the vendor selected to work with Northwest Middle School in the School Turnaround Program. This is contract approval to be signed. I am attaching a draft document as a place holder and will provide the final document as soon as possible.

Cost to Knox County Schools

0

Description and Type of Funding Source

TDOE School Turnaround Program (STP)

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

RLA-18027 **R-26-1-202**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Andrea L. Ramsey for the commissioning of a new musical work for West Valley Middle School's performance at the 2026 Tennessee Music Association Conference in April 2026 at a cost of $5,000.00.
(Schools)

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH ANDREA L. RAMSEY FOR THE COMMISSIONING OF A NEW MUSICAL WORK FOR WEST VALLEY MIDDLE SCHOOL'S PERFORMANCE AT THE 2026 TENNESSEE MUSIC ASSOCIATION CONFERENCE IN APRIL 2026 AT A COST OF $5,000.00.

RESOLUTION: **R-26-1-202**

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 a Contract with Andrea L. Ramsey for the commissioning of a new musical work for West Valley Middle School's performance at the 2026 Tennessee Music Association Conference in April 2026; and

WHEREAS, the proposed Contract sets forth the terms and conditions under which the services will be provided at a cost of $5,000.00; and

WHEREAS, at its regularly scheduled meeting on January 8, 2026, the Knox County Board of Education approved the Contract with Andrea L. Ramsey for the commissioning of a new musical work for West Valley Middle School.

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

The Contract with Andrea L. Ramsey for the commissioning of a new musical work for West Valley Middle School's performance at the 2026 Tennessee Music Association Conference in April 2026 is hereby adopted and approved in substantive form as presented this date, copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Contract with Andrea L. Ramsey for the commissioning of a new musical work for West Valley Middle School's performance at the 2026 Tennessee Music Association Conference in April 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

CONTRACT

The following constitutes the agreement between composer **Andrea L. Ramsey** and the **West Valley Middle School** and Knox County Schools regarding the commissioning of a new musical work.

West Valley Middle School (henceforth known as WVMS in this contract) hereby commissions Andrea Ramsey (henceforth known as AR in this contract) to compose one selection according to the guidelines that follow:

1. ***Title TBD***
   a) original choral work for SSA choir and piano

   b) no less than 3 minutes in duration, no longer than 4 minutes in duration

   c) possible contrasting moods; containing a "gloriously big moment"

   d) vocal ranges will adhere to the following guidelines:
      Soprano 1- No higher than occasional Ab
      Soprano 2- Bb3 to E5
      Alto- no lower than G3, no higher than Ab4

   e) text for the work to be jointly agreed upon by Abby Hemenway Brown and Andrea Ramsey

   f) the selected text may be slightly adapted to suit the composer's artistic purposes (i.e. repetition, omission or addition of words that do not alter the overall meaning)

   g) The commission fee for this work shall be $5000

   h) The original score and any subsequently printed scores will bear on the title page or at the head of the first page of music the following dedication:

   Commissioned by West Valley Middle School and Knox County Schools
   In honor of West Valley Voice's performance at the 2026 TnMEA Conference
   Abby Hemenway Brown, Director

   i) The composition shall be completed and a PDF shall be delivered by AR to WVMS shall be received on or by no later than January 15, 2026 with every effort made to complete it sooner

2. AR grants WVMS the exclusive performing rights to premiere the work, after which the piece will become available to other performers. WVMS will have rights in perpetuity to perform the work from their licensed PDF, even after it is publicly available to others.

3. AR shall submit a plainly legible full score, as well any percussion parts in PDF format via electronic mail. WVMS is entitled to no royalties resulting from the future commercial successes of the composition. AR owns the completed composition and all rights which accrue from such ownership. She is free to assign the copyrights at her own discretion.

4. Should AR prove unable to fulfill this commission for any reason whatsoever, her liability to WVMS will be limited to the return of whatever portion of the commissioning fees she has already been paid and/or cancellation of any fees due.

5. AR warrants that the work infringes no existing copyright and that this contract contravenes no existing agreement.

CONTRACT

6. If desired, WVMS will pay for its own promotion and advertising of the commission and upcoming performance(s) of the work. AR is welcome to arrange at her expense any additional advertising.

7. Total fees for the commission shall not exceed $5000. The payment, as agreed upon by AR and WVMS is to be delivered in one lump sum no later than one month upon delivery of the work and receipt of invoice.

9. Any situation that is not described in the body of this contract shall be negotiated separately by WVMS and AR. This agreement represents the entire understanding between WVMS and AR. Its terms shall be interpreted under the laws of the state of Kansas.

AGREED AND ACCEPTED:

_____ _____

Abby Hemenway Brown (WVMS Representative) Date

_____ _____

Andrea L. Ramsey (AR) Composer Date

Knox County Schools/ Knox County Board of Education signatures on next page.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-779

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2025

TERRI COATNEY

From: TERRI COATNEY
Sent: Tuesday, December 9, 2025 4:36 PM
To: ANGIE MESSER
Subject: Agreement with Dr. Andrea Ramsey for West Valley Middle's Choral Piece for TMEA Conference
Attachments: img12092025_0001.pdf

Importance: High

Hi Angie,

Cynthia Brown submitted the attached documentation for Board approval of an agreement with Dr. Andrea Ramsey, and I wanted to check with you to see if you could clarify the funding information. I was going to include her on this email, but I cannot find her email address in the list (probably because her name is hyphenated or something maybe?).

Anyway, she indicated on the fiscal note that the $5,000 fee would be covered by "Fundraising, WVMS Education Foundation, and Music Department contribution." Since the funding is coming from multiple sources, I will need breakdown of how much is coming from each of the areas and I assume the Music Department contribution is coming from the district's general purpose funds, is that correct? If so, this agreement will also require County Commission approval since taxpayer funding will be involved, so I wanted to make sure you and Cynthia knew since the agreement indicates the composition shall be completed by January 15 and Commission does not meet again until the last Monday of January. Also, if the school's foundation is donating some of the funds, they will need to make sure the donation is given to the school and can be verified in the school's accounts, so we will need to add Garrett Raiden to the routing process to verifying the funding is available when needed.

Just let me know if any of that is incorrect or needs to be changed. The agenda deadline is tomorrow, but I will hold off routing this for legal review until I hear from you.

Thank you so much!!!

Terri

Terri Coatney
Executive Assistant
Knox County Board of Education
P.O. Box 2188
Knoxville, TN 37901-2188
Office 865-594-1623
Fax 865-594-1629
Mobile 865-659-4356

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

West Valley Middle School has been invited to perform at the 67th Annual Tennessee Music Education Association Conference in April 2026. This is the highest honor an academic performing ensemble can achieve in the state of Tennessee. In honor of this invitation, I intend to commission Dr. Andrea Ramsey to compose a new choral piece written specifically for the students, which will be debuted at our TMEA performance. The cost for this commissioned work is $5,000.

Cost to Knox County Schools

$0

Description and Type of Funding Source

Fundraising, WVMS Education Foundation, Music Department contribution

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

RLA-18028 **R-26-1-203**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Acceptance Agreement with Mr. Holland's Opus Foundation for grant of musical instruments valued at $38,717.00 to West High School funded by the Morgan Wallen Foundation.
(Schools)

Attachments

Resolution
Agreement
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT ACCEPTANCE AGREEMENT WITH MR. HOLLAND'S OPUS FOUNDATION FOR GRANT OF MUSICAL INSTRUMENTS VALUED AT $38,717.00 TO WEST HIGH SCHOOL FUNDED BY THE MORGAN WALLEN FOUNDATION.

RESOLUTION: **R-26-1-203**

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 a Grant Acceptance Agreement with Mr. Holland's Opus Foundation to receive an award of musical instruments valued at $38,717.00 to West High School funded by the Morgan Wallen Foundation; and

WHEREAS, the attached Grant Acceptance Agreement sets forth the terms and conditions for the acceptance of the award; and

WHEREAS, at its regularly scheduled meeting on January 8, 2026, the Knox County Board of Education approved the Grant Acceptance Agreement with Mr. Holland's Opus Foundation.

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

The Grant Acceptance Agreement with Mr. Holland's Opus Foundation for grant of musical instruments valued at $38,717.00 to West High 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 Acceptance Agreement with Mr. Holland's Opus Foundation for grant of musical instruments valued at $38,717.00 to West High 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

MR. HOLLAND'S OPUS
FOUNDATION

GRANT ACCEPTANCE AGREEMENT

Thoroughly review this agreement, then sign and return no later than **December 1, 2025.** Failure to do so may result in the cancellation of this award.

It is agreed that the **Mr. Holland's Opus Foundation's ("MHOF" or "Foundation")** award of musical instruments, equipment, and related accessories outlined on Attachment A and their acceptance by **West High School** of **Knox County Schools** in **Knoxville, Tennessee ("Grantee")** is subject to the following terms and conditions:

1. The award is made in support of music education at West High School and not to any one or more teachers employed at West High School. Transfer or loan of the donated instruments to a different school, including a different school in Knox County Schools is expressly prohibited, even in the case of music teacher turnover.

2. The grantee must complete a Receipt of Donated Instruments form when donated instruments arrive and have been inspected (to be completed by the music teacher, this form will be emailed to them).

3. If lending donated instruments to students for at-home learning / practice, teachers will execute a loan contract with guardians and implement regular inspection / accountability measures to ensure the instruments will be properly handled, stored, maintained and protected from damage or loss.

4. Teachers will thoroughly inspect all donated instruments upon receipt and notify the Foundation within 15 business days of the delivery if any instruments are damaged or defective. Teachers should retain any packaging materials for damaged instruments.

5. Include the donated instruments (makes, models and serial numbers) on the school/district's master inventory list for tracking and accountability purposes. It is highly recommended that the instrument inventory numbers assigned to the donated instruments include the letters "MHOF" for easy identification should an inventory check be conducted in the future.

6. Store instruments in a safe and secure designated area and undertake normal maintenance of the instruments to keep them in good repair.

7. Notify the Foundation in the future if the music teacher signing this agreement is no longer teaching at this school and provide the name, phone and email of the replacement teacher.

8. Notify the Foundation if the awarded music program is discontinued, or if donated instruments are not being used, and return all instruments to the Foundation within 60 days, at the school and/or school district's expense.

9. Provide photographs and/or videos of students and/or teachers with the donated instruments, and quotes or letters from the teacher, principal, or students, verifying that permission has been granted by the participants for their use by the Foundation and any other stated benefactor.

10. Credit Mr. Holland's Opus Foundation and any other stated benefactor in any promotion of this grant, including press releases, printed programs, interviews, social media, etc.

11. The Mr. Holland's Opus Foundation reserves the right to rescind this grant if West High School orKnox County Schools fails to fulfill its obligations as provided herein. If the grant is rescinded, all of the instruments must be

promptly returned to The Mr. Holland's Opus Foundation. All return shipping expenses shall be paid by West High School or Knox County Schools.

By their signatures below, Principal Ashley Speas and Music Teacher Rachel Pena of West High School (i) acknowledge that they have read and understand this Grant Acceptance Agreement and (ii) agree to all terms as provided in this Grant Acceptance Agreement.

By their signature below, Superintendent Dr. Jon Rysewyk, or by/through their delegated signature authority, of Knox County Schools, (i) acknowledges that they have read and understand this Grant Acceptance Agreement and (ii) agrees to all terms as provided in this Grant Acceptance Agreement.

For the grantee:

Print Name Ashley Speas

Signature Ashley Speas Date: 11/17/2025

Principal, West High School

Print Name Rachel Pena

Signature Rachel Pena (Nov 14, 2025 16:09:39 EST) Date: 11/14/2025

Music Teacher, West High School

Print Name _____

Signature _____ Date: _____

Superintendent, Knox County Schools

For the Mr. Holland's Opus Foundation:

Print Name Todd Shipley

Signature Todd H. Shipley Date: 11/14/2025

Program Director, Mr. Holland's Opus Foundation

School Tax EIN Number: 62-1514781

ATTACHMENT A:
LIST OF DONATED MUSICAL INSTRUMENTS, EQUIPMENT, AND RELATED ACCESSORIES

The Mr. Holland's Opus Foundation awards the following-musical instruments, equipment, and/or accessories to the aforementioned school listed on page one of this grant acceptance agreement.

Quantity	Make/Model	Type	Retail Each
2	Eastman/VB8012SBC	Double Bass (1/2 Size)	$4,092.00
1	Eastman/VB8034SBC	Double Bass (3/4 Size)	$4,092.00
4	Eastman/VC8044SBC	Cello (4/4 Size)	$1,742.00
3	Eastman/VC8034SBC	Cello (3/4 Size)	$1,742.00
8	Eastman/VL8044SBC	Violin (4/4 Size)	$834.00
1	Eastman/VL8034SBC	Violin (3/4 Size)	$834.00
5	Eastman/VA8015SBC	Viola 15"	$963.00
2	Eastman/VA8014SBC	Viola 14"	$963.00

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-784

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2025

<keith.wilson@knoxschools.org>; THERESA NIXON <theresa.nixon@knoxschools.org>; HEATHER CASTEEL <heather.casteel@knoxschools.org>
Cc: Todd Shipley <todd@mhopus.org>; Cecilia Garcia <cecilia@mhopus.org>
Subject: Re: Morgan Wallen Foundation: Holiday Instrument GRANT (West High School)

Hello!

I cannot believe my eyes! I am in absolute shock! What a joy it is to receive these instruments and know that they will bring music to life for generations at West High School.

Please receive our deepest gratitude!

Thank you,

Rachel Peña

BMS Orchestra Director
Bearden Middle School

Knox County Schools
rachel.pena@knoxschools.org
@kcsrachelpena

From: Kathleen Flaherty <kflaherty@k21.com>
Sent: Thursday, November 13, 2025 6:01 PM
To: RACHEL PENA <rachel.pena@knoxschools.org>; ASHLEY SPEAS <ashley.speas@knoxschools.org>; Superintendent Dr. Jon Rysewyk <superintendent@knoxschools.org>; ANGIE MESSER <angie.messer@knoxschools.org>; CARLY HARRINGTON <carly.harrington@knoxschools.org>; KEITH WILSON <keith.wilson@knoxschools.org>; THERESA NIXON <theresa.nixon@knoxschools.org>; HEATHER CASTEEL <heather.casteel@knoxschools.org>
Cc: Todd Shipley <todd@mhopus.org>; Cecilia Garcia <cecilia@mhopus.org>
Subject: Morgan Wallen Foundation: Holiday Instrument GRANT (West High School)

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

Dear Dr. Speas and Ms. Pena,

Congratulations from Morgan Wallen Foundation.

We support programs for youth in the areas of sports and music, and we are THRILLED that you have been selected to receive a donation of musical instruments as part of our

Holiday 2025 Grant Program.

West High School's music program will be receiving **$38,717** worth of instruments:

- 2 Double Bass (1/2 Size)
- 1 Double Bass (3/4 Size)
- 4 Cellos (4/4 Size)
- 3 Cellos (3/4 Size)
- 8 Violins (4/4 Size)
- 1 Violin (3/4 Size)
- 5 Violas (15")
- 2 Violas (14")

Next Steps:

1. You will receive a follow-up email from the team at Mr. Holland's Opus Foundation (MHOF). MHOF is administering this grant for the Morgan Wallen Foundation.

Thank YOU for your dedication to nurturing the next generation of musicians.

Kind regards,

--

Kathleen Flaherty, Executive Director

Morgan Wallen Foundation

310.490.9118

From: RACHEL PENA
To: HEATHER HENDERLIGHT; ANGIE MESSER
Subject: Fw: Potential Support for West HS
Date: Monday, November 24, 2025 10:21:57 AM
Attachments: image001.png
Outlook-rbxu4tor.png
Outlook-eej4k52d.png
Outlook-4qarjttw.png
Outlook-gndzrmaz.png
Outlook-5b50oiko.png
Outlook-2tked2fz.png
Outlook-guvvw2i0.png
Outlook-lyqnrakv.png
Outlook-ntus2ylf.png
Outlook-hffi0q5u.png

Please see below.

Thank you,

Rachel Peña

From: RACHEL PENA <rachel.pena@knoxschools.org>
Sent: Thursday, April 17, 2025 11:36 AM
To: Todd Shipley <todd@mhopus.org>
Subject: Re: Potential Support for West HS

Hello,

Thank you for your response, Mr. Shipley! I can't believe I am talking to you again, what a joy! Yes, I like the alternations you have made and I am grateful for your consideration and continued support.

I have included the answers to your questions below. Please let me know if you have any questions.

1. **Your background:**
    - **How long have you been at this school?** *I am now completing my 4th year at Bearden Middle School where in collaboration with admin, music department staff, students and the community in general we have built the orchestra program from 30 students in its first year to 150 currently. In that time we have worked arduously with community partnerships to get support for the program which serves students of all socio-ecomomic backgrounds.*
    - **How many years have you been teaching overall?** *I have been teaching now for 21 years.*
    - **Do you plan to return to this school for the 2025–26 school year?** *Yes, I will return for the next school year 25-26*
2. **Program overview:**
    - **Briefly describe your school's music program and your role in developing it.** *Our program at BMS works with students grades 6-8 where they learn string playing skills from the beginning and without previous experience in most cases. Students participate in daily class, play in concerts and participate in other activities such as community recruitment and districtwide events such as KCS Honors Orchestra where students from our program won 3 out of the possible 5 principal chairs after auditions. Students at West HS will be from grades 9-12 and will have varied backgrounds in music, many with experience and some without. This will be accounted for in repertoire selection. I will focus on laying a solid musical foundation during our first year there. The most important thing that will get the West High School Orchestra program off to a good start and established is the relationships I have built over the years with my students and their families at Bearden Middle School. it is my current and former students at West who have already begun to sign up for orchestra. West HS will be the continuation of the successful work I have done in the MS. Students know they can expect a teacher that will hold them to a high standard with kindness and support and that together we will strive for excellence in our musical work and the development of important life skills such as discipline, commitment and resilience.*
    - **My most recent success story** that touched me deeply was when the counselors at West High School began reading to me the names of the students who had signed up for orchestra and most were all names I recognized from former and current students. Being with a teacher and their program for 3 years and then signing up for more is an incredible vote

of confidence and a compliment to a job well done. They also went into detail about how excited students were to hear that orchestra was coming to WHS.

- **What are some current challenges or barriers you're facing?** *The biggest challenge I am facing currently is having enough instruments for the orchestra, especially the lower strings. Furthermore, I will have to work hard to attend to the needs of students in both buildings.*

3. **Enrollment details:**
   - **What is your current student enrollment by grade or course?** *BMS 6th grade: 49, BMS 7th grade 68, BMS 8th grade 30. Students going to West who have not signed up for orchestra are the ones that asked for a transfer elsewhere like L & N Academy because they want to study science more in depth. However, some are transferring to West just to continue orchestra from other schools including private ones, when they heard there would be an orchestra program. I will see them for 1 hour and a half every other day, because West HS has an A and B schedule, so the same is true for all other non-core classes. I have built in planning time during my day to return to West as needed on a day when I don't have class there.*
4. **Looking ahead:**
   - **If available, provide projected enrollment numbers for the 2025–26 school year (by grade or course).** *We are expecting 50 sixth graders, 50 7th graders and 70 8th graders, bringing the total to 170 at the MS. We are expecting about 40 students in the HS as our beginning year long class, going from current numbers and transfers currently being worked on.*
   - **Have there been any major changes in recent years (positive or negative) that have affected your program?** We have not had any changes that have negatively impacted the program and the program continues to grow.
5. **Sustainability of the grant:**
   - **Will you be able to safely and securely store the instruments requested?** *Yes, I am writing a grant with the city council to obtain racks for storage. We have also identified a room where instruments will be safely stored.*
   - I am happy to share that BMS has a very low incidence of broken instruments and needed repairs. We have had 2 minor incidents and one big one in 4 years. Caring for instruments properly is deeply instilled in our students from the very beginning, hence these results. Repairs if needed, will be paid from allocation money given by the district on a yearly basis.
6. **Impact of the grant:**
   - **How would this donation make a difference for your students and your**

program—both now and in the future? I can't think of an activity that engages the mind, the body and the spirit as much as music does. When students come to class, they come to make music with people who become their friends and teachers who become their long-time mentors to present music to their families who are in turn brought together in the collective pride they feel for students. Music brings a positive impact on the whole community. Access to music can be limited by the lack of instruments, especially for students who cannot afford their own or cannot bring their own due to transportation issues. This donation would enable our students to have access to music, friendships and opportunities that are simply life changing. With this donation, the WHS Orchestra program will be off to an amazing start, and the community will rally behind our musicians to watch them succeed now and for many years to come!

Thank you,

Rachel Peña

From: Todd Shipley <todd@mhopus.org>
Sent: Thursday, April 17, 2025 10:17 AM
To: RACHEL PENA <rachel.pena@knoxschools.org>
Cc: ANGIE MESSER <angie.messer@knoxschools.org>
Subject: Potential Support for West HS

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

Hi Rachel,

I'm so excited to hear about the explosive growth of your program and now expanding into West HS! While I can make no promises on the final level of support, do know I'm going to do

everything I can to help support in some way. I have just a few questions for you to help me finalize the recommendation.

#1 – Instrument Request

I know you submitted a request list to Cecilia. With the funds we have available, I've had to make a few alterations. Any feedback on the below list? Things that are more urgent than others?

Quantity	Type
2	Double Bass (1/2 Size)
1	Double Bass (3/4 Size)
4	Cello (4/4 Size)
3	Cello (3/4 Size)
8	Violin (4/4 Size)
1	Violin (3/4 Size)
6	Viola 15"
2	Viola 14"

#2 – Brief Questionnaire

Please answer the following questions as thoroughly as you can—no need to write essays, but complete responses will help us better understand your program and needs:

1. **Your background:**
    - How long have you been at this school? (you can note your longevity at Bearden MS and talk about how you've worked to build the program at West HS in partnership with the admin)
    - How many years have you been teaching overall?
    - Do you plan to return to this school for the 2025–26 school year?
2. **Program overview:**
    - Briefly describe your school's music program and your role in developing it. Focus on establishing the program at West and how you plan to articulate the program beginning at Bearden MS, 6-12.
    - Share any recent successes or stories of growth.
    - What are some current challenges or barriers you're facing? Focus on the challenges and barriers for West.
3. **Enrollment details:**
    - What is your current student enrollment by grade or course? Focus on Bearden MS, but also any intel you have about orchestra students @ West who have been

unable to continue.

How frequently and for how long do you see these students? Focus on the schedule for West and what that will look like.

4. **Looking ahead:**
    - If available, provide projected enrollment numbers for the 2025–26 school year (by grade or course).
    - Have there been any major changes in recent years (positive or negative) that have affected your program?
5. **Sustainability of the grant:**
    - Will you be able to safely and securely store the instruments requested?
    - Do you have a budget or plan for maintenance and repairs? (Instruments are expected to last at least 10 years with proper care.)
6. **Impact of the grant:**
    - How would this donation make a difference for your students and your program —both now and in the future?

Don't hesitate to reach out if you have any questions, you can reach me by email or by call/text to (615) 962-5272

Todd Shipley, *Program Director*
615-962-5272 | mhopus.org
MR. HOLLAND'S OPUS FOUNDATION

Need to chat? Click here to schedule time with me.

Enjoy our newsletter Opus Notes

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of $38,717 in orchestra instruments from Mr. Holland's Opus/Morgan Wallen Foundations for West High School.

Cost to Knox County Schools

0

Description and Type of Funding Source

Mr. Holland's Opus and Morgan Wallen Foundations

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

RLA-18029 **R-26-1-204**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	TERRI COATNEY, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

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 $242,772.00.
(Schools)

Attachments

Resolution

Grant/Donation Listing

1-Ball Camp Elementary School PTA Donation

2-Blue Grass Elementary School PTO Donation

3-Battelle Education TSIN STEMx STEM Classroom Grants

4-Crosley Custom Cruiser Contest Grant

5-Tennessee Foundation for Agriculture in the Classroom Grant

6-DOW Gives 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 $242,772.00.

RESOLUTION: **R-26-1-204**

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, 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 8, 2026, 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 $242,772.00. 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 2026

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	Ball Camp Elementary School PTA	Ball Camp Elementary School	Purchase and Installation of Artificial Turf in School's Courtyard Area	N/A	N/A	$30,000.00
2	Blue Grass Elementary School PTO	Blue Grass Elementary School	Purchase and Installation of Artificial Turf and Fencing on School's Athletic Field	N/A	N/A	$147,022.00
3	Battelle Education TSIN/STEMx STEM Classroom Grants	Bearden High School, Dogwood Elementary School, Gibbs High School, Green Magnet Academy, Hardin Valley Middle School, Holston Middle School, L&N STEM Academy, Ritta Elementary School, and Whittle Springs Middle School	STEM Classroom Projects	N/A	N/A	$42,000.00
4	Crosley Custom Cruiser Contest Grant	Central High School	Art Department Project(s)	N/A	N/A	$500.00
5	Tennessee Foundation for Agriculture in the Classroom Mini-Grant	South-Doyle Middle School	Outdoor Classroom Garden Project	N/A	N/A	$250.00
6	DOW Gives Grant	West High School	Engineering and Manufacturing Student Experiences	N/A	N/A	$23,000.00
			TOTAL AMOUNT			**$242,772.00**

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Ball Camp Elementary would like to purchase and install turf in the existing courtyard that is not regularly used by students. The total cost of the project will be $43,540.00. This will be covered by a $30,000 donation from PTA, $8,540 from Coupon Book Sales, and $5,000 from Daycare funds. Ball Camp Elementary understands that we will be responsible for any replacement costs and upkeep necessary for the turf once installed.

Cost to Knox County Schools

$43,540.00

Description and Type of Funding Source

Ball Camp Elementary Account # 913.242, #911.501, and #306.010

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: Ball Camp Elementary

DATE: 12/08/25

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	Ball Camp Elementary
Requested By:	Sarah Brengle
Approved By: (School Principal)	Sarah Brengle
Phone	(865) 539-7888
Nature of the Project	Ball Camp Elementary wishes to have turf installed in their inner courtyard to be utilized as an area for additional recess time and as an outdoor classroom. Total cost will be funded through a $30,000 donation from PTA, $8, 540.00 from coupon books (account 306.010), and $5000 from daycare funds (account 911.501).
Cost of the Project	Total cost of project is $43,540.00
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.	Account 913.242: $30,000.00 Account 306.010: $8, 540.00 Account 911.501: $5000.00
Cost to Knox County Schools	$43.540.00

FA–100 (9/21)

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Ball Camp Elementary Date 12/08/25

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

3) Purchase Amount (Note 2) $ $43.540.00

4) Vendor Playworld Preferred

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 Donation	Account Number	Account 913.242	Amount $	$30,000.00
Source 2	Coupon Book	Account Number	Account 306.010	Amount $	$8, 540.00
Source 3	Daycare	Account Number	Account 911.501	Amount $	$5000.00
Source 4		Account Number		Amount $	
Total (Should Equal Item #3 Above)				$	$43,540.00

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: Sarah Brengle

Principal: Sarah Brengle

Date: 12/08/25

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.

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Ball Camp Elementary wishes to have turf installed in their inner courtyard to be utilized as an area for additional recess time and as an outdoor classroom. Total cost will be funded through a $30,000 donation from PTA, $8, 540.00 from coupon books (account 306.010), and $5000 from daycare funds (account 911.501).

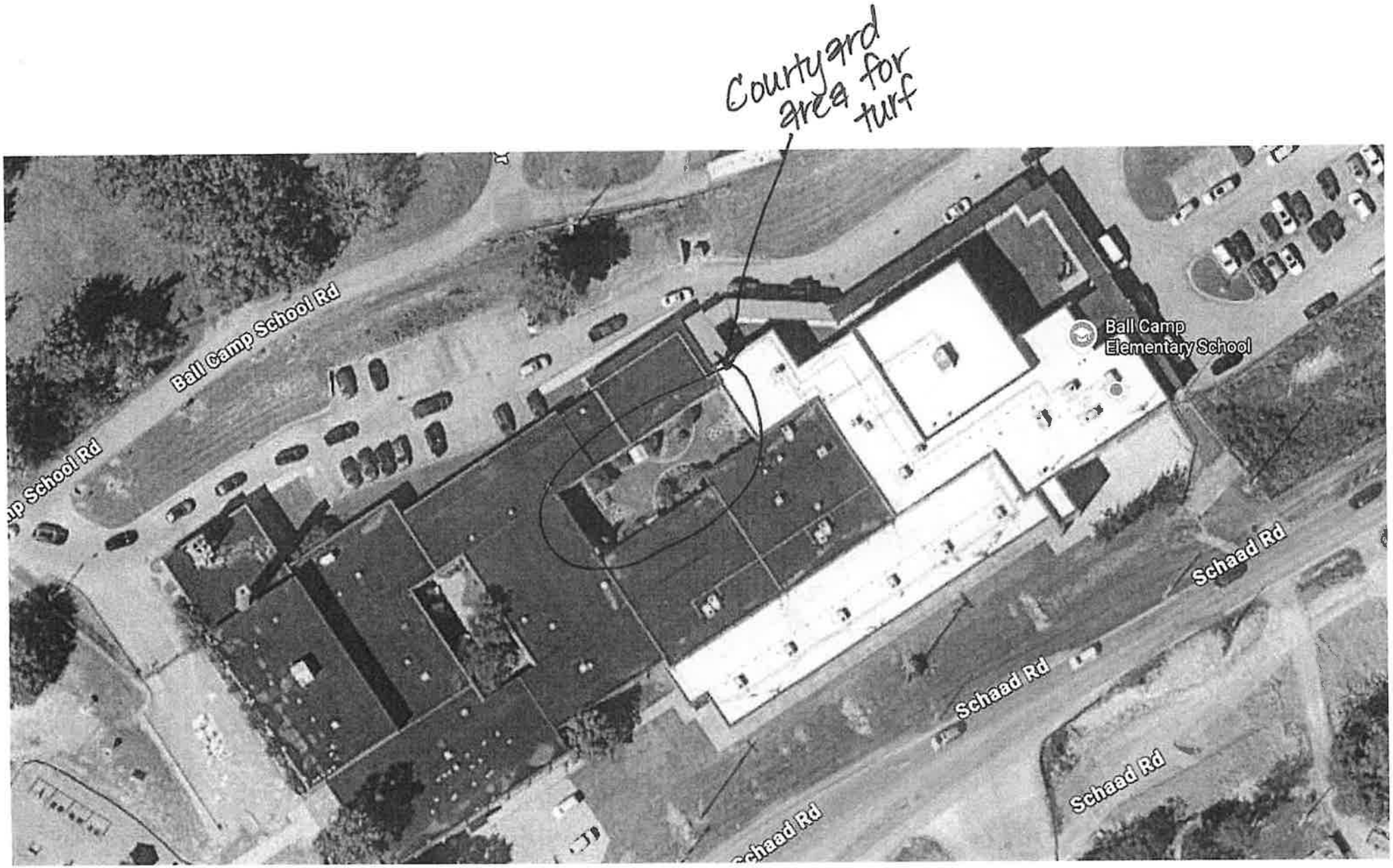
Cost to Knox County Schools

The total cost of the project is $43,540.00 and would be paid out of existing school funds.

Description and type of funding source:

Funding of this project would come out of Ball Camp Elementary's school funds, through a $30,000.00 donation from PTA (account #913.242); $8,540.00 from Coupon book sales (account 306.010); and $5,000 from Daycare funds (account 911.501).

For Grants: Letter of Approval from the KCS Grants Department must be attached.


Courtyard area for turf
Ball Camp School Rd
Ball Camp Elementary School
Schaad Rd
Schaad Rd
Schaad Rd

MEMBER FDIC

DDA Deposit THANK YOU!
35 2002190 12/08/2025 2:18 PM
***9381 $30,000.00

Ball Camp Elementary

From 11/1/2025 To 12/8/2025

Account: 911.501 - Day Care Allocation

Account Type: Net

Begin Balance	Revenue	Expense	Transfer	Open POs	Available Balance
$ 10,217.02	$ 2,580.00	$ 1,808.82	$ 0.00	$ -1,735.00	$ 12,723.

Date	Type	ID/ #	Name	Description	Revenue	Expense	Transfer	PO's	Balance
11/01/2025	Begin Balance							$	$ 10,217
11/05/2025	Receipt	MUNIS-108309	KNOX COUNTY SCHOOLS	YMCA Daycare	$ 1,610.00				$ 11,827
11/06/2025	Check	013609252025	Truist Bank	Pinkston start up		$ 93.88			$ 11,733
11/06/2025	Check	013609252025	Truist Bank	Petz start up		$ 96.11			$ 11,637
11/06/2025	Check	013609252025	Truist Bank	Rentschler Start up		$ 95.75			$ 11,541
11/06/2025	Check	013609252025	Truist Bank	Harper Start up		$ 71.27			$ 11,470
11/06/2025	Check	013609252025	Truist Bank	Huss Start Up		$ 40.13			$ 11,429
11/06/2025	Check	013609252025	Truist Bank	Ladha Start Up		$ 99.17			$ 11,330
11/06/2025	Check	013609252025	Truist Bank	Weaver Start Up		$ 39.66			$ 11,291
11/06/2025	Check	013609252025	Truist Bank	Kelly Wells start up		$ 71.75			$ 11,219
11/06/2025	Check	013609252025	Truist Bank	i Pad holders		$ 46.30			$ 11,173
11/06/2025	Check	013609252025	Truist Bank	Start Up Brunner		$ 24.53			$ 11,148
11/06/2025	Check	013609252025	Truist Bank	Start Up Bender		$ 44.99			$ 11,103
11/06/2025	Check	013609252025	Truist Bank	Tatum Start Up		$ 23.00			$ 11,080
11/06/2025	Check	013609252025	Truist Bank	Start Up Seeba		$ 42.64			$ 11,037
11/06/2025	Check	013609252025	Truist Bank	Start Up Aycock		$ 92.86			$ 10,944
11/06/2025	Check	013609252025	Truist Bank	Amazon Forbes Start		$ 33.07			$ 10,911
11/06/2025	Check	013609252025	Truist Bank	Thanksgiving feast decor		$ 108.33			$ 10,803
11/06/2025	Check	013609252025	Truist Bank	Morgan start up (5th)		$ 70.62			$ 10,732
11/06/2025	Check	013609252025	Truist Bank	Start Up Huss		$ 59.88			$ 10,673
11/06/2025	Check	013609252025	Truist Bank	Weaver Start Up		$ 59.88			$ 10,613
11/06/2025	Check	013609252025	Truist Bank	Math Science SS		$ 595.00			$ 10,018
11/06/2025	Close PO	107	Amazon	Pinkston start up				$ (100.00)	$ 10,118
11/06/2025	Close PO	111	Amazon	Rentschler Start up				$ (100.00)	$ 10,218

Ball Camp Elementary

From 11/1/2025 To 12/8/2025

Account: **911.501 - Day Care Allocation**

Account Type: Net

Date	Type	ID/ #	Name	Description	Revenue	Expense	Transfer	PO's	Balance
								$ (100.00)	$ 10,318
11/06/2025	Close PO	112	Amazon	Petz start up				$ (100.00)	$ 10,418
11/06/2025	Close PO	115	Target # 4	Start Up Aycock				$ (100.00)	$ 10,518
11/06/2025	Close PO	117	Amazon	Morgan start up (5th)				$ (45.00)	$ 10,563
11/06/2025	Close PO	119	Amazon	Weaver Start Up				$ (100.00)	$ 10,663
11/06/2025	Close PO	120	Amazon	Ladha Start Up				$ (75.00)	$ 10,738
11/06/2025	Close PO	121	Amazon	Harper Start up				$ (60.00)	$ 10,798
11/06/2025	Close PO	122	Blooket, LLC	Start Up Huss				$ (60.00)	$ 10,858
11/06/2025	Close PO	123	Gimkit, Inc.	Weaver Start Up				$ (45.00)	$ 10,903
11/06/2025	Close PO	124	Amazon	Huss Start Up				$ (100.00)	$ 11,003
11/06/2025	Close PO	125	Amazon	Kelly Wells start up				$ (595.00)	$ 11,598
11/06/2025	Close PO	135	IxL Learning, Inc DB	Math Science SS				$ (60.00)	$ 11,658
11/06/2025	Close PO	141	Amazon	I Pad holders				$ (200.00)	$ 11,858
11/06/2025	Close PO	145	Hobby Lobby	Thanksgiving feast decor				$ 20.00	$ 11,838
11/17/2025	Open PO	165	Kroger Unlimited Par	Staff Treats				$ 60.00	$ 11,778
11/24/2025	Open PO	169	Papa John's Pizza	Staff Pizza					$ 12,748
11/26/2025	Receipt	MUNIS-108381	KNOX COUNTY SCHOOLS	YMCA 11/26	$ 970.00				
12/01/2025	Open PO	173	Kroger Unlimited Par	Lights for Lobby Tree				$ 25.00	$ 12,723
					$ 2,580.00	$ 1,808.82	$ 0.00	$ -1,735.00	

Ball Camp Elementary

From 11/1/2025 To 12/8/2025

Account: **306.010 - Coupon Books**

Account Type: Net

Begin Balance	Revenue	Expense	Transfer	Open POs	Available Balance
$ 13,361.62	$ 0.00	$ 4,196.66	$ 0.00	$ -730.00	$ 9,894

Date	Type	ID/ #	Name	Description	Revenue	Expense	Transfer	PO's	Balance
11/01/2025	Begin Balance							$	$ 13,361
11/06/2025	Check	013609252025	Truist Bank	1st 2nd and 3rd place cou		$ 150.00			$ 13,211
11/06/2025	Check	013609252025	Truist Bank	Water Balloons for Coupon		$ 99.98			$ 13,111
11/06/2025	Check	013609252025	Truist Bank	Lobster and seahorse cost		$ 62.68			$ 13,048
11/06/2025	Close PO	136	Amazon	Water Balloons for Coupon				$ (100.00)	$ 13,148
11/06/2025	Close PO	138	Main Event Entertain	1st 2nd and 3rd place cou				$ (150.00)	$ 13,298
11/06/2025	Close PO	146	Amazon	Lobster and seahorse cost				$ (80.00)	$ 13,378
11/07/2025	Check	21	Ball Camp Cafeteria	Ice Cream for Coupon Book		$ 194.00			$ 13,184
11/07/2025	Close PO	118	Ball Camp Cafeteria	Ice Cream for Coupon Book				$ (350.00)	$ 13,534
11/10/2025	Close PO	69	Sam's Club - 1	Coupon Book Prizes				$ (50.00)	$ 13,584
11/28/2025	Bank Charge	1		$5 overhead due to downto		$ 3,690.00			$ 9,894
					$ 0.00	$ 4,196.66	$ 0.00	$ -730.00	

PLAYWORLD PREFERRED The world needs play.

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

QUOTE

Date	Quote #
11/25/2025	PWCQ25942-01

Quote valid for 30 days.

Bill To:

Knox County Schools
Alicia Williamson
505 Summer Place
UTT 5th Floor
Knoxville, TN 37923
P: 865-363-0965

alicia.williamson@knoxschools.org

Site/End User:

Ball Camp Elementary
Sarah Brengle
9801 Middlebrook Pike
Knoxville, TN 37931

P: 865-689-1474

sarah.brengle@knoxschools.org

Ship To:

Ball Camp Elementary
Sarah Brengle
9801 Middlebrook Pike
Knoxville, TN 37931

P: 865-689-1474

sarah.brengle@knoxschools.org

50% Deposit Required.
See Terms and Conditions

Sales Representative	Prepared By
Beth Ramer	Beth Ramer

Qty	Item #	Description	Unit Price	Ext. Price
		Contract #2486		
1	Turf	Turf Materials	$21,650.00	$21,650.00
1	Turf	Installation Turf	$21,890.00	$21,890.00

SubTotal	$43,540.00
Tax Rate	0.00 %
Sales Tax	$0.00
Shipping	$0.00
Total	$43,540.00

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. **

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 HEREOF.
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 freigh 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. Fo 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 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 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 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 incurre 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 TH 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 o order.

See Term contract. GM

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 _____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-776

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Blue Grass Elementary School is requesting to complete upgrades and install artificial turf and fencing on the school's sports field at an estimated cost of $147,022.00 using donated funds from the Blue Grass Elementary School PTO.

This is an updated quote for our PTO's baseball field turf project that was originally submitted in September of this year. Thank you!

Cost to Knox County Schools

$0

Description and Type of Funding Source

Blue Grass PTO

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

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Blue Grass Elementary Date 8/4/25

2) Item(s) to be Purchased (Note 1)
1) Sports field upgrade/turf - drainage, sideline fencing
2)
3)
4)
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ $127,098.00

4) Vendor Playrite, LLC

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 PTO	Account Number	capital spend *8174 money market -	Amount $ 155,845.39
Source 2	Account Number		Amount $ ↳ extra, if needed
Source 3	Account Number		Amount $ for completion of job
Source 4	Account Number		Amount $

Total (Should Equal Item #3 Above) $147,022.00

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:
Principal: Casey Cutter
Date: 8/5/25
Funds are available: PTO Treasurer
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.

KNOX COUNTY SCHOOLS
Facilities Department

TO: Doug Shover
Director of New Facilities and Construction

FROM Blue Grass PTO

DATE 8/4/25

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	Blue Grass Elementary Sports Field
Requested By:	Blue Grass Elementary PTO
Approved By: (School Principal)	
Phone	Beverly Miller, PTO President - 865-567-9156 Dr. Cutter, Principal - 865-539-7864
Nature of the Project	* see attached letter - improvement of sports/baseball field and sideline fence upgrades
Cost of the Project	**$147,022.00**
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	Blue Grass Elementary PTO
Cost to Knox County Schools	$0

FA-100 (9/21)

Blue Grass Elementary PTO
3901 Bluegrass Road
Knoxville, TN 37922

4th August 2025

Doug Shover
Director of New Facilities and Construction

Blue Grass Elementary School – Baseball Field Turf and Fence Upgrade Proposal

Dear Mr. Shover,

On behalf of the Blue Grass Elementary School PTO, we respectfully submit this project proposal for the improvement of our existing baseball field. We are requesting approval for the conversion of the current infield to synthetic turf, installation of a proper drainage system, and replacement of the sideline fencing.

Project Summary and Scope of Work:

The project will focus on improving both functionality and safety of the school's baseball field for students and community use. The planned upgrades include:

- Turf Conversion: Removal of existing grass and soil to install approximately 90' x 90' of synthetic turf on the infield and around the home plate/backstop area. This will provide a durable, low-maintenance playing surface and increase year-round usability.
- Drainage Installation: A professionally engineered drainage system including French drains and a stone base to prevent water pooling and extend the turf lifespan.
- New Fencing: Replacement of the existing sideline fencing with two new 90' chain link fence sections to ensure player safety and boundary clarity.

We obtained three detailed proposals from qualified vendors to demonstrate the anticipated scope and cost of the project. We decided to go with Playrite out of the three for its superior communication and verified community referrals. Their proposal is attached for review.

A satellite image with project boundaries marked is also included as requested.

We believe this project will greatly enhance the safety, accessibility, and longevity of our school's athletic facilities and appreciate your time and consideration of this proposal for inclusion on an upcoming School Board agenda.

Sincerely,

Beverly Miller, BGE PTO President; Bluegrassptopresident@gmail.com; (865) 567-9156 (Cell/Text)

REGIONS

September 4, 2025

Blue Grass Elementary PTO
8901 Bluegrass Rd
Knoxville, TN 37922

RE: Account Balance Verification Letter

Dear Blue Grass Elementary PTO

I am writing you today in response to your request concerning the above referenced Regions account. Our records indicate that as of 9/4/25 , your account balance was $ 15,346.05

If you need further assistance, please contact us at (865) 415-3280 . We will be happy to assist you. As always, thank you for your relationship with Regions.

Sincerely,

Tiffany Barnette

1935 Pinnacle Pointe Way, Knoxville, TN 37922

REGIONS BANK

Banking products and services are provided by Regions Bank. Regions Bank is a division and trade name of Regions Bank. Member FDIC. Equal Housing lender.

REGIONS

September 4, 2025

Blue Grass Elementary PTO
8901 Bluegrass Rd
Knoxville, TN 37922

RE: Account Balance Verification Letter

Dear Blue Grass Elementary PTO

I am writing you today in response to your request concerning the above referenced Regions account. Our records indicate that as of 9/4/25 , your account balance was $ 155,991.14

If you need further assistance, please contact us at (865) 415-3280 . We will be happy to assist you. As always, thank you for your relationship with Regions.

Sincerely,

Tiffany Barnette

1935 Pinnacle Pointe Way, Knoxville, TN 37922

REGIONS BANK

Banking products and services are provided by Regions Bank. Regions Bank is a division and trade name of Regions Bank. Member FDIC. Equal Housing lender.

REGIONS

September 4, 2025

Blue Grass Elementary PTO
8901 Bluegrass Rd
Knoxville, TN 37922

RE: Account Balance Verification Letter

Dear Blue Grass Elementary PTO

I am writing you today in response to your request concerning the above referenced Regions account. Our records indicate that as of 9/4/25 , your account balance was $ 85,067.01

If you need further assistance, please contact us at (865) 415-3280 . We will be happy to assist you. As always, thank you for your relationship with Regions.

Sincerely,

Tiffany Barnette
1935 Pinnacle Pointe Way, Knoxville, TN 37922
REGIONS BANK

Banking products and services are provided by Regions Bank. Regions Bank is a division and trade name of Regions Bank.
Member FDIC. Equal Housing lender.

FDIC-Insured - Backed by the full faith and credit of the U.S. Government

BLUE GRASS ELEMENTARY PTO

Activity Statements & Docs

Search Description Expand Search Options

Pending Activity

Posted Activity

$65,000.00

Interest Payment

FDIC-Insured - Backed by the full faith and credit of the U.S. Government

BLUE GRASS ELEMENTARY PTO

Activity

Statements & Docs

Search | Description

Pending Activity

Posted Activity

Membership Tcolk Membership

FDIC-Insured - Backed by the full faith and credit of the U.S. Government

BLUE GRASS ELEMENTARY PTO

Activity Statements & Docs

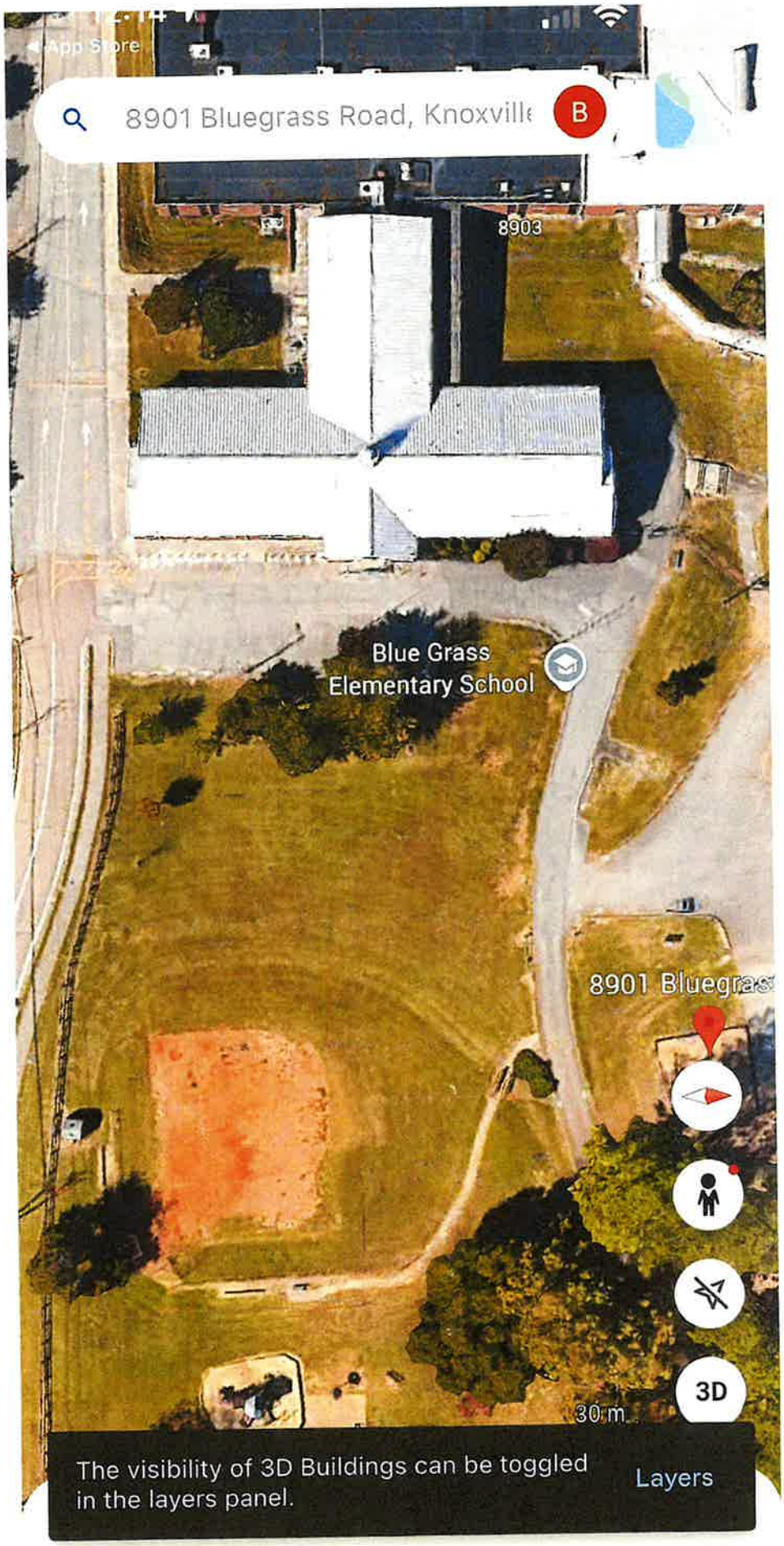
Search Description

Pending Activity

Posted Activity

Interest Payment

12:15
54
8901 Bluegrass Road, Knoxville
B
8901 Bluegrass Rd
3D
70 m


App Store
8901 Bluegrass Road, Knoxville
B
8903
Blue Grass
Elementary School
8901 Bluegrass
3D
30 m
The visibility of 3D Buildings can be toggled in the layers panel.
Layers

App Store
8901 Bluegrass Road, Knoxville
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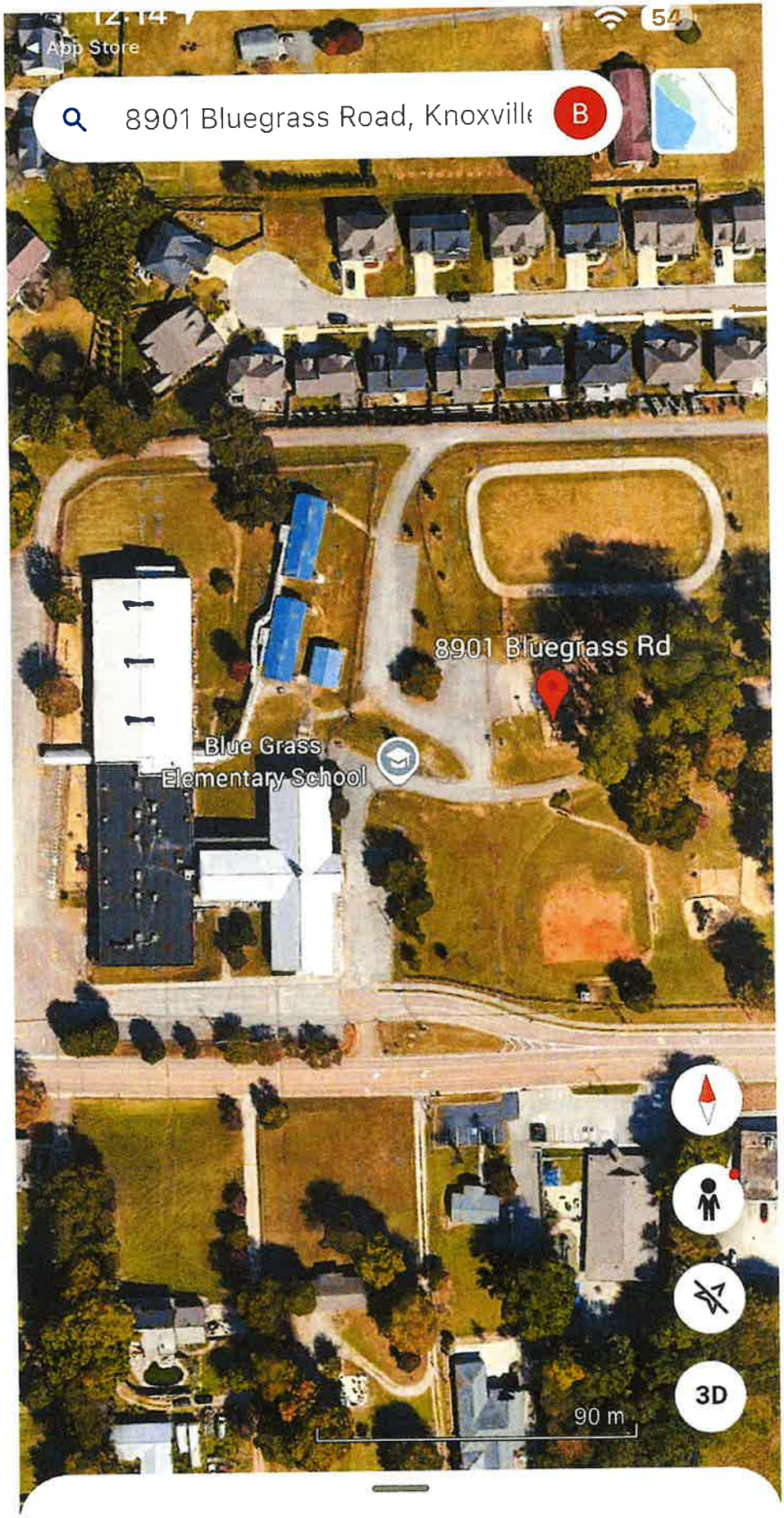
12:14
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8901 Bluegrass Road, Knoxville
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8901 Bluegrass Rd
Blue Grass
Elementary School
3D
90 m

PLAYRITE

Playrite, LLC
8044 Ray Mears Blvd. Ste 118
Knoxville, TN 37919
865-584-2818

Proposal #3677
Created: 07/14/2025

Proposal For

Bluegrass Elementary
8901 Bluegrass Rd
Knoxville, TN 37922

mobile: 727-204-7638
alyssanicolestone@yahoo.com

Location

8901 Bluegrass Rd
Knoxville, TN 37922

ACCEPT	SCOPE OF WORK

✓ **Landscape Turf** *Included* *Accepted*

90x90 Baseball Field:

- Excavate existing dirt and grass field and haul off site
- Provide and install one 24"x24" drainage catch basin.
- Provide and install drainage pipe to daylight water away from field area.
- Provide and install 4x4 pressure treated nailerboard with rebar around perimeter.
- Provide, install and compact approximately 4" of crushed stone and appoximately 1" of fine stone
- Provide, place and compact approximately 3-4 inches of crushed aggregate and 1-2 inches of fine stone.
- Provide and deliver 8,100 sq/ft (90x90) of Softlawn Bermuda Blend artificial turf from Synthetic Turf International.
- Custom cut the turf to the installation area.
- Seam per manufacturer specifications with SynLok Adhesives seaming tape and TurfClaw glue.
- Provide and place all silica sand infill into the turf.
- Power broom synthetic turf to help stand up turf fibers and distribute the infill.
- Secure the synthetic turf with landscape staples to nailerboard at perimeter as needed.
- Provide 5-year workmanship warranty and lifetime turf warranty.
- Remove all trash generated from the project.

✓ **Landscape Turf** *Included* *Accepted*

Gaga Pit:

- Provide and deliver 600 sq/ft of Softlawn Bermuda Blend artificial turf from Synthetic Turf International.
- Custom cut the turf to the installation area.
- Seam per manufacturer specifications with SynLok Adhesives seaming tape and TurfClaw glue.
- Provide and place all silica sand infill into the turf.
- Power broom synthetic turf to help stand up turf fibers and distribute the infill.
- Secure the synthetic turf with Turf Claw glue at perimeter as needed.
- Provide 5-year workmanship warranty and lifetime turf warranty.
- Remove all trash generated from the project.

☑ **Services** *Optional* *Accepted*

Fence;

Remove existing fence and install new 90' black coated chain link fence down 2 sides of the field.

PLAYRITE

Playrite, LLC
8044 Ray Mears Blvd. Ste 118
Knoxville, TN 37919
865-584-2818

Proposal #3677
Created: 07/14/2025

☑ **Services** *Optional* *Accepted*
Backstop:
Remove existing backstop and install new 10' high black coated backstop.

✓ **Notes** *Included* *Accepted*
Construction dumpster and materials to be placed in parking lot for the duration of the project. Owner understands that grass leading to installation area may be damaged. Seams may be visible. Playrite is responsible for locating any underground lines and is responsible for any damage incurred due to construction.

✓ **Terms & Conditions** *Included* *Accepted*
Half of the total cost is due upon acceptance. The remaining balance is due on the date of the completion of the project. A service charge of two percent (2%) per month will be applied to all charges more than 30 days in arrears. This proposal is valid for 30 days and subject to PLAYRITE's confirmation thereafter.

Please use the checkbox to mark items as accepted.

This is a proposal from Playrite LLC. All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing.

SUBTOTAL	$ 147,022.00
DEPOSIT AMOUNT (50.0%)	$ 73,511.00
TOTAL	$ 147,022.00

Signature

x Date:

Please sign here to accept the terms and conditions

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-623

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/16/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of $42,000 in total grant funds from TSIN/Battelle for Bearden High School, Dogwood Elementary School, Gibbs High School, Green Magnet Academy, Hardin Valley Middle School, Holston Middle School, L&N STEM Academy, Ritta Elementary School, Whittle Springs Middle School.

Cost to Knox County Schools

0

Description and Type of Funding Source

TSIN

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

From: Brown, Gretchen (US)
To: HEATHER HENDERLIGHT
Subject: RE: KCS robotics grant recipients
Date: Monday, November 17, 2025 10:32:18 AM

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

Hi Heather,

Happy to say there are a lot of them, as usual!

$5,000	Ronald Allen	ronald.allen@knoxschools.org	Bearden High School
$3,500	Adrienne Notess	adrienne.notess@knoxschools.org	Dogwood Elementary
$5,000	Kendell McGill	kendell.mcgill@knoxschools.org	Gibbs High School
$5,000	Jamie Kelly	jamie.kelly@knoxschools.org	Green Magnet Academy
$5,000	Jacob Messing	jacob.messing@knoxschools.org	Hardin Valley Middle School
$5,000	DeAnna Sharp	deanna.sharp@knoxschools.org	Holston Middle School
$5,000	Veronica Cordell	veronica.cordell@knoxschools.org	L&N STEM Academy
$5,000	John Malone	john.malone@knoxschools.org	Ritta Elementary
$3,500	Marc Ross	marc.ross@knoxschools.org	Whittle Springs Middle Scholl

Gretchen Brown, MBA, PMP
Operations Director, Battelle Education
TSIN | OSLN | STEMx | SITG!
Office/Mobile: 615.900.0304 (Central time zone)
browng@battelle.org

Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
Office: 615.267.3783
www.TSIN.org | www.OSLN.org
www.STEMx.us | www.Battelle.org

From: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Sent: Sunday, November 16, 2025 5:01 PM
To: Brown, Gretchen (US) <BROWNG@battelle.org>
Subject: KCS robotics grant recipients

[Message received from outside the Battelle network. Carefully examine it before you open any links or attachments]

Gretchen,

Could you please send me the complete list of KCS grant recipients?

Thank you,

Heather V. Henderlight, Ed.S
Grant Writer | Project Management
Impact & Analytics
Knox County Schools
UT Tower, 620B
Office: (865)594-8080

From: RONALD ALLEN
To: HEATHER HENDERLIGHT
Subject: Fw: UPDATE: Your STEM Classroom Award Application
Date: Monday, November 17, 2025 1:39:03 PM
Attachments: 1503Bearden High School Allen Ronald_GrantApp2024.pdf

---

Hello and Thank You!

Here is the email and our grant application.

Ronald Allen
Engineering Teacher
Bearden High School

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Friday, November 14, 2025 12:30 PM
To: RONALD ALLEN <ronald.allen@knoxschools.org>
Subject: UPDATE: Your STEM Classroom Award Application

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

Dear Ronald Allen,
Thank you for submitting your proposal for the Battelle Education STEM Classroom Awards, sponsored by TVA and BVI. This year, we received a remarkable number of applications—over 500, requesting over $2.2 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 proposal for Bearden High School in the amount of $5000 for the project "Bearden Robotics Club" **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 Award 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 at your district office (or private/charter school) by January 15, 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:**
   - Please refrain from making any social media or other announcements until November 24, 2025. TVA will make a formal announcement with a press release on this date, which will be available at https://www.tva.com/stem/stem-awards.
   -

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 funds must be utilized, and your project completed by June 1, 2026.
- **Final Report Submission:** A simple final report is due by June 30, 2026. 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 award change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the award 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 award change request form.
- **Award Transferability:** Award 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 Bearden High School.

Warm regards,

The TSIN Team

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

Have you signed up for the Computer Science Momentum Expedition yet? **Wednesday, December 10, 2025, at GEODIS Park in Nashville.** This unique, one-day experience offers educators the rare opportunity to bridge classroom learning with real-world computer science applications, all while engaging with Tennessee's most innovative industries. Don't miss your chance to be part of this extraordinary event!

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

If you have not done so yet, please visit our website at www.TSIN.org to read about this opportunity and download the full application package.

The application package has been carefully assembled to provide you with helpful tips, examples, and reputable resources as you prepare your award application. Each section is designed to guide you through the process, clarify expectations, and offer practical supports to strengthen your proposal.

Teams must be located in a TVA service area and receive their electricity from a TVA local power company

--OR--

Must be located in a TVA Watershed area (receiving service from a TVA provider is not necessary)

Please verify your school or organization meets the location requirements before proceeding.

- [x] I verify my organization qualifies based on the above location criteria. *

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 or Watershed area and receive power from a TVA distributor.

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

Please select the Local Power Association from which the school receives their power (or select TVA Watershed area) *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service or watershed areas. 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 *

Ronald (First Name)

Allen (Last Name)

Applicant Email *

ronald.allen@knoxschools.org

Only one submission per applicant email address.

Applicant Phone *

865 - 539 - 7800

This information will not be shared.

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

School Name *

Bearden High School

School street address *

8352 Kingston Pike

School City *

Knoxville

School State *

TN

School Zip Code *

37919

School County *

Knox

Is this a Charter school? *

- ◯ Yes
- ◉ No

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

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

City

TN

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 *

Ron

First Name

McPheron

Last Name

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

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

ron.mcpherson@knoxschools.org

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

865 - 594 - 1800

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

Is your location not on this map, but instead in a TVA Watershed area? Verify TVA Watershed areas here.

Please select your geographic area from the map above (or indicate if you are in a TVA Watershed area) *

Northeast

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

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

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. *

70.8% White, 12.3% Hispanic, 8.6% Black, 5.1% Two or More Races, 3.0% Asian, 0.1% American Indian/Alaska Native, 0.1% Native Hawaiian/Pacific Islander
Female 51% Male 49%

Total Number of Students in the School *

2147

What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [ ] Elementary
- [ ] Middle
- [x] High
- [ ] Other

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

Is the school (select one) *

- [ ] Rural
- [ ] Suburban
- [x] Urban
- [ ] Other

Percent free and reduced lunch in the school *

10

Is this a title one school? *

- ( ) Yes
- (•) No

Please make sure you have reviewed the complete application package before completing the following sections.

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

Bearden Robotics Club

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

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
- [x] 10
- [x] 11
- [x] 12
- [ ] Other

How many students will the project serve? *

30

Amount of funding requested *

$5,000

Please make sure your budget spreadsheet total is the same (or more than) the funding amount requested. Budgets that do not list the full amount requested will be disqualified.

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

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. *

This project will attempt to expand the resources of the Bearden Robotics Club. The club has seen a substantial increase in membership, and current, outdated supplies are insufficient. The project will offer new supplies to introduce and teach new members the basics of robotics through giving them interactive lessons and competitions involving VEX robotics, Arduinos and small electronics, JetBots and machine learning, and CAD Design and 3D printing. These aspects are incorporated into the curriculum as stations the students will be able to rotate through. This will prepare these members to have the skills to participate in wider, local or state competitions in the future. They will be able to learn about design, trial and error, coding, collaboration, and exposure to relevant fields through this project.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

What will the students be doing while engaging in your project? *

The students will be rotating through three stations, each concerned with a different aspect of robotics and engineering. One station will be focused on smaller electronics such as Arduinos as well as JetBots and machine learning in robotics. Another station will be focused on learning the basics of CAD and 3D printing, and having various options on CAD software available. The final station will be the robotics station. This will be the main station where students will have supplies to complete a monthly challenge. This could include road navigation, obstacle manipulation, etc. The supplies for this station consist of VEX robotics and students will be given the opportunity to work in teams to achieve their goals. All the skills the students learn from these stations will culminate in a 1-on-1, elimination-style competition offered next semester. They will be able to use 3D printed materials, smaller electronics, and VEX robotics supplies to create a final design that can accomplish the given challenges and 1-on-1 competition. This school-based competition and stations will hopefully allow the club to expand to larger competitions, such as First Robotics, next year.

What will you, the educator, be doing while instructing your students on this project? *

I will be assisting students in each station and training the club staff to learn to communicate and teach the students on their own. I have the greatest experience in CAD because the school classes I teach incorporate SOLIDWORKS as a major part of its curriculum. Therefore, I expect to offer the most support for students there. I will also be ensuring that any technicalities in club funding, school sponsorship, or any other details required to first approved by faculty leadership and will be efficiently and effectively completed. I hope to offer oversight, approval, coordinate plans, and ensure that the curriculum stays on task and on schedule.

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

How does the project incorporate design thinking? *

The projects necessitate the students and members to use their own creativity and design skills to be able to construct their own designs. This is an integral part of all the stations the club offers. CAD design requires critical thinking when using it for 3D printing, as different variables such as print orientation, supports, and other factors can greatly impact the success of a print. For VEX robotics, because they are not given a manual but rather a challenge and limitations, this will require students to incorporate design thinking to develop their own drive trains, mechanical designs, and structural choices. Incorporating smaller electronics, such as Arduino, will also require students to grow in this aspect because factors such as the wiring or coding efficiency can help or harm student designs.

What 21st century skills will students learn when completing this project? *

One of the most critical knowledge for students to have in the 21st century is technological literacy and awareness of current technologies such as AI and autonomous mechanisms. This project will allow club members to grow in this regard and be prepared to have the coding and mechanical background and sufficient proficiency to tackle this in possible future careers.

How does the project enhance college and career readiness? *

The multiple opportunities to work in groups will also allow the development of skills critical in a collaborative workplace: teamwork, delegation, leadership, and adaptability. This project is a remarkable way for students to learn more about problem-solving, overcoming challenges, and developing logical and technical skills. It teaches a technological foundation that is necessary in the modern world and enhances skills critical in college, careers, and beyond.

Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved. *

Currently, this project does not have a community partner. However, it would be a wonderful opportunity if speakers or experts in the relevant fields of mechanical, electrical, and robotics engineering could come to visit the club and members to speak to them about careers and futures, possibly for them. It would also be great to have them talk about their own experience and briefly answer any questions students may have.

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

Are there any safety concerns with this project, and if yes, how will they be addressed? *

There will be some safety concerns. Students may use various cutting and sanding tool. With the final competition, there could be some possible safety concerns as bots become larger and more complex. However, having limitations on designs, materials, and mechanisms students can incorporate in 1-on-1 challenges can limit the safety hazards. There will be constant supervision by faculty and strict protocols and rules will be implemented for the usage of supplies and resources.

☑ **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? *

Any and all are welcome. We promote women and minorities in STEM and in leadership. The club recruits anyone with a desire to learn. There are many areas a student can develop skills and interests such as design, construction, coding, testing, or implementation. With a wide variety of places to draw in students, less will dissuaded or scared off.

What traditional underserved students, if any, does this project support? *

We serve women, minorities, and economically disadvantaged students that may not otherwise experience fields of science encompassed by robotics.

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 especially deepen students' understanding of technology and engineering, as those are the two most prominent subjects of STEM in the realm of robotics. The challenges and learnings that club members will experience will align closely with the Next Generation Science Standards (NGSS) for engineering practices. The VEX robotics station will integrate aspects of mechanics, collaborative problem solving, and optimization with simulated limitations and restrictions. The CAD and 3D area will allow students to experiment with creative design and modeling, as well as developing and refining prototypes. The smaller electronics and machine learning station will concern itself with teaching electronic foundations, computer science basics, and other similar concepts.

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

The assessments will be in the form of monthly competitions held for the robotics station. They will serve as check-ins to see how students perform on various aspects of robotics design and tackle issues in areas where students are weaker. There will be a measurable leaderboard based on aspects such as how fast the challenge was completed, how few supplies were necessary, and how quickly the solution was developed. These will serve as evaluations of the performance of different teams and see what areas in the curriculum should be emphasized individually or for the club as a whole.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

VEX V5 Classroom Starter Bundle (quantity 1) and extra parts to supplement builds to allow for more flexibility and creativity.

☑ **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 www.tsin.org/TVASTEM-awards and submit it as an **Excel document** along with this application.

Budget File Upload *

Bearden_High_S...xlsx

Budgets must outline all of the funding requested. For example: If you request $1,000 in funding but only outline $823 on the budget, we are unable to process this application and it can not be accepted.

By clicking below, I acknowledge that I am the educator who wrote this proposal and I will be the one performing the work. *

☑ I 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.

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

Should I be awarded, I agree to fully expend the funds as outlined in the submitted proposal by June 1, 2026. *

- [x] I agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

Should I be awarded, I agree to submit the required online report on or before June 30, 2026. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree

Should I be awarded, 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

This includes photographs, logos, published/printed information, and any other information related to this award and how the funds were spent.

I understand that awards 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. *

- [x] I 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 thank you

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Bearden High School
Contact Person's Name: Ronald Allen
Email address: ronald.allen@knoxschools.org
Phone Number: (865) 539-7800

The amount of grant funding a
If these number are **RED,**
PLEASE MAKE SURE TH

AMOUNT OF GRANT FUNDING REQUESTED: **$ 5,000**
Must be in the amount of $1,000, $1,500, $2,500, $3,500, or $5,000

Item	Description	Quantity	Unit Cost	Total Cost
Robot Kits	VEX V5 Classroom Starter Bundle	1	$ 4864.99	$4864.99
Extra VEX Building Materials	Steel U-Channels, C-Channels, Plates, Shafts, Shaft Collars, Hex Nuts, Screws, Spacers, Washers	1	$ 135.01	$135.01
			TOTAL:	**$ 5,000.00**

This number must be GREEN

Tips:
How to convert Google Sheets to an Excel file format

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

approved and the final budget amount MUST MATCH.

they do not match and the budget cannot be accepted.

IESE FIELDS MATCH AND ARE GREEN

PROJECT MANAGEMENT
KCS | KNOX COUNTY SCHOOLS

From: ADRIENNE NOTESS <adrienne.notess@knoxschools.org>
Sent: Monday, November 17, 2025 7:30 AM
To: HEATHER HENDERLIGHT <heather.henderlight@knoxschools.org>
Subject: TVA Grant

Hi, Heather! I've received a TVA grant. Can you tell me what I need to do next?

Thanks!
Adrienne Notess

Adrienne Notess (she/her/hers)
Dogwood Elementary
Music Teacher
House of Fidelis

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Friday, November 14, 2025 12:31 PM
To: ADRIENNE NOTESS <adrienne.notess@knoxschools.org>
Subject: UPDATE: Your STEM Classroom Award Application

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

Dear Adrienne Notess,
Thank you for submitting your proposal for the Battelle Education STEM Classroom Awards, sponsored by TVA and BVI. This year, we received a remarkable number of applications—over 500, requesting over $2.2 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 proposal for Dogwood Elementary in the amount of $3500 for

the project "Future Sound Engineers Rock!" **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 Award 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 at your district office (or private/charter school) by January 15, 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:**
    - Please refrain from making any social media or other announcements until November 24, 2025. TVA will make a formal announcement with a press release on this date, which will be available at https://www.tva.com/stem/stem-awards.
    - 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 funds must be utilized, and your project completed by June 1, 2026.
- **Final Report Submission:** A simple final report is due by June 30, 2026. 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 award change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the award 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 award change request form.
- **Award Transferability:** Award 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 Dogwood Elementary.

Warm regards,

The TSIN Team

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

Have you signed up for the Computer Science Momentum Expedition yet? **Wednesday, December 10, 2025, at GEODIS Park in Nashville.** This unique, one-day experience offers educators the rare opportunity to bridge classroom learning with real-world computer science applications, all while engaging with Tennessee's most innovative industries. Don't miss your chance to be part of this extraordinary event!

TVA STEM Award Application 2025

I verify my organization qualifies based on the above location criteria.	true
Please select your organization type	Public School
School State	Tennessee
Please select the Local Power Association from which the school receives their power (or select TVA Watershed area)	Knoxville Utilities Board (KUB)
Applicant Name	Adrienne, Notess
Applicant Email	adrienne.notess@knoxschools.org
Applicant Phone	(812) 606-0367
Your Professional Title	Teacher_
School Name	Dogwood Elementary
School street address	705 Tipton Ave
School City	Knoxville
School State	TN
School Zip Code	37920
School County	Knox
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 Summit Hill Dr., Knoxville, TN, 37902

Contact name of grant manager or financial officer responsible for your school at the district office	Heather, Henderlight
Email address of grant manager or financial officer responsible for your school at the district office	heather.henderlight@knoxschools.org
Phone number of grant manager or financial officer responsible for your school at the district office	(865) 594-8080
Please select your geographic area from the map above (or indicate if you are in a TVA Watershed area)	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.	Dogwood Elementary School is a Title 1 PreK-5th school in the heart of Knoxville's inner city. We serve a diverse population – 43% white, 41% African American, 15% Hispanic, 1% Asian, American Indian, and Native Hawaiian.
Total Number of Students in the School	550
What grades are served in the school? (Select all that apply)	Pre-K, Elementary
Is the school (select one)	Urban
Percent free and reduced lunch in the school	92
Is this a title one school?	Yes
Name of program, project, or class the funds will support. (We encourage you to be creative!)	Future Sound Engineers Rock!

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)	2, 3, 4, 5
How many students will the project serve?	350
Amount of funding requested	$3,500
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.	"Future Sound Engineers Rock!" is a project designed to fund my classroom with seven Novation Circuit Tracks Standalone Grooveboxes. The overarching goal is to create a better awareness of music production careers and connect music and technology. With these electronic instruments, students will need to learn the basics of sequencers, samplers, drum machines, and synthesizers. Once students understand the foundational elements of this Groovebox, they can create and edit their own electronic dance music. The end result is an original composition!
What will the students be doing while engaging in your project?	Students will learn about the career of sound engineer. They will explore the Groovebox and create their own unique electronic music compositions.
What will you, the educator, be doing while instructing your students on this project?	I will be presenting information about sound engineering, and how music and engineering can marry to create a cool career! I will also be guiding them on how to use the Groovebox correctly.
How does the project incorporate design thinking?	Music composing is using design thinking. Every time students improvise or compose a song, they are designing what they want to hear. The trickiest part is when the students have the song in their head, but they don't know how to make an instrument demonstrate it. It teaches perserverance!
What 21st century skills will students learn when completing this project?	When I think of 21st century skills, I think of technology. This is an electronic instrument, so technology is key in this project. Students will need to know about patterns and sequences, as well as program their own sounds into the Groovebox.
How does the project enhance college and career readiness?	My hope is that students will have their eyes opened to a new career that they didn't know existed: sound engineer. So many students love technology and music, that I think this would be a natural career for many.

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.
Are there any safety concerns with this project, and if yes, how will they be addressed?	No, there are no safety 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.	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?	My students are very passionate about music. They love producing music, creating music, and analyzing music. Unfortunately, music is not a cheap field: instruments, production equipment, and supplemental materials are expensive. Our school community's poverty rate is 92%, so I try to give my students these experiences for free, in hopes that they find music to be therapeutic or beneficial to their life. "Future Sound Engineers Rock!" will assist in providing these opportunities for students, but also open students' eyes to the strong connection between music and science. In addition to assisting those students who are impoverished, many of my students are minorities and fall into other classes that are traditionally underserved in STEM exploration.
What traditional underserved students, if any, does this project support?	Students of color, students with physical and emotional disabilities, students who speak English as a second language, and impoverished students.
Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific.	As for music, this project addresses a Connect standard. More specifically: GM.Cn2.A which states that students will demonstrate understanding of relationships between music and the other arts, other disciplines, varied contexts, and/or daily life (such as comparing how music is used in various cultures and performing it). By teaching about sound engineering, students will understand STEM better, as well as connect electronic music with engineering.

What formative and summative assessments will be used to measure learning outcomes? Please be specific.	Students will have a "pre-test" where they will be introduced to the Groovebox. They will be given 20 minutes to explore it with little instruction. At the end of our history of electronic music & instruments unit, as a "post-test" of sorts, students will be able to perform their self-written compositions on their EDM instrument for their classmates. Ideally, my students will also further see that STEM isn't a field meant just for more affluent individuals, but it is easily accessed by people of any socio-economic status, gender, and race.
Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds.	I plan on purchasing 7 Novation Circuit Tracks Standalone Grooveboxes at $470/each. Total would be $3,290. I would also like to purchase Sony ZX Series Wired On-Ear Headphones at $9.99/each. Total would be 209.79. The grand total would be $3,499.79
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
Budget File Upload	Dogwood_Elementary_1421Dogwood_Elementary_Notes_A.xlsx
By clicking below, I acknowledge that I am the educator who wrote this proposal and I will be the one performing the work.	I agree
Should I be awarded, I agree to fully expend the funds as outlined in the submitted proposal by June 1, 2026.	I agree
Should I be awarded, I agree to submit the required online report on or before June 30, 2026. 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, 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 awards 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.	I agree

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Dogwood Elementary
Contact Person's Name: Adrienne Notess
Email address: adrienne.notess@knoxschools.org
Phone Number: 812-606-0367

The amount of gr
If these number are
PLEASE MAKE

AMOUNT OF GRANT FUNDING REQUESTED: $ 3,500

Must be in the amount of $1,000, $1,500, $2,500, $3,500, or $5,000

Item	Description	Quantity	Unit Cost	Total Cost
Novation Circuit Tracks Standalone Groovebox		7	$ 470.00	$ 3,290.00
Sony ZX Series Wired On-Ear Headphones		21	$ 9.99	$ 209.79
			$ -	$ -
			$ -	$ -
			$ -	$ -
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(please insert lines as needed)			$ -	$ -
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			$ -	$ -
			$ -	$ -
			TOTAL:	$ 3,500.00

This number must be GREE

Tips:
How to convert Google Sheets to an Excel file format

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

From: KENDELL MCGILL
To: HEATHER HENDERLIGHT
Subject: Fw: UPDATE: Your STEM Classroom Award Application
Date: Monday, November 17, 2025 11:30:50 AM

Get Outlook for iOS

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Friday, November 14, 2025 12:32:15 PM
To: KENDELL MCGILL <kendell.mcgill@knoxschools.org>
Subject: UPDATE: Your STEM Classroom Award Application

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

Dear Kendell McGill,

Thank you for submitting your proposal for the Battelle Education STEM Classroom Awards, sponsored by TVA and BVI. This year, we received a remarkable number of applications—over 500, requesting over $2.2 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 proposal for Gibbs High School in the amount of $5000 for the project "Ignite Innovation: Gibbs Robotics Expansion (STEM Technology Pathway / Academy)" **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 Award 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 at your district office (or private/charter school) by January 15, 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:**
    - Please refrain from making any social media or other announcements until November

24, 2025. TVA will make a formal announcement with a press release on this date, which will be available at https://www.tva.com/stem/stem-awards.

- 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 funds must be utilized, and your project completed by June 1, 2026.
- **Final Report Submission:** A simple final report is due by June 30, 2026. 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 award change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the award 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 award change request form.
- **Award Transferability:** Award 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 High School.

Warm regards,

The TSIN Team

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

Have you signed up for the Computer Science Momentum Expedition yet? **Wednesday, December 10, 2025, at GEODIS Park in Nashville.** This unique, one-day experience offers educators the rare opportunity to bridge classroom learning with real-world computer science applications, all while engaging with Tennessee's most innovative industries. Don't miss your chance to be part of this extraordinary event!

TVA STEM Award Application 2025

I verify my organization qualifies based on the above location criteria.	true
Please select your organization type	Public School
School State	Tennessee
Please select the Local Power Association from which the school receives their power (or select TVA Watershed area)	Knoxville Utilities Board (KUB)
Applicant Name	Kendell, McGill
Applicant Email	kendell.mcgill@knoxschools.org
Applicant Phone	(865) 689-9130
Your Professional Title	Teacher.
School Name	Gibbs High School
School street address	9130 Tazewell Pike
School City	Corryton
School State	TN
School Zip Code	37721
School County	Knox
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 Schools
District Office Mailing Address	1111 North Central Street, Knoxville, TN, 37917

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 (or indicate if you are in a TVA Watershed area)	My School is Located in a TVA Watershed Area
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 High serves a diverse, close-knit student body, offering strong academics, STEM, arts, athletics, and career programs to prepare all students for college, careers, and life success.
Total Number of Students in the School	941
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	13
Is this a title one school?	No
Name of program, project, or class the funds will support. (We encourage you to be creative!)	Ignite Innovation: Gibbs Robotics Expansion (STEM Technology Pathway / Academy)
Which TVA area of focus does your project support? (You may select more than one)	Community Problem Solving, 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?	100
Amount of funding 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.	The Gibbs High School Robotics Expansion Project will enhance hands-on learning, student engagement, and career readiness by providing updated equipment, competitive game kits, and tools for design and innovation. Our goal is to expand participation in robotics, deepen problem-solving skills, and prepare students for STEM careers in a rapidly evolving job market. New VEX V5 robots for upper-level classes and updated VEX IQ Gen 2 brains, remotes, and game elements will allow students to engage in authentic, competition-style problem solving. A VEX game kit will motivate students while teaching teamwork, strategy, and creative thinking —skills highly valued in STEM careers. Purchasing 3D printers and filament will enable students to design and fabricate custom robot parts, fostering innovation, critical thinking, and hands-on engineering experience. These experiences develop coding, CAD design, prototyping, and collaboration skills directly applicable to high-demand technical fields. Measurable Outcomes: Increase robotics participation by 25% (50–60 students), provide 100+ hours of hands-on coding and design experience, create at least 5 custom 3D-printed parts per project, achieve top 25% placement in at least one regional/state VEX competition, and improve teamwork and confidence with 80% of students reporting increased engagement. By expanding our robotics program, Gibbs High will equip students with the skills, experience, and confidence needed to thrive in STEM careers and succeed in a competitive, technology-driven workforce.

What will the students be doing while engaging in your project?	Students will actively participate in designing, building, coding, and testing robots using VEX V5 and VEX IQ systems. They will work individually and in teams to complete competition challenges, practice strategy, and develop problem-solving skills in a hands-on environment. Students will also use 3D printers to design and fabricate custom robot parts, applying CAD software and iterative design principles to solve engineering problems. In addition, students will engage in collaborative planning, troubleshooting, and testing of their robots, fostering teamwork, communication, and critical thinking. Through participation in classroom projects and regional competitions, students will apply coding, engineering, and design skills in real-world scenarios, preparing them for future STEM coursework and careers.
What will you, the educator, be doing while instructing your students on this project?	As the instructor, I will guide students through the entire robotics process, including design, building, programming, and testing. I will demonstrate coding techniques, CAD design, and 3D printing methods, provide troubleshooting support, and model problem-solving strategies. I will facilitate team collaboration, help students set goals, and give feedback to improve performance and creativity. Additionally, I will organize and oversee classroom challenges, practice sessions, and competition preparation, ensuring that students gain both technical skills and experience applying them in real-world STEM contexts.
How does the project incorporate design thinking?	The robotics project incorporates design thinking by guiding students through an iterative process of empathizing, defining, ideating, prototyping, and testing. Students begin by analyzing challenges or competition tasks to identify problems and goals, then brainstorm creative solutions individually and in teams. Using CAD software and 3D printers, they prototype custom parts and build functional robots, testing and refining designs based on performance feedback. This cycle encourages critical thinking, problem-solving, and innovation, allowing students to apply real-world engineering principles while learning to approach complex challenges systematically.

What 21st century skills will students learn when completing this project?	Students will develop a wide range of 21st-century skills while engaging in the robotics project, including critical thinking and problem-solving through iterative design and troubleshooting, creativity and innovation via coding, CAD design, and 3D printing of custom parts, and collaboration and teamwork through group projects and competition preparation. They will also strengthen communication skills by presenting strategies, sharing ideas, and reflecting on outcomes, as well as digital literacy through programming, engineering software, and modern robotics systems. These experiences equip students with the skills necessary to succeed in STEM careers and the modern workforce.
How does the project enhance college and career readiness?	The robotics project enhances college and career readiness by giving students hands-on experience with engineering, coding, and design—skills directly applicable to STEM fields and high-demand technical careers. Through participation in team-based challenges and competitions, students develop critical thinking, problem-solving, collaboration, and project management skills, all essential for success in college and the workforce. Using industry-standard tools such as VEX V5 robots, CAD software, and 3D printing, students gain practical, real-world experience that prepares them for advanced coursework, internships, and future careers in robotics, engineering, technology, and other STEM-related fields.
Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved.	Yes, the project involves collaboration with local community partners, including businesses, higher education institutions, and STEM organizations. These partners will support the robotics program by providing mentorship, expertise, and guidance during project design and competitions. They may assist with workshops, offer real-world insights into engineering and technology careers, and help evaluate student projects. This partnership strengthens connections between students and the broader STEM community, exposes students to career pathways, and provides opportunities for networking and professional growth.

Are there any safety concerns with this project, and if yes, how will they be addressed?	While robotics and 3D printing are generally safe, there are some potential safety concerns, including minor cuts or pinches from robot assembly, electrical hazards when working with VEX systems, and burns from 3D printer nozzles or heated surfaces. These risks will be mitigated through strict classroom safety protocols, including supervised use of all equipment, safety training for students, wearing personal protective equipment (gloves or goggles when appropriate), and clear instructions on proper handling of tools and electronics. Students will also be taught to identify hazards and respond appropriately, ensuring a safe, productive, and engaging learning environment.
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?	The Gibbs High School Robotics Expansion Project ensures equitable access to hands-on STEM learning for all students, including those traditionally underrepresented in STEM. Through coding, robotics, 3D printing, and team-based problem solving, every student gains opportunities to build technical skills, creativity, and confidence. This inclusive approach empowers all students to explore STEM careers and see themselves as future innovators.
What traditional underserved students, if any, does this project support?	This project aims to recruit and engage more female students and other traditionally underrepresented groups in STEM. By updating Gibbs High School's robotics equipment, including VEX V5 and IQ systems, 3D printers, and game kits, the program creates a mo

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific.	The Gibbs High School Robotics Expansion Project aligns with STEM content areas, including engineering design, computer science, mathematics, and applied physics. It supports Tennessee Science and Engineering Standards such as designing solutions to complex problems, developing and refining models, and applying mathematical concepts in real-world contexts. In computer science, students practice coding, robotics programming, and CAD design aligned with Tennessee Computer Science Standards. Deepening STEM Understanding Students deepen STEM understanding through hands-on learning and iterative problem solving. Building and programming VEX robots, designing custom parts with CAD, and 3D printing prototypes connect theory to practice. Team-based challenges foster collaboration, computational thinking, and systems thinking, preparing students for advanced coursework and STEM careers.
What formative and summative assessments will be used to measure learning outcomes? Please be specific.	Students' learning will be assessed through both formative and summative methods. Formative assessments include teacher observations during design, coding, and building activities, project journals documenting iterations and design choices, peer feedback on coding and robot functionality, and short quizzes to check understanding of programming, engineering, and CAD concepts. Summative assessments include evaluation of completed robot projects and 3D-printed components using rubrics for functionality, innovation, and design quality; performance in VEX competitions measuring teamwork, strategy, and problem-solving; and final presentations or reports demonstrating mastery of STEM concepts, engineering design, and communication skills. Together, these assessments provide a clear and comprehensive measure of students' technical knowledge, problem-solving, collaboration, and design thinking abilities.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds.	Funds will support the expansion of Gibbs High School's robotics program by providing updated equipment and materials to enhance STEM learning. This includes 2 VEX V5 Competition Robots ($2,489.98) for hands-on building and programming, 4 VEX IQ Gen 2 Brains and Remotes ($719.92) for coding and control of smaller robots, and 1 VEX V5 Push Back Game Kit ($599.99) to support practice and competitions. To foster innovation and design skills, the program includes 1 Bambu Lab P1S 3D Printer ($649.00) and 10 rolls of Kingroon PETG colored filament ($99.99) plus 10 rolls of black filament ($102.99) for prototyping custom parts. A robotics tool kit ($100.00) and replacement parts and consumables ($200.00) will ensure students have the necessary tools and materials for building, repairs, and modifications. Total Estimated Budget: $4,961.87
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
Budget File Upload	Gibbs_High_School_1238Gibbs_High_School_McGill_Ken.xlsx
By clicking below, I acknowledge that I am the educator who wrote this proposal and I will be the one performing the work.	I agree
Should I be awarded, I agree to fully expend the funds as outlined in the submitted proposal by June 1, 2026.	I agree
Should I be awarded, I agree to submit the required online report on or before June 30, 2026. 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, 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 awards 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.	I agree

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Gibbs High School Robotics Expansion

Contact Person's Name: Kendell McGill

Email address: kendell.mcgill@knoxschools.org

Phone Number: 8656899130

The amount of gr
If these number are
PLEASE MAKE

AMOUNT OF GRANT FUNDING REQUESTED: $ 5,000

Must be in the amount of $1,000, $1,500, $2,500, $3,500, or $5,000

Item	Description	Quantity	Unit Cost	Total Cost
Vex V5 Competition Robot	Vex V5 Competition Robot	2	$ 1,244.99	$ 2,489.98
Vex IQ Gen 2	Brain and Remote Set	4	$ 179.98	$ 719.92
Vex V5 Competition Kit	Push Back Game Kit	1	$ 599.99	$ 599.99
Robotics Tool Kit	Robotics Tool Kit	1	$ 100.00	$ 100.00
Replacement Parts	Replacement Parts and Consumables	1	$ 200.00	$ 200.00
3D Printer	Bambu Lab P1S	1	$ 649.00	$ 649.00
3D Printer Filament	Kingroon PETG 3D Printer Filament, 10 rolls	1	$ 99.99	$ 99.99
3D Printer Filament	Kingroon PETG 3D Printer Filament, 10 rolls	1	$ 102.99	$ 102.99
			TOTAL:	$ 4,961.87

This number must be GREE

Tips:

How to convert Google Sheets to an Excel file format

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

From: JAMIE KELLY
To: HEATHER HENDERLIGHT
Subject: Fw: UPDATE: Your STEM Classroom Award Application
Date: Monday, November 17, 2025 11:47:32 AM

Jamie Kelly

Design Lab Teacher
Green Magnet STEM Academy
Knox County Schools

jamie.kelly@knoxschools.org
@jamiekelly2018

"Take Chances, Make Mistakes, Get Messy!" Mrs. Frizzle

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Friday, November 14, 2025 12:32 PM
To: JAMIE KELLY <jamie.kelly@knoxschools.org>
Subject: UPDATE: Your STEM Classroom Award Application

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

Dear Jamie Kelly,
Thank you for submitting your proposal for the Battelle Education STEM Classroom Awards, sponsored by TVA and BVI. This year, we received a remarkable number of applications—over 500, requesting over $2.2 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 proposal for Green Magnet Academy in the amount of $5000 for the project "What can you do with a hammer?" **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 Award 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 at your district office (or private/charter school) by January 15, 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:**
    - Please refrain from making any social media or other announcements until November 24, 2025. TVA will make a formal announcement with a press release on this date, which will be available at https://www.tva.com/stem/stem-awards.
    - 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 funds must be utilized, and your project completed by June 1, 2026.
- **Final Report Submission:** A simple final report is due by June 30, 2026. 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 award change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the award 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 award change request form.
- **Award Transferability:** Award 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 Green Magnet Academy.
Warm regards,
The TSIN Team
Battelle Education
1720 West End Ave, Suite 530
Nashville, TN 37203
www.TSIN.org
Have you signed up for the Computer Science Momentum Expedition yet? **Wednesday, December 10, 2025, at GEODIS Park in Nashville.** This unique, one-day experience offers educators the rare opportunity to bridge classroom learning with real-world computer science applications, all while engaging with Tennessee's most innovative industries. Don't miss your chance to be part of this extraordinary event!

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

If you have not done so yet, please visit our website at www.TSIN.org to read about this opportunity and download the full application package.

The application package has been carefully assembled to provide you with helpful tips, examples, and reputable resources as you prepare your award application. Each section is designed to guide you through the process, clarify expectations, and offer practical supports to strengthen your proposal.

Teams must be located in a TVA service area and receive their electricity from a TVA local power company

--OR--

Must be located in a TVA Watershed area (receiving service from a TVA provider is not necessary)

Please verify your school or organization meets the location requirements before proceeding.

- [x] I verify my organization qualifies based on the above location criteria. *

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 or Watershed area and receive power from a TVA distributor.

TVA STEM Award Application 2025

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Please select the Local Power Association from which the school receives their power (or select TVA Watershed area) *

Knoxville Utilities Board (KUB)

Schools must be located in the TVA service or watershed areas. 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 *

Jamie (First Name)

Kelly (Last Name)

Applicant Email *

jamie.kelly@knoxschools.org

Only one submission per applicant email address.

Applicant Phone *

423 - 200 - 8981

This information will not be shared.

Your Professional Title *

Teacher

(Teacher, Principal, Administrator...)

TVA STEM Award Application 2025

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School Name *

Green Magnet Academy

School street address *

801 Lula Powell Dr

School City *

Knoxville

School State *

TN

School Zip Code *

37915

School County *

TN

Is this a Charter school? *

- ○ Yes
- ◉ No

TVA STEM Award Application 2025

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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 *

UT Tower 613B

Street Address

400 W Summit Hill Dr SW

Address Line 2

Knoxville

City

TN

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 *

Heather

First Name

Henderlight

Last Name

TVA STEM Award Application 2025

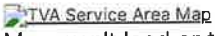
Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

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

heather.henderlight@knoxschools.org

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

865 - 594 - 8080



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

Is your location not on this map, but instead in a TVA Watershed area? Verify TVA Watershed areas here.

Please select your geographic area from the map above (or indicate if you are in a TVA Watershed area) *

Southeast

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

TVA STEM Award Application 2025

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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. *

We are in the center of multiple reduced housing projects in the city of Knoxville. Most of our students come from this community. We have a high population of African American students, along with Hispanic and mixed race students.

Total Number of Students in the School *

354

What grades are served in the school? (Select all that apply) *

- [ ] Pre-K
- [x] Elementary
- [ ] Middle
- [ ] High
- [ ] Other

TVA STEM Award Application 2025

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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

Please make sure you have reviewed the complete application package before completing the following sections.

Name of program, project, or class the funds will support. (We encourage you to be creative!) *

What can you do with a hammer?

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

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? *

345

Amount of funding requested *

$5,000

Please make sure your budget spreadsheet total is the same (or more than) the funding amount requested. Budgets that do not list the full amount requested will be disqualified.

TVA STEM Award Application 2025

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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 students do not have the same advantages that many other students get to experience. They do not go to museums or festivals or kid events like building experiences at Home Depot and Lowes. In order to provide some of these experiences that will prepare them for real world problem solving, we would like to provide them with real world tools. We want them to have real world experiences that foster a love of problem solving. We also want to give them opportunities to experience using tools they may not have access to, in this case literal hammers and drills, wrenches, Dremel tools. In our Design Lab, students come in for a one-day immersion in the Engineering Design Process. At our school we use Ask Imagine Plan Create Improve. They spend the day going through the steps in this cycle to produce a prototype. By fifth grade, we ask them to create the actual product and this requires the right tools for the job. We want them to create a finished, usable product. We need sets of tools to scale be able to scaffold experiences from Kindergarten to Fifth grade.

All proposals must have a specific project outlined. Proposals for materials without a project outline can not be funded.

What will the students be doing while engaging in your project? *

The students will be engaging in the Engineering Design Process and creating their own solutions to a given set of problems. For example, in second grade the students studied animal traits. They then designed a prototype of a product that was inspired by what they learned. One group developed a pencil tube that suctioned the pencil from the floor back to the table when it falls. We would love to actually build this one!

What will you, the educator, be doing while instructing your students on this project? *

During most lessons, I first teach a little background knowledge and give students a chance to practice. I will be teaching the students to use tools and making sure they are using safety procedures. Most of the lessons I am assisting students with clarifying their ideas, making sure everyone knows their roles, and assisting with materials.

TVA STEM Award Application 2025

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How does the project incorporate design thinking? *

We use design thinking every day. The reason for the Design Lab is to incorporate the Engineering Design Process in a real life setting. We often have to problem solve and improve and re-evaluate our building. We have the question "How did you fail?" prominently displayed in the room. The challenge is not to make a perfect product the first time, but to keep going and have a product we collaborated to build.

What 21st century skills will students learn when completing this project? *

Students will have experiences that allow them to become resilient problem-solvers who can persevere through obstacles. They will also gain experience in using tools and following safety protocols. They will gain valuable knowledge about themselves, their likes and dislikes. They will learn the value of having the right tool for the job at hand and will have less fears of trying a new challenge. This will translate into employees who are competent and solutions oriented.

How does the project enhance college and career readiness? *

Providing activities that teach STEM habits of mind (perseverance, creativity, collaboration, problem solving) prepare students for life and to be good employees. Our students have practice creating, failing, and improving projects every day. This teaches them how to find solutions to problems and be better students and employees.

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? *

Safety procedures will be taught to students and for more advanced tools, quizzes will be given before tools are used.

TVA STEM Award Application 2025

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☑ **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 school is the only STEM accredited elementary school in Knox County. We are also a Magnet school, so every student in Knox County has to opportunity to transfer to our school. Every student in our school is enrolled in the STEM program and visits the Design Lab as well as classroom projects that use the Engineering Design Process.

What traditional underserved students, if any, does this project support? *

This project serves minority students who are economically disadvantaged.

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific. *

Using the Tennessee STEM Standards, this project will cover several standards. CTS.3 Engage in investigations through science and engineering practices to identify and define global issues, challenges, and real-world problems. SFE.1 Analyze career opportunities and occupations that exist in STEM fields. CER.3 Explore, develop, test, and refine models like scientists and engineers to solve problems. Every student has the opportunity to do these three standards in Design Lab every time they come. They look at solving a problem, they have a career that is connected to the lesson, and they build a prototype for their solution. They problem solve setbacks and improve as they build. By using real life tools and materials, they will be able to move beyond the prototype phase into a real world solution.

What formative and summative assessments will be used to measure learning outcomes? Please be specific. *

Our school is installing a Sensory Garden. As part of our Design Lab, fifth grade students will be asked to plan, design, and build a component to be installed in the garden. They will follow the Engineering Design Process and research ideas with school input, plan and figure out how to build the design and finally use the tools to build it.

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds. *

This budget includes tools for students to use, supplies to build projects and a few project how to books. It also includes some step up kits for lower grades to use and gain experience with before they use the real hand tools. The total is $4996.53.

☑ **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 www.tsin.org/TVASTEM-awards and submit it as an **Excel document** along with this application.

Budget File Upload *

Green_Magnet_... xlsx

Budgets must outline all of the funding requested. For example: If you request $1,000 in funding but only outline $823 on the budget, we are unable to process this application and it can not be accepted.

By clicking below, I acknowledge that I am the educator who wrote this proposal and I will be the one performing the work. *

☑ I 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, I agree to fully expend the funds as outlined in the submitted proposal by June 1, 2026. *

☑ I agree

Any purchases not outlined in the proposal must be approved by Battelle Education prior to purchasing.

TVA STEM Award Application 2025

Welcome to the TVA STEM Award program, sponsored by the Tennessee Valley Authority (TVA) in partnership with Bicentennial Volunteers Incorporated (BVI, a TVA retiree organization) and facilitated by the TSIN.

Should I be awarded, I agree to submit the required online report on or before June 30, 2026. I understand that this report must include how the funds were used, a brief description of implementation, and one photograph. *

- [x] I agree

Should I be awarded, 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

This includes photographs, logos, published/printed information, and any other information related to this award and how the funds were spent.

I understand that awards 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. *

- [x] I 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 thank you

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Green Magnet

Contact Person's Name: Jamie Kelly

Email address: jamie.kelly@knoxschools.org

Phone Number: 423-200-8981

The amount of gr
If these number are
PLEASE MAKE

AMOUNT OF GRANT FUNDING REQUESTED: $ 5,000

Must be in the amount of $1,000, $1,500, $2,500, $3,500, or $5,000

Item	Description	Quantity	Unit Cost	Total Cost
BLACK+DECKER Easy S	BLACK+DECKER Easy Steam Compact Iron for Clothes Automatic Shutoff Nonstick Pla	2	16.45	$ 32.90
CRAFTSMAN Miter Box	CRAFTSMAN Miter Box Hand Miter Saw Adjustable Angle Hand Saw (CMHT20800)	1	44.99	$ 44.99
CRAFTSMAN Mitre Saw	CRAFTSMAN Mitre Saw 12-Inch Saw & Clamping Box (CMHT20600)	1	20.99	$ 20.99
Hanpex 6 in. Mini Hacksa	Hanpex 6 in. Mini Hacksaw & mitre Block Set - 150mm Extra Fine Cut Hack Saw with Bl-	1	9.49	$ 9.49
BLACK+DECKER dustbu	BLACK+DECKER dustbuster AdvancedClean Cordless Handheld Vacuum Compact Hor	1	49.99	$ 49.99
Poraxy 6 in 1 STEM Toys	Poraxy 6 in 1 STEM Toys for Kids Ages 8-12 STEM Kits 3D Wooden Puzzles Educationa	1	19.99	$ 19.99
Round Nose Pliers Wire	Round Nose Pliers Wire Jewelry Making Tools Bead Pliers for Wire Wrapping Jump Ring	10	6.49	$ 64.90
PLAYmake Kids' 4-in-1 W	PLAYmake Kids' 4-in-1 Woodshop Carpentry Cool Tool with Jigsaw Lathe Drill Press Sa	3	109.99	$ 329.97
Dremel 4000-2/32 Variab	Dremel 4000-2/32 Variable Speed Rotary Tool Kit-Engraver Polisher and Sander- Perfec	2	79.9	$ 159.80
The Off Bits Educational	The Off Bits Educational STEM Toys for 6+: Robot Toy Building Sets 3-in-1 Engineering	1	189.95	$ 189.95
Rubbermaid Reveal Spra	Rubbermaid Reveal Spray Mop Floor Cleaning Kit 3 Reusable Microfiber Wet Pads 1 Re	1	40.47	$ 40.47
Learning Resources Gea	Learning Resources Gears! Gears! Gears! Robots in Motion Building Set - 116 Pieces A	5	36.99	$ 184.95
ChuburD 177pcs Kid's Bu	ChuburD 177pcs Kid's Building Toys Interlocking Gear Set Building Blocks Kids Play Toc	5	14.16	$ 70.80
Drill Set Bundle with Ryo	Drill Set Bundle with Ryobi 18V Cordless Drill 1.5 Ah Lithium-ion Battery 18-Volt Battery (	1	147.51	$ 147.51
RYOBI RAKDD100 Drillin	RYOBI RAKDD100 Drilling Plus Driving Kit 100 Piece	1	80	$ 80.00
ORLESS Over The Door	ORLESS Over The Door/Wall Mount Ironing Board Hanger Laundry Room Iron and Ironi	4	16.98	$ 67.92
Amazon Basics Ironing B	Amazon Basics Ironing Board Tabletop 77x29 cm White Floral	2	26.99	$ 53.98
Jakeefud Ironing Board 1	Jakeefud Ironing Board 13" X 43" W/Extra Thick Heavy Duty Padded Cover Height Adjus	4	56.99	$ 227.96
ROKR 3D Wooden Puzz	ROKR 3D Wooden Puzzles for Adults Marble Run Model Building Kit(LGA01 Marble Nig	1	56.99	$ 56.99
Cabaret Mechanical Mov	Cabaret Mechanical Movement: Understanding Movement and Making Automata	1	26.98	$ 26.98
Automata and Mechanica	Automata and Mechanical Toys	1	41.16	$ 41.16
MECCANO Erector Supe	MECCANO Erector Super Construction 25-in-1 Motorized Building Set Steam Education	2	129.99	$ 259.98
170 Pcs STEM Building	170 Pcs STEM Building Toys for Kids Ages 4-8 Building Blocks Educational Construction	2	26.99	$ 53.98
Yalumo Basswood Sheet	Yalumo Basswood Sheets 12 x 12 x 1/8 Inch 26 Packs Plywood Sheets Unfinished Wood	20	26.98	$ 539.60
36 Pack Basswood Shee	36 Pack Basswood Sheets12"x12"x1/8" 3mm Basswood PlywoodCraft WoodUnfinished	10	30.99	$ 309.90
Wowood 8 Pack Maple P	Wowood 8 Pack Maple Plywood Sheets 12 x 16x 1/8 Inch 3mm Plywood for Laser Cuttin	10	31.19	$ 311.90
Rowood Plywood Sheets	Rowood Plywood Sheets for Laser Cutting 2 Pack Walnut+Double Pack Maple Sheets+2	10	24.64	$ 246.40
ROBOTIME 30-Pack Bas	ROBOTIME 30-Pack Basswood Sheets 1/8" x 12" x 16" - Laser Engraving Blanks 3mm	15	60.99	$ 914.85
12Pack 1/8 Thick 12 X 12	12Pack 1/8 Thick 12 X 12 Inch 3mmcolored Acrylic Sheets for Laser Cutting Engraving B	5	37.99	$ 189.95

XLNT TECH 10 PCS Tra	XLNT TECH 10 PCS Transparent Acrylic Sheets 1/8 Thick 8 x 12 Inch Colored Cast Acr	5	27.83	$ 139.15
Mezchi 8 Pack 12 oz Sm	Mezchi 8 Pack 12 oz Small Hammer Tool Mini Claw Hammer with Soft Rubber Stubby H	2	23.98	$ 47.96
20 Pcs Claw Hammer Sn	20 Pcs Claw Hammer Small Household Hammers 6.7 Inch Mini Safety Hammer Tool Allo	1	25.99	$ 25.99
Basic Fun K'NEX | Motor	Basic Fun K'NEX | Motorised Creations Building Set | 3D Educational Toys for Kids 325 F	1	35	$ 35.00
	No item, added to round to $5,000.	1	$ 3.65	$ 3.65
			$ -	$ -
			$ -	$ -
			$ -	$ -

From: JACOB MESSING
To: HEATHER HENDERLIGHT
Subject: Fw: UPDATE: Your STEM Classroom Award Application
Date: Friday, November 21, 2025 8:08:51 PM

Jacob Messing
STEM CTE Teacher
Hardin Valley Middle School

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Friday, November 14, 2025 12:32 PM
To: JACOB MESSING <jacob.messing@knoxschools.org>
Subject: UPDATE: Your STEM Classroom Award Application

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 STEM Classroom Awards, sponsored by TVA and BVI. This year, we received a remarkable number of applications—over 500, requesting over $2.2 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 proposal for Hardin Valley Middle School in the amount of $5000 for the project "HVMS Robotics Programming" **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 Award 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 at your district office (or private/charter school) by January 15, 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:**
   - Please refrain from making any social media or other announcements until November 24, 2025. TVA will make a formal announcement with a press release on this date, which will be available at https://www.tva.com/stem/stem-awards.
   - 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 funds must be utilized, and your project completed by June 1, 2026.
- **Final Report Submission:** A simple final report is due by June 30, 2026. 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 award change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the award 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 award change request form.
- **Award Transferability:** Award 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 you signed up for the Computer Science Momentum Expedition yet? **Wednesday, December 10, 2025, at GEODIS Park in Nashville.** This unique, one-day experience offers educators the rare opportunity to bridge classroom learning with real-world computer science applications, all while engaging with Tennessee's most innovative industries. Don't miss your chance to be part of this extraordinary event!

TVA STEM Award Application 2025

I verify my organization qualifies based on the above location criteria.	true
Please select your organization type	Public School
School State	Tennessee
Please select the Local Power Association from which the school receives their power (or select TVA Watershed area)	Lenoir City Utilities Board
Applicant Name	Jacob, Messing
Applicant Email	jacob.messing@knoxschools.org
Applicant Phone	(865) 705-6802
Your Professional Title	Teacher_
School Name	Hardin Valley Middle School
School street address	2280 Steele Road
School City	Knoxville
School State	TN
School Zip Code	37932
School County	Tennessee
Is this a Charter school?	No
Does this school have its own unique EIN (employee identification number) separate from that of the school district?	I don't know
School District Name	Knox County Schools
District Office Mailing Address	1050 Foster St NW, Knoxville, TN 37928, Knoxville, Tennessee, 37928

Contact name of grant manager or financial officer responsible for your school at the district office	Heather, Henderlight
Email address of grant manager or financial officer responsible for your school at the district office	heather.henderlight@knoxschools.org
Phone number of grant manager or financial officer responsible for your school at the district office	(865) 594-8080
Please select your geographic area from the map above (or indicate if you are in a TVA Watershed area)	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.	HVMS houses a student body consisting of approximately 78% White, 10% Hispanic, 5% Black, and 4% Asian or Pacific Islander students. Around 22% of students are reported as being low-income.
Total Number of Students in the School	1017
What grades are served in the school? (Select all that apply)	Middle
Is the school (select one)	Suburban
Percent free and reduced lunch in the school	22
Is this a title one school?	No
Name of program, project, or class the funds will support. (We encourage you to be creative!)	HVMS Robotics Programming
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)	6, 7, 8
How many students will the project serve?	28
Amount of funding 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.	Hardin Valley Middle School's robotics programming consists of two levels. The first level is our FIRST Lego League teams. At this level, students who are new to robotics are able to develop STEM career skills like design and programming to assemble robots and interchangeable attachments that will allow a robot to autonomously complete a series of different tasks. Students are given set criteria and guidance but are asked to apply their design skills to assemble the various components. Our second level of robotics that we participate in is the FIRST Tech Challenge. In this program, students are also tasked with assembling robots but this time are asked to assemble 18x18x18 robots using metal parts. Students learn valuable STEM career skills like design, assembly, and programming through this process. Towards the end of last year, we also began introducing the students from these teams to CAD software like OnShape and had them learn to design their own custom parts, further enriching their development. Students receive guided coaching during practices towards enhancing their skills.
What will the students be doing while engaging in your project?	Students working in FLL will be designing, assembling, and programming their robots to complete as many of the challenges as possible within the allotted time limit. Students working in FTC design, assemble, and program their robots as well to make sure that it can do tasks in both an autonomous manner as well as through driver controlled input.
What will you, the educator, be doing while instructing your students on this project?	During meetings, I work with students both individually and in groups to assist on each step of the process. I give feedback and use questioning to make sure that students not only are able to successfully complete each step but also to make sure that they understand why their actions were successful. When it comes to assembly and wiring for the robots I supervise closely to ensure that it is done in a safe manner.

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 the design 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.
What 21st century skills will students learn when completing this project?	Students participating in robotics learn various aspects of 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. Towards the end of last year we also began incorporating the use of CAD software to encourage students to learn how to design custom parts for their robot. Students also learn about branding through our business team component by designing/updating our website, coming up with fundraising ideas, and creating designs for team gear and clothing.
How does the project enhance college and career readiness?	Students are learning real world skills while competing in robotics. While the competitions gamify STEM concepts, each team member is learning valuable lessons about what it would be like to work in a STEM environment. They are directly experiencing what it is like to work on teams to accomplish tasks, including learning how to work through disagreements and follow set criteria/meet deadlines. Skills like programming, design, CAD modeling, and iteration are valuable skills that could lead to successful careers.

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 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. This program also benefits from parent mentors in the community and works with volunteers from other schools around the area to provide students with a balanced set of expertise.
Are there any safety concerns with this project, and if yes, how will they be addressed?	Students participating in robotics work with various tools and equipment. These can be potentially hazardous if used irresponsibly or incorrectly. In light of this, when students are working with tools they are provided with any necessary forms of PPE and closely supervised by staff and mentors to prevent any such injuries. Particularly close attention is given when working with wiring or the electrical components of the robot.
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?	HVMS's 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 are eligible participate, and we have no requirement of any prior STEM education or robotics participation. 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 is available to all students. We also have made efforts to work students that may have some level of disability to truly embody the concept of "STEM for All".
What traditional underserved students, if any, does this project support?	Our program is available to serve members of any background, ethnicity, or income level. We have even had members join our team from other schools that did not offer this kind of programming.

Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific.	Our program covers various content areas including physics, computer science, and engineering. Students learn about physics through application of forces (this year's game features launching a projectile), learning to understand how electricity works in relation to the robot and apply computer science techniques through programming both modes on the robot. 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. Coaches 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.	Included in our budget are materials intended to broaden the range of our students' design and build capabilities. We operate 2 FTC teams and included materials for a starter kit for both teams. In addition, I included materials like PLA filament and a budget for ordering custom parts as part of our goal to train the teams to use resources like CAD and design their own custom parts. We included a 10 pack of batteries in this budget as in our experience it is vital to always have backups with full/close to full power. A similar thought process was behind the inclusion of backup servo motors as last year we found that those occasionally ended up damaged or weakened. Some new inclusions to the budget was the sensor kit and I hope that will allow us to explore developing autonomous code based around their perception. I included an additional FLL registration amount as we have had a growth in interest in the program this year and are looking to feature a second team for that level as well.
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
Budget File Upload	Hardin_Valley_Middle_School_1432Hardin_Valley_Midd.xlsx
By clicking below, I acknowledge that I am the educator who wrote this proposal and I will be the one performing the work.	I agree
Should I be awarded, I agree to fully expend the funds as outlined in the submitted proposal by June 1, 2026.	I agree
Should I be awarded, I agree to submit the required online report on or before June 30, 2026. 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, 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 awards 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.	I agree

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Hardin Valley Middle School
Contact Person's Name: Jacob Messing
Email address: Jacob.messing@knoxschools.org
Phone Number: (865) 705-6802

The amount of grant funding i
If these number are RED,
PLEASE MAKE SURE TH

AMOUNT OF GRANT FUNDING REQUESTED: **$ 5,000**
Must be in the amount of $1,000, $1,500, $2,500, $3,500, or $5,000

Item	Description	Quantity	Unit Cost	Total Cost
Robot Kits	FTC Starter Kits	2	$ 800.00	$ 1,600.00
Machine Shop Fees	Money to cover machine shopping of custom parts for robots.	1	$ 1,000.00	$ 1,000.00
12 v slim batteries	Batteries to power robots	10	$ 55.00	$ 550.00
REV servo bundle	Collection of additional servos and attachments	2	$ 327.50	$ 655.00
Servo programmers	Tool to program servo settings	3	$ 23.00	$ 69.00
Silicone Wheels	Soft material wheels for intake system	8	$ 7.00	$ 56.00
312 rpm Motors	Replacement motors (if needed)	4	$ 55.00	$ 220.00
Incidentals	Snacks or refreshments for meetings	1	$ 200.00	$ 200.00
FLL Registration	FLL Registration Fee	1	$ 275.00	$ 275.00
PLA Filament	2 rolls of filament	2	$ 25.00	$ 50.00
Mechanical/Electrical supplies	Nuts, bolts, shafting, clamps, tubing	1	$ 150.00	$ 150.00
FTC sensor kit	Collection of sensor kits	1	$ 175.00	$ 175.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	**$ 5,000.00**

This number must be GREEN

Tips:
How to convert Google Sheets to an Excel file format

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

From: DEANNA SHARP
To: HEATHER HENDERLIGHT
Subject: Fw: UPDATE: Your STEM Classroom Award Application
Date: Monday, November 17, 2025 11:21:45 AM
Attachments: Outlook-akljdow3.png

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Friday, November 14, 2025 12:32 PM
To: DEANNA SHARP <deanna.sharp@knoxschools.org>
Subject: UPDATE: Your STEM Classroom Award Application

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

Dear DeAnna Sharp,

Thank you for submitting your proposal for the Battelle Education STEM Classroom Awards, sponsored by TVA and BVI. This year, we received a remarkable number of applications—over 500, requesting over $2.2 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 proposal for Holston Middle School in the amount of $5000 for the project "The Human Blueprint Project – Exploring Health Through 3D Design" **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 Award 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 at your district office (or private/charter school) by January 15, 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:**
   - Please refrain from making any social media or other announcements until November 24, 2025. TVA will make a formal announcement with a press release on this date,

which will be available at https://www.tva.com/stem/stem-awards.

- 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 funds must be utilized, and your project completed by June 1, 2026.
- **Final Report Submission:** A simple final report is due by June 30, 2026. 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 award change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the award 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 award change request form.
- **Award Transferability:** Award 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 Holston Middle School.

Warm regards,

The TSIN Team

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

Have you signed up for the Computer Science Momentum Expedition yet? **Wednesday, December 10, 2025, at GEODIS Park in Nashville.** This unique, one-day experience offers educators the rare opportunity to bridge classroom learning with real-world computer science applications, all while engaging with Tennessee's most innovative industries. Don't miss your chance to be part of this extraordinary event!

TVA STEM Award Application 2025

I verify my organization qualifies based on the above location criteria.	true
Please select your organization type	Public School
School State	Tennessee
Please select the Local Power Association from which the school receives their power (or select TVA Watershed area)	Knoxville Utilities Board (KUB)
Applicant Name	DeAnna, Sharp
Applicant Email	deanna.sharp@knoxschools.org
Applicant Phone	(865) 594-1300
Your Professional Title	Librarian
School Name	Holston Middle School
School street address	600 N Chilhowee Dr
School City	Knoxville
School State	TN
School Zip Code	37924
School County	TN
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. Summit Hill Drive, Knoxville, TN, 37902

Contact name of grant manager or financial officer responsible for your school at the district office	Heather, Henderlight
Email address of grant manager or financial officer responsible for your school at the district office	heather.henderlight@knoxschools.org
Phone number of grant manager or financial officer responsible for your school at the district office	(865) 594-8080
Please select your geographic area from the map above (or indicate if you are in a TVA Watershed area)	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?*	No
School Demographic - Please provide a short narrative about the student demographics of your school.	The student body is 47% Black, Hispanic, or Native American, reflecting strong diversity. Additionally, 28% are economically disadvantaged and 18% have disabilities, highlighting a broad range of needs and experiences.
Total Number of Students in the School	456
What grades are served in the school? (Select all that apply)	Middle
Is the school (select one)	Urban
Percent free and reduced lunch in the school	31
Is this a title one school?	Yes
Name of program, project, or class the funds will support. (We encourage you to be creative!)	The Human Blueprint Project – Exploring Health Through 3D Design

Which TVA area of focus does your project support? (You may select more than one)	Community Problem Solving, Economic and Career Development
Which grades will be involved in the project? (Select all that apply)	7
How many students will the project serve?	151
Amount of funding 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.	This project will be implemented in 7th grade science in alignment with the standard: "Examine a problem from the medical field (e.g., prosthetic limbs, organ transplants) and design a solution taking into consideration the criteria, constraints, and relevant scientific principles that may limit possible solutions. Students will investigate real world medical challenges, analyze the criteria and constraints associated with potential solutions, and apply relevant scientific concepts to their designs. Using Tinkercad software and 3D printers, they will develop and refine 3D prototype solutions that demonstrate both scientific understanding and innovative problem solving.
What will the students be doing while engaging in your project?	During this project, students will actively engage as designers and problem solvers by investigating real world medical challenges such as prosthetic limbs, organ transplants, or rehabilitation devices. They will analyze the criteria, constraints, and scientific principles that influence potential solutions, then brainstorm and sketch possible designs. Using Tinkercad, students will create and refine digital 3D models of their solutions. Once designs are finalized, students will print prototypes using 3D printers and present their models, explaining how their solutions address the identified medical problem. Through this process, students will deepen their understanding of human anatomy and health while developing critical STEM skills in research, design, and innovation.

What will you, the educator, be doing while instructing your students on this project?	My role in this project will be to co-teach with the 7th grade science teachers to support instruction and student learning. I will help guide students through the design thinking process as they explore real world medical challenges and connect their work to the science standard: "Examine a problem from the medical field (e.g., prosthetic limbs, organ transplants) and design a solution taking into consideration the criteria, constraints, and relevant scientific principles that may limit possible solutions." I will assist students in identifying real world medical challenging and brainstorming solutions. I will also facilitate collaboration, provide feedback during the design process, and ensure that students are safely and effectively using the tools available. My role is to work alongside the teachers to create a learning environment where students can connect science concepts to real world problems while building problem solving and innovation skills.
How does the project incorporate design thinking?	This project uses design thinking to solve real world medical problems. Students start by empathizing, learning about medical challenges and understanding the needs of patients and healthcare providers. Next, they define the problem by considering criteria, constraints, and scientific principles that affect possible solutions. Then, they ideate by brainstorming multiple ideas. Students prototype their solutions using Tinkercad to create 3D models that can be tested and seen in action. Finally, they test and refine their prototypes, improving their designs based on how well they meet the criteria and constraints. Through this process, students learn how creativity, critical thinking, and scientific knowledge work together to solve complex problems while focusing on user needs and research driven solutions.
What 21st century skills will students learn when completing this project?	They will use critical thinking and problem solving to understand medical challenges and create solutions. They will showcase creativity and innovation by designing and testing 3D prototypes in Tinkercad. Students will also improve collaboration and communication by sharing ideas and giving feedback. They will strengthen digital and scientific skills while connecting science to real world problems. These skills help students think, work, and create like scientists and innovators.

How does the project enhance college and career readiness?	This project helps students get ready for college and future jobs. By solving real medical problems, they practice thinking carefully and solving problems, which is useful in any career. This project also builds tech and digital skills used in science, engineering, and technology jobs. Students will be working with classmates to share ideas and provide student to student feedback. Students also learn to look at results, make changes, and keep improving, which helps them become more flexible and confident. By combining creativity, science, and problem solving, students get experience like real scientists and engineers, preparing them for future learning and careers.
Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved.	In this project, students will work with Marcus Harrell, a former ER nurse who now runs a personal training business (Equilibrium Performance) and is a nutrition coach. He will share real experiences from the medical field and help students understand how science is used to solve health problems, like designing prosthetics or helping patients recover. Mr. Harrell's knowledge of medicine, exercise, and nutrition will guide students as they design 3D prototypes. Through his mentorship, students will see how science in the classroom connects to real world healthcare and how creative problem solving can improve people's lives. This partnership will occur through a guest speaking session and will be available through consultation during this project.
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 taught how to use 3D printers safely, and clear expectations will be set for proper behavior around the equipment. Students will only be allowed to operate the 3D printers under adult supervision to ensure safety at all times.
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 supports the concept of STEM for All by giving all students, including those who are traditionally underrepresented in STEM, the chance to explore science, technology, engineering, and math in a hands on, meaningful way. By working on real world medical challenges and using tools like Tinkercad to design 3D prototypes and use 3D printers, students gain access to experiences they might not otherwise have. The project emphasizes inclusion and equity by encouraging every student to participate, share ideas, and contribute to problem solving. It also builds confidence in STEM skills through creativity, collaboration, and guided support from the teacher. By providing these opportunities, the project helps ensure that all students can see themselves as capable scientists, engineers, and innovators.
What traditional underserved students, if any, does this project support?	50
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 addresses the 7th grade science standard: "Examine a problem from the medical field (e.g., prosthetic limbs, organ transplant) and design a solution taking into consideration the criteria, constraints, and relevant scientific principles of the problem that may limit possible solutions." Students will explore real world medical challenges, such as broken bones, wounds, and adaptive equipment. Student will think about the rules, limits, and scientific ideas that affect possible solutions. They will use Tinkercad to design and build 3D prototypes, giving them hands on experience with engineering and technology. This project helps students connect life science and engineering by applying scientific concepts to solve real problems. By testing and improving their designs, students learn problem solving, creativity, and critical thinking skills, while seeing how STEM subjects work together in the real world.
What formative and summative assessments will be used to measure learning outcomes? Please be specific.	We will use both formative and summative assessments to measure student learning. Formative checks include observing participation in discussions and group work, reviewing journals or reflection sheets, and giving feedback on prototypes during development. Summative assessments include the final 3D prototype, a presentation explaining how it solves the medical problem, and a short report or poster on the design process. A rubric will assess creativity, application of science, meeting criteria and constraints, design quality, communication, and presentation skills. These assessments show both what students know and how well they apply design thinking to real world problems.

Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds.	For this project, I am looking to purchase 6 Bambu Lab P1S Combo 3D Printers and filament. The 3D printers and filament will be purchased through Knox County Schools Technology Request System.
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
Budget File Upload	Holston_Middle_School_1270Holston_Middle_School_Sh.xlsx
By clicking below, I acknowledge that I am the educator who wrote this proposal and I will be the one performing the work.	I agree
Should I be awarded, I agree to fully expend the funds as outlined in the submitted proposal by June 1, 2026.	I agree
Should I be awarded, I agree to submit the required online report on or before June 30, 2026. 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, 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 awards 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.	I agree

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Holston Middle School
Contact Person's Name: DeAnna Sharp
Email address: deanna.sharp@knoxschools.org
Phone Number: 865-594-1300

The amount of grant funding i
If these number are RED,
PLEASE MAKE SURE TH

AMOUNT OF GRANT FUNDING REQUESTED: **$ 5,000**
Must be in the amount of $1,000, $1,500, $2,500, $3,500, or $5,000

Item	Description	Quantity	Unit Cost	Total Cost
Bambu Lab P1s Combo 3D Printer	Bambu Lab P1S Combo 3D Printer, 16-Color Printing with AMS, 20000 mm/s Acceleration, Built-in Camera for remote monitoring/timelapse	6	$ 750.00	$ 4,500.00
Bambu Lab PLA Basic	Filament with Spool, 10906, Diameter: 1.75mm +/- 0.03mm, AMS/AMS Lite Compatible	20	$ 25.00	$ 500.00
			$ -	$ -
			$ -	$ -
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			$ -	$ -
			$ -	$ -
			TOTAL:	**$ 5,000.00**

This number must be GREEN

Tips:
How to convert Google Sheets to an Excel file format

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

approved and the final budget amount MUST MATCH.

they do not match and the budget cannot be accepted.

IESE FIELDS MATCH AND ARE GREEN

From: VERONICA CORDELL
To: HEATHER HENDERLIGHT
Cc: JAMES ALLEN; LINDSAY BELL
Subject: Fw: TVA/Battelle STEM Grant Awarded for $5,000
Date: Sunday, November 16, 2025 5:56:30 PM

Hi, Ms. Henderlight.
I just wanted to keep you in the loop. Our school has just been selected for a $5,000 STEM grant for an engineering & robotics project for $5,000 via TVA from Battelle. The award notification email is below. Please let me know if you need anything else from us. Thanks so much for your support.
Best,

Veronica Cordell
L&N STEM Academy
Honors Earth & Space Science, STEM 2, Robotics & Automated Systems
Gryphon Command 3966 FIRST Robotics Coach

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Friday, November 14, 2025 12:33 PM
To: VERONICA CORDELL <veronica.cordell@knoxschools.org>
Subject: UPDATE: Your STEM Classroom Award Application

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

Dear Veronica Cordell,
Thank you for submitting your proposal for the Battelle Education STEM Classroom Awards, sponsored by TVA and BVI. This year, we received a remarkable number of applications—over 500, requesting over $2.2 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 proposal for L&N STEM Academy in the amount of $5000 for the project "Career Catalyst: Building Skills in Robotics, Fabrication & Design" **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 Award 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 at your district office (or private/charter school) by January 15, 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:**
    - Please refrain from making any social media or other announcements until November 24, 2025. TVA will make a formal announcement with a press release on this date, which will be available at https://www.tva.com/stem/stem-awards.
    - 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 funds must be utilized, and your project completed by June 1, 2026.
- **Final Report Submission:** A simple final report is due by June 30, 2026. 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 award change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the award 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 award change request form.
- **Award Transferability:** Award 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 L&N STEM Academy.

Warm regards,

The TSIN Team

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

Have you signed up for the Computer Science Momentum Expedition yet? **Wednesday, December 10, 2025, at GEODIS Park in Nashville.** This unique, one-day experience offers educators the rare opportunity to bridge classroom learning with real-world computer science applications, all while engaging with Tennessee's most innovative industries. Don't miss your chance to be part of this extraordinary event!

TVA/TSIN STEM Classroom Grant Application - September 2025

Veronica Cordell, L&N STEM Academy

1. Name, title, address, email and phone number
    a. **Veronica Cordell, Science & CTE Teacher, L&N STEM Academy, 800 World's Fair Park Drive, Knoxville, TN 37902**
    b. **veronica.cordell@knoxschools.org**
    c. **865-789-1755**
2. School name and address **800 World's Fair Park Drive 37902**
3. n/a
4. School district name, mailing address, and financial contact information - **Knox County Schools, 400 W. Summit Hill Drive Knoxville TN 37902, Heather Henderlight (grant funding manager) heather.henderlight@knoxschools.org**
5. Has this school received TVA funding in the past? **yes**
6. School demographics short narrative **The L&N STEM Academy is a public regional magnet school in the Knox County School System offering career pathways in Computational Science & Cybersecurity; Physics, Mechanics & Engineering; Advanced Inquiry & Research; and Design Thinking. Our students come from Knox County and the surrounding counties, and our student population is a fairly equal mix of rural, suburban, and urban students.**
7. Total number of students and grades **9-12, 650 students**
8. Rural, suburban, urban, or other - **Urban - we are a regional magnet school that draws students from rural, suburban, and urban areas - school is located in an urban location**
9. Percent free and reduced lunch **23%**
10. Is this a title one school? **No**
11. Name of project: **Career Catalyst: Building Skills in Robotics, Fabrication & Design**
12. Which focus area? **D. Economic and career development**
13. How does the project align with this focus?

TN has a shortage of engineers, including mechanical, electrical, and structural engineers, as well as a shortage of industrial mechanics, millwrights, maintenance workers, structural metal fabricators, and machinists. This project aims to provide training in skills relevant to these careers to high school students

and increase their knowledge of post-secondary learning opportunities in these areas as well as increase their employability.

Our hope is that we not only encourage students already interested in post-secondary engineering, but that we are able to cast a wide net into a pool of students who may not yet realize that engineering and design may be in their future as well. This project can serve as an entry point for students who may not yet see that engineering is a viable future career that also supports their interest in research and design.

14. Grades in project **9-12**
15. How many students in project? **230**
16. Amount requested **$5,000**
17. Provide a 2,000 characters max narrative describing an overview of your project and how it will be implemented in the classroom. Purpose of the project, activities involved. Clear, big-picture summary.

Career Catalyst seeks to provide high school students with hands-on experience in prototyping methods, technical skills, and soft skills through a comprehensive spiraled curriculum for all engineering courses, culminating in Robotics & Automated Systems and Engineering Practicum. Building on Principles of Engineering, the beginning course in the Engineering Pathway that focuses on the Design Process, followed by Engineering Design 1&2, which focus on the development of CAD skills, students will then apply this foundational knowledge to operation of the CNC router, laser cutter, and maker space power tools to build chassis, complex effector prototypes, and functional robots with multiple systems. The curriculum will emphasize exploration of cutting-edge systems such as swerve drive, smart brushless motors, gearboxes, and vision and other sensors. Materials will include Carbon Fiber Reinforced Polymers (CFRPs), aluminum sheeting, polycarbonate, and engineered woods. By combining technical skill development with career readiness training, the program will foster entrance into post-secondary study and careers in engineering and manufacturing. Students will learn not only to design and build but also to problem-solve, prototype, and iterate using industry-relevant tools.

Major goals of the project include:

- **Expand students' knowledge of technical school, university, and career options by exposing them to STEM opportunities in mechanical engineering, fabrication, and**

robotics technology through a variety of guest speakers and field trips to engineering labs hosted by our partners at the UTK Tickle College of Engineering.

- Provide hands-on technical experience by training students in modern prototyping techniques, introducing them to advanced robotics drive systems and next-generation motors, control systems, sensors, 3D printing with polymers and carbon fiber, and proper use of all the equipment in our school's Idea Factory maker space.
- Encourage experimentation with emerging materials like CFRPs for lightweight, high-strength robotic applications.
- Promote iterative design using accessible materials like wood, aluminum, and polycarbonate to bridge from concept to production.
- Foster collaboration, problem-solving, and communication skills in design, engineering, and fabrication.
- Provide real-world project challenges that mirror industry and research practices.

18. What will the students be doing while engaging in the project?

Students will engage in:

- Material Exploration Labs: Structured experiments with CFRP and other materials to analyze strength-to-weight ratios, durability, and machining considerations.
- CAD Skill Challenges: Creating designs in OnShape, SolidWorks, and Fusion360.
- Drive System Innovations: Assembly and testing of swerve drive systems powered by Kraken motors, focusing on precision control and maneuverability.
- Vision and Autonomy Modules: Integration of vision sensors into robotic platforms for autonomous navigation and object detection.
- Effector Design Workshops: Development of grippers, manipulators, and end-effectors using polycarbonate, aluminum, and wood prototyping methods.
- Fabrication Skills Training: Students will use FoxAlien CNC routers and Epilog laser cutters to produce custom components for robotic assemblies.
- Documentation and Communication: Students will keep detailed project logs and create dynamic presentations.
- Research: Students will investigate post-secondary programs that align with their engineering or manufacturing interests, including new programs like UTK's Applied Mechanical Engineering major.

19. What will you, the educator, be doing while instructing your students on this project?

The educator will:

The teacher will provide direct instruction and project coaching on safety, design, and fabrication by:

- **Explaining the Design Process: Guiding students through the steps of the Engineering Design Process using clear visuals and examples.**
- **Activating Prior Knowledge: Assessing students' understanding of engineering and problem-solving, and connecting it to their existing knowledge and experiences.**
- **Creating a Supportive Learning Environment: Fostering collaboration by encouraging peer collaboration and discussion to promote cooperation and diverse perspectives, and facilitating student-led exploration.**
- **Providing Real-World Connections: Show students the relevance of their work by linking projects to real-world applications, historical examples, or their own hobbies and interests.**
- **Modeling and Scaffolding Instruction: Modeling specific skills, safety, and strategies, and providing guided instruction with steps, processes, and procedures to help students build confidence.**
- **Asking Guiding Questions: Instead of providing answers, asking students questions to encourage them to think critically and find their own solutions to problems.**
- **Coaching Students Through the Iterative Process: Giving students time and space for trial and error, and encouraging them to improve their designs based on feedback and results.**
- **Encouraging Reflection: Facilitating discussions about what went well and what could be improved, assigning detailed project logs, helping them learn from their successes and challenges, and presenting publicly to gain insight into areas for possible modification.**

20. How does the project incorporate design thinking (1,000 characters max)

Career Catalyst engineering projects will teach students to empathize and design solutions for specific users to help students connect with the people they

are designing for through interviews and observations to understand their experiences and frustrations. Projects will engage students in ideation by encouraging a wide range of creative and sometimes unconventional solutions to engineering problems before transforming a concept into a concrete, executable plan with specific materials, budgets, and timelines. Planning will also include detailed CADs to help them identify potential issues early on. Hands-on prototyping of devices and effectors will help make abstract ideas tangible and provide a path to discovering a design's flaws and strengths, while the cyclical process of testing and iteration will help students learn from failure and continuously improve their designs.

21. What 21st century skills will students learn when completing this project (1,000 characters)?

Immersing high school students in project-based learning that emphasizes critical thinking, creative problem-solving, collaboration, and effective communication through the design process via hands-on, real-world challenges will build technical competency, resilience, intrinsic motivation, and confidence as students apply knowledge, learn from failure, and present their solutions to complex problems. Specifically, students will learn to articulate their ideas, explain their design processes to others, and present their iterations, fostering ownership of their designs, and students learn to troubleshoot, refine their work, and persist through setbacks, developing a strong capacity for resilience. Further, the Career Catalyst projects will provide opportunities to learn practical technical skills such as fabrication with CNC, laser cutters, and 3D printers, in addition to circuit design, mechanical assembly, and data analysis, which are all vital for STEM careers.

22. How does the product enhance college and career readiness? Knowledge, skills, dispositions (1,000 characters)

The Career Catalyst project will foster critical thinking, problem-solving, and communication skills through hands-on, real-world challenges. Activities will provide exposure to the engineering field, help students explore potential career

paths, and increase students' motivation and preparation for STEM careers and postsecondary education. Most classroom and maker space activities will involve collaboration, requiring students to work in harmony with their peers, communicate their ideas effectively, and learn to navigate group dynamics--all skills vital for professional success. These projects can lead to industry certificates, helping them stand out among other applicants. The coursework will foster a community where students learn from peers and mentors, helping them envision their future working on a team, and guest speakers from area postsecondary institutions as well as field trips to engineering labs help students form a clear path for their academic and professional futures.

23. Does the project involve a community partner? Please describe how the partner will be involved.

The L&N STEM Academy has an ongoing formal partnership with the University of Tennessee. Mentors from the Tickle College of Engineering will speak with students, invite them to visit their labs, and provide information about postsecondary opportunities.

24. Are there safety concerns, and how will they be addressed (1,000 characters max)

Projects using maker space equipment have obvious safety issues to address. Our students are trained on all equipment and have to make 100% on a safety test. Active teacher supervision with constant safety reminders are essential for minimizing risks. In addition, students are provided a thorough, specific safety orientation prior to the start of each project that requires the use of power tools. Personal protective equipment like safety glasses and gloves are standard in our engineering spaces, as well as the requirement of well-fitting long pants and closed-toed shoes. Students are never allowed to use equipment such as the band saw without first asking the teacher and having the teacher's "eyes on" for the task. Clear rules are posted, a first aid kit is on hand, and our school nurse is a phone call away. Students and their parents sign safety agreements, and the number of students in the maker space at one time is limited.

25. How does the project support the concept of STEM for All? (1,000 characters max) -

Career Catalyst projects keep topics relevant, accessible, and engaging through hands-on, problem-solving activities that connect to real-world issues. This fosters diverse participation by allowing students to use their everyday experiences, and by embracing diverse perspectives and applying the engineering design process to familiar contexts, these engineering projects broaden definitions of engineering and inspire students from various backgrounds to see their potential impact and love of learning, beginning with collaborative sense-making exercises. These real-world projects increase access to quality engineering exposure and ensure that diverse learners have the tools and support to contribute to the innovation of their communities.

26. What transitional underserved students, if any, does this project support?(255 characters)

Our school has many students from rural and urban areas who will build foundational skills and a growth mindset through these collaborative engineering experiences, and fifty percent of our engineering pathway students are young women.

27. Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Be specific (1,000 characters max)

Some specific STEM learning objectives addressed in the Career Catalyst project include:

- **Apply all steps of the engineering design process to successfully generate a prototype, collect the relevant data, perform the necessary tests, interpret the results, make modifications to models or prototypes, and communicate results over the course of the project's duration.**

- **Use mechanical tools, such as motors, gears, and gear trains in the construction of a robotic or automated system. Identify where forces are acting upon various points on the system.**
- **Working in a team, design and create a robotic solution to a given problem. Incorporate the engineering design process, as well as science and engineering practices, to develop a solution that meets specific criteria. Maintain an engineering notebook to document the details of the project. Develop a presentation describing the solution and the development process for the team solution.**

28. What formative and summative assessments will be used to measure learning outcomes? Be specific. (1,000 characters max)

Formative assessments will focus on providing feedback and guiding student learning throughout the project. Checklists and rubrics will be used to evaluate specific project objectives at appropriate checkpoints. Daily project logs will help detail progress and complications. Structured surveys where students evaluate their own learning process and contributions, and where peers assess each other's work and collaboration will be used at appropriate times in the projects. Class discussions about project work will provide timely feedback about issues that need special attention.

Summative assessments will evaluate a student's comprehensive understanding and mastery of the project's material and skills via final written reports and class presentations with demonstrations. These will include descriptions of the design process and data visualizations of prototype testing outcomes as well as suggestions for further research or iterations.

29. Budget Narrative: describe the items and quantities (1,000 max)

Ninety percent of the items in the budget are reusable components for classroom robot prototypes. These items include batteries to power the robots, power distribution hubs that route power from the battery to multiple functions, motors and motor controllers, a roboRIO robot brain for programming the robot, a 2-stage elevator kit which allows for raising and lowering robot effectors, multidirectional swerve modules for hardy wheels with maximum drivability, various gearboxes, aluminum hex shaft, and compliant and stealth wheels for intake and output. Ten percent of the budget is for a starter set of consumables, including sheets of aluminum, carbon fiber, wood, and polycarbonate.

30. Budget Template

Item	Description	Quantity	Unit Cost	Total Cost
Power Distribution Hub	Routes power from battery to multiple functions for classroom robots	2	$ 250.00	$ 500.00
12V Batteries, pack of 2	Provides power for classroom robots	1	$ 100.00	$ 100.00
NEO Vortex Motors	Powers effectors for classroom robots	4	$ 85.00	$ 340.00
SPARK Flex Motor Controllers	Provides control for powering effectors	4	$ 100.00	$ 400.00
NI roboRIO 2.0	Robot brain	1	$ 485.00	$ 485.00
2-Stage Elevator Kit	For raising and lowering effectors	1	$ 620.00	$ 620.00
3in MAXswerve Modules	Smart wheels - programmable, multidirectional	5	$ 250.00	$ 1,250.00
MAXplanetary 3:1 Gearboxes	Gears for effectors	4	$ 29.00	$ 116.00
MAXplanetary 4:1 Gearboxes	Gears for effectors	4	$ 29.00	$ 116.00
MAXplanetary 5:1 Gearboxes	Gears for effectors	4	$ 29.00	$ 116.00
12"x36" aluminum hex shaft	Basic robot building material for effectors	5	$ 15.90	$ 79.50
4" 40A compliant & stealth wheels	Intake and output	20	$ 10.60	$ 212.00
3" 40A compliant & stealth wheels	Intake and output	20	$ 8.00	$ 160.00
Misc. prototyping raw materials	Aluminum, wood, carbon fiber, and polycarbonate sheets	1	$ 505.50	$ 505.50
			$ -	$ -
			TOTAL:	$ 5,000.00

This number must be GREEN

From: JOHN MALONE
To: HEATHER HENDERLIGHT
Subject: Fw: UPDATE: Your STEM Classroom Award Application
Date: Monday, November 17, 2025 1:51:53 PM
Attachments: S.T.E.M. Grant Budget.xlsx

I can not find the copy I saved of the application and have contacted TSIN to see if they can provide one. I will attach the budget. Thanks for your help!

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Friday, November 14, 2025 12:34 PM
To: JOHN MALONE <john.malone@knoxschools.org>
Subject: UPDATE: Your STEM Classroom Award Application

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

Dear John Malone,

Thank you for submitting your proposal for the Battelle Education STEM Classroom Awards, sponsored by TVA and BVI. This year, we received a remarkable number of applications—over 500, requesting over $2.2 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 proposal for Ritta Elementary in the amount of $5000 for the project "Bridge to Tomorrow" **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 Award 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 at your district office (or private/charter school) by January 15, 2025, considering holiday delays. Coordinate with your district office to access the funds.
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   - 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 funds must be utilized, and your project completed by June 1, 2026.
- **Final Report Submission:** A simple final report is due by June 30, 2026. 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 award change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the award 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 award change request form.
- **Award Transferability:** Award 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 Ritta Elementary.

Warm regards,

The TSIN Team

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

Have you signed up for the Computer Science Momentum Expedition yet? **Wednesday, December 10, 2025, at GEODIS Park in Nashville.** This unique, one-day experience offers educators the rare opportunity to bridge classroom learning with real-world computer science applications, all while engaging with Tennessee's most innovative industries. Don't miss your chance to be part of this extraordinary event!

TVA STEM Award Application 2025

I verify my organization qualifies based on the above location criteria.	true
Please select your organization type	Public School
School State	Tennessee
Please select the Local Power Association from which the school receives their power (or select TVA Watershed area)	Knoxville Utilities Board (KUB)
Applicant Name	John, Malone
Applicant Email	john.malone@knoxschools.org
Applicant Phone	(865) 387-6322
Your Professional Title	STEM Teacher_
School Name	Ritta Elementary
School street address	6228 Washington Pike
School City	Knoxville
School State	TN
School Zip Code	37918
School County	TN
Is this a Charter school?	No
Does this school have its own unique EIN (employee identification number) separate from that of the school district?	I don't know
School District Name	Knox County Schools
District Office Mailing Address	400 Summit Hill Dr. SW, Knoxville, TN, 37902

Contact name of grant manager or financial officer responsible for your school at the district office	Heather, Hinderlight
Email address of grant manager or financial officer responsible for your school at the district office	heather.hinderlight@knoxschools.org
Phone number of grant manager or financial officer responsible for your school at the district office	(865) 594-8080
Please select your geographic area from the map above (or indicate if you are in a TVA Watershed area)	Northeast
Has this SCHOOL received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?*	No
Have YOU received a TVA STEM Grant through the TSIN or STEMx or TVA Robotics funding in the past?*	No
School Demographic - Please provide a short narrative about the student demographics of your school.	Gender Female 50% Male 50% Student Diversity White 63.3% African American 14.5% Hispanic 13.6% Multiracial 7.6% Asian 1.1%
Total Number of Students in the School	485
What grades are served in the school? (Select all that apply)	Elementary
Is the school (select one)	Rural

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!)	Bridge to Tomorrow
Which TVA area of focus does your project support? (You may select more than one)	Community Problem Solving, Economic and Career Development
Which grades will be involved in the project? (Select all that apply)	4, 5
How many students will the project serve?	200
Amount of funding 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.	We have built bridges in the past with craft sticks and other materials, but we would like to build a better bridge. A bridge to tomorrow! I want to move beyond code.org and help the students plan, design and 3-D print a bridge to see a more tangible output for their engineering planing. I plan to guide them throughteam activities to come up woth the strongest bridges we cam print. I'll have them plan, design, print, and test their designs with the 3-D printers. I'd also like to create a makerstation with bins, legos, and other building materials to practice the EDP before we actually get to the printing process. I plan to use the makerstation materials as a trial and error portion of the build.
What will the students be doing while engaging in your project?	They will be using every step of the engineering and design process. After the print, we will test the designs for effectiveness. We will also talk about what improvements should be made during our reflection time.
What will you, the educator, be doing while instructing your students on this project?	I will be gradual releasing the students. Very teacher led at first leading to them being more independent throughout the lesson. I will need to be hands on for a while, beause I have no expeerience with 3-D printers so far and will be learning as well.
How does the project incorporate design thinking?	It will use all phases of the process and will be at least one class periond on each step of the process.

What 21st century skills will students learn when completing this project?	Coding, teamwork, orgnizing, communication with each other in a scientific manor, testing designs, and working together to plan improvements.
How does the project enhance college and career readiness?	I know that working in groups can be challenging, but is also a huge part of college courses and most careers. Peer review is also important and the students need to lean to be able to give and receive feedback.
Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved.	Hopefully TVA will be the partner and provide guidance and feedback to me, as well as my project plans.
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.	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?	We have a diverse school and most of the students have little to no exposure with the type of materials I have planned for us to use in this project. It will give them hands on experience actually manufacturing something they designed and motivate them to continue that type of learning.
What traditional underserved students, if any, does this project support?	low income
Which content areas and learning standards does your project address? How will this project deepen your students' understanding of STEM? Please be specific.	STEM, EDP, working as a team, giving feedback, accountable talk, improving designs, being organized.
What formative and summative assessments will be used to measure learning outcomes? Please be specific.	We will practice with more simple materials beforehand to get a better idea of the projects direction. I will also be supporting along the steps of the EPD and we will teat the designs at the end of the project.
Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds.	I am requesting 2 3-D printers, several spools of filament, other parts for the printer, and the materials for a makerstation for practice building and implementing the EDP.

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
Budget File Upload	Ritta_Elementary_1378Ritta_Elementary_Malone_John_.xlsx
By clicking below, I acknowledge that I am the educator who wrote this proposal and I will be the one performing the work.	I agree
Should I be awarded, I agree to fully expend the funds as outlined in the submitted proposal by June 1, 2026.	I agree
Should I be awarded, I agree to submit the required online report on or before June 30, 2026. 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, 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 awards 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.	I agree

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: Ritta Elementary STEM program KCS
Contact Person's Name: John Malone
Email address: john.malone@knoxschools.org
Phone Number: 8656891496
Title of proposed project: STEM class 3D printer nad Maker Station Resources

Item	Description	Quantity	Unit Cost	Total Cost
Bambu X-1 Carbon 3D printer comb		2	$ 1,449.00	$ 2,898.00
Bambu PEI Smooth plate combo		1	$ 39.99	$ 39.99
Bambu anti-vibration feet		1	$ 9.99	$ 9.99
Various spools of filament		30	$ 24.99	$ 749.70
Maker Station (LEGOs and additiona		1	$ 1,302.32	$ 1,302.32
			$ -	$ -
			$ -	$ -
(please insert lines as needed)			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			TOTAL:	$ 5,000.00

From: MARC ROSS
To: HEATHER HENDERLIGHT
Subject: Fw: UPDATE: Your STEM Classroom Award Application
Date: Thursday, November 20, 2025 5:35:23 PM
Attachments: TVA+Award+Budget+Template+2025.pdf

From: Brown, Gretchen (US) <BROWNG@battelle.org>
Sent: Friday, November 14, 2025 12:35 PM
To: MARC ROSS <marc.ross@knoxschools.org>
Subject: UPDATE: Your STEM Classroom Award Application

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

Dear Marc Ross,

Thank you for submitting your proposal for the Battelle Education STEM Classroom Awards, sponsored by TVA and BVI. This year, we received a remarkable number of applications—over 500, requesting over $2.2 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 proposal for Whittle Springs Middle Scholl in the amount of $3500 for the project "Rise of the Machines! Whittle Springs 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 Award 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 at your district office (or private/charter school) by January 15, 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:**
    - Please refrain from making any social media or other announcements until November 24, 2025. TVA will make a formal announcement with a press release on this date,

which will be available at https://www.tva.com/stem/stem-awards.

- 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 funds must be utilized, and your project completed by June 1, 2026.
- **Final Report Submission:** A simple final report is due by June 30, 2026. 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 award change request form.
- **Unspent Funds:** If you have surplus funds due to budget changes, inform us via the award 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 award change request form.
- **Award Transferability:** Award 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 Whittle Springs Middle Scholl.

Warm regards,

The TSIN Team

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

Have you signed up for the Computer Science Momentum Expedition yet? **Wednesday, December 10, 2025, at GEODIS Park in Nashville.** This unique, one-day experience offers educators the rare opportunity to bridge classroom learning with real-world computer science applications, all while engaging with Tennessee's most innovative industries. Don't miss your chance to be part of this extraordinary event!

TVA STEM Award Application 2025

I verify my organization qualifies based on the above location criteria.	true
Please select your organization type	Public School
School State	Tennessee
Please select the Local Power Association from which the school receives their power (or select TVA Watershed area)	Knoxville Utilities Board (KUB)
Applicant Name	Marc, Ross
Applicant Email	marc.ross@knoxschools.org
Applicant Phone	(865) 405-8335
Your Professional Title	Teacher_
School Name	Whittle Springs Middle Scholl
School street address	2700 White Oak Lane
School City	Knoxville
School State	TN
School Zip Code	37917
School County	Tennessee
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 Summit Hill Dr, 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) 594-1800
Please select your geographic area from the map above (or indicate if you are in a TVA Watershed area)	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.	Whittle Springs is a Title I school in north Knoxville serving 467 students in grades 6–8. Our student body is 41% Hispanic, 31% White, 20% Black, and 8% multiracial, with a diversity score of 0.70.
Total Number of Students in the School	467
What grades are served in the school? (Select all that apply)	Middle
Is the school (select one)	Urban
Percent free and reduced lunch in the school	98
Is this a title one school?	Yes
Name of program, project, or class the funds will support. (We encourage you to be creative!)	Rise of the Machines! Whittle Springs Robotics.
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)	6, 7, 8
How many students will the project serve?	467
Amount of funding requested	$3,500
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 plan to implement a new robotics curriculum through the Kira Learning platform, which aligns well with our existing technology instruction. This program will interface directly with the Finch Robots, giving students a hands-on way to apply coding concepts in real time. Students will learn to write block-based and text-based code, test their programs, and see immediate results through the Finch's movement and sensor responses. Robotics will be woven into my classroom as part of our STEM curriculum, providing structured lessons that gradually increase in complexity. This approach ensures that all students, regardless of background or prior experience, have access to high-quality robotics instruction that builds problem-solving, teamwork, and critical thinking skills. The program will culminate in collaborative projects where students design and program solutions to challenges, connecting classroom learning to real-world applications.
What will the students be doing while engaging in your project?	Students will become active creators as they design, code, and test robotics projects using the Kira Learning platform with Finch Robots. They will program robots to navigate complex obstacle courses, follow color-coded paths, and respond dynamically to sensors through movement, sound, and lights. As they advance from block-based to text-based programming, students will take on engineering-style challenges that demand creativity, perseverance, and critical thinking. Working collaboratively, they will troubleshoot real-time problems, refine their designs, and present finished solutions in showcase projects and competitions. This immersive process not only builds technical skill but also fosters teamwork, communication, and confidence—essential tools for success in STEM pathways.

What will you, the educator, be doing while instructing your students on this project?	As the educator, I will facilitate student learning by creating a classroom environment where exploration and discovery are central. I will introduce core concepts through direct modeling, then guide students as they apply those ideas in hands-on challenges. My role will be to prompt deeper thinking with guiding questions, encourage collaboration across diverse groups, and support students as they troubleshoot and refine their work. Rather than providing solutions, I will foster independence by helping students develop strategies to solve problems on their own and within their teams. I will monitor progress, provide targeted feedback, and adjust instruction to meet varying levels of readiness, ensuring equitable access to learning for all students. Throughout the project, I will highlight real-world connections to STEM careers, build students' confidence by celebrating their successes, and structure opportunities for them to showcase their designs and solutions. In this way, my role goes beyond teaching content—it becomes about cultivating creativity, perseverance, and a growth mindset that students will carry with them long after the project ends.
How does the project incorporate design thinking?	This project incorporates design thinking by engaging students in a cycle of empathize, define, ideate, prototype, and test. Students begin by identifying problems or challenges that the robot must solve, which builds empathy and helps them understand the purpose of their designs. They then define the specific task, brainstorm multiple approaches, and select the most promising ideas to implement. Using coding and robotics, students prototype solutions and test them in real time, learning from both successes and failures. Iteration is central—students refine their programs based on outcomes, feedback, and collaboration with peers. This process encourages creativity, critical thinking, and resilience while helping students see that problem-solving is not about finding one "right" answer, but about exploring, improving, and innovating.

What 21st century skills will students learn when completing this project?	Through this project, students will develop a wide set of 21st-century skills that extend well beyond coding. They will practice critical thinking and problem-solving as they design, test, and refine their robotics solutions. Creativity and innovation will be central as they experiment with different approaches and bring abstract ideas to life through tangible outcomes. Students will strengthen collaboration and communication skills by working in diverse teams, sharing ideas, and presenting their results. They will also build digital literacy and technological fluency as they learn to interact with programming environments and robotics hardware. Alongside these skills, students will cultivate perseverance, adaptability, and resilience, essential traits for navigating challenges in both STEM fields and future careers.
How does the project enhance college and career readiness?	Students gain exposure to artificial intelligence by programming robots to sense, interpret, and respond to data from their environment. Working with sensors such as distance, light, and line detection introduces them to the same principles AI systems use, collecting inputs, processing information, and making decisions. As students advance from block-based to text-based programming, they apply conditional logic, loops, and algorithms that mirror the structures behind machine learning and intelligent automation. By engaging in this process, they not only build coding proficiency but also develop a foundational understanding of how AI operates in real-world applications, preparing them for future study and careers in fields where robotics and AI increasingly intersect.
Does the project involve a community partner? If yes, please briefly explain how the community partner will be involved.	Yes. Whittle Springs is a designated Community School, which means we have a site coordinator and support staff who connect our school with local organizations, nonprofits, and higher education institutions. This built-in structure allows us to extend the impact of the robotics program beyond the classroom by bringing in mentors, arranging field trips, and identifying community partners who can show students real-world STEM applications. Community Schools will help us sustain partnerships that provide enrichment opportunities, family engagement, and workforce connections—ensuring the project is not just a classroom initiative but part of a broader network of support for our students.

Are there any safety concerns with this project, and if yes, how will they be addressed?	There are minimal safety concerns with this project, as the robotics equipment and materials are specifically designed for classroom use with middle school students. The Finch Robots are durable, age-appropriate devices that do not require soldering, sharp tools, or hazardous materials. To ensure a safe environment, I will establish clear usage guidelines, model proper handling, and provide close supervision during all activities. Students will work in structured groups with defined roles to minimize misuse and ensure accountability. In addition, all devices will be regularly checked and maintained to prevent technical issues. These measures will create a safe and supportive learning environment where students can focus on exploration, creativity, and problem-solving without unnecessary risk.
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 directly supports the vision of STEM for All by ensuring traditionally underserved students have access to high-quality, hands-on robotics experiences. At Whittle Springs, nearly all students qualify for free or reduced lunch, and our student body is among the most diverse in the state, with a balanced mix of Hispanic, Black, White, and multiracial learners. Many of our students face barriers that limit their exposure to advanced STEM opportunities outside of school. By bringing robotics into the classroom, we remove those barriers and give every student, not just those with resources, the chance to explore coding, engineering, and artificial intelligence. The program is structured to be accessible to beginners while challenging advanced learners, ensuring that all students can engage meaningfully, build confidence, and see themselves as future contributors to STEM fields.
What traditional underserved students, if any, does this project support?	This project supports traditionally underserved students in multiple ways. At Whittle Springs, nearly 98% of students qualify for free or reduced lunch, reflecting significant economic disadvantage. In addition, our student body is highly diverse, with Hi

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 addresses computer science, mathematics, science, and engineering design. Students apply math concepts such as sequencing, measurement, and logic while coding, and they engage in science and engineering practices by designing, testing, and iterating on robotics challenges. The work aligns with the Tennessee Academic Standards for STEM and Computer Science in areas like algorithmic thinking, problem-solving, and hardware/software interaction. It also supports NGSS Science and Engineering Practices, including defining problems, modeling, and analyzing data. In addition, the project reflects the ISTE Standards for Students: learners act as Computational Thinkers (developing algorithms), Innovative Designers (prototyping solutions), and Creative Communicators/Global Collaborators (working in teams and documenting their process). Together, these frameworks deepen STEM understanding by showing how math and science connect to real-world design and digital fluency.
What formative and summative assessments will be used to measure learning outcomes? Please be specific.	Formative assessments will be built into daily lessons through Kira's interactive coding tasks, step-by-step challenges, and embedded reflection prompts. As students program their robots to complete tasks such as following lines or responding to sensors, the platform provides immediate feedback, while I use observation notes and class discussions to monitor progress and guide instruction. Summative assessments will include Kira's end-of-unit projects, where students apply multiple skills in performance-based tasks (e.g., navigating an obstacle course or integrating multiple sensors). These projects are evaluated through the platform's QuickGrader tool and teacher rubrics, allowing mastery to be measured across coding accuracy, problem-solving, and reflection responses. Together, these assessments ensure that both technical proficiency and higher-order thinking skills are captured and evaluated.
Budget Narrative: Please briefly explain the items and quantities (where applicable) that you plan to purchase with the funds.	The requested funds will be used to purchase a Finch Robot Classroom Set ($2,999), which includes 10 robots, a rolling storage and charging hub, mats, arenas, and cables. To expand student access, we will add 3 additional Finch Robots ($477), bringing the total to 13 robots. This allows pairs of students to work with their own robot in classes of 24–26, ensuring equitable hands-on participation. To sustain the program and minimize downtime, we will also purchase 2 replacement charging cables ($24).

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
Budget File Upload	Whittle_Springs_Middle_Scholl_1139Whittle_Springs_.xlsx
By clicking below, I acknowledge that I am the educator who wrote this proposal and I will be the one performing the work.	I agree
Should I be awarded, I agree to fully expend the funds as outlined in the submitted proposal by June 1, 2026.	I agree
Should I be awarded, I agree to submit the required online report on or before June 30, 2026. 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, 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 awards 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.	I agree

Budget Template

Please submit this document in **Excel** format.

School/Org Name: Whittle Springs Middle School
Contact Person's Name: Marc Ross
Email address: marc.ross@knoxschools.org
Phone Number: 865-405-8335

AMOUNT OF GRANT FUNDING REQUESTED: $ 3,500

Must be in the amount of $1,000, $1,500, $2,500, $3,500, or $5,000

The amount of gr
If these number are
PLEASE MAKE

Item	Description	Quantity	Unit Cost	Total Cost
Finch Robot Classroom Set	Includes 10 robots, rolling storage/charging hub, mats, arenas, cables (Core package supporting 20–25 students with structured robotics challenges)	1	$ 2,999.00	$ 2,999.00
Additional Robots	Expands robots, allowing 2 students per robot in the largest classes (24–26)	3	$ 159.00	$ 477.00
Replacement USB Charging Cables	Ensures reliable charging and reduces downtime	2	$ 12.00	$ 24.00
			$ -	$ -
			$ -	$ -

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-780

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/15/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of $500 in grant funds from Crosley Custom Cruiser Contest for Central High School.

Cost to Knox County Schools

0

Description and Type of Funding Source

Crosley Custom Cruiser Contest

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

From: CHERYL BURCHETT
To: HEATHER HENDERLIGHT
Subject: Fw: Congratulations You"re a Winner!
Date: Thursday, November 20, 2025 11:24:03 AM
Attachments: fw9.pdf

Central High School has been awarded 2nd place and a prize of $500 for the Crosely Records record player design contest.

I assume that I will work with my principal and my bookkeeper to complete the requested W9 for the Crosely company. I also know that I am not to spend any of the prize money until the award has worked its way through the proper channels at KCS.

I have the contest pre-approval form and the forwarded email below officially notifies KCS that Central High School art department has won $500. Is there anything else that I need to do on my end to begin the prize approval process?

Thanks for any information you can provide and for your help with this matter.

Have a great day!

Cheryl Burchett
Visual Art Teacher
Central High School

From: Crosley Custom Cruiser Contest <cruisercontest@crosleybrands.com>
Sent: Thursday, November 20, 2025 11:09 AM
To: CHERYL BURCHETT <cheryl.burchett@knoxschools.org>
Subject: Re: Congratulations You're a Winner!

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

Hi Ms. Burchett,
Thank you so much for being part of this year's Crosley Custom Cruiser Contest. Your students absolutely *showed out*—their design was creative, thoughtful, and truly stood out. Our judging round was one of the toughest things we have done at Crosley, and your school made that decision even harder in the best way.

We're thrilled to award your art department a $500 donation for your 2nd place finish. To get everything processed, please fill out the attached W9 and send it back when you can. We'd also love a list of the students who participated so we can create certificates to celebrate their work. We will be sharing the news publicly at Noon EST today so please don't share publicly until then.

We're genuinely grateful for the time, energy, and creativity your students put into this project. Thank you again for making this year's contest so special.

From: Crosley Custom Cruiser Contest <cruisercontest@crosleybrands.com>
Date: Wednesday, November 12, 2025 at 1:18 PM
To: cheryl.burchett@knoxschools.org <cheryl.burchett@knoxschools.org>
Subject: Congratulations You're a Winner!

Hi Cheryl!

Congratulations! Central High School is the winner of Region 3 of the Crosley Custom Cruiser Contest!
Here is the social media post about the winners of each region:
https://www.instagram.com/p/DQ9sTAbCTwg/?img_index=1
A panel at Crosley will judge the Top 5 schools to place them and we will announce the winner Nov. 20th. Either way you all are a winner of one of the first 5 places! We will be in contact next week.

Congrats again, enjoy celebrating!

Custom Cruiser Contest Submission: Central High School Knoxville TN

Custom Cruiser Contest Participants:

Teacher:

Cheryl Burchett

Design Statement: (257 Words)

Our Crosley Custom Cruiser design examines the idea that music is a universal concept, capable of connecting diverse people through time and space. We began our design where all music begins, with a musician practicing their craft. The musician, painted on the actual record, is alone at the moment, but their music (symbolized by a white line and colorful dots) flows out into the world growing larger and louder. The white line moves upward inside the case, transforming into a headphone chord which the musician uses to share their music. Our design continues to follow the white line as it flows around the sides of the case. The line transforms into sheet music, hearts, and sound waves spreading music, love, and joy world wide. Next we see the red and blue musicians "band together" to perform at a music festival. Their differences (red and blue) create a beautiful harmony (symbolized by the abundunce of purple). Music flows out from the stage, unifying everyone who hears it, bathing them in love and light. This feeling doesn't stop when the concert ends because music has the power to expand exponentially creating connections that are universal. So we imagined the music continuing to flow beyond our understanding into the unknown. We painted a galaxy where music brings together diverse alien creatures at a deep space dance party. An alien DJ spins records on Crosley turn tables. Even the original two musicians are dancing in space suits. Through music they have all discovered that we are better when we "band together."

CROSLEY CUSTOM CRUISER CONTEST

REGION 3

REGION 3 WINNER

CENTRAL HIGH SCHOOL (KNOXVILLE, TN)

Read Design Statement

Get 10% Off

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-781

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of $250.00 in total grant funds for South Doyle Middle School.

Cost to Knox County Schools

0

Description and Type of Funding Source

Tennessee Foundation for Agriculture in the Classroom

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

TENNESSEE FOUNDATION FOR AGRICULTURE IN THE CLASSROOM

P.O. Box 313, Highway 412 East • Columbia, TN 38402-0313 • 931-388-7872 • 931-840-8699 Fax • www.agclassroom.org/tn

November 4, 2025

South Doyle Middle School
Attn: Jennifer Sauer
3900 Decatur Rd
Knoxville, TN 37920

Dear Jennifer,

Thank you for your application for an Outdoor Classroom Garden Mini-Grant for **South Doyle Middle School**. The plans you have submitted seem very well organized. It is obvious that you have devoted much planning and preparation time to this project. We know that it will be a success. We are pleased to approve $250 for your project.

We are also pleased that you're working with your local agricultural advisor, volunteers and other cooperating groups as you further develop your outdoor classroom garden. They can help you by providing much experience and expertise in this area.

As always, we like to watch the progress of these gardens as they are being developed by your students during the school year. Please send pictures and a brief progress report on your outdoor classroom garden by the end of your school year.

Please remember also that we require your project to incorporate production agriculture, soil conservation best management practices and non-point water quality control.

The Agriculture in the Classroom Consultant in your area is another person to keep in mind for assistance. If you would like to contact your consultant in regard to Agriculture in the Classroom or this project, please do so at night. Your area consultant is Tanna Nicely and may be reached at (865) 804-6530.

A $250 check is enclosed, and the Knox County Farm Bureau office has been notified as well. Knox County Farm Bureau will reach out to check on your progress of your outdoor classroom project. If we can be of further assistance, let us know. We look forward to hearing from you in a few months about your progress with your outdoor classroom garden.

Sincerely,

Chris Fleming

Chris Fleming
Tennessee AITC Coordinator

Emailed: Tanna Nicely, AITC Consultant
John-Douglas Wiggins, Field Service Rep.
Michael Clifton, Agency Manager
John Jared, County President

TENNESSEE FOUNDATION FOR AGRICULTURE IN THE CLASSROOM

P.O. Box 313, Highway 412 East • Columbia, TN 38402-0313 • 931-388-7872 • 931-840-8699 Fax • www.agclassroom.org/tn

MEMORANDUM

COPY

TO: KNOX COUNTY FARM BUREAU
JOHN JARED, PRESIDENT
SUMMER DANOVICH, COUNTY SECRETARY

FROM: CHRIS FLEMING, Tennessee AITC Coordinator

DATE: November 4, 2025

SUBJECT: OUTDOOR CLASSROOM GARDEN MINI-GRANT
SOUTH DOYLE MIDDLE SCHOOL
JENNIFER SAUER

We are delighted to award a $250 mini-grant to **South Doyle Middle School** for the development of their outdoor classroom garden.

The $250 check from the Tennessee Foundation for Agriculture in the Classroom is being mailed to South Doyle Middle School in care of the coordinating teacher Jennifer Sauer.

If we can be of any assistance to your Agriculture in the Classroom program, please let us know.

CF/sc

Enclosure

Description	Amount
OPERATING 6598 OUTDOOR CLASSROOM GARDEN PROGRAM SOUTH DOYLE MIDDLE SCHOOL 11/03/2025	250.00
19223 11-3 OTDR 11/03/2025	

THIS CHECK CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES

TN Foundation for Agriculture in the Classroom
P.O. Box 313
Columbia, TN 38402-0313

FIRST FARMERS & MERCHANTS BANK

87-811
641

CHECK NO.	CHECK DATE	REFERENCE NO.
0000006598	11/05/2025	OPERATING

Security Features Details on Back

CHECK AMOUNT
$********250.00

The Sum of: Two Hundred Fifty Dollars and Zero Cents

Pay To The Order of:
SOUTH DOYLE MIDDLE SCHOOL
C/O JENNIFER SAUER
3900 DECATUR RD
KNOXVILLE TN 37920

Mary B. White
Authorized Signature

From: JENNIFER SAUER
To: HEATHER HENDERLIGHT
Subject: does this letter work?
Date: Wednesday, December 3, 2025 10:09:33 AM
Attachments: image003.png
LOVE CREEK - HABITAT HIGH GRADIENT - WITH RIFFLES.xlsm
biorecon field sheet BLANK.xlsx
LOVE CREEK - STREAM SURVEY.xlsm
DRAFT 2025_2026 Table 10A.1a-i SONDE.xlsx
DRAFT 2025_2026 Table 10A.2a-i BACTERIA.xlsx

Would this work as a recommendation letter?

From: Charissa Oglesby <coglesby@knoxvilletn.gov>
Sent: Wednesday, December 3, 2025 9:53 AM
To: JENNIFER SAUER <jennifer.sauer@knoxschools.org>
Subject: RE: SDMS Map for restoration

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

Good morning,

Please see attached draft information for the current monitoring year, Love Creek is our subject. These are examples of the habitat assessment, stream survey, chemical, and bacteria parameters we sample. Any information you have in line with this would be useful.

Were you able to watch the presentation video? I looked at your inaturalist images. Most of the aquatic critters I saw were larger size. You can see in the presentation I sent you via sharepoint that some aquatic insects are quite small. The images provided were recorded using a low level microscope. If we can't determine the species with our naked eye we view it under magnification. A lot of them are very small. In the spring when the bugs "come back out" we can do an example bug sampling with your class if you wish.

I spoke with horticulture. They are fine with your project, and will alter the grounds maintenance as needed to avoid impacting any newly planted native species. I still need to get approval from parks and recreation, but don't expect them to have an objection.

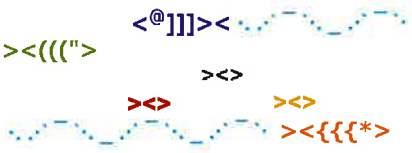
Stormwater Management is always on board with public education and outreach. We support your project, and will be happy to utilize resources at our disposal to contribute to the success of this endeavor. That includes the ability to make and/or provide educational signage (as you mentioned below).

Look forward to working with you as well. Please reach out with any additional information, inquiries, or needs.

Thank you,

Charissa Oglesby, P.E., QHP

Stormwater Engineer Manager II
Office: 865-215-4321
Website: www.KnoxvilleTN.gov
CITY OF KNOXVILLE



From: JENNIFER SAUER <jennifer.sauer@knoxschools.org>
Sent: Tuesday, December 2, 2025 4:25 PM
To: Charissa Oglesby <coglesby@knoxvilletn.gov>
Subject: SDMS Map for restoration

1. Map: here. I tried to highlight the area we will work on in the blue polygon shape with a picture that shows the bridge area where we would start. We would also want create signage that I think the city might need to approve highlighting the local indigenous plants we plant and their significance. I tried to use your map but had a hard time seeing where to do it.

2. Species recorded: https://www.inaturalist.org/projects/iscience-south-doyle-middle-school-tva-dlia?tab=observations (If you scroll down to 3 months you will see our findings for aquatics.)

We also do chemical testing if you have forms for that one as well.

If possible, could you email me a letter in support of the project and your role? It would help with KCS approval.

Thanks again for all your help and I look forward to working with you.
-Jen Sauer

Jennifer Sauer, Audrey Park, Erica Blagg are collectively asking for $500.00 for the Outdoor Classroom Mini-grant for South Doyle Middle School to help maintain and build upon the existing gardens as well as support the science enrichment agricultural and environmental education curriculum. The gardens support various science standards 6-8th grade. Below is the plan for the 2025-6 school year:

1. **Time table:** Students have harvested plants used in salsa in August-September. Students are now preparing two beds for garlic, onion, and greens. February-March: Cleaning garden beds, adding a new load of compost as we prepare for spring plants. Students will grow seeds indoors. Harvest plants by May (including garlic) and students plant warm weather plants like tomatoes that they have started indoors. Ms. Blagg is starting a rice project with her ELL students and plans to grow rice. These plants will be watered over the summer and when students return the following year will be harvested and used in science enrichment for the "science of salsa" and cantaloupe lessons. All work is done in science enrichment classes/environmental club and during our monthly Saturday work days in the garden where the community is welcome to join. We are partnering with our PTSO to add the gardens to their Beautification project. 8th graders will be adding onto our sensory garden by painting stones that line the pathways and leaving inspirational words as part of their "legacy project" for SDMS. Students will start growing plants indoors and then put in plants starting in April. In addition we hope to expand our bird watch project with a bird feeder and camera. We also will continue the chicken egg incubation project in the spring.

2. **Food production crops:** garlic, lettuces, tomatoes, cilantro, mint, onions, cucumbers, strawberries, carrots, green peppers, snap peas, kale, watermelon, sunflowers, corn

3. **Cooperating groups:** We work with the Woodlawn Neighborhood Association for maintenance and garden plant donations, Discover Life in America helps with the educational portion as we catalog the biodiversity of species found in our gardens. PTSO is helping with work days and donations of plants. The Knoxville Waste and Resources will donate a compost bin system so we can start collecting vegetable waste once a week to cut down on landfill waste. Educational opportunities to advance this work are from Tremont and the newly created Knoxville Outdoor Learning Coalition.

4. **Visuals:** Schoolyard map, class instagram photos.

5. **Curriculum correlation:** Science & engineering practices, Biodiversity standards for both 6th and 8th grades, 7th grade- carbon cycle, ecosystems, 6th- food webs and symbiotic relationships.

6. **Funding needs: $500.00**
    - Disposable cups, plates, forks for 400 students (estimate $100)
    - Food experiment supplies ($100)
    - Plants, plant starters, starting soil ($100)
    - Rice plants ($100)
    - Posters, markers for chicken Chick feed, fertile eggs and bedding ($100)

From: JENNIFER SAUER
To: HEATHER HENDERLIGHT
Subject: Fw: [External]RE: SDMS Baker Creek Riparian zone restoration project
Date: Wednesday, November 12, 2025 9:28:14 AM

Does this suffice if done by hand?

From: Quinn Cypher <Quinn.Cypher@knoxcounty.org>
Sent: Wednesday, November 12, 2025 9:17 AM
To: Martin Pleasant <mpleasant@knoxvilletn.gov>; JENNIFER SAUER <jennifer.sauer@knoxschools.org>; Kaitlyn Klema <Kaitlyn.Klema@knoxcounty.org>
Subject: Re: [External]RE: SDMS Baker Creek Riparian zone restoration project

Dear Ms. Sauer,

Assuming that you are removing invasive species by hand, using a method that will result in minimal soil disturbance your proposed work does not require a permit from Knox County Engineering and Public Works. However, if any of the work requires the use of heavy equipment or soil disturbance that would cause sediment to enter the creek, please reach back out and we can look into what permits are needed.

It is my opinion that the work you are performing would not necessitate an Aquatic Resource Alteration Permit from TDEC as it does not constitute an alteration to Waters of the State. For your reference, I've copied the explanation of who needs an ARAP permit from TDEC's website.

This sounds like a great project. Please let us know if you need any advice or other support. If you are looking for riparian plant recommendations we did a creekbank repair project on Loves Creek and the plants that we used are listed on this storymap: https://arcg.is/1LPzey0

Kind Regards,
Quinn

"Persons who wish to make an alteration to a stream, river, lake or wetland must first obtain a water quality permit. Physical alterations to properties of waters of the state require an Aquatic Resource Alteration Permit (ARAP) or a §401 Water Quality Certification (§401 certification). Examples of stream alterations that require a permit from the Tennessee Division of Water Resources (division) include:

Dredging, excavation, channel widening, or straightening
Bank sloping; stabilization

Channel relocation

Water diversions or withdrawals

Dams, weirs, dikes, levees or other similar structures

Flooding, excavating, draining and/or filling a wetland

Road and utility crossings

Structural fill"

--Source: https://www.tn.gov/environment/permit-permits/water-permits1/aquatic-resource-alteration-permit--arap-.html

Sounds like a good project

Quinn Cypher

Stormwater Compliance Manager

Engineering and Public Works

205 West Baxter Avenue

Knoxville, TN 37917

From: Martin Pleasant <mpleasant@knoxvilletn.gov>
Sent: Tuesday, November 11, 2025 8:12 AM
To: JENNIFER SAUER <jennifer.sauer@knoxschools.org>; Quinn Cypher <Quinn.Cypher@knoxcounty.org>; Kaitlyn Klema <Kaitlyn.Klema@knoxcounty.org>
Subject: [External]RE: SDMS Baker Creek Riparian zone restoration project

Hi Jennifer,
Sounds like a great project! I have copied Quinn Cypher and Kait Klema with Knox County. They should be able to provide the initial approvals you need.
Cheers,
Marty

Martin Pleasant P.E.
Stormwater Engineer

Development Services
Phone:865-985-3258
Website: www.KnoxvilleTN.gov

CITY OF KNOXVILLE

From: JENNIFER SAUER <jennifer.sauer@knoxschools.org>
Sent: Monday, November 10, 2025 5:10 PM
To: Martin Pleasant <mpleasant@knoxvilletn.gov>
Subject: SDMS Baker Creek Riparian zone restoration project

Good evening,
I am applying for some funding to do a Baker Creek Riparian zone restoration project at SDMS. I was hoping you could help me find the right people to talk to get approval before I can get pre-approval at KCS. Below is the message I go from KCS.

"I have no issues with the project, as long as SDMS Administration coordinates all aspects of the proposed work with both Knox County Engineering & Public Works and the Tennessee Department of Environment & Conservation (TDEC) prior to proceeding." - *Douglas Shover, Executive Director, Facilities and New Construction Department*

This is the initial proposal I have: The Riparian zone creek restoration project would be a yearlong process with multiple partners. Students, community members, and experts would be a part of the process as we make a long term plan, pull invasive species and replant with beneficial native plants. As our school's mascot is the Cherokee, we would also like to honor that by working with the Eastern Band of the Cherokee Indian Extension office to find Cherokee culturally significant plants like river cane and sochan that would do well in the area. We hope to create long lasting signage that highlights these important plants along the pathways that would be educational and accessible to students and the community.

Any suggestions are welcomed- thanks!
Jen Sauer

Jennifer Sauer
Preferred pronouns: she/her

Green STEM Environmental Science 6-8
日本語クラブ sponsor
South Doyle Middle School

I respectfully acknowledge that I live and work on the ancestral territories of the Tsalagi peoples (now Eastern Band of Cherokee Indians, Cherokee Nation of Oklahoma, and United Keetoowah Band of Cherokee Indians) and Tsoyaha peoples (Yuchi, Muscogee Creek).

>>>CAUTION<<<

This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.

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KCS | DR. JON RYSEWYK
Superintendent
KNOX COUNTY SCHOOLS

December 1, 2025

Ms. Sauer,

This letter is your pre-approval to seek grant funds for South Doyle Middle to attend the Tremont institute and for a native plants garden bordering the school grounds.

Final approval of any programming taking place within Knox County Schools is contingent upon acceptance by your principal/supervisor and/or appropriate curricular leads.

It is highly recommended that all applications for funding be developed in conjunction with the KCS Grants Department. All projects involving Facility changes should first complete and submit the FA100 form.

All grant awards must be formally reviewed and accepted by the KCS Board of Education. Receipt of grant application pre-approval does not guarantee award acceptance. This pre-approval should be included alongside the grant narrative and budget on the district routing form when seeking Board approval after funds are awarded. Further, any research, whether grant funded or not, requires separate approval from the KCS Research Committee. Any grants including the purchasing of assets should seek input from the Asset Property Manager (assetmanager@knoxschools.org) to ensure proper procedures are followed.

Please contact me at 865-594-8080 if you need further assistance with this or any funding needs.

Best Wishes,

Heather V. Henderlight

Heather V. Henderlight
Grant Development | Project Management

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-782

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/17/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of $23,000 in total grant funds from DOW Gives for West High School.

Cost to Knox County Schools

0

Description and Type of Funding Source

DOW Gives

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

De: Drew Thurman <Drew.Thurman@knoxcounty.org>
Enviado: Friday, October 3, 2025 4:48:33 PM
Para: NATHANIEL KENNER <nathaniel.kenner@knoxschools.org>
Cc: Shane Phillips (ShaneAPhillips@dow.com) <ShaneAPhillips@dow.com>; Drew Thurman <Drew.Thurman@knoxcounty.org>
Asunto: Dow Gives Grant Award Notification

Congratulations. Your proposal to the Dow Gives grant program has been selected for funding this cycle. We received many thoughtful applications, and the review process was very competitive.

Your project was evaluated using the published criteria and considered in terms of how well it aligned with Dow's Global Citizenship Initiatives, which include Thriving Communities, STEM & Skilled Trades, and Sustainability.

You can expect to hear from either Shane (copied) from the local site or from Dow's Global Citizenship team at Corporate about next steps for funding, reporting, and visibility. If you are not contacted within the next couple of weeks, please reach out to Shane.

Thank you for the important work you do to improve our community. We look forward to seeing the impact of your project.

Sincerely,
Drew Thurman
President, Community Advisory Panel (CAP)
Chair, Dow Gives Grant Committee

CC: Shane Phillips, (Dow Knoxville CAP liaison)

Drew Thurman
Capital Planning | Floodplain Management
Knox County Engineering and Public Works
Office: 865-215-5821
Mobile: 865-382-7476
205 West Baxter Avenue
Knoxville, TN 37917
Drew.Thurman@knoxcounty.org

KNOX COUNTY
TENNESSEE

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Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to return to the Welcome page.

Contact Information

Salutation	Mr.
First Name	Nathan
Last Name	Kenner
Title	Engineering and Robotics Teacher
Address	3300 Sutherland AVE
City	Knoxville
State	Tennessee
Province	
Zip	37919
Country	United States
Telephone	8659636675
E-mail Address	nathaniel.kenner@knoxschools.org

Organization Information

Legal Name	West High School
Doing Business As (DBA)	
Address	3300 Sutherland AVE
City	Knoxville
State	Tennessee
Province	
Zip	37919
Country	United States
Website Address	https://tn01917079.schoolwires.net/wesths
Mission Statement	West High School provides a safe, respectful, and student-centered learning environment that fosters open-minded and engaged learners. We strive to provide students with a broad, international approach to education centered on research-based and data-driven instruction.
Current Board Members	Dr. Ashley Speas- Knoxville, TN, USA Dr. Jon Rysewyk- Knoxville, TN, USA Katherine Bike- Knoxville, TN, USA
Additional Board Members	

Request Information

Nearest Dow Site	----NA - Tennessee - Knoxville
Program/Project Title	Authentic Engineering and Manufacturing Experiences for High School Engineering Students
Program Type	Education: K-12
Program/Project Start Date	10/1/2025

Program/Project End Date	5/25/2026
Amount Requested from Dow	23000.00 USD
Currency	USD - US Dollar

Statement of Need

The West High School Engineering program is seeking to purchase a CNC plasma cutter as well as environmental safety equipment and laptops. We hope to be able to serve our communities as a primary supplier of engineering and manufacturing services, working to better our neighbors while becoming financially sustainable through leveraging fundraising efforts alongside these community improvements. We currently own and operate CNC milling tools, 3D printers, and a variety of other tools often seen in K-12 education today. However, we have a few critical needs to be able to effectively transition from just learning how to use a tool towards being contributors to our local communities. In order to operate a manufacturing facility in our school, we need: large format metalworking tools, environmental health and safety tools, and robust computer terminals.

One of our local business partners has identified that they currently spent over $200K/year in custom parts manufacturing that they would happily shift to support for our school if we could create their parts for them. Many of their parts are steel tubing or sheet and would require us to own a plasma or waterjet cutter. This story is not unique, and we could use these tools and fundraising efforts to further support our local community and engage our students in STEM-related career experiences early and often in their high school careers.

We also seek to purchase equipment to provide a cleaner, more functional workshop for our students. We hope to be able to reduce the level of particulate in the air and provide clean water stations to the students.

Lastly, we seek to provide our students with classroom laptops that are capable of running engineering softwares so the students are no longer tied to our limited desktop terminals in the workshop space. The existing computers

gatekeep students from using our tools due to difficulty accessing and frequent software crashes

Project Details

We are seeking to create engineering and manufacturing products for our local community business partners. We already create small (8x8x1/2" steel, 2x4' wood, 3D printed plastics, etc.) products for partners including the development of a boat hook for river cleanup projects, keychains and other giveaway merchandise, and systems such as a speaker mounting assembly for our band program that reduces their cost by 4x for equivalent OEM products.

In order to expand our work to authentic engineering products, we aim to: (1) be able to process large format sheet metal using the CNC plasma cutter table noted, (2) better reduce our operating costs with the horizontal bandsaw instead of purchasing stock at nominally final dimensions, and (3) improve the student experience and expediting time-to-talent rates by increasing the environmental air quality with the air filtration systems and giving students access to capable computer devices within our shop space.

We are in need of the purchased products in order to fully realize these goals. Further, we have a 3 year plan to use this as a threshold event for creating a sustainable relationship with our neighboring businesses, providing them with engineering and manufacturing services in return for their continued investment, financially and in-kind, in our engineering program.

Our plan is to purchase the budgeted items so that we can implement more frequent and more robust manufacturing tasks that we will then use as marketing tools for engaging with our local communities and existing partners. Students will use these experiences to gain experience in metalworking, CNC, project management, GD&T and other QC topics, and more. Plans continue outside the scope of this grant, including the development of our own fiber laser and a 4th axis attachment for a plasma cutting table.

Project Budget

Files (1)

Plasma Cutter Table BOM - Submitted 2025 BOM... .pdf

(43.4 K), uploaded by Nathan Kenner on 9/14/2025.

Expected Goals

(1) Develop students that are capable of creating robust, authentic engineering and manufacturing products for their communities.

(2) Provide workforce development services to the Knoxville area community

(3) Increase the environmental health and safety of our engineering workshop at West High School and train our students on the value of environmental controls

(4) Increase financial sustainability of the West High Engineering program by reducing our reliance on donations and grants through increased abilities to provide services to our neighboring businesses

(5) Provide more access to more students through an increase in the possible manufacturing tools they can learn as well as adding the capacity for students to use robust computer terminals without needing to purchase them themselves

* Measurement & Evaluation

(1) The development of a plasma cutting program at West High School. Measurables include products developed and produced for surrounding community members.

(2) Student development as contributing members of their communities. Measurables include products developed, student portfolios, and community feedback surveys.

(3) Impact on the greater Knox County Schools system, including increasing opportunities for student mentorship and providing services to the school system that are otherwise cost-prohibitive. Measurables include developing high school students as mentors, tour guides, and team leaders for younger students as well as products implemented for educational purposes in teachers' classrooms.

* Sustainability/Long-Term Strategy

We intend to use this project as a part of our continued push to reduce our reliance on grants and donations. We want to provide as authentic of an experience for our students to be practicing engineers as possible. Further, we want our students to add value to their communities,

	instead of only asking for funding each year. We seek to use these manufacturing tools to increase our ability to develop a true in-house business with our students where they are creating products in return for financial or in-kind donations from our neighboring communities.
* Third-party Partners	Yes
Identify each third-party partner and how they were selected.	Macawber Engineering, Inc. - Existing relationship
Other Sources of Funding	No
Tangible Benefits	No
Are you a current employee of Dow or one of its affiliates?	No
Inclusion and Diversity	
Non-Discrimination Statement	Yes, we agree with the statement above.
Volunteers	Yes
Please describe volunteer opportunities.	DOW and its employees are welcome to travel to our site for consultation on best practices, for work shadows for our students, to present on or provide tours of the value of engineering and manufacturing tools at DOW, or as consulting experts for product development. We are also always open to providing services to anyone who would like to receive engineering or manufacturing work from our students. These experiences with practicing professionals are critical to our students' time-to-talent rate and retention within our local community.
Payment Method	ACH (Preferred by Dow, in the U.S. Only)
Bank Name & Location	Home Federal Bank, 5538 Kingston Pike, Knoxville, TN, 37919
Organization Name on Bank Account	West High School

Account Number	xxxxxx5104
Routing Number	264271390
Additional Comments	Updated 10/22/25

Assurance Statement

Assurance Statement Agreement	I agree

Need Technical Support?

Copyright © 2025 Dow

Item	Component name	Category	Manufacturer	Vendor Link	Unit Cost	# of Parts	Total Cost
1	Langmuir Crossfire PRO with Plasma Cutter, consumables, and shipping	Metalworking Tools	Langmuir and Hypertherm	https://www.langmuirsystems.com/pro#order	$8,000.00	1	$8,000.00
2	Stock Supply for product startup, 3-12 mm thick stee	Metalworking Tools	Metal Supermarkets	https://www.metalsupermarkets.com/product/mild-steel-sheet-cold-rolled/	$3,000.00	1	$3,000.00
3	Laptops	Engineering Comput...	Dell	https://www.dell.com/en-us/shop/dell-laptops/dell-pro-16-plus-laptop/spd/dell-pro-pb16250-laptop/bts102_pb16250_usx?redirectTo=SOC	$1,449.00	4	$5,796.00
4	Air Compressor Hose	Metalworking Tools	Husky	https://www.homedepot.com/p/Husky-3-8-in-x-50-ft-Open-Face-Hybrid-Hose-Reel-with-Hose-AHR-3001/318395633?MERCH=REC-_-fbt_test-_-300776474-_-2-_-n/a-_-n/a-_-n/a-_-n/a-_-n/a	$99.98	1	$99.98
5	Air Compressor	Metalworking Tools	Campbell Hausfeld	https://www.homedepot.com/p/Campbell-Hausfeld-10-2-CFM-3-7-HP-230-Volt-1-PH-VT6195-60-Gal-Electric-Vertical-Single-Stage-Stationary-Air-Compressor-VT6195/300776474	$1,000.00	1	$1,000.00
6	Horizontal Bandsaw	Metalworking Tools	Jet	https://www.lowes.com/pd/JET-6-in-10-Amp-Stationary-Band-Saw/5015854441	$1,329.00	1	$1,329.00
7	Air Filtration Systems + Freight	Environmental Control	Grizzly	https://www.grizzly.com/products/grizzly-heavy-duty-double-air-filter-with-remote-control/g9956	$719.00	2	$1,438.00
8	Electrical upgrades, (junction boxes, disconnects)	Ancillary Services	Various		$500.00	1	$500.00
9	Replacement Filters	Environmental Control	Grizzly	http://grizzly.com/products/grizzly-merv-10-disposable-primary-filter-g9956-h2935-h2936/h2452	$32.95	4	$131.80
10	Pneumatic Components, (pipe, fittings, LOTO valves,	Ancillary Services	Various		$150.00	1	$150.00
11	Bandsaw Blades	Metalworking Tools	Jet	https://www.lowes.com/pd/WEN-72-in-L-X-3-8-in-W-X-6-Tpi-Bi-metal-Universal-Blade/5013674737	$14.29	4	$57.16
12	Replacement Second Stage Filter	Environmental Control	Grizzly	https://www.grizzly.com/products/grizzly-1-micron-washable-secondary-filter-g9956/h2451	$82.95	2	$165.90
13	Air Filter Installation Hardware	Environmental Control	Various		$150.00	1	$150.00
14		Ancillary Services	Various		$1,182.16	1	$1,182.16
22	TOTAL						$23,000.00

The Dow Chemical Company Foundation
Dow Gives Community Grants Program
Seadrift Operations, Seadrift, TX

Frequently Asked Questions (FAQ)

What is the Dow Gives Community Grants Program?
The Dow Gives Community Grants Program is an annual competitive grant program designed to support social, economic, or environmental projects that contribute to long-term success in the communities in which Dow operates and in which the majority of Dow employees live. Applicants must be charitable or non-profit organizations (have a 501(c)(3) non-profit tax designation) or be municipal or government agencies. Faith-based organizations are welcome to apply provided their projects benefit the community as a whole and not just their organization membership, and do not promote one religion over others. A committee of Dow employees and community members will select the successful projects. Non-profit organizations applying for a community grant are eligible to apply for up to $7,500.

Why is Dow providing this program?
Dow values the opportunity to provide financial support to communities in which the Company has a presence. With great demand for contributions, Dow wants to target its funding in the areas that will have the greatest long-term, positive impact for community members.

Who may apply for the grants?
Certified 501(c)(3) non- profit organizations, municipalities, county, governmental or state agencies or faith-based organizations in Calhoun and Victoria Counties. K-12 schools in this area are welcome to apply.

How will organizations apply for the grants?
Interested applicants can go to:
https://www.dow.com/en-us/about-dow/locations/texas/seadrift/community-success and click on Submit an Online Grant Application to access the application. You will be asked to create an account if you are a first time user of the online system, or you can log in using your email address and password if your account already exists. **NOTE: K-12 schools applying for an education grant MUST note "Education Grant" in the project title to ensure it gets included in the appropriate selection process.**

Applications will be accepted beginning Monday, August 13th.
The deadline to apply is Sunday, September 30th at 12 a.m. EST (11 p.m. CST)

What kinds of projects are most likely to be funded?
Preference will be given to projects that:

- Are one-time project costs
- Provide long-term, measurable community benefits
- Meet an identified community need, particularly in the areas of Classroom to Career, Educator Empowerment, Community Well-Being, Energy Efficiency and Affordable Housing, Increase Food Productivity & Prevent Waste and Water Access & Reuse.
- Are from organizations that are financially well administered and organized
- Demonstrate good planning and support from the community

- Encourage the participation and involvement of Dow employees and retirees
- Provide a well-researched budget
- Can complete the project with the funds from Dow – do not need to continue to do additional fund raising

It is EXTREMELY important to provide a complete budget that specifies the costs for which the community grant would be used. Without this information, the application will be considered ineligible.

What type of projects may be submitted?
This funding is directed at specific project costs that relate to long-term sustainable initiatives. It is not intended to provide ongoing operational funding. Projects must provide positive community impact in at least one of the following areas: Classroom to Career, Educator Empowerment, Community Well-Being, Energy Efficiency and Affordable Housing, Increase Food Productivity & Prevent Waste and Water Access & Reuse.

- **Classroom to Career -** Ignite interest and enhance preparedness for students in science, technology, engineering and math (STEM) fields through employee engagement and strategic partnerships. Support successful career pathways, from university partnerships to skilled trades to leadership development.
- **Educator Empowerment** - Partner with educators to build STEM teaching and leadership skills. Support educators through employee engagement inside and outside of the classroom.
- **Community Well-Being** - Enable economic development, sustainability, and education leading to socially healthy and resilient communities, while also encouraging self-sufficiency.
- **Energy Efficiency & Affordable Housing -** Increase the energy efficiency of new and existing buildings to reduce energy consumptions; and ensure access to safe affordable shelter for those in need.
- **Increase Food Productivity & Prevent Waste** - Increase agricultural yields and productivity, and provide value chain solutions to preserve food and prevent waste.
- **Water Access & Reuse** - Provide safe, clean drinking water to populations who currently lack access; preserve, clean-up and reuse precious water resourced through innovative solutions.

What type of organizations are ineligible to apply and compete for community grants program funding?
Ineligible organizations include: for-profit businesses, organizations with restricted memberships, individual sports teams, political organizations or candidates, labor unions, homeowners associations or individuals.

I received a Dow Gives Community Grant last year. Can I apply again this year?
Yes, as long as your project meets the eligibility requirements and you have completed your previous Dow Gives Community Grants project.

My non-profit group is trying to build a new community center. We need a total of $100,000 and Dow is the first organization we've approached for funding. Are we eligible?
Not at this time. When you secure the remaining funds required, you may apply for consideration in the Community Grants Program. This helps ensure that the funding provided through this program will be utilized as outlined in the project proposal and the funds go to community groups that have researched their project and already secured other community support as required.

Can schools apply?
The Dow Gives Community Grants Program allows K-12 public schools in Victoria and Calhoun counties. Private and Parochial schools in the area are also eligible to apply.

What kinds of things should I refrain from including in my Dow Gives Community Grant program application?
Do not apply for expenses or costs that requiring ongoing funding, including:

- Rent and utilities
- Salaries – including labor and consulting fees (e.g. engineering, architecture)
- Food
- Office supplies and equipment
- Travel expenses
- Advertising
- Fund raising events, giveaways or prizes
- Scholarships
- Dues and memberships
- Training expenses
- Lobbying expenses
- Other non-tangible, non-reusable costs that require ongoing funding in order to continue the project
- In accordance with the guidelines of The Dow Chemical Company Foundation, vehicles and other modes of transportation do not qualify for funding

Why doesn't Dow fund operating expenses?
The Dow Gives Community Grants Program and Dow Gives Education Grants Program is subject to the guidelines of The Dow Chemical Company Foundation, which requires that funding be provided to sustainable community projects and not those that require on-going operational funding. This allows Dow to spread out the benefits of the Dow Gives Community Grants Program and Dow Gives Education Grants Program to a variety of organizations annually and avoids the possibility that an organization has to suspend an important program if it does not secure Dow funding through this competitive program.

Can organizations with religious affiliations apply?
Yes, provided the benefits of their projects are available to all community members and not restricted to the organization's membership or congregation. As well, projects cannot promote one religion over others. For example, a community food bank construction project may be eligible, but the construction of a youth center associated with a particular church or religion would not.

My organization needs a new van. Would we be able to apply for funding?
No. The Dow Chemical Company Foundation guidelines do not allow for the funding of projects related to transportation.

How are the recipients selected?
The recipients are chosen by a Selection Committee made up of both Dow employees and community members. Each committee member reads all the applications and scores them based on how well they meet the grant criteria. Then they meet to discuss their scores and determine the funding allocations.

I'm a volunteer with my organization and not a professional grant writer. Will we have any chance of getting funding?
As long as you complete the application fully and provide all the information needed for the Selection Committee to make a decision, it doesn't matter if you are a professional grant writer or not. The most important thing is to read the application carefully, fully answer all the questions and provide a detailed budget of how the funds will be spent.

If we are successful, how long do we have to complete the project?
All projects must be completed by August 1, 2019 and a report must be provided to Dow. If the project cannot be completed within this time frame, a discussion with Dow representatives must be conducted to determine next steps. As well, organizations with unfinished grant projects are not eligible for further Dow funding until the project is complete.

What is the maximum dollar amount I can apply for?
For community grant applications your organization can apply for a maximum of $7,500.

What if my organization only needs a portion of the total grant available? For example, what if we only need $3,500 instead of $7,500?
Funding requests that are less than the total amount of the available grants are welcomed, as they allow Dow to increase the number of projects that can be funded.

In addition, the Selection Committee may choose not to give an organization the full amount they have requested if they feel there are portions of the request that do not meet the program criteria.

Is there a limit on the number of grants for which an organization may apply? Why?
Dow will accept only *one application per organization.* If an organization applies for more than one grant, regardless of grant amount, the organization will be disqualified for consideration for all grants for which it has applied. This is because the Community Grants Program is intended to maximize the distribution of funding from Dow to the areas in which it provides the highest value to communities. Each submitting organization, therefore, is asked to prioritize its projects and submit only one application per year for the program that provides the greatest impact and meets the greatest need.

What is the deadline for submission of an application?
Application submission deadline is Sunday, September 30, 2018 at 12 a.m. EST (11 p.m. CST)

How do I obtain additional information about the CGP?
Additional questions about the Dow Gives Community Grants Program may be directed to Dow Community Relations at (361) 553-3058.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 8th day of January, 2026 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-783

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 12/18/2025

RLA-18020 **R-26-1-401**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Rummel, Klepper & Kahl, LLP in the amount of $569,633.10 for construction engineering inspection (CEI) services and support for the Gibbs Pedestrian Bridge.
(Engineering and Public Works)

Attachments

Resolution
CEI Contract Gibbs

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH RUMMEL, KLEPPER & KAHL, LLP IN THE AMOUNT OF $569,633.10 FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES AND SUPPORT FOR THE GIBBS PEDESTRIAN BRIDGE.

RESOLUTION: **R-26-1-401**

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 Construction Engineering Inspection Services and support for the Gibbs Pedestrian Bridge; and

WHEREAS, the Knox County Procurement Division issued a solicitation for Letters of Interest and a Request for Qualifications for the purpose of finding a qualified contractor to provide the Construction Engineering Inspection Services for the Gibbs Pedestrian Bridge; and

WHEREAS, the response of Rummel, Klepper & Kahl, LLP to the Letters of Interest and Request for Qualifications was determined to be the most responsible and responsive submittal meeting specifications accepted by Knox County; and

WHEREAS, the proposed contract with Rummel, Klepper & Kahl, LLP is in the amount of $569,633.10 and is effective beginning on February 1, 2026 and ends upon completion of the services, as further detailed in the attached contract; and

WHEREAS, Rummel, Klepper & Kahl, LLP has the necessary qualifications and expertise to perform the services for Knox County.

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

The contract with Rummel, Klepper & Kahl, LLP for the provision of Construction Engineering Inspection Services for the Gibbs Pedestrian Bridge 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 Rummel, Klepper & Kahl, LLP for the provision of Construction Engineering Inspection Services for the Gibbs Pedestrian Bridge 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

Rummel, Klepper & Kahl, LLP

This Contract, made and entered into this _____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and Rummel, Klepper & Kahl, LLP, hereinafter referred to as "Contractor".

Whereas, County requested solicitations for Construction Engineering Inspection Services for Gibbs Pedestrian Bridge (Solicitation #3683) 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 #3683), and at the price quoted for said services by Contractor in their Scope of Work and Fee Schedule (Attachment F). Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Qualifications, the Contractor's submittal, and the Contractor's Scope of Work and Fee Schedule (Attachment F).

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 2026 and ends upon completion of the services listed in the Contractor's Scope of Work and Fee Schedule (Attachment F) 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 per the Contractor's Scope of Work and Fee Schedule (Attachment F) 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 per the payment terms outlined the Contractor's Scope of Work and Fee Schedule (Attachment F). Invoices shall be sent to the following:

Knox County Engineering and Public Works
Attn: Jim Snowden
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.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) 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 Construction Engineering Inspection Services for Gibbs Pedestrian Bridge 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 Construction Engineering Inspection Services for Gibbs Pedestrian Bridge, 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, 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, occurrence, or omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render the Construction Engineering Inspection Services for Gibbs Pedestrian Bridge in accordance with Request for Qualifications and the Contractor's Scope of Work and Fee Schedule (Attachment F).

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. Letter of Interest - Solicitation #3683
B. Contractor's Response to Letter of Interest – Solicitation #3683
C. Request for Qualifications – Solicitation #3683
D. Contractor's Response to Request for Qualifications – Solicitation #3683
E. Clarification to Exceptions
F. Contractor's Scope of Work and Fee Schedule
G. Contractor's Certificate of Insurance

In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) this Contract, (2) Attachment C, (3) Attachment D, (4) Attachment E, (5) Attachment F.

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

Rummel, Klepper & Kahl, LLP

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Letter of Interest
Solicitation #3683

The Procurement Division of Knox County, Tennessee will receive sealed Letters of Interest (LOI) and Request for Qualifications (RFQ) for **Construction Engineering Inspection Services for Gibbs Pedestrian Bridge** as specified herein. LOIs must be received by **2:00 p.m.** on **September 17, 2025**. Late submittals will neither be considered nor returned.

Deliver LOIs To:

Solicitation Number 3683
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 be routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Questions may be emailed to brian.hubbs@knoxcounty.org. If you haven't 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 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste, or abuse, please file your report online at http://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.

1.3 **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 agreementin 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

1.4 **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.

1.5 **COPIES:** Knox County **requires** that LOIs 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.

1.6 **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 LOI being deemed non-responsive and disqualified.

1.7 **ELECTRONICALLY SUBMIT RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. A hard copy response must be submitted with one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required. Email and facsimile submissions are strictly prohibited.

1.8 **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.

1.9 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any respondent in the preparation and submission of its LOI 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.

1.10 **LOI DELIVERY:** All LOIs must be submitted in hard copy to the address listed in the solicitation. Knox County requires vendors, when hand delivering LOIs, 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.

1.11 **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 LOI **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the firm from this process. If the firm is found in violation of this section for any reason, it could result in debarment from Knox County's bidders' list for twenty-four (24) months.

1.12 **NON-COLLUSION:** Vendors, by submitting a signed LOI, 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 LOI shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

1.14 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that LOIs 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.

1.15 **SIGNING OF SUBMITTALS:** **In order to be considered all Submittals 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 LOI document. It is suggested that mailed LOIs be sent by certified or registered mail with return receipt requested or LOIs sent via common carrier include tracking and delivery confirmation.

1.16 **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.

1.17 **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.

1.18 **VENDOR REGISTRATION:** Prior to the closing of this solicitation, ***ALL INTERESTED FIRMS*** 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." All interested firms must be registered with the Procurement Division **prior** to submitting their response.

1.19 **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 SCOPE OF WORK

2.1 **SCOPE OF WORK:** Knox County, an Equal Opportunity Employer, is seeking to retain a vendor to provide Construction Engineering Inspection (CEI) Services for the Gibbs Pedestrian Bridge project. This project involves the earthwork and grading to construct the bridge abutments and ADA compliant ramps, construction of the pedestrian bridge, and the construction of necessary sidewalk segments near the elementary and high school campuses.

State Project Number: 47LPLM-L3-220
Federal Project Number: TAP-M-1131(54)
Project Pin: 132969.00

The work includes but is not limited to the following:

A. Inspecting work performed by the contractors and ensuring all work conforms to Knox County / TDOT specifications
B. Recording all details/quantities in a daily inspection report
C. Reviewing and approving pay applications
D. Performing all necessary environmental inspections

All CEI Services must be performed in accordance with the latest edition of the TDOT Standard Specifications for Roadway and Bridge Construction and the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. Consultant invoicing and payment for services will be administered by Knox County in accordance with TDOT guidelines.

2.2 **AWARD:** Knox County intends to issue a one-time award and lump-sum contract. The Knox County Procurement Division will draft the contract. Knox County will not accept any vendor's contract. Vendors are cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

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.

2.3 **ESTIMATED SCHEDULE:**

1. Question deadline: Prospective respondents may submit questions no later than Thursday, September 4, 2025 by 4:30 p.m. local time. All questions must be emailed to Brian Hubbs at brian.hubbs@knoxcounty.org.
2. Letters of Interest due Wednesday, September 17, 2025 at 2:00 p.m. local time.
3. Short list of three (3) firms selected by Wednesday, October 1, 2025.
4. Qualifications of short listed firms due by Wednesday, October 15, 2025 at 2:00 p.m. local.
5. Final selection of highest ranked firm by Wednesday, October 29, 2025.

2.4 **LETTERS OF INTEREST:** Firms may request consideration by submitting a letter of interest to **Knox County Procurement, 1000 N. Central St., Suite 100, Knoxville, TN 37917**. All letters of interest must be received by **Knox County Procurement** on or before **September 17, 2025 at 2:00 p.m. local time.** The letter of interest shall indicate the scope of services to be completed by any sub-consultants. Knox County shall be billed on a monthly basis for work completed and accepted by the County and Knox County Engineering and Public Works.

2.5 **LETTERS OF INTEREST REQUIREMENTS/EVALUATION:** Firms shall submit letters of interest with firm contact information including name, address and e-mail of primary contact. The letters of interest shall also include:

- **Work experience in required discipline with other government agencies and projects of similar size and scope. Details shall include context and description of contracts. (20 Points)**
- **Demonstrated specialized expertise related to the project. (10 Points)**
- **Demonstrated capabilities of firm including number of employees assigned to the project and TDOT approval letter for projects of this nature of work. (10 Points)**
- **Professional licensure (10 Points)**

From the letters of interest, Knox County will select the top three (3) qualified firms to submit qualifications. A Request for Qualifications document will be sent to these top three (3) qualified firms upon selection. The top ranked consultant will be selected from this list.

2.6 **PRE-QUALIFICATION:** Knox County requires that all firms being considered are pre-qualified with TDOT. Additional TDOT pre-qualification procedures, pre-qualification forms and current "Standard Procurement Policy for Engineering and Technical Services" are available at this website: www.tennessee.gov/tdot.

2.7 **QUALIFICATIONS EVALUATION:** Knox County will evaluate the top three (3) firms on the following criteria:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed construction engineering inspection services
  - Number of inspectors and licensed professionals
  - Capabilities and resources of firm
  - Number of support personnel and roles
- **Key Personnel assigned to Projects (30 Points)**
  - Resumes of key personnel to work with Knox County
  - Specific areas of expertise
  - Availability of personnel to Knox County
- **Current Projects and Workload (20 Points)**
  - List of current or past projects of similar size and scope
  - Initial budget and final cost for above project
  - 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 past five (5) years

The consultant evaluation committee holds the ability to conduct interviews based on scoring.

Pre-qualification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at the following website: https://www.tn.gov/tdot/business-redirect/consultantinfo.html. For information on pre-qualification, please contact Christine Smotherman at (615) 741-4460 or Christine.Smotherman@tn.gov.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women owned firms are encouraged to respond to all advertisements by Knox County. For information on DBE certification, please contact David Neese at (615) 741-3681 or David.Neese@tn.gov. Details and instructions for DBE certification can be found at the following website: https://www.tn.gov/tdot/civil-rights/small-business-development-program.html.

Failure to submit any of the above information or any other information requested in this solicitation may result in the response being disqualified.

Attachment B

Contractor's Response to Letter of Interest
Solicitation #3683

900 E. Hill Avenue, Suite 280 Knoxville, TN 37915 | P 865.209.9486 | www.rkk.com

September 17, 2025

Brian Hubbs, Construction and Engineering Specialist
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

Primary Contact
Jeremiah Davis, PE, CPESC, PLSIT
Project Delivery Leader
900 E. Hill Avenue, Suite 280
Knoxville, TN 37915
jdavis@rkk.com | 865.209.9486

RE: Letter of Interest (LOI) for CEI Services for Gibbs Pedestrian Bridge | Solicitation Number 3683

Dear Mr. Hubbs and Members of the Selection Committee:

Rummel, Klepper & Kahl, LLP (RK&K) is honored to submit this LOI for your consideration to serve as Knox County's (County) Construction Engineering Inspection (CEI) firm for the TDOT Local Programs Gibbs Pedestrian Bridge project. We understand that this project is being constructed to honor the late Army Staff Sgt. Ryan Knauss, who was killed in duty fighting for our county. With RK&K being founded nearly 103 years ago in Baltimore, Maryland, we appreciate and respect the sacrifice Sgt. Knauss made for our freedom and country.

Work Experience in the Required Disciplines | Since RK&K's beginning in 1923, we have earned a reputation for engineering and construction management excellence. Our team has established the trust of innumerable local, state, and federal regulatory agencies and clients. Local clients include Knox County, City of Knoxville, City of Morristown, Tennessee Department of Transportation (TDOT), and Eastern Federal Lands. These relationships grow from our reputation for integrity and ability to provide comprehensive solutions for capital improvement projects—large and small—needed to meet diverse challenges.

Demonstrated Specialized Expertise and Capabilities | Our team will be led locally by **Project Delivery Leader Jeremiah Davis, PE, CPESC, PLSIT; Construction Manager Michael Rodgers, CCM; and CEI Senior Inspector Billy Goins**, all from our Knoxville, TN office. Jeremiah and Michael have collaborated on numerous Local Programs and TDOT bridge projects and are seasoned construction management professionals. Prior to joining RK&K in 2024, Billy served as a TDOT Materials and Test manager on multiple bridge projects within Region 1.

Our team offers over 75 years of combined CEI experience to the County, serving as a trusted partner with a track record of delivering multiple Knox County and Local Programs projects of similar scale and scope. Our team is available upon request and committed to supporting the project from pre-construction through final closeout, ensuring adherence to the applicable contract documents. **Derrick Queen, CMIT**, our Quality Assurance Field Manager, will conduct quality control and assurance reviews throughout the contract term at no extra cost to the County.

To enhance our field services, RK&K will leverage the expertise of **Johnson, Mirmiran & Thompson, Inc. (JMT)** to provide CEI and survey support, and we will utilize a certified firm approved for drilling and laboratory services, as needed.

Professional Licensure | RK&K maintains an UNLIMITED prequalification status with TDOT. All key proposed staff have completed TDOT's Local Programs CEI training. JMT also has unlimited prequalification status expiring in 2027.

If you have any questions or require additional information, please feel free to contact Jeremiah Davis, at your convenience.

Sincerely,
RK&K

George B. Escojido

George Escojido, CCM
Construction Management Director

Jeremiah Davis, PE, CPESC, PLSIT
Project Delivery Leader and Primary Contact

WORK EXPERIENCE IN THE REQUIRED DISCIPLINE

Work Experience with Other Government Agencies

About RK&K | RK&K has a long-standing history in providing CEI services, dating back over 100 years. The firm has been involved in numerous public works projects, including roadways, pedestrian and roadway bridges, and various infrastructure improvements in multiple states including Tennessee, Virginia, and North Carolina. RK&K has developed a robust construction management and inspection team, which is recognized as one of the largest and most credentialed in the Southeast and Mid-Atlantic region. The firm boasts a robust team of more than 1,900 professionals, including over 650 construction management professionals dedicated to delivering high-quality CEI services. Our commitment to quality is underscored by a rigorous quality assurance and quality control process, which includes the complete lifecycle of administering a TDOT Local Programs or Local Agency project from pre-construction meetings to final inspection and list items. This extensive expertise and a proven track record of successful project delivery position RK&K as a trusted partner for CEI work, capable of meeting the unique needs of clients and stakeholders.

Our Clients | RK&K has successfully administered Local Government Pedestrian Bridges and transportation projects in Tennessee, North Carolina, and Virginia for clients such as the TDOT, North Carolina Department of Transportation (NCDOT), Virginia Department of Transportation (VDOT), City of Sevierville, City of Knoxville, City of Livingston, City of Morristown, and Eastern Federal Lands. RK&K serves a diverse client base across various sectors, including community, education, federal, healthcare, municipal, recreational, and state markets. RK&K has extensive work experience with various government agencies, providing a wide range of engineering, planning, and construction management services. The firm has successfully partnered with local, state, and federal agencies, demonstrating its ability to navigate complex stakeholder involvement and deliver high-quality solutions tailored to governmental needs. This experience has enabled RK&K to build strong relationships with government stakeholders, ensuring effective communication and collaboration throughout project lifecycles.

The chart below exhibits our client diversity and experience with similar projects.

CLIENT | PROJECT, LOCATION	Project Components					
	Bridge Work	Inspection Work	CEI/ Construction Management	Daily Report Recording	Reviewing and Approving Pay Applications	Environmental Inspections
Knox County | On-Call CEI Services, Knox County, TN		●	●	●	●	●
City of Morristown | Master Professional Services Agreement, TASK: Overhead Sidewalk/Bridge CEI, Morristown, TN	●	●	●	●	●	●
City of Livingston | Livingston Courthouse Streetscape Project, Livingston, TN		●	●	●	●	●
TDOT | On-Call Construction Engineering and Inspection, TASK: PDB2402 Rebuild Two Nolichucky River Bridges, Washington and Greene Counties, TN	●	●	●	●	●	●
TDOT | Region 1 and 2 CEI On-Call, Region 1 and 2, TN	●	●	●	●	●	●
Eastern Federal Lands Highway Division | Great Smoky Mountains National Park Foothills Parkway Improvement Projects, Great Smoky Mountains National Park, TN	●	●	●	●	●	●
City of Servierville | On-Call Engineering, Construction Management, and CEI Contract, Sevierville, TN	●	●	●	●	●	●
City of Raleigh | Crabtree Creek Greenway CEI, Raleigh, NC	●	●	●	●	●	●
Town of Mooresville | Construction Administration and Inspection for Dye Creek Greenway, Mooresville, NC	●	●	●	●	●	●

Previous Experience with Similar TDOT LP Projects | RK&K has been partnering with TDOT since opening our Nashville office in 2019. The majority of our key personnel included have career-spanning relationships with TDOT staff from on-call and project-specific contracts, working with the Roadway, Structures, Environmental, Traffic Operations, Strategic Transportation Investment, and Material and Test Divisions.

PROJECT	OWNER
Turkey Creek Greenway Trail	City of Morristown
State Route 58 Bicycle and Pedestrian Facility Phase 2	City of Chattanooga
Great Smoky Mountains National Park Foothills Parkway Improvement Projects	Eastern Federal Lands Highway Division, TN
TDOT Livingston Courthouse Streetscape Project	City of Livingston

■ Projects of a Similar Size and Scope

RK&K is proud to provide CEI services to municipalities of all sizes, approaching every project with energy, precision, and a commitment to excellence. From large urban corridors to smaller streetscape improvements, we deliver work that meets the highest standards and leaves a lasting impact on the community—projects we can confidently say, "We built that." We don't just perform "CEI." We make the process easier by helping municipalities navigate the extensive documentation, coordination, and compliance requirements associated with TDOT Local Program projects.

From initial pre-construction meetings to project closeout, our staff ensures that every reporting, auditing, and record-keeping requirement is met. We understand that these processes can often feel overwhelming to municipal staff, so we step in as a trusted partner to manage them efficiently and accurately. By guiding clients through each step, we reduce administrative burden, minimize risks of delays or noncompliance, and allow municipalities to stay focused on serving their communities. In every project, RK&K works as an extension of the Client, ensuring the project is delivered smoothly, transparently, and to the highest professional standards. The following project experience demonstrates our ability to successfully manage and deliver streetscape, sidewalk, paving, and municipal infrastructure projects with quality, efficiency, and attention to community needs.

Knox County | On-Call CEI Services ■ Knox County, TN

RK&K is the prime consultant, **providing on-call CEI inspection services (including grading, paving, traffic control, ADA compliance, and stormwater)** to ensure all work performed by various contractors conforms to Knox County and TDOT specifications. This effort includes **recording all details/quantities in a daily inspection report; reviewing/approving pay applications; performing all necessary environmental inspections; coordinating staffing requirements for the project; ensuring federal and state required records are maintained and retained to support the eligibility for the reimbursement of federal funds; and making sure that progress reports are accurate for all construction activities.**

To date, RK&K has completed several projects for the County.

- **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.
- **Proposed Intersection Improvements at North Campbell Station Road and Fretz Road |** RK&K is responsible for managing and overseeing the project, conducting progress meetings, compiling estimates, and communicating with Knox County staff. The project consists of widening from a two-lane road to a three-lane road by adding a center turn lane with curb and sidewalks, storm drainage, grading, stone base, asphalt paving, and gas line installation. The construction value is $1.7 million.

City of Morristown | Master Professional Services Agreement, TASK: Turkey Creek Greenway Trail–Phase 5
■ Morristown, TN

RK&K is providing full engineering and construction administration services for this TDOT Local Programs Project in downtown Morristown. This greenway/multimodal project is funded in part by a Multimodal Access Grant funded 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. This project consists of **adding new ADA-compliant sidewalks and curb ramps along with overall storm drainage improvements** within the corridor limits. The project will improve pedestrian/bicyclist movement and ADA compliance. Also included are improvements for **crosswalk striping, signage, pedestrian signals, and signalization upgrades at two major intersections** within the corridor.

City of Morristown | Master Professional Services Agreement, TASK: CEI Services for Overhead Sidewalk/Bridge Repair
■ Morristown, TN

As prime consultant for the City of Morristown under an on-call agreement, RK&K also provided **both design and CEI-related services** for the repair of an overhead pedestrian walkway over South Henry Street at the intersection of Main and South Henry. Services included **facilitating a pre-construction meeting, inspecting proper traffic control setup/breakdown, inspecting bridge repair (including high-pressure wash, concrete repair, and texture coating), completing construction daily work reports, documenting progress/final estimates, and performing project closeout/final inspection.** Services were completed within a two-week schedule.

TDOT | Livingston Courthouse Streetscape Project ■ Livingston, TN

RK&K is providing construction management, inspection, and project administration services following TDOT Local Program guidelines for streetscape improvements surrounding the Overton County Courthouse in the historic downtown square. The project consists of approximately 11,000 square feet of new concrete and brick sidewalks designed to meet ADA accessibility standards. Additional enhancements include **new pedestrian lighting, benches, landscaping, flagpoles, and the reinstallation of war memorials.** The project is located entirely within the historic courthouse square, requiring close coordination with the City of Livingston and local stakeholders to maintain community access and preserve the character of the district.

RK&K's services include **materials testing, traffic control inspections, administrative reporting, and daily work reports documenting contractor performance and pay quantities.** RK&K is coordinating with the City and the project designer to manage work activities and maintain project delivery. Construction value is estimated at $1.49 million.

TDOT | On-Call Construction Engineering and Inspection, TASK: PDB2402 Rebuild Two Nolichucky River Bridges
■ Washington and Greene Counties, TN

As part of the 2024 Region 2 CEI On-Call Contract, RK&K was selected to provide project-specific CEI services for the emergency rebuild of two bridges located over the Nolichucky River. Both the SR 81 (Washington) and SR 107 (Greene) bridges are being inspected per TDOT specifications and requirements. RK&K is providing **inspection services that include bridge and roadway features, cut/fill operations, stormwater installation, utility inspections, contract compliance, erosion prevention and sediment control (EPSC), construction field surveying, density testing, concrete testing, administrative assistance, and construction management**. This project is being managed through TDOT Region 1 Alternative Delivery. Project features include the following:

- Due to the schedule of the project, inspection staff are working seven days a week to complete the project on time.
- This is TDOT's first Progressive Design-Build project.
- SR 81's previous bridge structure was approximately 343' long and 34'-6" wide. The new proposed structure is approximately 470' long and 33'-3" wide.
- SR 107's previous bridge structure was approximately 593' long and 38'-8" wide. The new proposed structure is approximately 635' long and 37'-3" wide.
- Both bridges are utilizing drilled shaft friction piles. RK&K's team is providing Crosshole Sonic Logging (CSL) testing for TDOT.

DEMONSTRATED SPECIALIZED EXPERTISE RELATED TO THE PROJECT

Specialized Expertise

Gibbs Pedestrian Bridge

KNOX COUNTY TENNESSEE

RK&K is uniquely-qualified to provide CEI services to the County for the Gibbs Pedestrian Bridge under the TDOT Local Program. Our team has extensive experience successfully delivering similar pedestrian and bridge projects across Tennessee, ensuring project materials meet specification, ADA compliance, safe construction practices, and minimal disruption to the public.

All of our staff are highly trained and routinely participate in continuing education to stay current with the latest TDOT standards, inspection techniques, and construction management best practices. We understand the requirements of TDOT Local Programs and have a proven track record of managing every aspect of CEI services, from contract administration and inspection to documentation and quality assurance. With highly experienced staff, many of whom are routinely requested by name on TDOT and municipal projects, RK&K consistently provides responsive, efficient, and reliable service.

Simply put, we know how to deliver these projects on time, within budget, and to the highest standards making us the best choice to oversee construction and ensure a successful outcome for the County. RK&K has the ability to quickly identify and address specific project challenges. Our team carefully evaluates each project to anticipate potential issues related to traffic control, pedestrian safety, utility coordination, or site-specific conditions, and develops practical solutions to keep construction on schedule and within budget. We take all aspects of the project into consideration, ensuring that nothing is overlooked.

With decades of experience on similar TDOT Local Program and bridge projects, chances are we have encountered and successfully resolved the challenges this project may present. The proposed staff for the County project is highly knowledgeable in managing the day-to-day operations of pedestrian and bridge projects. We leverage the latest tools and technology including digital inspection platforms and field reporting systems to efficiently and effectively deliver the project while maintaining high standards of quality and safety.

Our proactive approach, combined with well-trained, experienced personnel, ensures that the County's project will be managed with precision, responsiveness, and a level of professionalism that reflects RK&K's reputation as a leader in CEI services.

Crabtree Creek Greenway Boardwalk

DEMONSTRATED CAPABILITIES OF FIRM

- Number of Employees Within the Company

Technical Specialty	Total # of Staff
Administrative	188
Archaeologists/Historians	31
Architects	4
CADD Technicians	48
Civil Engineers	44
Construction Inspectors	504
Construction Managers/Engineers	156
Electrical Engineers	6
Environmental Engineers	61
Environmental Scientists/Designers	57
GIS Staff	10
Geologists/Soil Engineers	43
Hydraulic/Water Resources	108
IT/Graphics/Public Involvement	35
Land Surveyors	18
Landscape Architects	6
Mechanical Engineers	4
Planners: Urban/Regional Planners	42
Sanitary Engineers	5
Structural Engineers	69
Designers/Technician Support Staff	34
Transportation Engineers	239
Traffic Engineers	100
Utility Engineers/Corrosion	46

> ***... thanks to the RK&K staff assigned to the NP-FOOT 8G16-8H10, Foothills Parkway Rehab project. They have been some of the most knowledgeable and technically proficient CEI staff I have worked with. Their diligence, attention to detail, and professionalism have made them indispensable additions to the FHWA, Eastern Federal Lands Division.***
>
> Mitch King, Project Engineer/COTR Eastern Federal Lands Highway Division August 12, 2022

Employees Assigned to Project

We have 55+ staff in Tennessee, working in our Knoxville, Bristol, Chattanooga, and Nashville offices. For this project, we have identified the following **key personnel with expertise in the defined scope of work.** Each key team member has the necessary knowledge, skills, abilities, licenses, and certifications to deliver a successful project to the County.

Jeremiah Davis, PE, CPESC, PLSIT
Project Delivery Leader and Primary Contact
Availability: 50%

21 Yrs. Exp.

Professional Engineer TN #113334; Licensed Surveyor-in-Training TN #2826; Certified Professional in Erosion and Sediment Control (CPESC); TDOT Technician #2863

TDOT Local Programs Construction Engineering and Inspection; TDOT Site Manager

RELEVANT PROJECT EXPERIENCE

- City of Morristown | Overhead SW/Bridge CEI, Morristown, TN **(Contract Manager)**
- Knox County | On-Call CEI Services, Knox County, TN **(Project Manager)**
- TDOT | On-Call Construction Engineering and Inspection, TASK: PDB2402 Rebuild Two Nolichucky River Bridges, Washington and Greene Counties, TN **(CEI Construction Manager)**
- TDOT | Seven Islands Pedestrian Bridge, Knox County, TN **(CEI Construction Manager)**

Mike Rodgers, CCM
Construction Manager
Availability: 100%

31 Yrs. Exp.

Certified Construction Manager #28691; TDOT Technician #1173

TDOT Certified Concrete Field Technician; TDOT Asphalt Certified Roadway Technician

RELEVANT PROJECT EXPERIENCE

- Knox County | West Emory Road Widening CEI, Karns, TN **(Construction Manager)**
- Knox County | Campbell Station and Fretz CEI, Farragut, TN **(Construction Manager)**
- TDOT | US Highway 27 Roadway and Bridge Widening CEI, Hamilton County, TN **(Construction Manager)**
- TDOT | On-Call Construction Engineering and Inspection, TASK: PDB2402 Rebuild Two Nolichucky River Bridges, Washington and Greene Counties, TN **(Construction Manager)**

Derrick Queen, CMIT
Quality Assurance Field Manager
Availability: As Needed%

20 Yrs. Exp.

Construction Manager-in-Training (CMIT) #289004; TDOT Technician #4629

10-Hour OSHA Construction Safety; TDEC Levels 1 and 2; HMA Certified Roadway Inspector; Asphalt Plant Technician; Concrete Field Technician/ACI Grade 1; Nuclear Gauge Field Technician; Aggregate Certified Technician; Work Zone Traffic Control Flagging

RELEVANT PROJECT EXPERIENCE

- City of Morristown | Overhead SW/Bridge CEI, Morristown, TN **(QA/QC Manager)**
- Knox County | On-Call CEI Services, Knox County, TN **(QA/QC Manager)**
- TDOT | On-Call Construction Engineering and Inspection, TASK: PDB2402 Rebuild Two Nolichucky River Bridges, Washington and Greene Counties, TN **(QA/QC Manager)**
- TDOT | I-75 Interchange and Hamilton Place Boulevard CEI, Hamilton County, TN **(QA/QC Manager)**

Billy Goins
CEI Senior Inspector
Availability: 100%

28 Yrs. Exp.

TDOT Technician #1537

10-Hour OSHA Construction Safety; TDEC Level 1; HMA Certified Roadway Inspector; Asphalt Plant Technician; Concrete Field Technician; Aggregate Certified Technician; Nuclear Gauge Field Technician; Asphalt Mix Design Methods; Certified Concrete Mix Design Technician; Work Zone Traffic Control/Flagging.

RELEVANT PROJECT EXPERIENCE

- Knox County | West Emory Road Widening at the Belltown Development and Clinton Hwy, Knox County, TN **(Senior CEI Inspector)**
- City of Knoxville | Rock Pointe Intersection Improvements CEI, Knox County, TN **(Senior CEI Inspector)**
- City of Sevierville | On-Call Engineering, Construction Management, and CEI Contract, Sevierville, TN **(Senior Inspector)**
- TDOT | TDOT Materials and Test Region 1 Bridge and Roadway Program **(TDOT M&T Manager)**
- TDOT | Seven Islands Pedestrian Bridge, Knox County, TN **(TDOT M&T Manager)**

TDOT Approval for Projects of this Nature of Work

TN Department of Commerce & Insurance

May 20, 2021

ATTN:BRIAN KEITH SKINNER
RK&K
8601 SIX FORKS ROAD
FORUM 1,SUITE 700
RALEIGH, NC 27615

RE: Profession and Registration Number: Engineering Firm # 6776

This will acknowledge the Board's acceptance of your updated disclosure, which authorizes your organization to engage in the practice of architecture, engineering, or landscape architecture in the State of Tennessee, in accordance with Tennessee Code Ann. §§ 62-2-601 and 62-2-602.

Please advise the Board, in writing, within sixty (60) days for any change of status or address.

For the Board,

Administrative Staff
Board of Architectural and Engineering Examiners

Board of Architectural & Engineering Examiners • 500 James Robertson Parkway • Nashville, TN 37243-1142 • Tel: 800-256-5758 or 615-741-3221 • Fax: 615-532-9410 • www.tn.gov/commerce/regboards/architects-engineers

PROFESSIONAL LICENSURE

License Search and Verification

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		

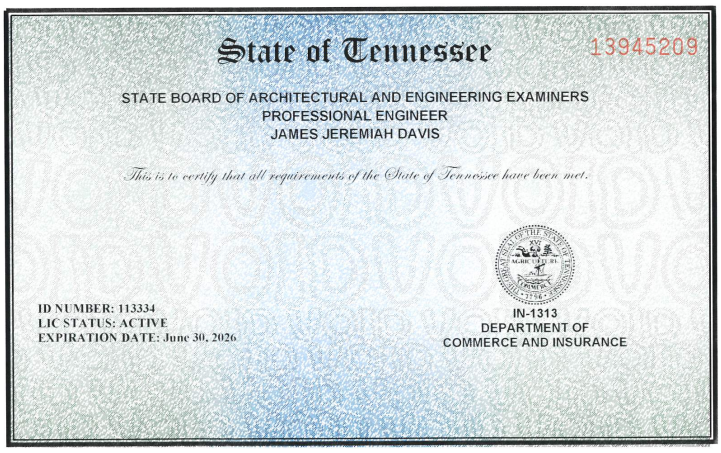
Registered Agent Address
C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546

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	

5/19/2023 10:00:42 AM Page 1 of 2



State of Tennessee 13945209

STATE BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
PROFESSIONAL ENGINEER
JAMES JEREMIAH DAVIS

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 113334
LIC STATUS: ACTIVE
EXPIRATION DATE: June 30, 2026

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

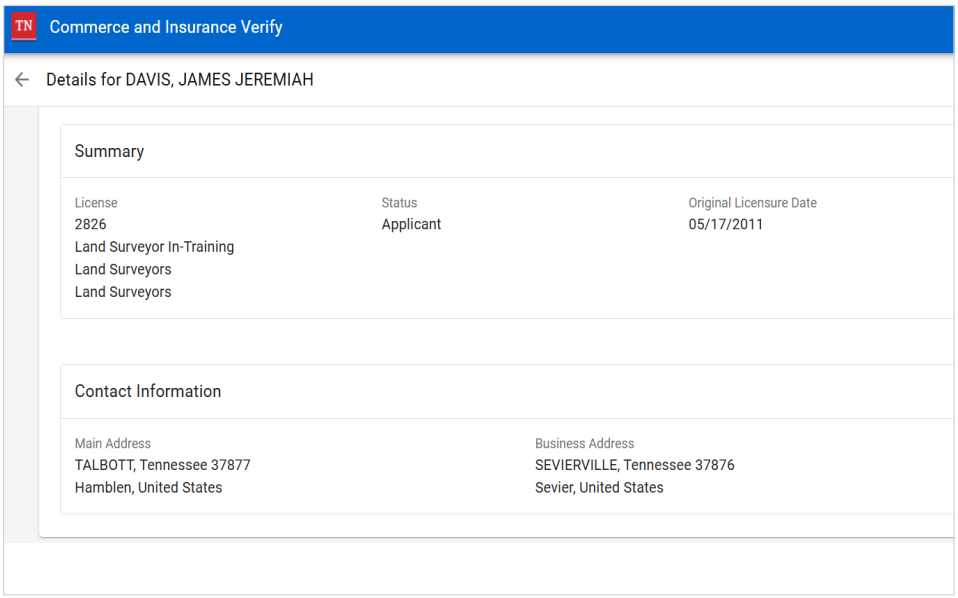
EnviroCert International, Inc.
3054 Fite Circle, Suite 108, Sacramento, CA 95827
(279) 888-6911 | www.envirocert.org

James Jeremiah Davis

CPESC

Certified Professional in Erosion and Sediment Control

7748	4-Mar-2026
CERTIFICATION NO.	EXPIRES



Commerce and Insurance Verify

Details for DAVIS, JAMES JEREMIAH

Summary

License	Status	Original Licensure Date
2826 Land Surveyor In-Training Land Surveyors Land Surveyors	Applicant	05/17/2011

Contact Information

Main Address	Business Address
TALBOTT, Tennessee 37877 Hamblen, United States	SEVIERVILLE, Tennessee 37876 Sevier, United States

Michael Rodgers

Job Title: Construction Manger

Company Name: RK&K

City: Chattanooga

State: TN

Expiration Date: June 23, 2028

CMCI Number: 28691

The Construction Manager Certification Institute

CMIT

The CMCI Board of Governors hereby confers on

Derrick Queen

this certificate in recognition of successful completion of the requirements set forth for the certificate program

Construction Manager-in-Training

as witnessed and certified by the Construction Manager Certification Institute.

CMCI Board of Governors Chair

12/05/2030 00:00
Valid Through

Attachment C

Request for Qualifications
Solicitation #3683

The Procurement Division of Knox County, Tennessee will receive sealed Request for Qualifications (RFQ) for **Construction Engineering Inspection Services for Gibbs Pedestrian Bridge** as specified herein. RFQs must be received by **2:00 p.m. local time** on **October 22, 2025**. Late submittals will neither be considered nor returned.

Deliver Qualifications To:

Solicitation Number 3683
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 **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/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.

1.3 **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

1.4 **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.

1.5 **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.

1.6 **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.

1.7 **ELECTRONICALLY SUBMIT RESPONSE:** Due to the nature of this solicitation, the Knox County Procurement Division **will not** accept electronically submitted responses. A hard copy response must be submitted with one (1) marked original and three (3) exact copies. An electronic copy on CD/flash-drive, in one complete file, is also required. Email and facsimile submissions are strictly prohibited.

1.8 **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.

1.9 **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.

1.10 **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.

1.11 **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.

1.12 **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.

1.13 **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.

1.14 **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.

1.15 **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 RFQ's be sent by certified or registered mail with return receipt requested or RFQ's sent via common carrier include tracking and delivery confirmation.

1.16 **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.

1.17 **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.

1.18 **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.

1.19 **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 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 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.

2.10 **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 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.

2.14 **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 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.

2.16 **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 Qualifications (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.18 **RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.

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 Employer, is seeking to retain a vendor to provide Construction Engineering Inspection (CEI) Services for the Gibbs pedestrian bridge project. This project involves the earthwork and grading to construct the bridge abutments and ADA compliant ramps, construction of the pedestrian bridge, and the construction of necessary sidewalk segments near the elementary and high school campuses.

State Project Number: 47LPLM-L3-220
Federal Project Number: TAP-M-1131(54)
Project Pin: 132969.00

The work includes but is not limited to the following:

- Inspecting work performed by the contractors and ensuring all work conforms to Knox County / TDOT specifications.
- Recording all details/quantities in a daily inspection report.
- Reviewing and approving pay applications.
- Performing all necessary environmental inspections.

All CEI Services must be performed in accordance with the latest edition of the TDOT Standard Specifications for Roadway and Bridge Construction and the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. Consultant invoicing and payment for services will be administered by Knox County in accordance with TDOT guidelines.

3.2 **AWARD:** Knox County intends to issue a one-time award and lump-sum contract. The Knox County Procurement Division will draft the contract. Knox County will not accept any vendor's contract. Vendors are cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement. 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.

3.3 **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.

3.4 **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 (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.

3.5 **CONTRACT EXECUTION:** It is the intent of Knox County to enter into a contract with the highest evaluated respondent to negotiate the contract cost. The Contact must be voted on by Knox County Commission and receive a majority vote. The successful vendor may be required to be present at the Knox County Commission Meetings to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the vendor will need to attend the meetings. The Knox County Procurement Division will draft the Contract. Knox County **will not** accept any vendor's contract. Vendors are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

3.6 **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.

3.7 **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 Section IV, Part IX of the submittal. Do not strike through or in any way alter the RFQ. Exceptions listed within other sections of the submittal shall not reviewed or considered.

3.8 **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 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.

3.9 **LICENSING REQUIREMENTS:** Vendors must hold and maintain the proper license from the State of Tennessee Licensing Board for the type of work requested. Vendors must submit a copy of the license. All licensing must be in accordance with Tennessee Code Annotated.

3.10 **NEGOTIATIONS:** Knox County reserves the right to enter into Contract negotiations with the highest-rated vendor. If Knox County and the selected vendor cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated vendor. This process will continue until a Contract has been executed or all submittals have been rejected. No vendor shall have any rights against Knox County arising from such negotiations.

3.11 **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.

3.12 **PRE-QUALIFICATION:** Knox County requires that all consultants being considered are pre-qualified with TDOT. Additional TDOT pre-qualification procedures, pre-qualification forms and current "Standard Procurement Policy for Engineering and Technical Services" are available at this website: www.tennessee.gov/tdot.

3.13 **QUALIFICATIONS EVALUATION:** Knox County will evaluate the top three (3) firms on the following criteria:

- **General Qualifications of Firm (40 Points)**
  - Years in business and years key personnel have performed construction engineering inspection services
  - Number of licensed professionals
  - Capabilities and resources of firm
  - Number of support personnel and roles
- **Key Personnel assigned to Project (30 Points)**
  - Resumes of key personnel to work with Knox County
  - Specific areas of expertise
  - Availability of personnel to Knox County
- **Current Projects and Workload (20 Points)**
  - List of current or past projects of similar size and scope
  - Initial budget and final cost for above project
  - 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 past five (5) years

The consultant evaluation committee holds the ability to conduct interviews based on scoring.

Pre-qualification procedures, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at the following website: https://www.tn.gov/content/tn/tdot/business-redirect/consultantinfo.html. For information on pre-qualification, please contact Christine Smotherman at 615-741-4460 or Christine.Smotherman@tn.gov.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women owned firms are encouraged to respond to all advertisements by Knox County. For information on DBE certification, please contact David Neese at 615-741-3681 or David.Neese@tn.gov. Details and instructions for DBE certification can be found at the following website: https://www.tn.gov/tdot/civil-rights/small-business-development-program.html.

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
- Acknowledgment of Addenda (if applicable)

Part III **GENERAL QUALIFICATIONS OF THE FIRM**

Provide complete qualifications and capabilities of the firm for conducting the Scope of Work in Section 3.1. Include the firm's number of years in business and years key personnel have performed civil engineering design services. Provide the number of licensed professionals for this project along with support personnel and roles.

Part IV **KEY PERSONNEL ASSIGNED TO THE PROJECT**

Provide the resumes of the key personnel that will be working 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 and show availability of personnel to work on this project.

Part V **CURRENT PROJECTS AND WORKLOAD**

Provide a list of current or past projects that are similar in size and scope. Include initial budget/final costs and start/completion dates for current or past projects. Provide the firm's projected workload for next six months.

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.

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**

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 3683

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 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
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00
		PROFESSIONAL LIABILITY	
YES 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	$
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' COMPENSTATION, 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 LOI/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.

RESPONDENT NAME: _____ **AUTHORIZING SIGNATURE:** _____

EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3683

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:

_____

Attachment D

Contractor's Response to Request for Qualifications Solicitation #3683

PHASE II SUBMITTAL FOR

CEI Services for Gibbs Pedestrian Bridge

KNOX COUNTY TENNESSEE

State Project Number: 47LPLM-L3-220

Federal Project Number: TAP-M-1131(54)

Project Pin: 132969.00

Knox County, TN / Solicitation Number 3683

SUBMITTED BY

RK&K

On October 22, 2025

Part I: Signed Letter Authorizing Submission of Qualifications

900 E. Hill Avenue, Suite 280 Knoxville, TN 37915 | P 865.209.9486 | www.rkk.com

October 22, 2025

Brian Hubbs, Construction and Engineering Specialist
Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

RE: Phase II Submission for Construction, Engineering, and Inspection (CEI) Services for Gibbs Pedestrian Bridge | Solicitation Number 3683

Dear Mr. Hubbs and Members of the Selection Committee:

Rummel, Klepper & Kahl, LLP (RK&K) is pleased to submit this Phase II Submission of Qualifications for your consideration to serve as Knox County's (County) CEI firm for the Tennessee Department of Transportation (TDOT) Local Programs (LP) Gibbs Pedestrian Bridge project. At RK&K, we understand the sacrifice and commitment that our Veterans make every day. ***RK&K employs over 50 plus veterans throughout our current workforce, and we will continue to recruit and employ veterans due to our commitment to the sacrifices they make for our country.***

General Qualifications of Firm | Founded in 1923, RK&K is a privately-owned engineering and construction management firm with over 100 years of experience serving both public and private sector clients. CEI and Construction Management are at the center of RK&K, with one of the largest and most highly credentialed CEI teams in the Southeast and Mid-Atlantic. Construction management forms a core practice for nearly forty percent (700+) of the firm's more than 1,900 employees.

Key Personnel Assigned to Projects | Our team will be led locally by **Project Delivery Leader Jeremiah Davis, PE, CPESC, PLSIT; Construction Manager Mike Rodgers, CCM; and CEI Senior Inspector Billy Goins**, all from our Knoxville, TN office. Jeremiah and Michael have collaborated on numerous Local Programs and TDOT bridge projects and are seasoned construction management professionals. We plan to utilize **Ryan Henley, RLS, and his staff at Johnson, Mirmiran & Thompson, Inc. (JMT)** to provide survey and CEI services support as needed. **Chad Smock, PE, from Engineering and Testing Solutions, LLC (ETS),** will provide laboratory materials testing from ETS's approved lab located locally in Knoxville, TN. This team will be supported by our **Quality Control Manager Derrick Queen, CMIT**, who leads our progressive QA/QC efforts, using proactive auditing, documentation, and field verification to ensure that all work meets specifications and ADA compliance standards. This forward-thinking approach ensures that improvements are delivered on time, within budget, and built to serve the community reliably for years to come.

Current Projects and Workload: As outlined throughout the resumes and qualifications within this proposal, **we anticipate that the key personnel above will be 100% available to deliver this project** based on their current project commitments with Knox County and surrounding clients. RK&K is committed to delivering successful projects for Knox County.

Licensure, Insurance, and Litigation: RK&K has Unlimited Qualification with TDOT (expiring January 2026). Our team consists of highly-qualified professionals who are licensed in the State of Tennessee and possess the required TDOT and TDEC certifications. JMT and ETS both have unlimited prequalification status expiring in 2027 as well.

We are excited about this opportunity to serve Knox County and honor those who have given their lives for our freedoms. Please reach out Jeremiah at the contact information found on page 2, if you have any questions.

Sincerely,
RK&K

George B. Escojido

George Escojido, CCM
Construction Management Director

Jeremiah Davis, PE, CPESC, PLSIT
Project Delivery Leader and Primary Contact

PART II: VENDOR INFORMATION

Name and Address of Firm

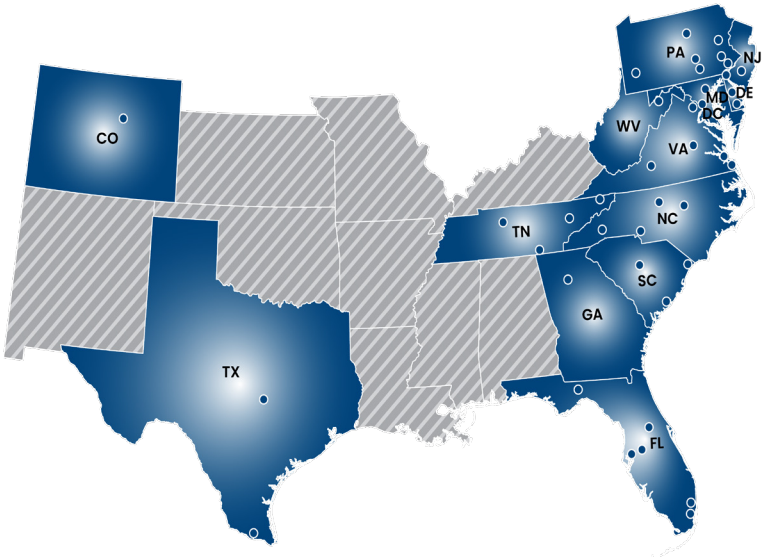
Rummel, Klepper & Kahl, LLP (RK&K)

Corporate Office: 700 East Pratt Street, Suite 500
Baltimore, MD 21202
P: 410.728.2900

900 E. Hill Avenue, Suite 280
Knoxville, TN 37915
P: 865.209.9486

565 Marriott Dr, Suite 650
Nashville, TN 37201
P: 615.866.1050

1227 Volunteer Parkway, Suite 523
Bristol, TN 37620
P: 423.217.4400



Contact Information

Jeremiah Davis, PE, CPESC, PLSIT | Project Delivery Leader

900 E. Hill Avenue, Suite 280
Knoxville, TN 37915
jdavis@rkk.com | P: 865.209.9486 | F: N/A

Firm's Vendor Number Assigned by Knox County Procurement Division

Vendor #76311

Firm's Employer Identification Number (EIN)

52-0599112

Knox County Business License

N/A

Addenda Acknowledgment

N/A

100+ YEARS OF CREATIVE SOLUTIONS

1,900+ RESPONSIVE EMPLOYEES COMPANY-WIDE

38+ OFFICES COMPANY-WIDE

700+ CONSTRUCTION MANAGEMENT PROFESSIONALS COMPANY-WIDE

■ Copies of All Licenses, Permits, and Professional Certifications for Company and Employees

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
Revised August 21, 2024

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
Land Surveyor
Landscape Architect
Mechanical Engineer
Planner: Urban / Regional
Project Manager
Scheduler
Soils Engineer
Specifications Writer
Structural Engineer
Technician / Analyst
Transportation Engineer
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,

Chad Schulhauser (Aug 20, 2024 14:24 PDT)

Chad Schulhauser, PE
Director
Professional Services Division

CS/MW

License Search and Verification

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		

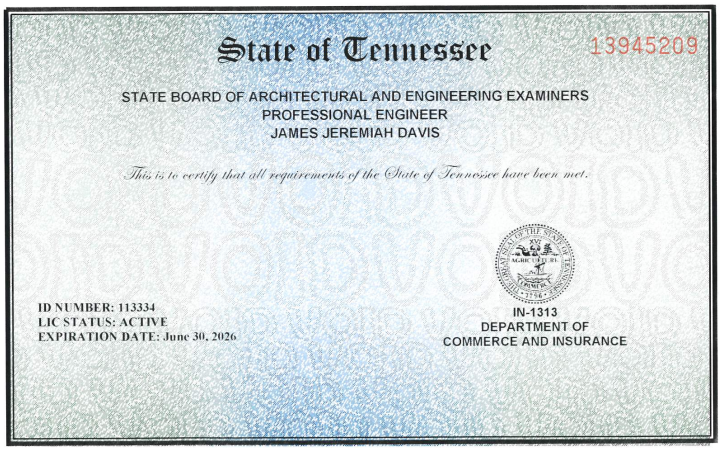
Registered Agent Address
C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546

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	

5/19/2023 10:00:42 AM



State of Tennessee 13945209

STATE BOARD OF ARCHITECTURAL AND ENGINEERING EXAMINERS
PROFESSIONAL ENGINEER
JAMES JEREMIAH DAVIS

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 113334
LIC STATUS: ACTIVE
EXPIRATION DATE: June 30, 2026

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

ENVIROCERT International, Inc.

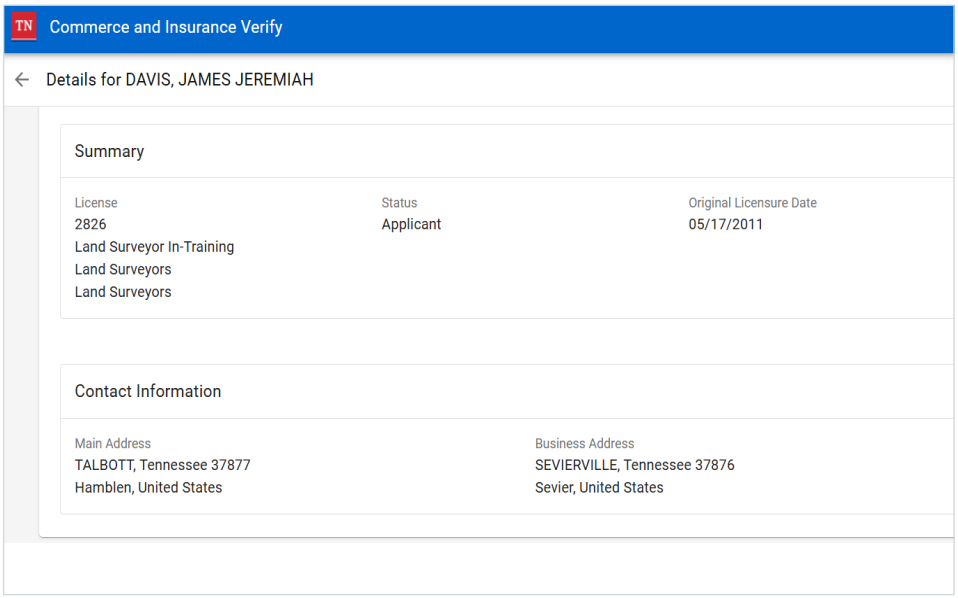
EnviroCert International, Inc.
3054 Fite Circle, Suite 108, Sacramento, CA 95827
(279) 888-6911 | www.envirocert.org

James Jeremiah Davis

CPESC

Certified Professional in Erosion and Sediment Control

7748	4-Mar-2026
CERTIFICATION NO.	EXPIRES



Commerce and Insurance Verify

Details for DAVIS, JAMES JEREMIAH

Summary

License	Status	Original Licensure Date
2826 Land Surveyor In-Training Land Surveyors Land Surveyors	Applicant	05/17/2011

Contact Information

Main Address	Business Address
TALBOTT, Tennessee 37877 Hamblen, United States	SEVIERVILLE, Tennessee 37876 Sevier, United States

TN TDOT Department of Transportation

TENNESSEE DEPARTMENT OF TRANSPORTATION

PROGRAM DEVELOPMENT DIVISION

This is to certify that

Jeremiah Davis

has successfully completed a two-day workshop on
Chapter 8 (Preconstruction and Construction Procedures) of the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects
Virtual presentation on June 16-17, 2021

Kimery Grant
TDOT Program Development Division

David Donoho, P.E.
Presenter, Smith Seckman Reid

For the Tennessee Department of Transportation
This certificate entitles the recipient to 10 Professional Development Hours

TN TDOT Department of Transportation

Tennessee Department of Transportation
Program Development Division
Certificate of Completion

This is to certify that

Jeremiah Davis

Has successfully completed the virtual TDOT Local Programs Construction Engineering and Inspection (CEI) Training Course (Level 2)

TDOT Local Programs | June 11, 2025
Expires: 6-11-2030
This certificate entitles the recipient to 6 Professional Development Hours

Steve Allen
TDOT Program Development Division

Presented by SSR

David Donoho, PE
Presenter, SSR

Michael Rodgers

Job Title: Construction Manger

Company Name: RK&K

City: Chattanooga

State: TN

Expiration Date: June 23, 2028

CMCI Number: 28691

TN TDOT Department of Transportation

TENNESSEE DEPARTMENT OF TRANSPORTATION

PROGRAM DEVELOPMENT DIVISION

This is to certify that

Michael Rodgers

has successfully completed a two-day workshop on
Chapter 8 (Preconstruction and Construction Procedures) of the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects
Virtual presentation on June 30-July 1, 2021

Kimery Grant
TDOT Program Development Division

David Donoho, P.E.
Presenter, Smith Seckman Reid

For the Tennessee Department of Transportation
This certificate entitles the recipient to 10 Professional Development Hours

The Construction Manager Certification Institute

CMIT

The CMCI Board of Governors hereby confers on

Derrick Queen

this certificate in recognition of successful completion of the requirements set forth for the certificate program

Construction Manager-in-Training

as witnessed and certified by the
Construction Manager Certification Institute.

CMCI Board of Governors Chair

12/05/2030 00:00

Valid Through

■ Subconsultant Copies of All Licenses, Permits, and Professional Certifications for Company and Employees

JMT

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES DIVISION
SUITE 500, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402

BUTCH ELEY
DEPUTY GOVERNOR
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

July 18, 2024
Revised August 20, 2024

Ms. Laura Petreszyn
Johnson, Mirmiran & Thompson, Inc.
40 Wight Ave.
Hunt Valley, MD 21030

Subject: Evaluation of Consultant Pre-qualification Form
(DT-0330 Revised 08/09)

Dear Ms. Petreszyn:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on July 15, 2024. 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 18, 2024**:

Administrative
Archeologist
Architect
CADD Technician
Civil Engineer
Computer Programmer
Construction Inspector
Construction Manager
Electrical Engineer
Environmental Scientist
Foundation/Geotechnical Engineer
GIS Specialist
Geologist
Interior Designer
Land Surveyor
Landscape Architect
Mechanical Engineer
Photogrammetrist
Planner: Urban / Regional
Project Manager
Sanitary Engineer
Scheduler
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 approval for these codes will come in a separate e-mail.

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.

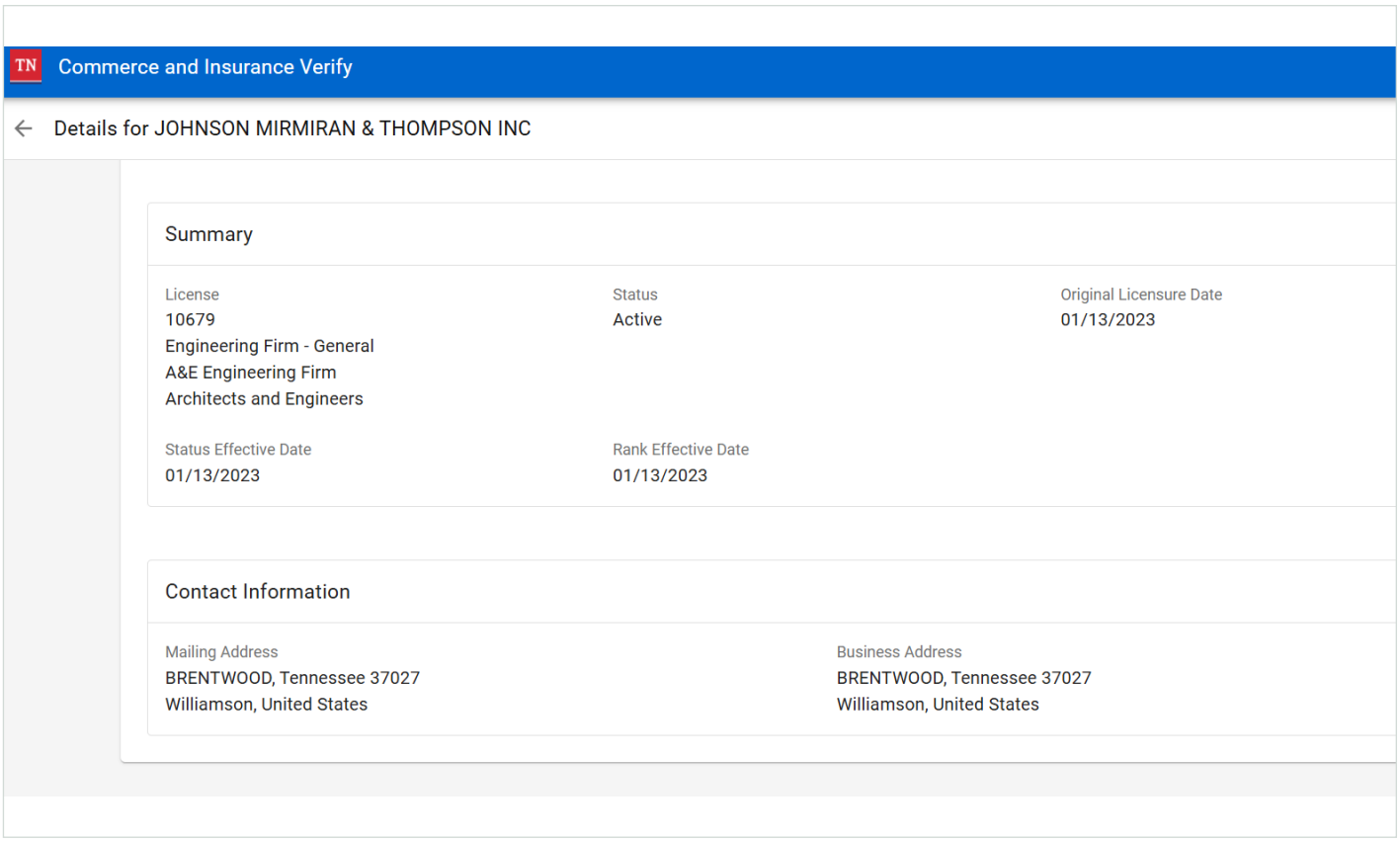
Thank you for keeping the information regarding the qualification of your firm current with us. Should you have any questions in this regard, please contact this office.

Sincerely,

Chad Schulhauser (Aug 20, 2024 08:54 PDT)

Chad Schulhauser, PE
Director
Professional Services Division

CS/MW



Commerce and Insurance Verify

← Details for JOHNSON MIRMIRAN & THOMPSON INC

Summary

License
10679
Engineering Firm - General
A&E Engineering Firm
Architects and Engineers

Status
Active

Original Licensure Date
01/13/2023

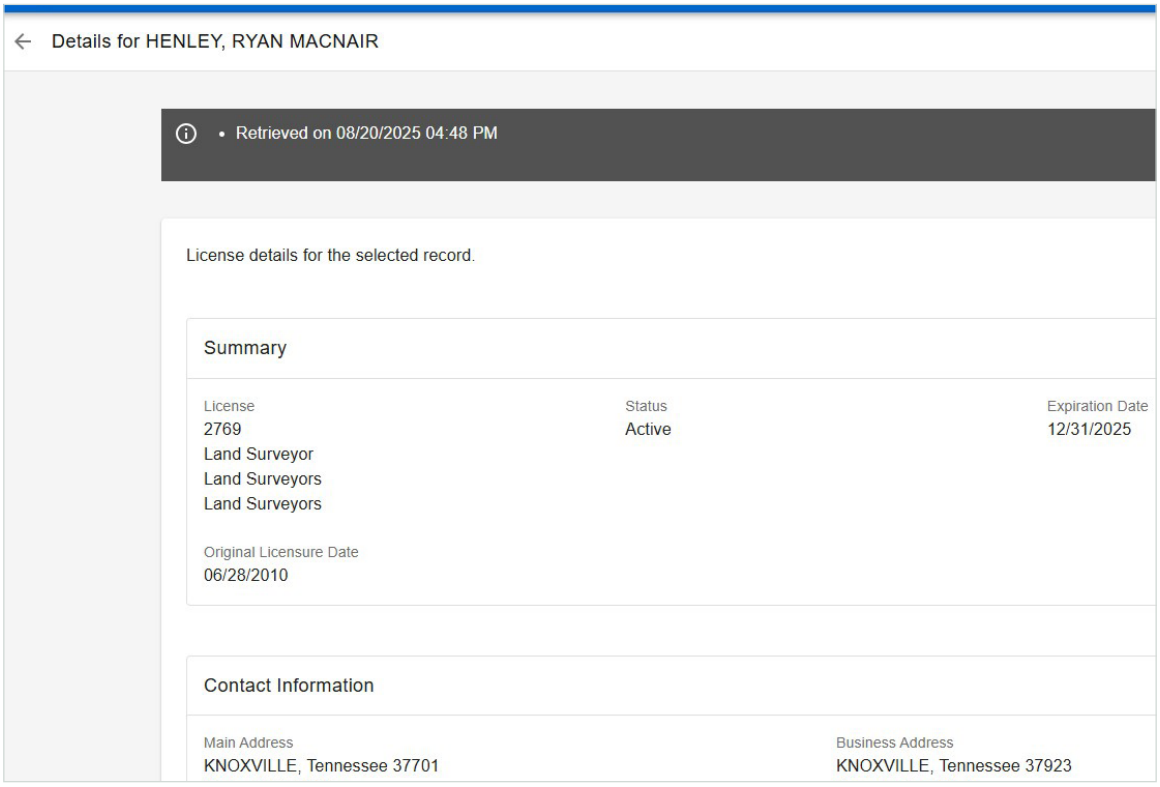
Status Effective Date
01/13/2023

Rank Effective Date
01/13/2023

Contact Information

Mailing Address
BRENTWOOD, Tennessee 37027
Williamson, United States

Business Address
BRENTWOOD, Tennessee 37027
Williamson, United States



← Details for HENLEY, RYAN MACNAIR

• Retrieved on 08/20/2025 04:48 PM

License details for the selected record.

Summary

License
2769
Land Surveyor
Land Surveyors
Land Surveyors

Status
Active

Expiration Date
12/31/2025

Original Licensure Date
06/28/2010

Contact Information

Main Address
KNOXVILLE, Tennessee 37701

Business Address
KNOXVILLE, Tennessee 37923

ETS

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES DIVISION
SUITE 500, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402

BUTCH ELEY
DEPUTY GOVERNOR
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

December 13, 2024

Ms. Rebecca Smock
Engineering & Testing Solutions, LLC
1526 Coleman Road
Knoxville, TN 37909

Subject: Evaluation of Consultant Pre-qualification Form
(DT-0330 Revised 08/09)

Dear Ms. Smock:

The Department has completed an evaluation of your firm's Consultant Pre-Qualification Form DT-0330 received on December 12, 2024. 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 13, 2024**:

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,

Chad Schulhauser (Dec 13, 2024 09:58 CST)

Chad Schulhauser, PE
Director
Professional Services Division

CS/MW

TN Commerce and Insurance Verify

← Details for ENGINEERING & TESTING SOLUTIONS LLC

Summary

License
3570
Engineering Firm - General
A&E Engineering Firm
Architects and Engineers

Status
Active

Status Effective Date
04/03/2000

Rank Effective Date
04/03/2000

Contact Information

Main Address
SEVIERVILLE, Tennessee 37864
Sevier, United States

Business Address
KODAK, Tennessee 37764
Sevier, United States

← Details for SMOCK, CHAD BRIAN

Summary

License
108354
Professional Engineer
A&E Engineer
Architects and Engineers

Status
Active

Expiration Date
06/30/2027

Original Licensure Date
06/18/2003

Contact Information

Main Address
KODAK, Tennessee 37764
Sevier, United States

Place of Employment
KNOXVILLE, Tennessee 37909
Knox, United States

Modifiers

Other
Civil Engineering

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

Scope of AASHTO Accreditation for:

Engineering & Testing Solutions, L.L.C.
in Knoxville, Tennessee, USA

Quality Management System

Standard:		Accredited Since:
R18	Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	04/28/2020
D3740 (Soil)	Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	08/14/2023
E329 (Soil)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	08/14/2023

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

Scope of AASHTO Accreditation for:

Engineering & Testing Solutions, L.L.C.
in Knoxville, Tennessee, USA

Soil

Standard:		Accredited Since:
D421	Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	04/28/2020
D698	The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	04/28/2020
D1140	Amount of Material in Soils Finer than the No. 200 (75-µm) Sieve	04/28/2020
D2216	Laboratory Determination of Moisture Content of Soils	04/28/2020
D4318	Determining the Liquid Limit of Soils (Atterberg Limits)	04/28/2020
D4318	Plastic Limit of Soils (Atterberg Limits)	04/28/2020

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

PART III: GENERAL QUALIFICATIONS OF THE FIRM

Work Qualifications and Capabilities of the Firm

Addressing Section 3.1

RK&K has established itself as a leader in Program Management, Construction Management, and CEI services throughout the Southeast, Southcentral, and Mid-Atlantic regions of the United States, with a history spanning over 100 years. The firm employs a diversified construction management staff that includes qualified engineers, project managers, construction managers, project control specialists, inspectors, erosion and sediment control professionals, and utility coordinators capable of addressing all tasks for this project.

Recording All Details and Quantities in a Daily Inspection Report | RK&K has a robust system in place for recording all details and quantities in their daily inspection reports, known as Inspector Daily Reports (IDRs). These reports are an integral part of their construction inspection process and are completed daily using RK&K's Contract and Construction Management Software (CCMS). Each IDR captures essential information, including the inspector's time, site conditions, work crew activities, labor, equipment usage, and any applicable remarks such as potential delays.

This comprehensive documentation not only helps track project activities and manage progress but also serves as a critical tool for generating monthly Progress Pay Estimates based on the pay item usage recorded in the IDRs. The reports are reviewed by designated personnel, ensuring accuracy and thoroughness, while tags can be added for easy retrieval of related information.

Additionally, RK&K's inspectors complete various other necessary reports, such as materials received reports and paving reports, further enhancing the clarity and completeness of project documentation. This meticulous approach to daily reporting ensures that all aspects of the construction process are well-documented and easily accessible for review and analysis.

Reviewing and Approving Pay Applications | RK&K has extensive experience in reviewing and approving pay applications for construction projects, particularly those administered on a lump sum basis. Our process begins with a thorough understanding of the contractor's schedule of values, which is essential for evaluating the scope of work completed. RK&K ensures that all materials invoices, tickets, and certifications are submitted in compliance with the project requirements before approving any payment applications. This meticulous approach prevents the issuance of payments for materials that lack proper documentation and testing, thereby avoiding reimbursement conflicts.

The team conducts detailed reviews of progress estimates, which include a breakdown of funding sources and confirmation that all project-specific requirements, such as environmental commitments and compliance with the Buy America provisions, have been met.

Additionally, RK&K utilizes a structured approach to manage payment requisitions, ensuring that all necessary documentation is attached to the final estimate submitted for payment to the contractor. Our commitment to thoroughness and compliance with regulations ensures efficient processing and management of contractor payments, ultimately contributing to the successful financial management of construction projects.

Performing All Necessary Environmental Inspections | RK&K has over 50 years of experience in providing comprehensive environmental inspections across a variety of projects, ensuring compliance with environmental regulations and standards. Our team of trained and certified inspectors specializes in erosion and sediment control, stormwater management, and water quality inspections. RK&K's inspectors are adept at monitoring contractors' adherence to approved Stormwater Pollution Prevention Plans (SWPPP) and Erosion and Sediment Control Plans, ensuring that all inspection records are meticulously maintained. They conduct regular site visits to evaluate compliance, identify deficiencies, and recommend corrective actions to mitigate any environmental impacts.

Additionally, RK&K's inspectors are involved in the preparation and submission of necessary environmental permits, coordinating with agencies such as the U.S. Army Corps of Engineers (USACE) and state environmental departments. This extensive experience enables RK&K to effectively manage environmental risks, promote regulatory compliance, and deliver projects that align with sustainable practices and community standards.

About RK&K | RK&K has a long-standing history in providing CEI services, **dating back over 100 years.** The firm has been involved in numerous public works projects, including roadways, pedestrian and roadway bridges, and various infrastructure improvements in multiple states including Tennessee, Virginia,

and North Carolina. RK&K has developed a robust construction management and inspection team, which is recognized as one of the largest and most credentialed in the Southeast and Mid-Atlantic region.

The firm boasts a robust team of more than 1,900 professionals, including over 700 construction management professionals dedicated to delivering high-quality CEI services. Our commitment to quality is underscored by a rigorous quality assurance and quality control process, which includes the complete lifecycle of administering a TDOT Local Programs or Local Agency project from pre-construction meetings to final inspection and list items. This extensive expertise and a proven track record of successful project delivery position RK&K as a trusted partner for CEI work, capable of meeting the unique needs of clients and stakeholders.

Americans with Disabilities Act (ADA) Compliance | RK&K is

dedicated to designing projects that are safe, creative, inclusive, accessible, and meet the needs of all members of the public. Our experience includes addressing and successfully implementing ADA requirements on a variety of project types, including urban streetscapes where unique planning and construction methods may be used to safeguard pedestrians, while still making a positive community impact. We stay current with the latest pavement marking technology, signal technologies, and materials required by the state, state jurisdictions, and ADA guidelines.

For example, under our contract with TDOT for the City of Livingston, a **key project feature is approximately 11,000 square feet of new concrete and brick sidewalks designed to meet ADA standards.**

Pedestrian Bridge Construction | Our approach to pedestrian bridge construction integrates innovative engineering solutions with a focus on context-sensitive design, enhancing both functionality and aesthetic appeal in the surrounding environment. We have firm-wide experts that are specialized in the design and construction of pedestrian bridges, ensuring that projects are executed with a high level of technical proficiency and innovative solutions. Notably, these include the Chatham Street Streetside Trail in Cary, NC, which features a pedestrian bridge over a tributary to Swift Creek; a pre-fabricated pedestrian bridge over Interstate 40 as part of a design-build project for the North Carolina Department of Transportation (NCDOT); and locally, the Morristown Overhead Sidewalk/Bridge repair project.

Rendering of the Chatham Street Bridge

Construction of Sidewalk | RK&K has extensive experience in sidewalk construction throughout Tennessee, demonstrating a strong commitment to enhancing pedestrian infrastructure across the state. The firm has successfully managed numerous sidewalk projects, including the Turkey Creek Greenway Trail in Morristown, which features nearly 2,000 feet of a 10-foot-wide multimodal asphalt-paved path, along with crosswalks and signal system replacements. This project not only improved pedestrian and bicyclist movement but also ensured compliance with the ADA.

RK&K's expertise encompasses a wide range of services related to sidewalk construction, including design and CEI services. Our team is well-versed in navigating the complexities of local and federal funding requirements, having completed many projects funded through grants from TDOT and other agencies. We emphasize collaboration with local municipalities to identify site constraints and develop effective solutions that enhance safety and accessibility for all users.

Local Programs Projects Experience

RK&K has been partnering with TDOT since opening our Nashville office in 2019. The majority of our key personnel included have career-spanning relationships with TDOT staff from on-call and project-specific contracts, working with the Roadway, Structures, Environmental, Traffic Operations, Strategic Transportation Investment, and Material and Test Divisions.

Our current LP projects include:

City of Morristown | Master Professional Service Agreement, Task: Turkey Creek Greenway Trail
City of Chattanooga | State Route 58 Bicycle and Pedestrian Facility Phase 2
Eastern Federal Lands Highway Division | Great Smoky Mountains National Park Foothills Parkway Improvement
City of Livingston | Courthouse Streetscape

What our clients are saying...

"Thank you again for your cooperation and thanks to the RK&K staff assigned to the NP-FOOT 8G16-8H10, Foothills Parkway Rehab project. They have been some of the most knowledgeable and technically proficient CEI staff I have worked with. Their diligence, attention to detail, and professionalism have made them indispensable additions to the FHWA, Eastern Lands Division."

– Mitch King, Former EFLHD Project Engineer
August 12, 2022

Key Personnel and Licensed Professionals

We will have six licensed professional assigned to this project, and two support personnel, as featured below. Additional firm-wide resources from each firm will be available, as-needed.

Key Personnel

Jeremiah Davis, PE, CPESC, PLSIT

- Role: Project Delivery Leader and Primary Contact
- Years Performed Services for Civil Engineering Design: 21
- Licenses/Certifications: Professional Engineer TN #113334; Licensed Surveyor-in-Training TN #2826; Certified Professional in Erosion and Sediment Control (CPESC); TDOT Technician #2863; TDOT Local Programs Construction Engineering and Inspection; TDOT Site Manager

Derrick Queen, CMIT

- Role: Quality Assurance Field Manager
- Years Performed Services for Civil Engineering Design: 20
- Licenses/Certifications: Construction Manager-in-Training (CMIT) #289004; TDOT Technician #4629; 10-Hour OSHA Construction Safety; TDEC Levels 1 and 2; HMA Certified Roadway Inspector; Asphalt Plant Technician; Concrete Field Technician/ACI Grade 1; Nuclear Gauge Field Technician; Aggregate Certified Technician; Work Zone Traffic Control Flagging

Mike Rodgers, CCM

- Role: Construction Manager
- Years Performed Services for Civil Engineering Design: 31
- Licenses/Certifications: Certified Construction Manager #28691; TDOT Technician #1173; TDOT Certified Concrete Field Technician; TDOT Asphalt Certified Roadway Technician

Billy Goins

- Role: CEI Senior Inspector
- Years Performed Services for Civil Engineering Design: 28
- Licenses/Certifications: TDOT Technician #1537; 10-Hour OSHA Construction Safety; TDEC Level 1; Hot Mix Asphalt (HMA) Certified Roadway Inspector; Asphalt Plant Technician; Concrete Field Technician; Aggregate Certified Technician; Nuclear Gauge Field Technician; Asphalt Mix Design Methods; Certified Concrete Mix Design Technician; Work Zone Traffic Control/Flagging

Ryan Henley, RLS

- Role: Survey Lead
- Years Performed Services for Civil Engineering Design: 20
- Licenses/Certifications: Registered Land Surveyor TN #2769; Land Surveying Principles and Practices

Chad Smock, PE

- Role: Laboratory Testing
- Years Performed Services for Civil Engineering Design: 25
- Licenses: Professional Engineer, TN: #108354; TN Erosion Prevention and Sediment Control, Level; ACI Level I Field Testing Concrete I; OSHA 10-hour course Construction Safety and Health

Support Staff

Tony Roe

- Role: Construction Inspector
- Years Performed Services for Civil Engineering Design: 46
- Licenses/Certifications: TDEC Erosion Prevention & Sediment Control Level II; TDOT Soils and Aggregate Technician; TDOT Concrete Field Testing Technician; Nuclear Gauge Safety Certification; International Municipal Signal Association (IMSA) Work Zone Temporary Traffic Control Technician

Zachary Looney, EI

- Role: Laboratory Testing Support
- Years of Experience: 3
- Licenses/Certifications: Engineering Intern (EI); ACI Level I Concrete Testing

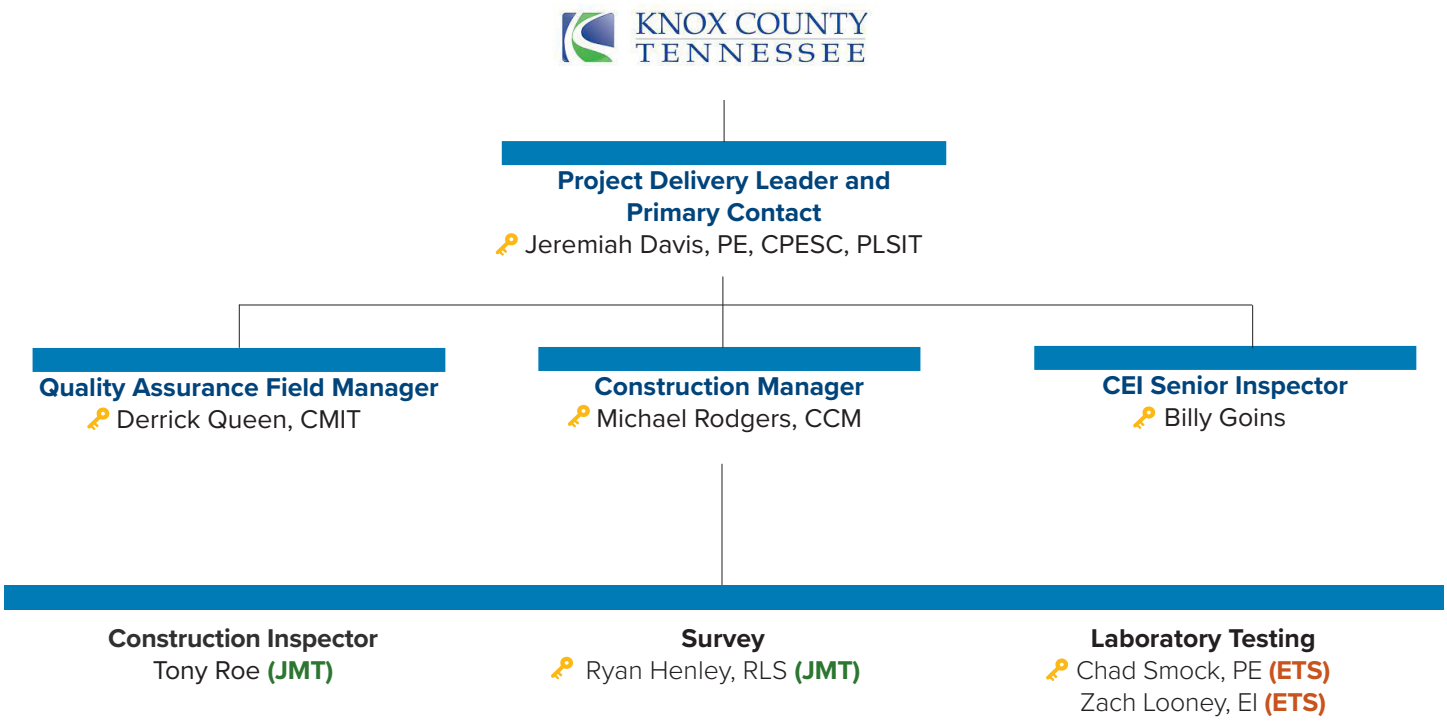
PART IV: KEY PERSONNEL ASSIGNED TO THE PROJECT

Organization Chart

RK&K has strategically formed our team to provide the County with the expertise and experience needed to successfully complete the Gibbs Pedestrian Bridge project. The organization chart below illustrates the overall team structure.

LEGEND

Key Staff
ETS = Engineering & Testing Solutions, LLC
JMT = Johnson, Mirmiran & Thompson, Inc.



Subconsultants

Johnson, Mirmiran & Thompson, Inc. (JMT) will provide survey and inspection services. They are a national leader in delivering transportation infrastructure improvements for federal, state, and local agencies. Their CEI services encompass a full spectrum of construction oversight responsibilities, including monitoring construction practices and schedules; verifying compliance with project specifications and regulatory standards; managing detailed documentation and reporting throughout the construction lifecycle; supporting pavement management strategies; and monitoring for environmental regulations and best practices.

Their surveyors are deeply experienced in supporting transportation, utility, and site development projects. They routinely perform utility location surveys, environmental mapping, and detailed site reconnaissance to document existing conditions with precision.

Engineering and Testing Solutions, LLC (ETS) was formed in 1999. The firm's partners are Michael Whaley, PE and Chad Smock, PE. Both are licensed professional engineers with decades of experience providing geotechnical and construction testing services.

ETS' offices are located in Knoxville and Sevierville, Tennessee, with laboratories 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). Their 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).

Jeremiah Davis, PE, CPESC, PLSIT

Project Delivery Leader and Primary Contact

Experience

21 Years

Education

BS, Civil Engineering

AS, Pre-Engineering

Certificate, Land Surveying

Licenses/ Certifications

Professional Engineer TN #113334

Licensed Surveyor-in-Training TN #2826

Certified Professional in Erosion and Sediment Control (CPESC)

TDOT Local Program Inspection

TDOT Technician #2863

TDOT Local Programs Construction Engineering and Inspection

TDOT Site Manager

Availability

50%

Jeremiah is a Project Delivery Leader who brings a comprehensive understanding of the entire construction life cycle of roadway and bridge improvement 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 and bridge 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.

Project Experience

Knox County | On-Call CEI Services, Knox County, TN: As project/contract 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.

City of Morristown | Master Professional Services Agreement, Task: Overhead Sidewalk/Bridge CEI, Morristown, TN: As contract manager, Jeremiah provided oversight of CEI-related services for the repair of an overhead pedestrian walkway over South Henry Street at the intersection of Main and South Henry. Services included facilitating a pre-construction meeting, inspecting proper traffic control setup/breakdown, inspecting bridge repair (including high-pressure wash, concrete repair, and texture coating), completing construction daily work reports, documenting progress/final estimates, and performing project closeout/final inspection. Services were completed within a two-week schedule.

City of Morristown | Master Professional Services Agreement, Task: Turkey Creek Greenway Trail - Phase 5, Morristown, TN: Jeremiah is the contract manager responsible for coordinating and supervising the inspection and design staff assigned; communicating with Morristown operation staff; developing cost estimates for work orders; and ensuring services are performed in accordance with Morristown expectations. As a task order under this contract, Jeremiah is currently providing TDOT Local Government oversight for the design of Turkey Creek Greenway Trail - Phase 5, a greenway/multimodal TDOT Local Programs Project in downtown Morristown.

TDOT | On-Call CEI, Task: PDB2401 Rebuild Two Nolichucky River Bridges, Washington and Greene Counties, TN: As construction manager, Jeremiah was responsible for providing full CEI oversight for the approach and bridge construction of two bridges over the Nolichucky River. The project is in response to the recent Hurricane Helene flooding damage in eastern Tennessee. This project is TDOT's first Progressive Design-Build project and consists of bridge demo, drilled shafts, river bridge construction, roadway approach reconstruction, grading, drainage, signing and striping. Jeremiah works directly with TDOT's Alternative Delivery team to ensure that all contract specifications and TDOT requirements are being met during construction and that all payment applications meet TDOT testing and certification requirements.

TDOT | Seven Islands Pedestrian Bridge, Knox County, TN: As CEI manager, Jeremiah was responsible for construction oversight and management of the contract. Other duties included communicating recommendations to TDOT and the contractor, based on site conditions, and writing reports that documented the findings of the inspections. The project consisted of constructing an 800-foot pedestrian bridge across the French Broad River and new construction of over 4,000-feet of new greenway to access the bridge and portions of Seven Island State Park. Project included multi-sized drilled shafts bridge footing within the river and multiple permitting requirements had to be maintained during the construction of this project.

Derrick Queen, CMIT

Quality Assurance Field Manager

Derrick is a Construction Manager with vast experience in roadway and bridge construction. He is fully TDOT-certified and can serve in multiple roles. Derrick serves as RK&K's Tennessee CEI quality assurance manager, providing quality training to Tennessee CEI staff. He communicates exceptionally well between contractors and TDOT and has the experience to support this project.

Experience

20 Years

Education

AS, Welding Degree

Licenses/ Certifications

Construction Manager-in-Training (CMIT) #289004

TDOT Technician #4629

10-Hour OSHA Construction Safety

TDEC Levels 1 and 2

HMA Certified Roadway Inspector

Asphalt Plant Technician

Concrete Field Technician/ACI Grade 1

Nuclear Gauge Field Technician

Aggregate Certified Technician

Work Zone Traffic Control Flagging

Availability

As Needed

Project Experience

Knox County | On-Call CEI Services, Knox County, TN: Derrick is providing QA/QC oversight for this contract with Knox County to provide on-call services ranging from asphalt paving, storm drainage, signalization, and environmental inspections.

City of Morristown | Master Professional Services Agreement, Task: Overhead Sidewalk/Bridge CEI, Morristown, TN: Derrick provided QA/QC oversight to repair an overhead pedestrian walkway over South Henry Street at the intersection of Main and South Henry, which was damaged by a vehicular impact. Services included facilitating a pre-construction meeting; inspecting proper traffic control setup/breakdown; developing repair plans and special provisions; assessing structural integrity; inspecting bridge repair (including high-pressure wash, concrete repair, and texture coating); completing construction daily work reports; documenting progress/final estimates; and performing project closeout/final inspection.

TDOT | On-Call CEI, Task: PDB2401 Rebuild Two Nolichucky River Bridges, Washington and Greene Counties, TN: Derrick is providing full QA/QC oversight for the approach and bridge construction of two bridges over the Nolichucky River. The project is in response to the recent Hurricane Helene flooding damage in eastern Tennessee. This project is TDOT's first Progressive Design-Build project and consists of bridge demo, drilled shafts, river bridge construction, roadway approach reconstruction, grading, drainage, signing and striping.

TDOT | I-75 Interchange and Hamilton Place Boulevard CEI, Hamilton County, TN: As EPSC inspector, Derrick is responsible for performing weekly EPSC inspections during construction and ensuring compliance with environmental permits and the Environmental Compliance Plan. RK&K is the lead designer for this 4.8-mile 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. 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 (ROW) services; as-built engineering; quality control construction inspections; and review and response to submittals and requests for information.

TDOT | Hamilton Place CEI, Chattanooga, TN: As alternate construction manager, Derrick provided management duties in the absence of RK&K's full-time construction manager. RK&K is providing CEI services for the grading, drainage, construction of interstate bridges and retaining walls, Intelligent Transportation System (ITS), signals, and paving with portland cement concrete on I-75 at the Hamilton Place Mall Interchange and adjoining Hamilton Place Boulevard intersection. This 1.7-mile interstate project will include new construction of three interstate bridges ranging in length from 225 feet to 1,414 feet. The project includes 11 retaining and noise walls adjacent to I-75, corresponding overhead signage, and ITS deployment along the project corridor.

Mike Rodgers, CCM

Construction Manager

Michael offers extensive experience delivering and managing complex projects that include traffic control, signing inspection and verifications, utility installation and modifications, roadway construction, bridges, retaining walls, and accelerated construction.

Experience

31 Years

Education

High School Graduate

Licenses/ Certifications

Certified Construction Manager #28691

TDOT Technician #1173

TDOT Certified Concrete Field Technician

TDOT Asphalt Certified Roadway Technician

TDOT Local Program Inspection

Availability

100%

Project Experience

Knox County | On-Call CEI Services, Task: West Emory Road Widening CEI, Karns, TN: Michael is serving as the construction manager for the widening and roadway improvements for West Emory Road in Knoxville. He is responsible for facilitating progress meetings, utility conflict resolution, quantity tracking and monthly pay applications, and maintaining positive stakeholder relations. He has been instrumental in conducting utility meetings to ensure all utilities (overhead electric, gas, water, and communications) are meeting the project schedule for on time completion of the project.

Knox County | On-Call CEI Services, Task: Campbell Station and Fretz CEI, Farragut, TN: Campbell Station and Fretz CEI, Farragut, TN: As construction manager, Michael is responsible for managing and overseeing the CEI staff, conducting progress meetings, compiling estimates, and communicating with Knox County staff. The project consists of widening from a two-lane road to a three-lane road by adding a center turn lane with curb and sidewalks, storm drainage, grading, stone base, asphalt paving, and gas line installation. He has been instrumental in conducting utility meetings to ensure that all utilities (overhead electric, gas, water, and communications) are meeting the project schedule for on time completion of the project.

TDOT | 2024 On-Call Construction Engineering and Inspection, Task: Crossville ASA Support, Crossville, TN: As construction manager, Michael was responsible for reviewing project records and plans on various TDOT projects assigned to the Crossville Construction Office. Multiple projects involved utility relocation and payment, roadway and bridge construction, ITS deployment, and traffic signalization.

TDOT | 2022 Region 2 CEI On-Call (E2426), TDOT Region 2, TN: Michael served as the construction manager for CEI services on various construction projects to include bridge inspection, Erosion Sediment and Pollution Control (ESPC) inspection, ITS inspection, utility coordination, surveying, materials testing, coatings inspection, CPM schedule review, and related administrative assistance. He was tasked with managing the Cleveland TDOT Construction Office for multiple events. During this time, Michael provided project management and utility coordination on multiple projects throughout District 2.

Work Prior to Joining RK&K:

TDOT | Widening of US Highway. 27 (SR 29) I-24 to Olgiati Bridge, Chattanooga, TN: Michael served as a construction project manager on the improvements of I-124 and SR 29 including the widening of the Olgiati Bridge. The project included extensive roadway widening, construction of bridges, extensive retaining walls, interchange modifications and drainage improvements in downtown Chattanooga. Michael provided assignments and oversight of all inspection staff on the project in addition to reviewing and approving all field-related activities and documentation.

TDOT | Caine Lane from Shallowford Road to North of Creekwood Terrace Lane in Chattanooga, Hamilton County, TN: Michael served as project/construction manager for this TDOT LP project, which included construction of new sidewalks, curbs, drainage improvements, erosion control, and traffic control. Michael provided oversight of the inspection staff and reviewed and approved field related documentation. Additional duties included conducting routine progress meetings and review of change orders, RFIs, and submittals.

Billy Goins

CEI Senior Inspector

Billy is a senior construction inspector in RK&K's Knoxville, Tennessee, construction management group. Prior to RK&K, Billy worked for the TDOT as a technician supervisor responsible for the inspection of materials being used on construction projects. He also managed the materials and test laboratory in Region 1 for 14 years and is experienced working with materials to be used on State and federally-funded projects. Billy led training for new inspectors and taught many technical classes to TDOT inspectors, CEI, and outside government agencies. He served on the Materials and Test Committee team and Special Provision Committee and was a nominee for Employee of the Year in 2010 for his region.

Experience

28 Years

Education

AAS, Electronics Engineering Technology

Licenses/ Certifications

TDOT Technician #1537

10-Hour OSHA Construction Safety

TDEC Level 1

HMA Certified Roadway Inspector

Asphalt Plant Technician

Concrete Field Technician

Aggregate Certified Technician

Nuclear Gauge Field Technician

Asphalt Mix Design Methods

Certified Concrete Mix Design Technician

Work Zone Traffic Control/Flagging

Availability

100%

Project Experience

Knox County | West Emory Road Widening CEI, Knox County, TN: Billy is responsible for daily inspection services, including materials sample and testing of aggregate, concrete, asphalt, etc.; erosion control inspections; traffic control inspections; and contractor communication. The project consists of widening from a two-lane road to a three-lane road by adding a center turn lane with curb and sidewalks, storm drainage, grading, stone base, asphalt paving, and a box culvert.

Knox County | On-Call CEI Services, Task: Campbell Station and Fretz CEI, Farragut, TN: Billy is responsible for daily inspection services, including materials sample and testing of aggregate, concrete, asphalt, etc.; erosion control inspections; traffic control inspections; and contractor communication. The project consists of widening from a two-lane road to a three-lane road by adding a center turn lane with curb and sidewalks, storm drainage, grading, stone base, asphalt paving and gas line installation.

City of Knoxville | Rock Pointe Intersection Improvements CEI, Knox County, TN: As construction inspector, Billy is responsible for monitoring daily work activity and tracking quantities for reimbursement by the City on installed items. 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 | Seven Islands Pedestrian Bridge, Knox County, TN: Billy served as TDOT Region 1's Material and Test Supervisor and was responsible for ensuring all materials used for bridge and roadway construction met all federal and state testing requirements. The project consisted of constructing an 800-foot pedestrian bridge across the French Broad River and new construction of over 4,000-feet of new greenway to access the bridge and portions of Seven Island State Park. The project included multi-sized drilled shafts bridge footing within the river and multiple permitting requirements had to be maintained during the construction of this project.

TDOT | SR 63 (General Carl W. Stiner Highway) Environmental Services During Construction, TN: Billy is the EPSC inspector/representative responsible for representing the prime contractor and attending any meetings on behalf of the prime contractor where EPSC or any environmental issues will be discussed. These meetings include pre-construction meetings, on-site meetings with regulators, twice-weekly EPSC inspections, and monthly QA/QC environmental oversight visit inspections per the project SWPPP, permitting requirements, and site observations. This 11-mile road widening project consists of the grading, drainage, construction of a concrete box bridge, and paving on SR 63 from near Frontier Road/Woodson Lane in Campbell County to Hall Lane in Claiborne County. The project includes project stream mitigation, multiple permit impacts to streams and wetlands, environmental commitments compliance, and coordination with multiple environmental regulators.

Ryan Henley, RLS

Survey Lead

Ryan brings 20 years of relevant experience to the team. He now serves as the Knoxville Office Leader and Project Manager on ROW, CEI, Survey, and Subsurface Utility Engineering (SUE) projects. His education, experience and professional skills are an asset to the project team. Ryan will be the Program Manager and the Survey Lead on this contract.

Experience

20 Years

Education

BS, Construction Management

AS, Civil Engineering

Licenses/ Certifications

Registered Land Surveyor TN #2769

Land Surveying Principles and Practices

Availability

30%

Project Experience

Knox County | On-Call Survey Services, Knoxville, TN: Ryan served as the project manager for this endeavor. JMT provided on-call survey services throughout Knox County. JMT was selected based on their ability to complete tasks on short notice and the ability to provide multiple resources utilizing the latest equipment and technology. Survey services included construction support and topographic and boundary services.

City of Knoxville | Jackson Avenue Ramps, Knoxville, TN: Ryan was the project manager for this project which consisted of replacing the ramps that connect Jackson Avenue with the new Gay Street Viaduct, while retaining the ramps' existing typical section. The project demolished the existing elevated Jackson Avenue ramps on either side of the Gay Street Overpass, rebuilt the ramp support structures, relocated and realigned the aboveground and underground utilities, and replaced ground-level features under the ramp. The project replaced the two-lane structure in kind (two-lane structure), and incorporated new sidewalks on the south side of the street, along with street lighting and underground utilities.

TDOT | SR-115 (US-129 Alcoa Highway), Knox County, TN: Ryan is the office leader and project manager. JMT is providing survey, ROW, and construction plans to TDOT for the realignment of SR-115 from Maloney Road to Woodson Drive. The project length is approximately 1.7 miles. The scope of work includes a roadway realignment, from four to eight lanes with an adjacent greenway; two roundabouts; three interchange grade crossings; a center barrier wall; frontage roads along the commercial area; and 17 side roads. This roadway is responsible for moving traffic efficiently throughout the region, particularly between the City of Alcoa and the City of Knoxville.

City of Knoxville | Urban Wilderness Gateway, Knoxville, TN: As the survey lead, Ryan was responsible for all survey tasks throughout construction for a new entrance into the Urban Wilderness along the James White Parkway corridor. This entrance included park amenities, parking accommodations, and comfort/restroom accommodations. Modifications to the Parkway transportation facilities allowed the area to function as a linear park with pedestrian and bicycle amenities. The JMT team determined and designed the necessary changes to the facilities on James White Parkway, which considered vehicle, pedestrian, and bicycle traffic flow, and the planning and development of the linear park and gateway entrance into the Urban Wilderness.

Tennessee Valley Authority (TVA) | On-Call Survey Contract, Nashville, TN: Ryan served as the program manager for this on-call land surveying services contract for the TVA throughout their seven-state service area. Survey tasks included providing a crew and crew members for control construction staking, bathometric surveys, boundary surveys, and as-built surveys; providing a Registered Land Surveyor to perform calculations, computations, direct supervision of surveys; and serving as a subject matter expert. JMT has continued to renew this contract for over 10 years.

City of Knoxville | Cumberland Avenue Streetscapes, Knoxville, TN: Ryan was the project manager for survey, SUE, ROW, and CEI. He was responsible for the initial survey for design, acquiring ROW and supervising the construction of new roadway, sidewalks, hardscapes, plantings, and utilities near downtown Knoxville. This project was a unique challenge due to the congestion in the area and the age of all existing known and unknown underground utilities.

Chad Smock, PE

Laboratory Testing

ETS

Experience

25 Years

Education

BS, Civil Engineering

Certifications/ Licenses

Professional Engineer, TN: #108354

ACI Level I Field Testing Concrete

TN Erosion Prevention and Sediment Control Level I

OSHA 10-hour Course Construction Safety and Health

Availability

As Needed

Chad 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. Chad 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. His typical reports include sinkhole remediation recommendations, site preparation recommendations, typical flexible and rigid pavement sections, soil parameters, and foundation recommendations.

Project Experience

City of Sevierville | 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. Chad was the engineer of record for ETS on this project. ETS also provided concrete testing services during bridge abutment construction.

City of Alcoa | Pistol Creek Greenway, Alcoa, TN: ETS provided geotechnical drilling support for this project. Chad coordinated drill rig activities with the on-site crew. The 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.

City of 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. Chad was involved in the selection process and ultimately provided design drawings for the system to be issued for bid.

City of Knoxville | Third Creek Greenway Slope Repair, Knoxville, TN: ETS provided geotechnical drilling support for this project. Chad coordinated drill rig activities with the on-site crew. The 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.

City of Loudon | Greenway, Loudon, TN: Chad served as project manager for this project in which ETS providing quality control testing. ETS services consisted of subgrade evaluations, and testing of basestone, concrete, and asphalt.

PART V: CURRENT PROJECTS AND WORKLOAD

Current or Past Projects That Are Similar In Size and Scope

Knox County CEI Services

Knox County, TN

Owner: Knox County Engineering and Public Works

Client Representative: Chris Sivyer | 865.215.5800

Initial Budget: Varies Per Task Order

Final Cost: Varies Per Task Order

Start Date: Varies Per Task Order

Completion Date: Varies Per Task Order

RK&K is the prime consultant, providing on-call CEI inspection services (including grading, paving, traffic control, ADA compliance, and stormwater) to ensure all work performed by various contractors conforms to Knox County, TDOT, and FHWA policies and procedures. This effort includes recording all details/quantities in a daily inspection report, reviewing/approving pay applications, and performing all necessary environmental inspections. To date, RK&K has completed several projects for the County, including:

Murphy Road Improvements: 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. The construction value was $406,000, and the project was completed in the Summer of 2023.

Proposed Intersection Improvements at North Campbell Station Road and Fretz Road: RK&K is responsible for managing and overseeing the project, conducting progress meetings, compiling estimates, and communicating with Knox County staff. The project consists of widening from a two-lane road to a three-lane road by adding a center turn lane with curb and sidewalks, storm drainage, grading, stone base, asphalt paving, and gas line installation. The construction value is $1.7 million, and the estimated completion is the Fall of 2025.

West Emory Road Widening CEI: The project consists of widening from a two-lane road to a three-lane road by adding a center turn lane with curb and sidewalks, storm drainage, grading, stone base, asphalt paving, and a box culvert. The construction value is $2.4 million, and it is estimated to be completed in the Winter of 2025.

On-Call 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. RK&K performs this work order on a as-needed basis and to date has fulfilled 100% of the County's requests.

Master Professional Services Agreement

Morristown, TN

Owner: City of Morristown

Client Representative: Larry Clark | 423.581.0100

Initial Budget: Varies Per Task Order

Final Cost: Varies Per Task Order

Start Date: 6/6/2022

Completion Date: 6/30/2025

Under this three-year on-call contract, RK&K is providing consulting engineering services for various greenway/multimodal and transportation-related projects. Tasks assigned to date include:

Turkey Creek Greenway Trail-Phase 5: RK&K is leading the design and environmental services for a 0.45-mile, 10-foot-wide multi-use path along SR 343 (N. Cumberland Street/Buffalo Trail Roadway), connecting Freddie Kyle Trailhead to Davis Street via Heritage Park. The project includes **new and rehabilitated sidewalks, ADA-compliant ramps, storm drainage, signage, crosswalks, and pedestrian signals. Services include National Environmental Policy Act (NEPA)/environmental documentation, surveying, geotechnical investigation, preliminary to final design, construction plans, and bidding support**, in accordance with TDOT and City of Morristown standards.

Our team identified ways to avoid a recreational resource and Section 4(f) property, leading to reduced costs and coordination required during the preliminary environmental design and NEPA phase.

CEI Services for Overhead Sidewalk/Bridge Repair: RK&K also provided both design and CEI-related services for the **repair of an overhead pedestrian walkway** over South Henry Street at the intersection of Main and South Henry, which was damaged by a vehicular impact. Services included facilitating a pre-construction meeting; inspecting proper traffic control setup/breakdown; developing repair plans and special provisions; assessing structural integrity; inspecting bridge repair (including high-pressure wash, concrete repair, and texture coating); completing construction daily work reports; documenting progress/final estimates; and performing project closeout/final inspection.

Important components of these projects include:

ADA Compliance: These tasks aim to improve pedestrian and bicyclist movement by adding new ADA-compliant sidewalks and curb ramps, along with overall storm drainage improvements within the corridor limits.

Traffic Improvements: Enhancements under this contract will also include improvements for crosswalk striping, signage, pedestrian signals, and signalization upgrades at two major intersections within the corridor.

The **project aligns with previous experience in managing similar TDOT LP projects**, demonstrating RK&K's capability in delivering effective solutions for community infrastructure needs. The focus on ADA compliance and multimodal transportation reflects current best practices in urban planning and public safety.

Livingston Courthouse Streetscape Project

Livingston, TN

Owner: City of Livingston (TDOT Local Program Project Federal Highway Administration Agency)

Client Representative: Lori Elder Burnett | 931.823.1269

Initial Budget: $1.49 million

Final Cost: To Be Determined

Start Date: June 2025

Completion Date: Est. November 2025

RK&K is providing construction management, inspection, and project administration services **following TDOT Local Program guidelines for streetscape improvements** surrounding the Overton County Courthouse in the historic downtown square. The project consists of approximately 11,000-square feet of new concrete and brick sidewalks **designed to meet ADA accessibility standards.**

Additional enhancements include **new pedestrian lighting, benches, landscaping, flagpoles, and the re-installation of war memorials.** The project is located entirely within the historic courthouse square, requiring close coordination with the City of Livingston and local stakeholders to maintain community access and preserve the character of the district.

RK&K's services include materials testing, traffic control inspections, administrative reporting, and daily work reports documenting contractor performance and pay quantities. RK&K is coordinating with the City and the project designer to manage work activities and maintain project delivery.

On-Call CEI, Task: PDB2402 Rebuild Nolichucky River Bridges

Washington and Greene Counties, TN

Owner: TDOT

Client Representative: Thomas Bruce | 423.616.3003

Initial Budget: $56.5 million

Final Cost: $54.6 million

Start Date: 10/4/2024

Completion Date: 7/31/2025

As part of the 2024 Region 2 CEI On-Call Contract, RK&K was selected to provide project-specific CEI services for the emergency rebuild of two bridges located over the Nolichucky River. Both the SR 81 (Washington) and SR 107 (Greene) bridges are being inspected per TDOT specifications and requirements. RK&K is **providing inspection services that include bridge and roadway features, cut/fill operations, stormwater installation, utility inspections, contract compliance, erosion prevention and sediment control (EPSC), construction field surveying, density testing, concrete testing, administrative assistance, and construction management.** This project is being managed through TDOT Region 1 Alternative Delivery.

Project features include the following:

- Due to the schedule of the project, inspection staff are working seven days a week to complete the project on time.
- This was TDOT's first Progressive Design-Build project.
- SR 81's previous bridge structure was approximately 343' long and 34'-6" wide. The new proposed structure is approximately 470' long and 33'-3" wide.
- SR 107's previous bridge structure was approximately 593' long and 38'-8" wide. The new proposed structure is approximately 635' long and 37'-3" wide.
- Both bridges utilized drilled shaft friction piles. RK&K's team is providing Crosshole Sonic Logging (CSL) testing for TDOT.

CEI Services for SR-115 Relocated Alcoa Highway (as subconsultant to JMT)

Alcoa, TN

Owner: TDOT

Client Representative: Josh Metz | 865.594.2408

Initial Budget: $160 million

Final Cost: To Be Determined

Start Date: 2/19/2024

Completion Date: Est. 12/31/2027

JMT is serving TDOT as prime consultant and RK&K as subconsultant, providing full CEI oversight for the relocation of Alcoa Highway located in Alcoa, Tennessee. Together, the team will shift the alignment of the section referred to as "Relocated Alcoa Highway," between SR 35 (Hall Road) and South Singleton Station Road, to the east of the existing roadway. The new alignment will be a four-lane, controlled-access facility, allowing for two lanes in each direction with no signals or intersections. The newly-constructed roadway will separate local traffic from commuter through-traffic, while the existing facility will continue to provide access to local businesses.

Project features include:

- Construction of a new interchange near SR 335 (Hunt Road) to provide access to McGhee Tyson Airport West Aviation area, Hunt Road, and the City of Alcoa's planned development, Springbrook Farm.
- Construction of new interchanges at the entrance of McGhee Tyson Airport and Wright Road to provide access to the section of existing Alcoa Highway referred to as the Motor Mile. The Wright Road interchange will also provide access to Cusick Road.
- Construction of a new interchange at SR 162 (Pellissippi Parkway) to provide continuous movements between Relocated Alcoa Highway and Pellissippi Parkway, and construction of a new pedestrian greenway along sections of Hunt Road, Wright Road, and Cusick Road.

The project features six new bridges, six retaining walls, 16 box culverts, two new interchanges including one system interchange, one roundabout, traffic control signal system, street lighting, continuation of the Blount County Greenway System, expansion of the ITS system, stream relocation and mitigation, and utility relocation.

Additional Sub-consultant Projects

Cherokee Orchard Road & Roaring Fork Motor Nature Trail

Gatlinburg, TN

ETS

Owner: Great Smoky Mountains National Park (GSMNP)

Client Representative: Alan Sumeriski | 865.712.4990

Initial Budget: N/A

Final Cost: N/A

Start Date: N/A

Completion Date: N/A

Cherokee Orchard Road and the Roaring Fork Motor Nature Trail, a 10+ mile stretch of road and popular tourist destination within GSMNP, was completely redone. Part of this project required full-depth reclamation and cement treatment testing. **ETS collected samples from locations along the road by coring 8 inches below the roadway surface and retrieved the materials (asphalt, basestone and soil subgrade).** The samples were combined and mass loss tests (AASHTO T135) were performed in ETS' laboratory. Based on the test results, they were able to provide an optimum cement content for the mix used in the reconstruction of the roadway.

In addition to these services, ETS also monitored undercutting of unsuitable soils, placement of compacted fill, and performed concrete testing services.

Services Provided:

Construction Testing

- Site preparation testing
- Foundation observation
- Soil cement treatment design and testing
- Field testing of concrete masonry

Laboratory Testing

- Standard proctors
- Moisture content
- Atterberg limits
- Concrete compressive strength

Projected Workload for the Next Six Months

We've got you covered. RK&K is deeply committed to delivering high-quality projects on time and within budget, ensuring that we meet or exceed client expectations. Our collaborative environment fosters teamwork and communication, allowing us to share best practices in project management and continuously refine our processes for consistent project success. With this quality and responsiveness in mind, our key personnel are ready and available to successfully see this project to completion, as reflected in the table below.

Key Team Member	Current Project (Estimated Completion Date)
Jeremiah Davis, PE, CPESC, PLSIT	• TDOT	Livingston Courthouse Improvements (Q4 2025) • TDOT	I-75 Interchange at I-24 Phase 2 Design-Build (Q1 2026) • TDOT	Hamilton Place CEI (Q3 2027) • Knox County	On-Call CEI Services (Q4 2027) • TDOT	2024 Region 1 CEI On-Call, Subconsultant (Q1 2030) • TDOT	2025 Region 2 CEI On-Call (Q1 2030)
Derrick Queen, CMIT	• TDOT	I-75 Interchange at I-24 Phase 2 Design-Build (Q1 2026) • TDOT	Hamilton Place CEI (Q3 2027) • TDOT	Hamilton Place CEI (Q3 2027) • Knox County	On-Call CEI Services (Q4 2027)
Mike Rodgers, CCM	• Knox County	On-Call CEI Services, Task: Campbell Station and Fretz CEI (Q4 2025) • Knox County	On-Call CEI Services, Task: West Emory Road Widening CEI (Q4 2025)
Billy Goins	• Knox County	On-Call CEI Services, Task: Campbell Station and Fretz CEI (Q4 2025) • Knox County	On-Call CEI Services, Task: West Emory Road Widening CEI (Q4 2025)

PART VI: LICENSURE, INSURANCE, AND LITIGATION

TN Department of Commerce & Insurance

May 20, 2021

ATTN:BRIAN KEITH SKINNER
RK&K
8601 SIX FORKS ROAD
FORUM 1,SUITE 700
RALEIGH, NC 27615

RE: Profession and Registration Number: Engineering Firm # 6776

This will acknowledge the Board's acceptance of your updated disclosure, which authorizes your organization to engage in the practice of architecture, engineering, or landscape architecture in the State of Tennessee, in accordance with Tennessee Code Ann. §§ 62-2-601 and 62-2-602.

Please advise the Board, in writing, within sixty (60) days for any change of status or address.

For the Board,

Administrative Staff
Board of Architectural and Engineering Examiners

Board of Architectural & Engineering Examiners • 500 James Robertson Parkway • Nashville, TN 37243-1142 • Tel: 800-256-5758 or 615-741-3221 • Fax: 615-532-9410 • www.tn.gov/commerce/regboards/architects-engineers

Insurance

RUMMKLE-01 WBATESON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2025

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURED Rummel, Klepper & Kahl, LLP 700 East Pratt Street Suite 500 Baltimore, MD 21202-4919	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire Insurance Company A++ (XV) — 25615 INSURER B : Travelers Property Casualty Company of America, A++, XV — 25674 INSURER C : New Hampshire Insurance Company A XV — 23841 INSURER D : Continental Casualty Company (CNA) A, XV — 20443 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	11/1/2024	11/1/2025	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 $ 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	11/1/2024	11/1/2025	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	11/1/2024	11/1/2025	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	3/1/2025	3/1/2026	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	Professional Liab.			AEH591934472	11/1/2024	11/1/2025	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RK&K Project Number: P25-0867 - CEI Services for Gibbs Pedestrian Bridge - Project Contract Number: 3683

Knox County is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER

Knox County
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

ACORD 25 (2016/03)

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Litigation With Which the Firm Has Been Involved in the Last Five Years

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 RFQ or that could interfere with our performance of the work requested by this RFQ, 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.

Filed	Case and Party Names	Case No.	Nature of Claims	Status and Manner Resolved
8/25/2024	Elizabeth Ann Stremlau v. Lincoln Property Company Commercial, LLC; WOC, LLC; Museum of the Bible, Inc.; Red Coats, Inc.; Clark Construciton Group, LLC; Smith Group; Rummel, Klapper & Kahl, LLP	Case No. 2024-CAB-001437 Superior Court of the District of Columbia	Plaintiff slipped on the sidewalk adjacent to the Museum of the Bible in Washington D.C. The Plaintiff sued the museum, property owner, maintenance company, contractor, architect, and RK&K. Plaintiff is alleging, in part, that the that the design/construction of the building permitted water to collect on the sidewalk where she slipped and fell.	Pending
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	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 alleged that the temporary traffic design contributed to the drunk driver driving the wrong direction on I-40.	Settled
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 June 2022
5/18/2020	Arbitration demand by Delaware River & Bay Authority (DRBA) against Rummel, Klepper & Kahl, LLP (RK&K)	N/A	DRBA alleged design errors required a retrofit and redesign of the project. DRBA has also alleged errors in information provided for bid documents.	Settled October 2022

PART VII: REQUIRED ATTACHMENTS

- Knox County Insurance Checklist, Exhibit A

EXHIBIT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFQ NUMBER 3683

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	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		PROFESSIONAL LIABILITY		
YES 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	$	
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' COMPENSTATION, 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 LOI/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 and Gough **AUTHORIZING SIGNATURE:** _____

RESPONDENT'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

RESPONDENT NAME: Miriam "Mimi" Kronisch, PE, CCM **AUTHORIZING SIGNATURE:** _____

9

■ Affidavit of Compliance with Iran Divestment Act/ No Boycott of Israel, Exhibit B

EXHIBIT B
REQUEST FOR QUALIFICATIONS NUMBER 3683

AFFIDAVIT OF COMPLIANCE

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes Miriam Kronisch, PE, CCM, for and on behalf of
(*Printed name of Principal Officer of Company)*

Rummel, Klepper & Kahl, LLP, (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: Partner

Sworn to and subscribed before me, a Notary Public, this 8 day of October, 2025.

Notary Public
My Commission Expires:

June 30, 2028

ANN MARIE MCINTYRE
NOTARY PUBLIC
REGISTRATION # 7220478
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JUNE 30, 2028

PART VIII: ADDITIONAL INFORMATION

We Are Uniquely-Qualified

RK&K is uniquely-qualified to provide CEI services to the County for the Gibbs Pedestrian Bridge under the TDOT Local Program. **Our team has extensive experience successfully delivering similar pedestrian and bridge projects across Tennessee, ensuring project materials meet specification, ADA compliance, safe construction practices, and minimal disruption to the public.**

All of our staff are highly trained and routinely participate in continuing education to stay current with the latest TDOT standards, inspection techniques, and construction management best practices. We understand the requirements of TDOT Local Programs and have a proven track record of managing every aspect of CEI services, from contract administration and inspection to documentation and quality assurance. With highly experienced staff, many of whom are routinely requested by name on TDOT and municipal projects, RK&K consistently provides responsive, efficient, and reliable service.

Simply put, we know how to deliver these projects on time, within budget, and to the highest standards making us the best choice to oversee construction and ensure a successful outcome for the County. RK&K has the ability to quickly identify and address specific project challenges. Our team carefully evaluates each project to anticipate potential issues related to traffic control, pedestrian safety, utility coordination, or site-specific conditions, and develops practical solutions to keep construction on schedule and within budget. We take all aspects of the project into consideration, ensuring that nothing is overlooked.

With decades of experience on similar TDOT LP and bridge projects, chances are we have encountered and successfully resolved the challenges this project may present. The proposed staff for the County project is highly knowledgeable in managing the day-to-day operations of pedestrian and bridge projects. We leverage the latest tools and technology including digital inspection platforms and field reporting systems to efficiently and effectively deliver the project while maintaining high standards of quality and safety.

Our proactive approach, combined with well-trained, experienced personnel, ensures that the County's project will be managed with precision, responsiveness, and a level of professionalism that reflects RK&K's reputation as a leader in CEI services.

QA/QC Process

RK&K's Quality Assurance and Quality Control (QA/QC) procedures are integral to our commitment to delivering high-quality engineering and design services. The QA/QC process is an active, dynamic, and iterative approach that begins at project inception and continues until all project goals and objectives are met. RK&K emphasizes that quality is paramount on every assignment, regardless of project size, and has formalized this commitment through a comprehensive QA/QC manual, which is distributed to all employees and regularly updated to reflect industry best practices.

The QA/QC process includes several key components: initial brainstorming sessions involving senior engineers and project managers to develop investigative approaches, the establishment of a detailed in-house work plan that addresses client needs and project standards, and ongoing quality control checks throughout the project lifecycle. Color-coded mark-ups are utilized during the design checking process, ensuring that changes are verified by team members in accordance with the design engineer's directions. Additionally, all pre-final design documents undergo thorough reviews by construction management personnel to assess constructability and potential claims. RK&K's QA/QC Manager oversees the entire process, ensuring that no deliverable is submitted to clients without full compliance with the established QA/QC protocols, thereby reinforcing the firm's dedication to producing technically sound and accurate project deliverables.

PART IX: EXCEPTIONS

Our team requests the following exceptions:

- For section 2.10, we would propose excluding any duty to defend and that indemnity obligations be limited to damages caused by the consultant's own negligence. Professional liability insurance does not cover contractual obligations to defend another party, meaning a firm could be forced to pay legal costs even before any fault is established. Likewise, indemnity should apply only to losses arising from our negligent acts, errors, or omissions, not to the negligence of others. These exceptions ensure the obligation remain consistent with our standard of care.
- For section 2.24, we would propose the warranty provision being revised to reflect a standard of care, not a guarantee of perfection. Unlike contractors or suppliers, professional service providers do not "warrant" outcomes or fitness for a particular purpose; they are obligated to perform their services with the degree of care and skill ordinarily exercised by other professionals practicing under similar conditions. This aligns the obligation with insurable professional practice and avoids imposing uninsurable, product-like guarantees.

Attachment E

Clarification to Exceptions

From:	Jeremiah Davis
To:	Brian Hubbs
Subject:	[External]FW: RFQ 3683 - CEI Services for Gibbs Pedestrian Bridge
Date:	Tuesday, November 4, 2025 2:18:39 PM
Attachments:	image001.png RK&K-Exceptions.pdf

Hey Brian,
RK&K is good with dropping the attached exceptions and following the provided contract terms in RFQ 3683.

Thank you for the consideration!

Jeremiah

Jeremiah Davis, PE, CPESC
TN CEI Manager/Project Delivery Leader

RK&K
1227 Volunteer Parkway, Suite 523
Bristol, TN 37620

900 E. Hill Avenue, Suite 280
Knoxville, TN 37915

103 Jordan Drive, Suite 10
Chattanooga, TN 37421

565 Marriott Drive, Suite 650
Nashville, TN 37214

865.209.9486 C
www.rkk.com

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From: Brian Hubbs <Brian.Hubbs@knoxcounty.org>
Sent: Tuesday, November 4, 2025 7:47 AM
To: Jeremiah Davis <jdavis@rkk.com>
Subject: RFQ 3683 - CEI Services for Gibbs Pedestrian Bridge

EXTERNAL EMAIL: Do not click links or open attachments unless you trust the 'Sender' and know the content is safe.

Good Morning Jeremiah,

Hope you are well and having a good day.

Wanted to let you know we are finishing up the evaluations on RFQ 3683 and I had a question. The qualification submittal for RK&K has two exceptions to Knox County's solicitation, see attached. Would RK&K be willing to drop the exceptions? Having discussed internally, negotiations may not be likely.

Appreciate your consideration on this.
Brian

Brian Hubbs
Construction and Contract Specialist
Knox County Procurement
Office: 865-215-5753
1000 N. Central Street, Suite 100
Knoxville, TN 37917

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Rummel, Klepper & Kahl, LLP ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. RK&K does not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. We also note that RK&K will ensure minorities will be afforded full opportunity to submit proposals and not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Rummel, Klepper & Kahl, LLP is an equal opportunity employer that values diversity at all levels. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact our Human Resources office at (410) 728-2900 for further assistance.

>>>CAUTION<<<

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Attachment F

Contractor's Scope of Work and Fee Schedule

900 E. Hill Avenue, Suite 280 | Knoxville, TN 37915 | P 410.728.2900 | www.rkk.com

December 9, 2025

Mr. Ben A. Friend, P.E.
Director of Transportation Engineering
Engineering and Public Works
205 W Baxter Avenue
Knoxville, TN 37917

Mr. Friend:

RK&K is pleased to submit this fee proposal to provide construction engineering inspection (CEI) services and support services for the Pedestrian Bridge over SR-131 (Tazewell Pike), from Gibbs Elementary and Middle School to Gibbs High School (TDOT Local Program Project, State Project #47LPLM-F3-221 and Federal Project #TAP-M-131(54)). We have provided the attached breakdown of work associated with this project.

RK&K will provide (CEI) services for this project via TDOT Local Program Guidelines. Services are based on (1) Part-Time Project/Construction Manager, (1) Part-Time Project Records Administrator, (1) Full Time Senior Bridge CEI inspector, and (1) Part-Time CEI/Survey Support per TDOT Local Programs standards and specifications. RK&K will perform these services on a Cost-Plus Fixed Fee amount not to exceed $569,633.10. **This estimate is based on construction taking 12 calendar months to complete, with an estimated end date 365 days from beginning of construction.** Our estimate proposal includes services outlined within this submittal.

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

Sincerely,
Rummel, Klepper & Kahl, LLP

Jeremiah Davis, PE
Project Delivery Leader

Enclosure
Exhibits A (Scope of Work), B (Fee Estimate), C (Project Location), D (Standard Terms and Conditiions)
cc: George Escojido, CCM

I. PROJECT DESCRIPTION

A. Rummel, Klepper & Kahl, LLP (RK&K) will provide construction engineering inspection services for construction engineering inspection (CEI) services and support services for the Pedestrian Bridge over SR-131 (Tazewell Pike), from Gibbs Elementary and Middle School to Gibbs High School

B. (TDOT Local Program Project, State Project #47LPLM-F3-221 and Federal Project #TAP-M-131(54))

II. GENERAL REQUIREMENTS

A. This task order will enable RK&K to provide construction engineering inspection services required to complete construction outlined within the Project plans and specifications dated 08-21-2025 and approved by Knox County. RK&K will provide the following:

a. TDOT Local Program Qualified/Experienced CEI staff
b. Meeting Coordination and Delivery (Pre-Construction, Progress, and Stakeholder)
c. Photograph Documentation
d. Daily Contractor Reports
e. Review/acceptance of construction materials
f. Final/Progress Estimate(s)

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

C. RK&K will be available, with no more than one (1) workday notice, to attend meetings or make presentations at the request of Knox County. The team will be responsible for preparation and reproduction of minutes and other records of all such meetings.

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

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

III. SCOPE OF SERVICES

RK&K's team will provide construction engineering inspection services (based on a 365-day Contractor Schedule to complete) through the following tasks:

1. Pre-Construction Meeting
2. Material Testing and EPSC Inspection Services
3. Bridge and Roadway Construction
4. Survey Checks as needed
5. Construction Daily Work Reports
6. Progress/Final Estimate(s)
7. Project Closeout (Final Inspection)

IV. SERVICES Not Included

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

1. Utility locates; RK&K will assist the County regarding Utility Coordination as needed
2. Welding or Specialty Inspection Services not outlined within Plans and Specifications

Exhibit B (Fee Estimate)

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Start Date	4/1/2026
End Date	3/31/2027

Schedule 1 - RK&K Man-Hour Staffing Schedule

	1 Apr-26	2 May-26	3 Jun-26	4 Jul-26	5 Aug-26	6 Sep-26	7 Oct-26	8 Nov-26	9 Dec-26	10 Jan-27	11 Feb-27	12 Mar-27	[redacted]	TOTAL Labor Hours
Project/Construction Manager - (PT) Part Time with 12 hrs/week	53.0	53.0	53.0	53.0	53.0	53.0	53.0	53.0	53.0	53.0	53.0	53.0		636.00
Admin Support - (PT) Part Time with 10 hrs/week	44.0	44.0	44.0	44.0	44.0	44.0	44.0	44.0	44.0	44.0	44.0	44.0		528.00
Senior CEI Inspector - (FT) Full time with 40 hrs/month overtime	216.0	216.0	216.0	216.0	216.0	216.0	216.0	216.0	216.0	216.0	216.0	216.0		2,592.00

Schedule 2 - RK&K Vehicle Schedule (Trip Charge)

	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	[redacted]	Vehicle Trips
Project/Construction Manager - (PT)	9	9	9	9	9	9	9	9	9	9	9	9		108
Admin Support - (PT)	0	0	0	0	0	0	0	0	0	0	0	0		0
Senior CEI Inspector - (FT)	23	23	23	23	23	23	23	23	23	23	23	23		276
														384

	Overtime Hours	Total Hours Worked	Hours for Premium Calcs	Total Hours Paid	Pay for Premium Labor	Hourly Rate	Overtime(Premium) Pay	Total Amount Paid for OH Calcs.
Project/Construction Manager - (PT)	0.0	636.0	-	636.0	-	$55.00	$0.00	$34,980.00
Admin Support - (PT)	0.0	528.0	-	528.0	-	$35.00	$0.00	$18,480.00
Senior CEI Inspector - (FT)	480.0	2592.0	480.00	2592.0	22.00	$44.00	$10,560.00	$114,048.00
total OT Hours	480.0			Sub-Total (Premium Labor)	$10,560.00			

TOTAL FIELD OFFICE LABOR FOR OVERHEAD CALCULATIONS **$114,048.00**
TOTAL HOME OFFICE LABOR FOR OVERHEAD CALCULATIONS **$53,460.00**

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Schedule 4 - RK&K Direct Cost Schedule

ITEM	DESCRIPTION	QUANTITY	UNIT COST	MONTHS	COMMENTS/CALCULATIONS	COST/MONTH	Additional Comments	TOTAL COST
1	Vehicle Reimbursement (Full Size Trucks)	384	$60.000	12	See Schedule 2 - Vehicle Schedule	$1,920.00	Daily Full Size Truck Reimbursement	$23,040.00
2	Subconsultant CEI Support (JMT)	1	$112,512.500	12	CEI and Survey Support as Needed	$9,376.04	Provide part time as needed CEI and Survey Support	$112,512.50
3	Subconsultant CEI Support (ETS)	1	$1,420.000	12	Laboratory Materials Testing	$118.33	Provide as needed Laboratory MaterialsTesting (Concrete/Soil/Stone/Asphalt) (2) Soil Proctors @ $185/EA, (2) Stone Gradations @ $150 EA, (35) Concrete Cylinder Breaks at $25 EA/per break	$1,420.00
					TOTAL DIRECT COSTS	$11,414.38		$136,972.50

Schedule 5 - RK&K Labor, Overhead, Premium Labor, and Direct Cost Summary

A.	Total field office labor (from Schedule 3 - Direct Labor Schedule)		$114,048.00
B.	Total home office labor (from Schedule 3 - Direct Labor Schedule)		$53,460.00
C.	SUB-TOTAL (A + B)		$167,508.00
D.	Approved field office overhead rate of	114.63%	$130,733.22
E.	Approved home office overhead rate of	147.09%	$78,634.31
F.	TOTAL DIRECT LABOR AND OVERHEAD (C + D + E)		$376,875.54
G.	TOTAL FEE (F x 12%)		$45,225.06
H.	Premium labor (Schedule 3 - Direct Labor Schedule)		$10,560.00
I.	Direct costs (Schedule 4 - Direct Cost Schedule)		$136,972.50
	Total RK&K Direct Labor, Overhead, Premium Labor, and Direct Cost (F + H + I)		**$524,408.04**
	Total RK&K Fee (G)		**$45,225.06**
	TOTAL RK&K COST PROPOSAL		**$569,633.10**

Tennessee Department of Transportation

Fixed Fee Worksheet

(8% base plus)

Project Description:

Route:	SR-131
Termini:	Ped Bridge over SR-13 (Tazewell Pike), From Gibbs Elementary and Middle School to Gibbs High School
County:	Knox
Consultant:	Rummel, Klepper, & Kahl, LLP (RK&K)
Other:	State Project # 47LPLM-F3-221, Federal Project # TAP-M-131(54)

Size of Contract — The smaller the phase(s) of work negotiated in a project specific type contract or the smaller the work order negotiated in an on-call type contract, the higher the additional fixed fee percentage.

% Additional Fee	Qualifier
☐ 0.00	More than $2,000,000
☑ 0.50	Less than $2,000,000
☐ 1.00	Less than $500,000
☐ 2.00	Less than $50,000

0.50

Complexity — The higher the complexity, the higher the additional fixed fee percentage.

% Additional Fee	Qualifier
☐ 0.00	Resurfacing, No Plans Contracts, CEI On-Call Work Orders
☑ 0.50	Rural widening project, Freeway widening, New alignment, NEPA, Natural Stream Design, Tech. Studies, CEI Project Specific Contracts, TPR, Bridge Approach Project, Signal Project, Intersection Widening, Standard Geotechnical Investigations and Designs, Railroad Projects, Roadway Lighting and Utility Coordination
☐ 1.00	Interchange, Urban widening, ITS, Bridge Design, Retaining wall design or evaluations involving soldier piles or soldier piles with anchor walls, seismic evaluations, and rockfall/landslide designs

0.50

Contract Duration — The longer the duration for the phase(s) negotiated in a project specific type contract or for the work order duration in an on-call type contract, the higher the additional fixed fee percentage.

% Additional Fee	Qualifier
☑ 0.00	less than two years
☐ 0.50	from two to four years
☐ 1.00	four years or more

0.00

Subcontracting — The less work subcontracted, the higher the additional fixed fee percentage

% Additional Fee	Qualifier
☐ 0.00	More than 40% of job
☐ 0.50	Less than 40% of job
☑ 1.00	Less than 20% of job

1.00

Overhead — The lower the overhead the higher the additional fixed fee percentage

% Additional Fee	Qualifier	
☐ 0.00	Office Overhead > 200% or	Field (CEI) Overhead > 150%
☐ 0.50	Office Overhead > 180% and ≤ 200% or	Field (CEI) Overhead > 130% and ≤ 150%
☐ 1.00	Office Overhead > 160% and ≤ 180% or	Field (CEI) Overhead > 120% and ≤ 130%
☑ 2.00	Office Overhead > 140% and ≤ 160% or	Field (CEI) Overhead > 110% and ≤ 120%
☐ 3.00	Office Overhead > 120% and ≤140% or	Field (CEI) Overhead > 90% and ≤ 110%
☐ 4.00	Office Overhead ≤ 120% or	Field (CEI) Overhead ≤ 90%

2.00

Total Fixed Fee = 12.00%

Completed By	Firm	Date

October 6, 2020

Exhibit C (TDOT Local Program Project, State Project #47LPLM-F3-221 and Federal Project #TAP-M-131(54))

EXHIBIT D

STARDARD TERMS AND CONDITIONS

RUMMEL, KLEPPER & KAHL, LLP (RK&K)

Independent Contractor. RK&K acknowledges that RK&K and RK&K's employees serve as independent contractors and that Knox County shall not be in any manner responsible for any payment, insurance, or incurred liability.

Indemnification/Hold Harmless. RK&K 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 Contract by RK&K, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of RK&K, its subcontractors, suppliers, agents, or employees.

Governing Law; Venue: 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 Contract 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.

Termination. Knox County may terminate this Contract with or without cause upon written notice of not less than thirty days. Upon termination, Knox County will pay for services satisfactorily completed but not yet invoiced. RK&K shall not perform additional work without the prior written permission of Knox County.

Payment. Knox County shall pay the amounts Knox County owes under this Contract within 30 days after its receipt of RK&K's invoices for said amounts.

Attachment G

Contractor's Certificate of Insurance

RUMMKLE-01 WBATESON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2025

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (703) 827-2277 **FAX (A/C, No):** (703) 827-2279 **E-MAIL ADDRESS:** admin@amesgough.com
INSURED Rummel, Klepper & Kahl, LLP 700 East Pratt Street, Suite 500 Baltimore, MD 21202-4919	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Charter Oak Fire Insurance Company A++ (XV) — 25615 INSURER B : Phoenix Insurance Company A++, XV — 25623 INSURER C : Travelers Property Casualty Company of America, A++, XV — 25674 INSURER D : New Hampshire Insurance Company A XV — 23841 INSURER E : Continental Casualty Company (CNA) A, XV — 20443 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	11/1/2025	11/1/2026	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 $ 15,000 $ 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	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-6S739749	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	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	3/1/2025	3/1/2026	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
E	Professional Liab.			AEH591934472	11/1/2025	11/1/2026	Per Claim/Aggregate	1,000,000

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

RE: RK&K Project Number: P25-0867 - CEI Services for Gibbs Pedestrian Bridge - Project Contract Number: 3683

Knox County is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER

Knox County
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

Frances J Railey

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the 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 requiring insurance" applies. The 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 limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must 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:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must 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.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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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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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph **1.** above:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
      (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
      (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

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(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known

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to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

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a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

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B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.

2. If you are:

a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

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 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.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

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b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

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; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";

2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and

2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy 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. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of

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any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprison-ment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

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7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

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e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

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3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D., DEFENSE AND SUPPLEMENTARY PAYMENTS,** of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

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G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
   d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES.** As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat

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charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   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 that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.
2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "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, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;
   d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
   e. Any similar risk transfer or risk management method.

   "Other insurance" does not include:
   a. Any "underlying insurance"; or
   b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

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(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft,

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watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

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c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

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23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

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RLA-18024 **R-26-1-402**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Homestead Land Holdings, LLC for road improvements to the intersection of Marietta Church Road and Hardin Valley Road.
(Engineering and Public Works)

Attachments

Resolution
Homestead MOU

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH HOMESTEAD LAND HOLDINGS, LLC FOR ROAD IMPROVEMENTS TO THE INTERSECTION OF MARIETTA CHURCH ROAD AND HARDIN VALLEY ROAD.

RESOLUTION: **R-26-1-402**

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, Homestead Land Holdings, LLC ("Homestead") plans to develop Briggs Station Subdivision on currently vacant land owned by Homestead located at 1928 Marietta Church Road, which will result in an increase of traffic on Marietta Church Road and Hardin Valley Road; and

WHEREAS, as a result of the Development, increased traffic at the intersection of Marietta Church Road and Hardin Valley Road will be mitigated by the installation of a roundabout (the "Project"); and

WHEREAS, Knox County and Homestead agree that Knox County will oversee and coordinate the Project and Homestead will pay to Knox County certain amounts to go to the total cost of the Project, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and Homestead with respect to the Project.

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

The Memorandum of Understanding with Homestead Land Holdings, LLC for road improvements to the intersection of Marietta Church Road and Hardin Valley 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 Homestead Land Holdings, LLC for road improvements to the intersection of Marietta Church Road and Hardin Valley 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 Homestead Land Holdings, 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 **Homestead Land Holdings, LLC**, a Tennessee limited liability company with an address of 122 Perimeter Park Drive, Knoxville, TN 37922 USA and its successors or assigns (hereafter "Homestead").

WHEREAS – *due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and*

WHEREAS- *Homestead plans to develop Briggs Station Subdivision on currently vacant land owned by Homestead Land Holdings, LLC located at 1928 Marietta Church Rd, which will result in an increase of traffic on Marietta Church Road and Hardin Valley Road; and*

WHEREAS- *as a result of the Development, increased traffic at the intersection of Marietta Church Road and Hardin Valley Road will be mitigated by the installation of a roundabout as reflected on Exhibit A hereto (hereinafter referred to as "The Project"); and*

WHEREAS- *Knox County and Homestead agree that Knox County will oversee and coordinate the Project, as set out below, and that Homestead will pay to Knox County certain amounts to go to 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 Homestead hereby agree as follows:

1) Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, utility relocations and construction as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
2) Homestead will reimburse Knox County for 10% of all construction costs generated by the Project including construction and construction inspections, as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
3) Schedule and Scope of Payments:
    a. Homestead will pay 10% of the final construction costs of the Project on the following schedule:
        i. 5% of the estimated construction costs will be paid to Knox County within thirty (30) days of the execution of the contract between Knox County and the contractor.
        ii. The remaining balance of Homestead's contribution (10% of final construction costs), will be paid to Knox County within thirty (30) days of the date of the last payment application from the contractor.
        iii. Knox County will issue a notice to proceed to the contractor within 180 days of construction contract approval by the Knox County Commission.
4) 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.

5) 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.
6) 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
7) 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.
8) It is understood and agreed by Knox County and Homestead that the individual(s) employed by Homestead shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and Homestead are not partners or joint ventures.
9) Homestead 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 Homestead, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of Homestead, its subcontractors, agents, or employees.
10) The parties may execute this Memorandum of Understanding by way of digital signature and agree that this Memorandum of Understanding, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an electronic record of same shall be deemed to have the same legal effect as an ink-signed executed copy of this Memorandum of Understanding for all purposes.

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: _____

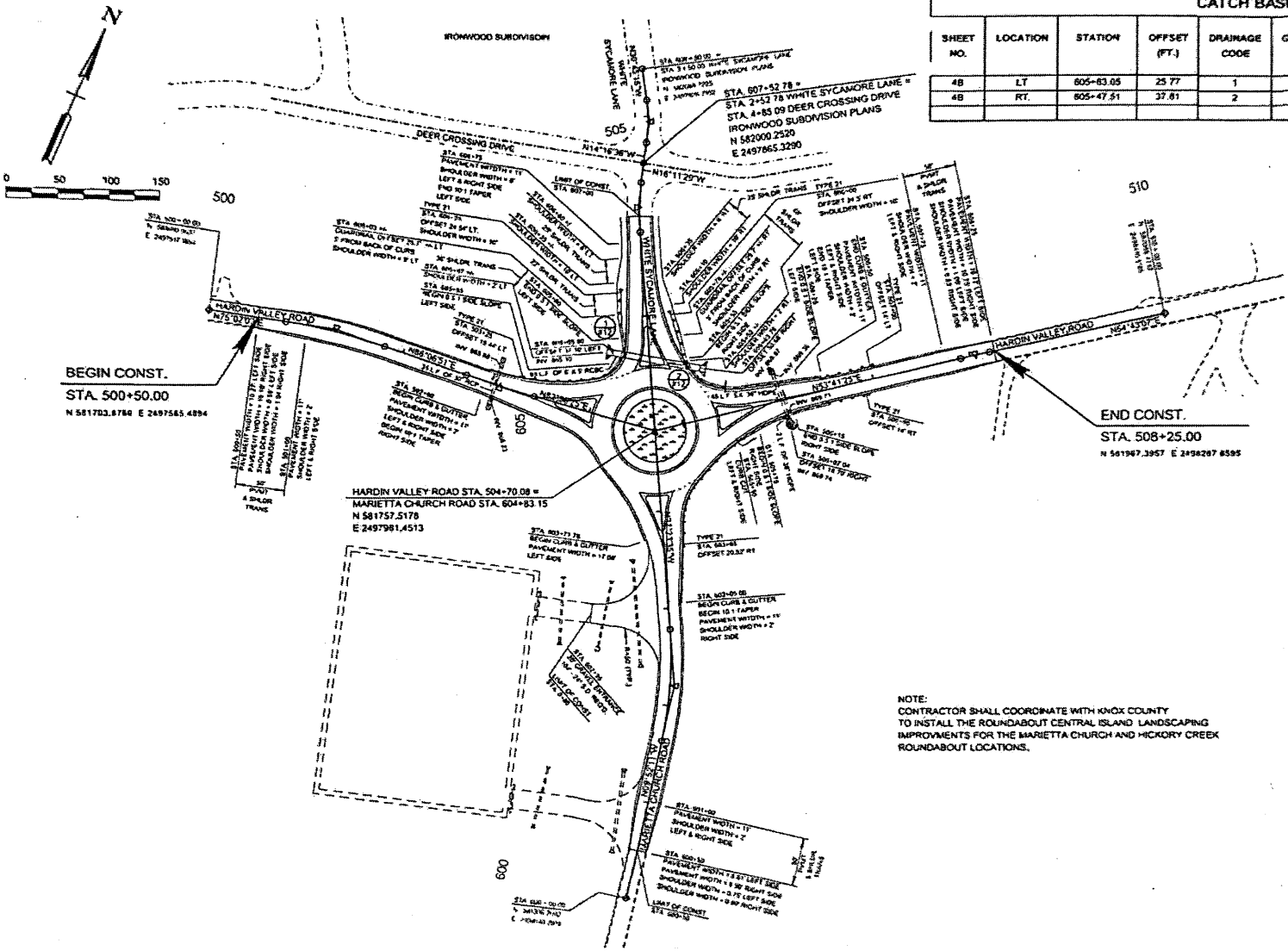
HOMESTEAD LAND HOLDINGS, LLC

By: _____

Name:

Title:

Date: _____



CATCH BASINS

SHEET NO.	LOCATION	STATION	OFFSET (FT.)	DRAINAGE CODE	GRATE/TOP ELEV.	INV. ELEV.	STRUCTURE TYPE	DEPTH (FT.)
4B	LT.	605+63.05	25.77	1	874.96	871.33	NO. 12 CB	3.65
4B	RT.	605+47.51	37.81	2	875.87	872.48	NO. 12 CB	3.39

NOTE:
CONTRACTOR SHALL COORDINATE WITH KNOX COUNTY TO INSTALL THE ROUNDABOUT CENTRAL ISLAND LANDSCAPING IMPROVMENTS FOR THE MARIETTA CHURCH AND HICKORY CREEK ROUNDABOUT LOCATIONS.

CANNON & CANNON INC
10915 Investment Drive, Suite 130
Knoxville, TN 37932
865.670.8555

KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS

HARDIN VALLEY ROAD AT MARIETTA CHURCH ROAD ROUNDABOUT

PROPOSED LAYOUT

4B

EXHIBIT
tabbies
A

RLA-18025 **R-26-1-403**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Erin Kelbly, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Environmental Remediation Consultants, Inc. for the provision of Maintenance and Inspection of Water Quality Treatment Devices, as needed.

(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH ENVIRONMENTAL REMEDIATION CONSULTANTS, INC. FOR THE PROVISION OF MAINTENANCE AND INSPECTION OF WATER QUALITY TREATMENT DEVICES, AS NEEDED.

RESOLUTION: **R-26-1-403**

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 desires to have a contractor provide Maintenance and Inspection of Water Quality Treatment Devices as needed 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 Environmental Remediation Consultants, 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 Environmental Remediation Consultants, Inc. is effective for a one (1) year term beginning on February 1, 2026 and may be extended for four (4) additional one (1) year terms, which may result in a total of five (5) years; and

WHEREAS, Environmental Remediation Consultants, 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 Environmental Remediation Consultants, Inc. for the provision of Maintenance and Inspection of Water Quality Treatment Devices 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 Environmental Remediation Consultants, Inc. for the provision of Maintenance and Inspection of Water Quality Treatment Devices 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

Environmental Remediation Consultants, Inc.

This Contract, made and entered into this _____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and Environmental Remediation Consultants, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Maintenance and Inspection of Water Quality Treatment Devices, (Invitation for Bids #3696) 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 2026 and ends the 31st day of January 2027, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. 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 in County's Invitation for Bids #3696 for Maintenance and Inspection of Water Quality Treatment Devices per the Contractor's written response (Attachment B) 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 a particular project as detailed in Invitation for Bids #3696. 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 Maintenance and Inspection of Water Quality Treatment Devices 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) calendar days 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 Maintenance and Inspection of Water Quality Treatment Devices 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 Maintenance and Inspection of Water Quality Treatment Devices, 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 Maintenance and Inspection of Water Quality Treatment Devices for Knox County in accordance with Invitation for Bids #3696.

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 #3696
B. Contractor's Response to Invitation for Bids #3696

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

Environmental Remediation Consultants, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3696

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Maintenance and Inspection of Water Quality Treatment Devices** as specified herein. Bids must be received by **2:00 p.m.** on **December 17, 2025**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3696
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 on-line by accessing http://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, 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 bidders, when hand delivering bids, 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 technical difficulties experienced by vendors trying to register electronically less than one (1) hour prior to the bid opening 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.

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. Due to the nature of information requested, all bids must be submitted in hard copy format. Email and facsimile 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 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 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 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 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. local time** on **December 3, 2025**. 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.

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 weather delays:

- 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 on-line 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 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 **CRIMINAL HISTORY CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's sub-contractors and their employees must submit to a criminal history records check, at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance, **Attachment C**.

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 bidding.

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 based on personal jurisdiction, venue and inconvenient forum.

2.10 **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.

2.11 **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 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.

2.15 **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 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.

2.17 **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 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.

2.19 **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 set-off, 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 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.

2.23 **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, 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 obtain a qualified firm(s) to provide Maintenance and Inspection of Water Quality Treatment Devices as desired by Knox County Engineering and Public Works at an economical price. These devices, also known as Manufactured Treatment Devices (MTDs) include but are not limited to: hydrodynamic separators, baffle box separators, filtration devices, and catch basin inserts. Inspections of devices and storm sewer systems is also included in this solicitation. 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. The Bid Form will establish rates, which include mobilization charges, for routinely scheduled work.

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, 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.

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 **AGENCY CONTACTS:** Contractor(s) will be given a list of key personnel directly associated with the service to be performed for contact information. Only Knox County Procurement Division will have the authority to make changes during the term of this agreement and in compliance with the resulting contract.

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 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.

3.7 **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 **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.

3.9 **BONDING:** Vendors are advised that 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. All required bonds must be issued through companies licensed to do business in the State of Tennessee.

3.10 **CERTIFICATION:** Contractor's equipment operators shall be certified in the proper operation of the equipment they will use under this Term Contract. A list of certified technicians shall be included in the bid package.

3.11 **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 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 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.

3.13 **COMPLETION OF WORK:** Contractor shall go to the site to assess the work to be completed and provide a written estimate to Knox County within five (5) business days from the date the request was received. All requested maintenance shall be completed no later than thirty (30) business days from the date Knox County issues the Purchase Order or Notice to Proceed. Once the requested work has been completed, the Contractor will be required to notify the County department requesting the work stating completion comments including but not limited to depths, quantities removed, and completion date for County maintenance records.

3.14 **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.

3.15 **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 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.

3.17 **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.

3.18 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to provide a list, **Attachment A**, of all the equipment, assets and personnel they utilize in providing maintenance of water quality devices. The list shall include, but not be limited to, a description of vehicles, trucks, unique equipment, and facilities, including age and condition, number of employees available to perform maintenance of water quality devices, and number of years in business. Certifications for personnel shall be included in the bid package, if applicable.

3.19 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	80 Points
Vendor Equipment/Capabilities/Personnel	20 Points

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Checklist attached hereto, **Attachment B**. 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, 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.

3.24 **INVOICE PROCEDURES:** 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 Each invoice must show the amount due to the Contractor by Knox County.
3.24.2 Detailed list of charges for services by location reflecting accurate pricing as per contract.
3.24.3 Invoices are to be original and uniquely pre-numbered.
3.24.4 Invoices shall show the date(s) the work was completed.
3.24.5 Invoices shall include a summary of the work performed including the type and quantity of material removed from each device.
3.24.6 Submit original invoice.
3.24.7 Invoices that do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may be required 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 **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.

3.26 **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 **OPEN 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.

3.30 **OWNERSHIP OF DOCUMENTS:** Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the contractor 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 necessary 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 Knox County.

3.31 **PERFORMANCE AND PAYMENT BONDS:** The successful Contractor(s) may be required to submit both a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one (1) project exceeds One Hundred Thousand Dollars ($100,000.00) in value. The bonds will be returned upon the successful and satisfactory completion of the project.

3.32 **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.

3.33 **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 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.

3.34 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Purchases will be made on an as-needed basis. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.35 **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.

3.36 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful Contractor(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.

3.37 **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.

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 Contractor.

3.38 **SAFETY POLICY AND PROGRAM:** A copy of the Contractor's Safety Policy and Program must be included with their bid submittal. The Safety Policy and Program shall include confined space entry procedures.

3.39 **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.

3.40 **STATE LICENSE:** A current copy of the Contractor's State of Tennessee Non-Hazardous Waste Hauler License must be included in the bid package.

3.41 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **December 3, 2025**. 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 maintenance and inspection of water quality devices in accordance with Federal, State and Local specifications. Knox County reserves the right to procure these materials and services from other contractors if the need arises.

4.2 **CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION:** Knox County may require Closed-Circuit Television (CCTV) inspection of water quality devices and storm sewer systems. When this service is required, the data must be provided in a deliverable to Knox County in DVD or flash drive format prior to invoicing. All data submitted becomes the property of Knox County. The following conditions must be met:

4.2.1 Equipment

4.2.1.1 Remote Reading Footage Counter

1) Accuracy to two-tenths of a foot over length of pipe being inspected.
2) Counter display located in monitoring studio.
3) Marking on cable will not be allowed.
4) Calibration shall be conducted each day prior to conducting any inspections.

4.2.1.2 Television Camera

1) Resolution capability shall be a minimum of 750 lines of horizontal resolution and 750 lines of vertical resolution. Resolution of camera should meet or exceed the resolution of the monitor.
2) Shall have 360-degree rotation and 270-degree pan and tilt unit, with adjustable supports specifically designed and constructed for operation in connection with pipe inspection.

4.2.1.3 Lateral Inspection Camera

1) Shall be capable of producing a color picture.

4.2.2 Recording and Documentation

4.2.2.1 Upon completion of CCTV inspection, all inspection data shall be transferred to External Hard Drive (HD) or DVD of sufficient capacity and compatibility with County's equipment. The code required for proper playback of the video file must be included on the external hard drive. DVDs may be used if approved by the County.

4.2.2.2 A printed label must be provided on the outside of the HD that includes, at a minimum:

1) The name of the County
2) The project title
3) The date of inspection
4) The name of the Vendor
5) The deliverable number
6) A list of unique identifier numbers that are included in the deliverable.

4.2.2.3 Media

4.2.2.3.a Video

1) Shall provide all inspections with a unique filename per inspection.
2) Shall be encoded in .WMV, .MPG, or .AVI format.
3) Shall include the following on-screen text display fields on the opening screen:
    A. Date & Time: YYYY/MM/DD, military time hh:mm
    B. Surveyor's Name
    C. Project Name
    D. Sub-basin Number
    E. Street Address and City
    F. Upstream and Downstream MH Number
    G. Pipe Segment Reference
    H. Direction of Inspection (i.e. Upstream or Downstream)
    I. Pipe Material
    J. Pipe height/width, field measured: Height & Width, in inches
    K. Purchase Order Number, if applicable
    L. Work Order Number, if applicable
    M. Additional Information, as needed
4) The following is a list of required on-screen text display fields in continuous view:
    A. Inspection Date and Time: YYYY/MM/DD, military time hh:mm
    B. Continuous Forward and reverse readout of camera distance from center of access point starting reference

C. Pipe segment reference: Unique Identifiers
D. Upstream and Downstream access points
E. Defect/observation code, when encountered

4.2.2.3.b Audio

1) Audio shall be embedded in the video file.
2) Operator shall include a description of the inspection setup, including related information from log form and unusual conditions.
3) Verbal description and location of each defect and service connection shall be included.
4) Operation changes shall be included (e.g. remove roots and restart inspection at footage prior to root removal.

4.2.2.3.c Still Photographs

1) Shall provide digital photographs showing the inspection image at all defects, observations, and service connections.
2) Photos shall have a unique filename describing image.
3) Photos shall be encoded in .JPEG format.
4) Photos shall be a minimum of 640 x 480 resolution.
5) A label shall in provided on the front of photograph with pipe segment reference, upstream and downstream access points, footage, and defect code.

4.2.2.4 Database

1) Shall include asset information.
2) Shall include inspection information.
3) Shall include defect codes and scores.
4) Shall be in file type MSAccess, .MDB, or .ACCDB.
5) Shall be in database format NASSCO PACP Standard Exchange Database.
6) All inspection media shall be linked to the corresponding asset/inspection/defect information within the database.

4.2.2.5 Inspection Reports

1) Inspection reports shall be provided in .PDF format and shall include:
   A. A summary of the inspection(s) completed
   B. Pipe graphs of each inspection sowing asset information and defects/observations
   C. Heater information as listed below:
      i. Date and Time: YYYY/MM/DD, military time hh:mm
      ii. Inspection Company's name, address, and telephone number
      iii. Surveyor's name
      iv. Project name
      v. Basin name
      vi. Sub-basin number
      vii. Location code (e.g. light highway or easement)
      viii. Street address and city
      ix. Weather conditions
      x. Upstream MH number
      xi. Upstream MH depth, to nearest tenth of a foot
      xii. Downstream MH number
      xiii. Pipe segment reference: UNIQUE IDENTIFIERS
      xiv. Direction of inspection (i.e. upstream or downstream)
      xv. Pipe material
      xvi. Pipe height/width, field measured, Height and Width, in inches
      xvii. Pre-cleaning, No / Yes – jetting
      xviii. Date cleaned
      xix. Map length
      xx. Surveyed length
      xxi. Survey start and end time
      xxii. Purchase Order number, if applicable
      xxiii. Work Order number, if applicable
      xxiv. Pipe shape
      xxv. Date of installation, if available
      xxvi. US_Easting
      xxvii. US_Northing
      xxviii. US_Elevation
      xxix. DS_Easting

xxx. DS_Northing
xxxi. DS_Elevation
xxxii. Additional information as needed or requested by County

2) Field maps shall be corrected to reflect actual field conditions.
   A. Neatly strike out incorrect data using a green pen and clearly mark correct data using a red pen. Show notes that clarify changes using a blue pen.

4.3 CONTRACTOR'S RESPONSIBILITIES: At Contractor's own expense, the Contractor shall:

4.3.1 Provide all material, labor, supplies, equipment and expertise to accomplish the work described herein.
4.3.2 Provide competent supervision and workers.
4.3.3 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.
4.3.4 Contractor shall have the service technician/crew check in upon arrival with the Knox County designee before proceeding with work. Upon completion of work, the service visit ticket must be presented to and signed by the Knox County designee.
4.3.5 Conduct and document an onsite safety meeting. Contractor will set up a work area, ensure proper PPE (e.g. emergency eyewash, showers) is onsite and functioning, properly cordon off the site to prohibit unauthorized access during work activities, and complete proper lockout and tag out procedures prior to commencing work.
4.3.6 Replace hydrocarbon bags, if applicable.
4.3.7 Notify the Knox County designee as soon as possible if it appears that the actual work shall exceed the estimate provided; the Contractor's designee shall notify the Knox County designee of the revised estimated total to complete the work. No additional work shall be performed without the prior approval of Knox County.
4.3.8 Dispose of all material collected in adherence with all Federal, State, and Local guidelines. All Resource Conservation and Recovery Act (RCRA) requirements must be met. Contractor must maintain a proper chain of custody of all materials collected for Knox County. Contractor shall provide chain of custody documentation to Knox County for all work completed.
4.3.9 Dispose of or deliver pumped material to an approved processing facility. Disposal through land application is not acceptable.
4.3.10 Provide waste manifests. Waste manifests for all materials disposed of must be provided within seven (7) calendar days after pick-up.
4.3.11 Provide reports, including pictures, for each project. At a minimum, before and after pictures will be required. Additional pictures will be required, if necessary (e.g. there are major obstructions encountered or excessive waste/trash).
4.3.12 Load trucks with material from Knox County and empty trucks promptly at an approved facility before servicing other customers.
4.3.13 Flush tanks prior to servicing Knox County and empty tanks promptly at an approved facility before servicing other customers.

4.4 DAMAGE: Any damage to device(s) created by injection of the suction hose or other work performed during the maintenance of the device(s) will be charged back to the Contractor. Credit for the cost for repair or replacement will be issued against work performed and invoiced if damage exceeds the total invoice amount for work performed.

4.5 EASEMENTS: Easements for all sites may be used for access to devices.

4.6 EQUIPMENT: Contractor must have a truck with a minimum of a seven hundred (700) CFM pump and with a minimum two thousand (2,000) gallon capacity. Equipment verification will be completed prior to bid acceptance. Each truck will have a picture taken and the information located on the pump storage capacity will be documented. Contractor's vehicle must be capable of pumping out all of the deep devices within Knox County. Depths of devices range, with typical device depth of twenty (20) feet; however, Contractors must be capable of maintaining devices up to forty (40) in depth. Floats must be moved out of the way before pumping begins. Contractor is responsible for removing all manhole covers and using their own tools to complete the work.

4.7 KNOX COUNTY'S RESPONSIBILITIES: Knox County will:

4.7.1 Contact the Contractor to schedule pumping.
4.7.2 Assist to provide access to the site.
4.7.3 Knox County will make available any known reports or documentation concerning the scope of work.

4.8 **STEPS FOR SERVICING:** The following steps shall be followed for servicing each device:

4.8.1 Accumulated garbage is to be removed first. This is typically done by lowering a basket into the unit to capture and remove debris either floating on the surface or trapped in a filtering basket.

4.8.2 The hydrocarbons are to be removed. This may be done by pumping the first few inches from the top of the water or by placing hydrocarbon absorbent materials on the surface of the water and then removing and disposing of them in accordance with all applicable laws and codes. This step shall not be required if all of the liquids removed are taken to a treatment facility; proof of transfer to an approved treatment facility shall be required.

4.8.3 The water is to be pumped from the device. This may be taken to an approved treatment facility or stored on site to be used to recharge the unit when all materials have been removed; proof of transfer to an approved treatment facility shall be required.

4.8.4 The sediment is to be removed. Sediment can be taken to an approved treatment facility or landfill as long as there is no evidence of hazardous materials present; proof of transfer to an approved treatment facility shall be required.

4.8.5 Knox County will inspect the device to ensure that it has been satisfactorily serviced and is working properly prior to Contractor leaving site.

4.9 **TYPES OF DEVICES:** Knox County has a variety of devices (e.g.: AquaShield Aqua-Swirl, Contech CDS, Contech Urbangreen Storm Filter, Contech VortSentry, Oldcastle Dual Vortex Separator, CrystalStream Water Quality Vault, Suntree Nutrient Separating Baffle Box, horizontal piping and vertical catch-basin structures) located within the boundaries of Knox County that may need to be maintained under this Contract. Contractor should be aware that other types of devices may need to be maintained.

4.10 **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.

4.11 **VOLUMES:** Most of the devices in Knox County hold between one hundred (100) to six hundred (600) cubic feet. The volume is a mixture of water and half-wet sediment.

4.12 **WORK AREA:** Contractor will keep the work area in an orderly condition, free of unnecessary material and equipment. All debris will be hauled away by the Contractor and disposed of in a responsible manner that meets all applicable codes and regulations.

Please note: Do not return pages one (1) through fourteen (14) with your submittal.
You must complete and return pages fifteen (15) through twenty (20).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3696 MAINTENANCE AND INSPECTION OF WATER QUALITY TREATMENT DEVICES

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 Local Employees: _____

5.12 Business Location:

Address:

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION V VENDOR INFORMATION FOR BID NUMBER 3696, MAINTENANCE AND INSPECTION OF WATER QUALITY TREATMENT DEVICES – CONTINUED

VENDOR NAME: _____

5.13	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
5.14	**Will you accept Credit Cards as payment as detailed in Section 1.16?**	**YES**	**NO**
5.15	**Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
5.16	**Did you include your certifications as detailed in Section 3.10?**	**YES**	**NO**
5.17	**Can you meet the Completion of Work requirement as detailed in Section 3.13?**	**YES**	**NO**
5.18	**Did you include a list of equipment owned and available for service to Knox County Government as detailed in Section 3.18?**	**YES**	**NO**
5.19	**Did you complete and include the Insurance Checklist as detailed in Section 3.23?**	**YES**	**NO**
5.20	**Did you include a copy of your Safety Policy and Program as detailed in Section 3.38?**	**YES**	**NO**
5.21	**Did you attach a copy of your current Non-Hazardous Waste Hauler license as detailed in Section 3.40?**	**YES**	**NO**
5.22	**Does your equipment meet the requirements as detailed in Section 4.6?**	**YES**	**NO**
5.23	**Did you complete and include the pricing in Section VI?**	**YES**	**NO**

5.24 Bond (cost per thousand) $_____

5.25 State the location you will use for Disposal of Non-Hazardous Sludge (Biodegradable).

_____

5.26 State the location you will use for Disposal of Non-Hazardous Sludge (Source of PCB <50 ppm, flash point over 140º F).

_____

5.27 State the location you will use for Disposal of Hazardous Sludge, if needed.

_____

SECTION VI VENDOR PRICING FOR BID NUMBER 3696, MAINTENANCE AND INSPECTION OF WATER QUALITY TREATMENT DEVICES

VENDOR NAME: _____

Item	Description	Unit of Measure	Cost
1	Vacuum Truck for devices 1' – 20' deep (including driver/technician)	HOUR	$
2	Vacuum Truck for devices 21' – 40' deep (including driver/technician)	HOUR	$
3	Vacuum Truck for devices over 40' deep (including driver/technician)	HOUR	$
4	Air Mover Truck for devices 1' – 20' deep (including driver/technician)	HOUR	$
5	Air Mover Truck for devices 21' – 40' deep (including driver/technician)	HOUR	$
6	Air Mover Truck for devices over 40' deep (including driver/technician)	HOUR	$
7	Roll-Off Vac Box, if needed to be used with Air Mover Truck (includes haul fee)	EACH	$
8	Combo Truck for devices up to 100' deep (including driver/technician)	HOUR	$
9	High Powered Trailer Mounted Vacuum	HOUR	$
10	Extra Hose, if needed (over 100')	FOOT	$
11	Confined Space Entry Sites	DAY	$
12	Disposal of Water	GAL	$
13	Disposal of Non-Hazardous Sludge (biodegradable)	LBS	$
14	Disposal of Non-Hazardous Sludge (Source of PCB <50 ppm, flash point over 140º F)	LBS	$
15	Disposal of Hazardous Sludge, if needed	LBS	$
16	Provide Extracted Petroleum Hydrocarbons (EPH) analysis (sampling and testing), if requested by Knox County	HOUR	$
17	Provide Extracted Petroleum Hydrocarbons (EPS and Metals analysis (sampling and testing), if requested by Knox County	HOUR	$
18	Provide full testing (e.g. PCB, herbicides, pesticides, flash point, heavy metal, and mercury), if requested by Knox County	HOUR	$
19	Traffic Control (e.g. flaggers and signage)	HOUR	$
20	Traffic Control for major thoroughfare that includes lane shifts	HOUR	$
21	Closed-Circuit Television (CCTV) Inspection	HOUR	$
22	Field Technician in addition to drive/technician included in equipment cost, if needed	HOUR	$
23	Material Cost Plus %	PERCENT	%
23	Other		

ATTACHMENT A
INVITATION FOR BIDS 3696
EQUIPMENT LIST

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

# of Resources or Equipment	Equipment or Resources	Age	Condition

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.

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3696

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 C
INVITATION FOR BIDS NUMBER 3696

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid 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 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, § 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 _____ 20_____.

_____
Notary Public

My Commission expires: _____

Attachment B

Contractor's Response
to
Invitation for Bids #3696

ORIGINAL

SECTION V VENDOR INFORMATION FOR BID NUMBER 3696 MAINTENANCE AND INSPECTION OF WATER QUALITY TREATMENT DEVICES

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:** Environmental Remediation Consultants INC.

5.2 **Vendor number as assigned by Knox County:** 73397

5.3 **Street Address:** 506 Hutchenson Rd. Seymour, TN 37865

City: Seymour **State:** Tennessee **Zip:** 37865

5.4 **Contact Person:** William M. France

5.5 **Telephone Number:** 865-679-4372

5.6 **Vendor's email address:** w.france@4erc.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:** 0955134
(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 Local Employees:** 10

5.12 **Business Location:**

Address:

506 Hutchenson Rd.

Seymour, TN 37865

Hours of Operation:

Monday – Friday: 24 Hours

Saturday: 24 Hours Including Sunday

ORIGINAL

SECTION V VENDOR INFORMATION FOR BID NUMBER 3696, MAINTENANCE AND INSPECTION OF WATER QUALITY TREATMENT DEVICES – CONTINUED

VENDOR NAME: Environmental Remediation Consultants INC.

5.13	Did you include the correct number of exact copies as detailed in Section 1.9?	YES	NO
5.14	Will you accept Credit Cards as payment as detailed in Section 1.16?	YES	NO
5.15	Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?	YES	NO
5.16	Did you include your certifications as detailed in Section 3.10?	YES	NO
5.17	Can you meet the Completion of Work requirement as detailed in Section 3.13?	YES	NO
5.18	Did you include a list of equipment owned and available for service to Knox County Government as detailed in Section 3.18?	YES	NO
5.19	Did you complete and include the Insurance Checklist as detailed in Section 3.23?	YES	NO
5.20	Did you include a copy of your Safety Policy and Program as detailed in Section 3.38?	YES	NO
5.21	Did you attach a copy of your current Non-Hazardous Waste Hauler license as detailed in Section 3.40?	YES	NO
5.22	Does your equipment meet the requirements as detailed in Section 4.6?	YES	NO
5.23	Did you complete and include the pricing in Section VI?	YES	NO

5.24 **Bond (cost per thousand)** $ 50.00

5.25 **State the location you will use for Disposal of Non-Hazardous Sludge (Biodegradable).**

Domermuth Environmental, Waste Managment, Waste Connections, Global Environmental

5.26 **State the location you will use for Disposal of Non-Hazardous Sludge (Source of PCB <50 ppm, flash point over 140° F).**

Waste Management, Waste Connections

5.27 **State the location you will use for Disposal of Hazardous Sludge, if needed.**

Waste Management, Waste Connections, Global Envirnmental

ORIGINAL

SECTION VI VENDOR PRICING FOR BID NUMBER 3696, MAINTENANCE AND INSPECTION OF WATER QUALITY TREATMENT DEVICES

VENDOR NAME: Environmental Remediation Consultants INC.

Item	Description	Unit of Measure	Cost
1	Vacuum Truck for devices 1' – 20' deep (including driver/technician)	HOUR	$ 200.00
2	Vacuum Truck for devices 21' – 40' deep (including driver/technician)	HOUR	$ 220.00
3	Vacuum Truck for devices over 40' deep (including driver/technician)	HOUR	$ 240.00
4	Air Mover Truck for devices 1' – 20' deep (including driver/technician)	HOUR	$ 375.00
5	Air Mover Truck for devices 21' – 40' deep (including driver/technician)	HOUR	$ 380.00
6	Air Mover Truck for devices over 40' deep (including driver/technician)	HOUR	$ 385.00
7	Roll-Off Vac Box, if needed to be used with Air Mover Truck (includes haul fee)	EACH	$ 1,000.00
8	Combo Truck for devices up to 100' deep (including driver/technician)	HOUR	$ 375.00
9	High Powered Trailer Mounted Vacuum	HOUR	$ 185.00
10	Extra Hose, if needed (over 100')	FOOT	$ 2.00
11	Confined Space Entry Sites	DAY	$ 800.00
12	Disposal of Water	GAL	$ .60
13	Disposal of Non-Hazardous Sludge (biodegradable)	LBS	$ 65.00 Ton
14	Disposal of Non-Hazardous Sludge (Source of PCB <50 ppm, flash point over 140° F)	LBS	$ Cost +15%
15	Disposal of Hazardous Sludge, if needed	LBS	$ Cost+15%
16	Provide Extracted Petroleum Hydrocarbons (EPH) analysis (sampling and testing), if requested by Knox County	HOUR	$ 130.00
17	Provide Extracted Petroleum Hydrocarbons (EPS and Metals analysis (sampling and testing), if requested by Knox County	HOUR	$ 274.00
18	Provide full testing (e.g. PCB, herbicides, pesticides, flash point, heavy metal, and mercury), if requested by Knox County	HOUR	$ 780.00
19	Traffic Control (e.g. flaggers and signage)	HOUR	$ Cost +15%
20	Traffic Control for major thoroughfare that includes lane shifts	HOUR	$ Cost +15%
21	Closed-Circuit Television (CCTV) Inspection	HOUR	$ 400.00
22	Field Technician in addition to drive/technician included in equipment cost, if needed	HOUR	$ 65.00
23	Material Cost Plus %	PERCENT	% 15
23	Other		

ORIGINAL

ATTACHMENT A
INVITATION FOR BIDS 3696
EQUIPMENT LIST

VENDOR NAME: Environmental Remediation Consultants INC.

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

# of Resources or Equipment	Equipment or Resources	Age	Condition
4	Liquid Vacs	6-8	Great
2	Combos	2	Great
2	Air Movers	8	Great
4	Roll Off Trucks	6-10	Great
2	Camera Truck	2	Great
10	Dewatering Boxes	New	Great

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.

ORIGINAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2025

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: Patricia Mills	
Mills Environmental Insurance Services LLC 4411 Suwanee Dam Rd Ste 410 Suwanee GA 30024	PHONE (A/C, No, Ext): (770) 932-1229	FAX (A/C, No): (404) 443-0649
	E-MAIL ADDRESS: patricia.mills@millseis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Homeland Insurance Company of New York	34452
INSURED Environmental Remediation Consultants, Inc. 506 Hutchenson Road Seymour TN 37865	INSURER B : Atlantic Specialty Insurance Company	27154
	INSURER C : National Casualty Company	11991
	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 X Contractors Pollution-Occur X Professional-Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			793-00-37-80-0010	09/21/2025	09/21/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			793-00-37-82-0010	09/21/2025	09/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			793-00-37-83-0010	09/21/2025	09/21/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC349060A	09/21/2025	09/21/2026	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

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

Professional Liability Retro Date: 12/13/2013

Business Auto includes CA9948 endorsement

CERTIFICATE HOLDER

KNOX COUNTY PROCUREMENT DIVISION
1000 N Central St # 14

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 Patricia Mills <PM>

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ORIGINAL

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3696

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, William M. France, President or other Principal

Officer of Environmental Remediation Consultants INC., 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 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, § 49-5-413.

President or Principal Officer

For: Environmental Remediation Consultants INC.
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by William m France,

President or Principal Officer of Environmental Remediation Consultants INC.

On this 17 day of December 2025.

Carmen C Cannon
Notary Public

My Commission expires: 7-7-29

CARMEN C. CANNON
STATE OF TENNESSEE NOTARY PUBLIC
SEVIER COUNTY

ERC ORIGINAL
ENVIRONMENTAL REMEDIATION CONSULTANTS INC.
506 Hutcheson Road Seymour, TN 37865 (865)679-4372

CDL Drivers

William France

TNDL 101304175

Michael France

TNDL 058151491

Alex Kercher

TNDL 134584297

Rusty Conard

TNDL 118765346

ORIGINAL

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

ENVIRONMENTAL REMEDIATION CONSULTANTS INC.
414639
ID NUMBER: 67752
LIC STATUS: ACTIVE
EXPIRATION DATE: May 31, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:MICHAEL FRANCE
ENVIRONMENTAL REMEDIATION CONSULTANTS INC.
506 HUTCHENSON RD
SEYMOUR, TN 37865

State of Tennessee

414639
13974946

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
ENVIRONMENTAL REMEDIATION CONSULTANTS INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 67752
LIC STATUS: ACTIVE
EXPIRATION DATE: May 31, 2026
$1,500,000.00; BC-13; BC-28; BC-31; HC-5; HC-D; HC-H; HRA-A; HRA-C; HRA-E; HRA-E.4; MU-A; MU-C; S-A; S-Above Gr Tank; S-B; S-C; S-D; S-E; S-Equip Install; S-F

THE GREAT SEAL OF THE STATE OF TENNESSEE XVI AGRICULTURE COMMERCE 1796

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

ERC ORIGINAL

ENVIRONMENTAL REMEDIATION CONSULTANTS INC.

506 Hutcheson Road Seymour, TN 37865 (865)679-4372

40 Hour HAZWOPER and Bloodborne Pathogen Trained

William France

Brady Neubert

Trent Caldwell

Cole Essary

Donavan Black

Alex Kercher

Rusty Conard

Randy Nelson

Michael France

Aydan Rauton

ERC ORIGINAL
ENVIRONMENTAL REMEDIATION CONSULTANTS INC.
506 Hutcheson Road Seymour, TN 37865 (865)679-4372

40 Hour HAZWOPER Supervisor

William France

Donovan Black

Alex Kercher

Rusty Conard

Randy Nelson

Michael France

Aydan Rauton

ERC ORIGINAL
ENVIRONMENTAL REMEDIATION CONSULTANTS INC.
506 Hutcheson Road Seymour, TN 37865 (865)679-4372

Confined Space Trained

William France

Donovan Black

Alex Kercher

Rusty Conard

Trent Caldwell

Brady Neubert

Aydan Rauton

Cole Essary

ERC ORIGINAL
ENVIRONMENTAL REMEDIATION CONSULTANTS INC.
506 Hutcheson Road Seymour, TN 37865 (865)679-4372

Confined Space Supervisor Trained

William France

Donovan Black

Alex Kercher

Rusty Conard

Aydan Rauton

ERC ORIGINAL
ENVIRONMENTAL REMEDIATION CONSULTANTS INC.
506 Hutcheson Road Seymour, TN 37865 (865)679-4372

DOT Hazmat Trained

William France

Donovan Black

Alex Kercher

Rusty Conard

Aydan Rauton

Randy Nelson

Michael France

ERC ORIGINAL
ENVIRONMENTAL REMEDIATION CONSULTANTS INC.
506 Hutcheson Road Seymour, TN 37865 (865)679-4372

Vac Truck Training

William France

Michael France

Alex Kercher

Rusty Conard

Aydan Rauton

Donavan Black

Brady Neubert

ERC

ENVIRONMENTAL REMEDIATION CONSULTANTS INC.

ORIGINAL

INVOICE

Date:
Invoice Number:
Customer ID:

Bill To:

Location:

Job Number	Service Date	Due Date

Billing is cumulative based on individual date of service:

Unit	Item #	Description	Unit Price	Unit Type	Discount	Line Total
				Total Discount		

Subtotal 0.00

Total -

Make all checks payable to Environmental Remediation Consultants, Inc.

Thank you for your business!

506 Hutcheson Road Seymour, TN 37865 (865) 679-4372

ORIGINAL

Health And Safety Plan

			PRINT NAME	SIGNATURE
DATE:	**JOB NUMBER:**	1		
JOB LOCATION:	**CLIENT:**	2		
TIME:	**CLIENT CONTACT (NAME / NUMBER):**	3		
ERC MANAGER/SUPERVISOR:	**ERC HSO:**	4		
WEATHER:	**TEMP:**	5		
I.SCOPE OF WORK (SEE Appendix A for applicable SOPs)		6		
		7		
		8		
		9		
		10		
		11		
		12		

II. CHEMICAL / RADIOLOGICAL HAZARDS

CHEMICAL	ROUTE(S)	SIGNS & SYMPTOMS	PROTECTIVE MEASURES

III. PHYSICAL / BIOLOGICAL HAZARDS

TASK	HAZARD	PROTECTIVE MEASURES

IV. PERSONAL PROTECTIVE EQUIPMENT

LEVEL	TASK	SPECIFIC PPE (CUT PROOF GLOVES / PAPRS ETC..)

ORIGINAL

Health And Safety Plan

		Print Name	Signature
V. EMERGENCY INFORMATION: (DIAL 911 IN EMERGENCY	1		
HOSPITAL / CLINIC (NAME / NUMBER / ADDRESS):	2		
	3		
MEDICAL SURVEILLANCE REP: **ERC HSO CONTACT:**	4		
EMERGENCY CONTINGENCY FOR SITE:	5		
VI. HAZCOMM/GHS INCLUDE SDS APPEDNIX C & LIST ALL	6		
1.	7		
2.	8		
3.	9		
4.	10		
5.	11		
6.	12		

VII. INITIAL ATMOSPHERIC MONITORING REULTS

Employee will sample air ☐ Continuously and record readings ☐ Every _____ minutes X No sampling required:

Device Make / Model	Sequence or serial number	Calibration due date	Pre-use check performed by	Sampling performed by: (list names below)

Date:

Time	Sampled by	☐ O_2 (19.5–23.5%)	☐ (LEL/LFL <10%)	☐ CO (<35 ppm)	☐ H_2S (<10 ppm)	☐ VOCs	☐ Other:

Monitoring notes / diagrams:

ORIGINAL

Health And Safety Plan

VIII. COMPETENT PERSON		IX. PERMITS NEEDED (circle)
EMPLOYEE NAME	APPLICABLE CP DESIGNATION	CONFINED SPACE ENTRY
		HOT WORK
		FIRE PROTECTION SYSTEMS
		ELECTRICAL / ENERGIZED (LO/TO/TO)
		EXCAVATION / TRENCHING

X. PROJECT MANAGER SIGN OFF		
DATE / TIME	PRINT NAME	SIGN

ORIGINAL

Health And Safety Plan

PRE:		
POST:		

Please perform a "pre" job and "post" job review with crew and sign off on above section "X" to demonstrate understanding and compliance with this HASP. List any findings below that were discovered during "post" job review with crew in space provided below.

ORIGINAL

Health And Safety Plan

APPENDIX A – SPECIFIC SAFETY PROGRAMS

APPENDIX B – HOSPITAL ROUTES

APPENDIX C – SDS / ANALYTICAL

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ORIGINAL

Environmental Remediation Consultants INC.

Confined Space Entry Permit

Permit date: / / **Work shift:** 1st ☐ 2nd ☐ 3rd ☐ **Expires:** / /

Time started: _____ Time Permit Expires: _____

Permit space to be entered (name and location): _____

Purpose of entry: _____

Names of trained, authorized individuals

- Entry supervisor: _____ Signature: _____
- Entry attendant: _____
- Authorized entrants: _____
- Authorized entrants: _____

Emergency contact information

Emergency responder: _____ Phone number: _____

Contact person: _____ Time: _____

Pre-entry requirements

Requirements	Yes	No	N/A	Requirements	Yes	No	N/A
Lockout - tagout/de-energize	☐	☐	☐	Hot work permit	☐	☐	☐
Pipes(s) broken or capped or blanked	☐	☐	☐	Fall arrest harness/lifeline/tripod	☐	☐	☐
Purge or flush or drain	☐	☐	☐	Personal protective equipment	☐	☐	☐
Ventilation:	☐	☐	☐	*Hardhat*	☐	☐	☐
Secure area	☐	☐	☐	*Gloves*	☐	☐	☐
Safe lighting	☐	☐	☐	*Safety glasses*	☐	☐	☐
Non-sparking tools	☐	☐	☐	*Respirator, type*	☐	☐	☐
Communication method:	☐	☐	☐	*Other PPE:*	☐	☐	☐
Contractor employees involved	☐	☐	☐	*Other PPE:*	☐	☐	☐
Additional info or equipment required for safety:							

Space-monitoring results		Test 1	Test 2	Test 3	Test 4
Monitor at least every four hours	**Permissible entry levels**	Time: Initial:	Time: Initial:	Time: Initial:	Time: Initial:
Percent oxygen	19.5% to 23.5%				
Combustible gas	Less than 10% LEL				
Other toxic gas					
Other toxic gas					
Gas Tester Name	**Instrument Used**	**Model / Type**	**Serial Number**		

ORIGINAL

Environmental Remediation Consultants INC. Entry Permit – Page 2

Possible atmospheric hazards	Yes	No	N/A
Lack of oxygen	☐	☐	☐
Combustible gases	☐	☐	☐
Combustible vapors	☐	☐	☐
Combustible dusts	☐	☐	☐
Toxic gases/vapors	☐	☐	☐
Possible non-atmospheric hazards			
Noise	☐	☐	☐
Chemical contact	☐	☐	☐
Electrical hazard	☐	☐	☐
Mechanical exposure	☐	☐	☐
Temperature extreme	☐	☐	☐
Engulfment	☐	☐	☐
Entrapment	☐	☐	☐
Other non-atmospheric hazard	☐	☐	☐

Pre-entry checklist

Entry is not permitted until these items are completed.

OK	Needs action	
☐	☐	Before entering the permit space, the supervisor or designee must notify the rescue team.
☐	☐	A minimum of two employees must be assigned to work involving permit space entry. One employee must remain outside the permit space at all times.
☐	☐	The surrounding area must be surveyed to show that it is free of hazards such as drifting vapors from tanks, piping, sewers, or vehicle exhaust.
☐	☐	Other required permits, such as hot work permits, are obtained.
☐	☐	Those responsible for operation of the gas monitor have been trained.
☐	☐	Gas monitor calibration tests and functional test (fresh air calibration) have been performed this shift on the gas monitor.
☐	☐	The atmosphere will be continuously monitored while the space is occupied, if required by entry procedure.

This permit has been terminated for the following reason:

☐ Work completed ☐ Canceled Time: Note:

Supervisor's signature Time: Date: / /

ERC
ORIGINAL
ENVIRONMENTAL REMEDIATION CONSULTANTS INC.
506 Hutcheson Road Seymour, TN 37865 (865)679-4372

Waste Hauling

Hazardous Waste Transporter Number

TNR000046177

Non-Hazardous Waste Transporter Number

No License/Number Required for Tennessee

RLA-18032 **R-26-1-404**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Tristan Marchwicz, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with Volunteer Highway Supply Company Inc., Highway Markings Inc., and Superior Pavement Marking, Inc. for the provision of pavement marking materials and road striping services.
(Engineering and Public Works)

Attachments

Resolution

Volunteer

Highway Markings

Superior Pavement Marking, Inc.

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH VOLUNTEER HIGHWAY SUPPLY COMPANY, INC., HIGHWAY MARKINGS, INC., AND SUPERIOR PAVEMENT MARKING, INC. FOR THE PROVISION OF PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES.

RESOLUTION: **R-26-1-404**

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 desires to have a contractor provide pavement marking materials and road striping services for the Knox County Engineering and Public Works Department; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for this purpose and it has been determined that Volunteer Highway Supply Company, Inc., Highway Markings, Inc., and Superior Pavement Marking, Inc. 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 Volunteer Highway Supply Company, Inc., Highway Markings, Inc., and Superior Pavement Marking, Inc. are effective for a one (1) year term beginning on February 1, 2026 and may be extended for four (4) additional one (1) year terms, which may result in a total of five (5) years; and

WHEREAS, Volunteer Highway Supply Company, Inc., Highway Markings, Inc., and Superior Pavement Marking, Inc. 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 Volunteer Highway Supply Company, Inc., Highway Markings, Inc., and Superior Pavement Marking, Inc. for the provision of pavement marking materials and road striping 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 Volunteer Highway Supply Company, Inc., Highway Markings, Inc., and Superior Pavement Marking, Inc. for the provision of pavement marking materials and road striping 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

Volunteer Highway Supply Company, Inc.

This Contract, made and entered into this _____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and Volunteer Highway Supply Company, Inc. , hereinafter referred to as "Contractor".

Whereas, County requested bids for Pavement Marking Materials and Road Striping Services, (Invitation for Bids #3699) 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 2026 and ends the 31st day of January 2027, 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 in County's Invitation for Bids #3699 for Pavement Marking Materials and Road Striping 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 #3699. 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 Pavement Marking Materials and Road Striping 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 Pavement Marking Materials and Road Striping 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 Pavement Marking Materials and Road Striping 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 Pavement Marking Materials and Road Striping Services for Knox County in accordance with Invitation for Bids #3699.

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 #3699
B. Contractor's Response to Invitation for Bids #3699

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

Volunteer Highway Supply Company, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3699

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Pavement Marking Materials and Road Striping Services** as specified herein. Bids must be received by **2:00 p.m. local time** on **December 18, 2025.** Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3699
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 on-line by accessing http://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 a location basis, zone basis, 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 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. 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** accept, and strongly encourages, 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 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:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- 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. local time** on **December 4, 2025**. 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. The submission of your bid through our on-line portal will be the acknowledgement of signature.

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 on-line 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 **CRIMINAL HISTORY CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's sub-contractors and their employees must submit to a criminal history records check, at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance, **Attachment B**.

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 bidding.

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, 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.

2.11 **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 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.

2.15 **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 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.

2.17 **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, sub-contractor 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 provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (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 set-off, 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 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.

2.23 **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, 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 obtain a qualified contractor(s) to provide Pavement Marking Materials and Striping 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 Engineering and Public Works, Knox County Schools, 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.

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 Knox County. All material submitted becomes the property of Knox County.

3.8 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Or equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

3.9 **BONDING:** Vendors are advised that 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. All required bonds must be issued through companies licensed to do business in the State of Tennessee.

3.10 **CERTIFICATIONS:** 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.

3.11 **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 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.

3.13 **COMPLETION OF WORK:** All striping projects shall be identified by one of three priorities. Those priorities, along with the number of calendar days allowed for completion are as follows:

- High Priority – Three (3) calendars days to complete.
- Standard Priority – Seven (7) calendar days to complete.
- Low Priority – Twenty-one (21) calendar days to complete.

Contractor(s) shall notify Knox County Engineering and Public Works **weekly** to report the status and/or completion of striping projects for that week. Reports are to be made by email to Tristan Marchwicz at tristan.marchwicz@knoxcounty.org.

3.14 **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.

3.15 **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 may result in a Contract between Knox County and the successful Contractor(s). 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 **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.

3.18 **DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918. The Affidavit, **Attachment C**, must be returned with the bid.

3.19 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing pavement marking materials and striping services. The list shall include, but not be limited to, a description of vehicles, trucks, unique equipment, and facilities, including age and condition, and the number of employees available to perform pavement marking materials and road striping services. Certifications for personnel shall be included in the bid package, if applicable.

3.20 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price*	70 Points
Equipment, Capabilities, Hours, and Locations	30 Points

*Knox County may also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. 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, 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.

3.26 **INVOICE PROCEDURES:** 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.

3.26.1 The invoice must show the amount due to the Contractor by Knox County
3.26.2 The invoice must show an itemized detailed material count, including: date(s) of service, location of service, item number (if applicable) and description of material(s) and/or service(s) provided, quantity of material(s) and/or service(s) provided, the associated unit price for the material(s) and/or service(s) provided, and the total price for material(s) and/or service(s) provided.
3.26.3 Invoices are to be original and uniquely pre-numbered.
3.26.4 Invoices that do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may be required 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.

3.27 **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.

3.28 **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.

3.29 **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.

3.30 **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.

3.31 **OPEN 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.

3.32 **PERFORMANCE AND PAYMENT BONDS:** The successful Contractor(s) may be required to submit both a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one (1) project exceeds $25,000 in value. The bonds will be returned upon the successful and satisfactory completion of the project.

3.33 **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.

3.34 **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.

3.35 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract.

3.36 **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.

3.37 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful Contractor(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.

3.38 **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.

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 Contractor.

3.39 **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.

3.40 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **December 4, 2025**. Submit questions as noted in Section 1.1.

3.41 **TIMELINE FOR CONSTRUCTION AND LIQUIDATED DAMAGES:** The work to be performed under this Contract shall be issued to the Contractor in multiple call-outs. Call-outs will consist of items for work to be performed at various locations. For each call-out, the Contractor shall provide a continuous operation (uninterrupted performance on successive working days until project completed). The Contractor shall begin work no later than the first working day occurring after notice is received from Knox County.

For each calendar day occurring after the completion of work deadlines as specified in Section 3.13 that the Contractor fails to complete work on requested projects or does not maintain a continuous operation, the sum of Five Hundred Dollars ($500.00) will be deducted from monies due the Contractor and for each working day thereafter until completion. The deductions are not penalties, but liquidated damages. Failure to adhere to these timelines will result in liquidated damages and/or Contract termination.

SECTION IV SCOPE OF WORK FOR PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to furnish and install plastic and painted pavement markings in accordance with State specifications. Knox County reserves the right to procure these materials and services from other contractors if the need arises.

4.2 **ADD THE FOLLOWING TO THE END OF 716.07(d):** Only the area of the lines will be measured for payment.

4.3 **ADD THE FOLLOWING AS (h) UNDER 716.07:** Removal of Existing Painted Line – The removal of broken line and solid barrier line will be measured along the center of each line. Only painted line will be measured for payment.

4.4 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

- **4.4.1** Contractor must provide all material, labor, supplies, equipment and expertise to accomplish the work described herein.
- **4.4.2** Provide competent supervision.
- **4.4.3** Provide competent workers.
- **4.4.4** 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.
- **4.4.5** Contractor shall be solely responsible for claims of wet paint on vehicles.
- **4.4.6** Contractor shall dash the appropriate line width through all intersections that are in horizontal and vertical curves.

4.5 **REMOVAL OF PAINTED MARKINGS:** Painted pavement markings shall be removed where specified or directed by the Engineer. The method used for paint removal shall be approved by the Engineer prior to the beginning of the work. Removal of existing painted pavement markings by painting over with black paint or asphalt shall not be allowed. When the method of removal causes sand or other materials to be accumulated on the pavement, the residue shall be removed as the work progresses. Paint markings shall be removed by the method that causes the least possible damage to the pavement. All damage to the pavement or surface caused by pavement marking removal shall be repaired as directed by the Engineer at the Contractor's expense.

Where a plastic marking will replace the painted marking and paint removal is specified in the Contract documents, enough of the paint shall be removed to assure proper installation of the plastic. The paint removal shall be uniform and shall expose a minimum of seventy-five percent (75%) of the surface area that is to receive the plastic materials.

4.6 **SMALL JOBS:** Large automatic spray application machinery meeting all of the preceding requirements sometimes is not appropriate and thus will not be required for the following operations, provided the Contractor selects pavement marking equipment capable of producing a uniform, acceptable finished product consistent with the plans and specifications:

- **4.6.1** Installation of temporary pavement markings.
- **4.6.2** Installation of permanent markings on projects having a total length of one thousand (1,000) feet or less.
- **4.6.3** Installation of permanent pavement markings on an individual project segment having a total length of one thousand (1,000) feet or less on an intermittent project.
- **4.6.4** Cleaning the pavement surface prior to the placement of any pavement.

Temporary markings on final pavement surfaces shall be carefully located and placed so as to underlie or coincide with the permanent pavement marking.

4.7 **STANDARD:** The latest revision of the Manual on Uniform Traffic Control Devices for streets and highways published by the FHWA and in reasonably close conformity to the lines, dimensions, patterns, locations, and details shown on the plans or established by the Engineer will be the standard for this bid.

4.8 **STATE SPECIFICATIONS:** All items must meet Tennessee Department of Transportation, Bureau of Highways Standard Specifications.

4.9 **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.

4.10 **WET PAINT:** Contractor will be responsible for any and all claims of wet paint on any vehicle. Contractor shall indemnify Knox County as per in Section 2.11.

Please note: Do not return pages one (1) through twelve (12) with your submittal.
You must complete and return pages thirteen (13) through twenty-one (21).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING 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 Local Employees: _____

5.12 Business Location:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION VI VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: _____

5.13	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
5.14	**Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?**	**YES**	**NO**
5.15	**Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
5.16	**Did you include your certifications as detailed in Section 3.10?**	**YES**	**NO**
5.17	**Can you meet the Completion of Work requirement as detailed in Section 3.13?**	**YES**	**NO**
5.18	**Did you complete and include your Drug Free Affidavit as detailed in Section 3.18?**	**YES**	**NO**
5.19	**Did you include a list of equipment owned and available for service to Knox County Government as detailed in Section 3.19?**	**YES**	**NO**
5.20	**Did you complete and include the Insurance Checklist as detailed in Section 3.25?**	**YES**	**NO**
5.21	**Can you meet the Timeline for Construction as detailed in Section 3.41?**	**YES**	**NO**
5.22	**Bond (cost per thousand)**	**$_____**	
5.23	**Did you complete and include Section VI – Pricing with your submittal?**	**YES**	**NO**

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: _____

(See Appendix A for Specifications)

Item	Description		Unit of Measure	Price
1	411.12.03	Scoring Rumble Stripe (Non – Cont. 8”)	LM	
2	411.12.04	Scoring Rumble Stripe (Non – Cont. 4”)	LM	
3	713.02.14	Flexible Delineators (White)	EACH	
4	713.02.15	Flexible Delineators (Yellow)	EACH	
5	716.01.01	Raised Pavement Markers	EACH	
6	716.01.10	Snowplowable Reflective Marker	EACH	
7	716.01.30	Removal of Snowplowable Reflective Marker	EACH	
8	716.01.40	Remove and Replace Lens on Snowplowable Reflective Marker	EACH	
9	716.02.01	Plastic Pavement Marking (per 4” Line)	LF	
10	716.02.02	Plastic Pavement Marking (8” Barrier Line)	LF	
11	716.02.03	Plastic Pavement Marking (Crosswalk)	LF	
12	716.02.04	Plastic Pavement Marking (Channelized Striping per 12” Line)	LF	
13	716.02.05	Plastic Pavement Marking (STOP Line)	LF	
14	716.02.06	Plastic Pavement Marking (Turn Lane Arrow)	EACH	
15	716.02.07	Plastic Pavement Marking (24” Barrier Line)	LF	
16	716.02.08	Plastic Pavement Marking (8” Dotted Line)	LF	
17	716.02.09	Plastic Pavement Marking (Longitudinal X-Walk)	LF	
18	716.02.10	Plastic Pavement Marking (6” Line)	LF	
19	716.02.11	Plastic Pavement Marking (6” Dotted Line)	LF	
20	716.03.01	Plastic Pavement Marking (ONLY)	EACH	
21	716.03.02	Plastic Pavement Marking (R x R)	EACH	
22	716.03.03	Plastic Pavement Marking (Stop Ahead)	EACH	
23	716.03.04	Plastic Pavement Marking (SCHOOL)	EACH	
24	716.03.06	Plastic Pavement Marking (Signal Ahead)	EACH	
25	716.03.07	Plastic Pavement Marking (Stop)	EACH	

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: _____

Item	Description		Unit of Measure	Price
26	716.03.08	Plastic Pavement Marking (Ped-Xing)	EACH	
27	716.04.01	Plastic Pavement Marking (Straight – Turn Arrow)	EACH	
28	716.04.03	Plastic Pavement Marking (4” Dotted Line)	LF	
29	716.04.05	Plastic Pavement Marking (Straight Arrow)	EACH	
30	716.04.10	Plastic Pavement Marking (HANDICAP SYMBOL)	EACH	
31	716.04.12	Plastic Pavement Marking (Yield Line)	EACH	
32	716.05.01	Painted Pavement Marking (per 4” Line)	LF	
33	716.05.02	Painted Pavement Marking (8” Barrier Line)	LF	
34	716.05.04	Painted Pavement Marking (Chnz Striping)	SY	
35	716.05.05	Painted Pavement Marking (Stop Line)	LF	
36	716.05.06	Painted Pavement Marking (Turn Lane Arrow)	EACH	
37	716.05.08	Painted Pavement Marking (Parking Line)	LF	
38	716.05.20	Painted Pavement Marking (6” Line)	LF	
39	716.05.21	Painted Pavement Marking (4” Dotted Line)	LF	
40	716.05.50	Painted Pavement Marking (8” Line)	LF	
41	716.08.01	Removal of Pavement Marking Line (per 4” Line)	LF	
42	716.08.04	Removal of Pavement Marking (Chnz Striping)	SY	
43	716.08.05	Removal of Pavement Marking (Stop Line)	LF	
44	716.08.06	Removal of Pavement Marking (Turn Lane Arrow)	EACH	
45	716.08.12	Removal of Word Pavement Markings	EACH	
46	716.12.01	Enhanced Flat Thermo PM (4”)	LM	
47	716.12.02	Enhanced Flat Thermo PM	LM	
48	716.12.03	Enhanced Flat Thermo (8” Barrier)	LF	
49	716.12.04	Enhanced Flat Thermo (4” Dotted)	LF	

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: _____

Item	Description		Unit of Measure	Price
50	716.12.05	Enhanced Flat Thermo (6” Dotted)	LF	
51	716.12.06	Enhanced Flat Line Thermo (8” Line)	LF	
52	716.12.07	Enhanced Flat Line Thermo (8” Broken Line)	LF	
53	716.12.08	Enhanced Flat Line Thermo (12” Barrier)	LF	
54	716.12.09	Enhanced Flat Line Thermo (12” Line)	LF	
55	716.12.10	Enhanced Flat Line Thermo (12” Dotted)	LF	
56	716.13.01	Spray Thermo PM (60 mil. 4 in.)	LM	
57	716.13.02	Spray Thermo PM (60 mil. 6 in.)	LM	
58	716.13.03	Spray Thermo PM (60 mil. 8 in. Barrier)	LF	
59	716.13.04	Spray Thermo PM (60 mil. 4 in. Dotted)	LF	
60	716.13.05	Spray Thermo PM (60 mil. 6 in Dotted)	LF	
61	N/A	Painted 4 in. Line (to be used in Parking Lots)	LF	
62	N/A	3M® All Weather Traffic Paint or Equal	LF	
63	N/A	TCBW-2X White Traffic Curb with White Reflectors*	EACH	
64	N/A	TP2-36WO-DW-DW-2 White Posts with two (2) Reflective White Bands*	EACH	
65	N/A	TCEW White End Piece*	EACH	

***Barrier curb shall be bolt down “FG 300 Interstate Grade Curb System” as manufactured by Pexco or equivalent. Bidder shall include detailed submittal sheets for the product they are bidding.**

SECTION VII VENDOR EQUIPMENT LIST FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

# of Resources or Equipment	Equipment or Resources	Age	Condition

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3699

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 3699

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid 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 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, § 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 C
INVITATION FOR BIDS NUMBER 3699

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 _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D
Tennessee Department of Transportation
State Aid Program Requirements

Conflicts of Interest:

The Agency 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 Agency in connection with any work contemplated or performed relative to this Agreement.

Non-Discrimination:

The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to the discrimination in the performance of this Agreement or in the employment practices of the Agency 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 Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applications, notices of non-discrimination.

Records:

The Agency and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, 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 Agency's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

Debarment and Suspension:

The Agency 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 Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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 Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Agency 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

3M Science. Applied to Life.™

Transportation Safety Division

3M™ Connected Roads All Weather Elements

Product Bulletin CR
AWEMay 2019

Replaces Product Bulletin Series Dry, Series 50, Series 70, Series 90, and Series WetDated January 2019

1 Description

3M Connected Roads All Weather Elements (“Elements”) have been designed for use on roadways and highways,primarily as long line pavement markings. They can be used in either new marking applications or as parts of maintenance marking applications. Elements, when used with compatible binders, form markings that are highly visible, day and night, under both dry and wet weather conditions.

Table 1. 3M Connected Roads All Weather Elements product family.

Series Names			
Dry White	50	90	Wet White
Dry Yellow	51	91	Wet Yellow
Dry M White	50M	70M	Wet M White
Dry M Yellow	51M	71M	Wet M Yellow
Dry E White	50E	70E	Wet E White
Dry E Yellow	51E	71E	Wet E Yellow

2 Composite Optic Construction

Elements consist of an outer layer of microcrystalline ceramic beads partially embedded into composite cores toprovide optimal performance under dry and/or wet conditions.

3 Specifications

3.1 Retroreflectivity

Elements, when tested according to the methods below, shall have the minimum wet and dry cup brightnessvalues presented in Table 2.

Table 2. Minimum initial coefficients of retroreflection [cd/lx/m²].

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Dry Cup Brightness R_A, cd/lx/m²	White: 18.6 Yellow: 11.5	White: 7.4 Yellow: 4.6	White: 1.8 Yellow: 1.1	N/A
Wet Cup Brightness R_A, cd/lx/m²	N/A	White: 2.4 Yellow: 1.2	White: 4.2 Yellow: 2.1	White: 6.0 Yellow: 3.0

3.2 Retroreflectivity Measurements

3.2.1 Equipment and Supplies

- 8 to 24 ounce (200 to 800 mL) glass jar and lid
- No. 30 US mesh 8" (200 mm) sieve or close equivalent
- Sieve pan
- Sieve lid
- 400 mL glass beaker
- Glass stir rod or metal spatula
- Large glass or plastic funnel (greater than 5 in. / 130 mm top opening)
- Balance, accurate to 0.1 gram
- Metal or plastic sample weighing pans
- Concentrated Simple Green® All Purpose Cleaner
- Drying oven, set to 150 °F (65 °C)
- Sample cups - Glass petri dishes, approximately 2 to 4 in. (50 to 100 mm) diameter and at least ½ in. (12 mm) high
- RoadVista® 932 retroreflectometer or equivalent conforming to CIE Publication 054.2-2001 and/or ASTM E1709, capable of pointing nearly vertically down onto a sample resting on a horizontal surfacewith -4.0° entrance angle and 0.2° observation angle
- Wash bottle with water and soap solution - 200:1 water to pH neutral household dish-washingdetergent (5 g/L)

3.2.2 Sample Preparation

1. Collect a representative sample of Elements.
2. Measure out 100 grams of sample using balance.
3. Place 100 grams sample of Elements in clean glass jar and screw on lid.
4. Shake vigorously by hand for one minute to remove fines.
5. Attach sieve pan to bottom of sieve.
6. Empty jar contents onto the sieve.
7. Place lid on sieve, then swirl and shake sieve and contents for 30 seconds.
8. Remove sieve pan and lid and discard pan contents.
9. Transfer sieve contents into a clean 400 mL glass beaker, using funnel if necessary.
10. Pour or spray Simple Green® over the Elements until Elements are barely submerged.

11. Swiftly stir submerged Elements with glass rod or spatula for 20 seconds and let stand for 20 minutes. Fill the beaker to at least half way with clean water, then stir for 20 seconds.
12. Decant as much liquid from the beaker as possible without pouring out Elements.
13. Refill beaker containing Elements to at least half way with clean water, stir for 20 seconds, then decant as much liquid as possible. Repeat until rinse water is clean and clear (3-5 times).
14. Pour the Elements from the beaker onto the sieve, to remove any excess water, and spread them out evenly on the sieve screen to form a thin layer. Rinse the elements in the sieve tray with clean water to remove any remaining debris and cleaning solution. Tilt the sieve slightly to allow excess retained water to run out of the sieve.
15. Place the sieve with Elements in the 150 °F (65 °C) drying oven and leave until thoroughly dry (allow at least 30 minutes).
16. Remove sieve and Elements from the oven and allow to cool to room temperature.
17. Transfer enough of the cooled Elements from the sieve to a glass petri dish, using a funnel if necessary, to form an even layer of Elements about ¼ in. (6 mm) deep.

3.2.3 Dry Cup Brightness Test Procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
3. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
6. Take a measurement and record the R_A value in cd/lx/m^2.
7. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.2.4 Wet Cup Brightness Test Procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
3. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Using the wash bottle, gently flood and cover the Elements in the petri dish with the soap and water solution. Manually press down any Elements that float to ensure a smooth, even liquid surface above the Elements, across the entire petri dish.
6. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
7. Take a measurement and record the R_A value in cd/lx/m^2.
8. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.3 Gradation

The gradation of Elements shall meet or be within the limits in Table 3.

Table 3. Element gradation.

US Mesh	Micron	Mass Percent of Elements Passing ASTM D1921
10	2000	95-100
14	1410	0-40
20	850	0-5

4 Elements Use and Binder Compatibility

Table 4 presents the general compatibilities of Elements with several common pavement marking binders.

Table 4. General compatibilities of 3M Connected Roads All Weather Elements.

Binder	Target Thickness, final dry/cured (mils, 0.001")	Elements series for high dry reflectivity	Elements series for balanced wet and dry reflectivity	Elements series for high wet reflectivity	Elements series for all wet reflectivity
High build water-borne paint	18-25+	Dry	50	90	Wet
Thermoplastic	≥90	Dry	50	90	Wet
3M LPM 5000	18-25+	Dry	50	90	Wet
Epoxy and Polyurea (excluding LPM 5000)	18-25+	Dry E	50E	70E	Wet E
Methyl Methacrylate (MMA)	20-150+	Dry M	50M	70M	Wet M

4.1 Reflective Elements for High Build Waterborne Paint

Elements Series Dry, 50, 90, and Wet are generally compatible with paints formulated with Dow® FASTRACK™ HD21-A binder. Since formulations may vary, users should test for ultimate compatibility andperformance. Markings should be applied at a target wet thickness of at least 25 mils (0.025 inches).

4.2 Reflective Elements for Thermoplastic Markings

Elements Series Dry, 50, 90, and Wet are generally compatible with formulations based on alkyd and hydrocarbon binders with a target thickness greater than 90 mils. At a minimum, these materials should meetAASHTO M249 specifications. Since formulations may vary, users should test for ultimate compatibility and performance.

4.3 Reflective Elements for Epoxy and Polyurea Markings

Elements Series Dry E, 50E, 70E, and Wet E are generally compatible with formulations of epoxy and polyureapavement markings. Since formulations may vary, users should test for ultimate compatibility and performance.

4.4 Reflective Elements for 3M LPM 5000 Markings

Elements Series Dry, 50, 90, and Wet are compatible with 3M LPM 5000 markings. Please see 3M Product Bulletin 3M LPM 5000 for further information.

4.5 Reflective Elements for Methyl Methacrylate (MMA) Markings

Elements Series Dry M, 50M, 70M, and Wet M are generally compatible with MMA pavement markings.Since formulations may vary, users should test for ultimate compatibility and performance.

5 Installation

5.1 Weather and Pavement Conditions

Elements should be applied according to the manufacturers' application guidelines for the appropriatebinders.

5.2 Installation Equipment

Elements must be installed using a double-drop Element/bead delivery system. The Elements must be installed as the first drop of the two drop system and at a truck speed of no greater than 8 mph to minimizeloss, prevent rolling, and ensure adequate sink. Contact 3M Technical Service at 1-800-553-1380 for additional information on modifying existing equipment.

5.3 Binder Thickness

Elements should be applied at target binder thicknesses according to the guidelines presented in Table 4. Contact 3M Technical Service for product recommendations and additional application information and restrictions.

5.4 Placement of Elements and Beads

Elements and accompanying second drop beads should be applied to pavement marking binders such that theElements and beads do not roll, thus ensuring that their exposed portions are free of binder material. Elements and beads should be embedded (sunk) into binders to a depth of approximately 50% of their diameter. Under-sinking the Elements and beads will result in their premature loss and the optical failure of the marking. Over- sinking the Elements will result in low dry and wet brightnesses.

5.5 Typical Properties

Typical initial retroreflectance values are shown in Table 5. Some variance should be expected across applications, and all values represent initial properties unless otherwise noted.

Table 5. Typical average initial coefficients of retroreflected luminance[a] [mcd/m²/lx].

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Retroreflectivity, Dry Average ASTM E1710	White: 1250 Yellow: 900	White: 700 Yellow: 525	White: 500 Yellow: 375	N/A
Retroreflectivity, Wet Recovery Average ASTM E2177	N/A	White: 275 Yellow: 225	White: 375 Yellow: 300	White: 400 Yellow: 325
Retroreflectivity, Wet Continuous Average ASTM E2832	N/A	White: 200 Yellow: 150	White: 275 Yellow: 225	White: 300 Yellow: 250

a. Typical retroreflectivity results represent average performance for smooth pavement surfaces. Results may vary due to differences in pavement type and surface roughness. Initial readings taken of “M” or “E” Elements must be performed after the treatment has been cleaned off of the Elements. Increased Elements drop rate may be necessary to compensate for increased surface area characteristic of rough pavement surfaces. Wet retroreflectivity testing of markings applied in grooved or recessed surfaces is difficult since water pools in recesses. In such cases, consider installing sections of pavement markings for testing on either a smooth section of the pavement surface, or on rigid panels (50 mil aluminum). If markings are applied to panels, allow them to cure, then move them carefully for retroreflectivity testing - make sure to protect the optics when transporting.

Elements with “E” and “M” designations have been treated to prevent them from over-sinking into the binderand to slow the wicking of the binder onto the Elements. This treatment causes a temporary reduction in retroreflectivity that is regained after exposure to weather and vehicle traffic. Retroreflectivity recovery may take up to 5 weeks, depending on the weather and vehicle traffic levels. Data presented in Table 5 were, therefore, taken after the treatment was cleaned off. Similarly, users should take initial retroreflectivity readings on E and M type Elements after the treatment has been cleaned off by exposure to weather and vehicle traffic. However, if spot checks are required for markings containing “E” or “M” Elements at the time ofapplication, they should only be performed upon fully hardened markings and after the treatment has been manually cleaned off of the Elements. To remove the treatment, soak the line section to be measured with Concentrated Simple Green® All Purpose Cleaner. Let stand for 2 minutes, then rinse clean with water. Blot the line with a clean, dry cotton towel to remove excess water and allow to dry completely before performingdry or wet retroreflectivity tests.

Table 6 show typical properties for markings made with Elements.

Table 6. Other typical properties of 3M Connected Roads All Weather Elements.

Property	Test Method	Expected Result
Index of refraction of ceramic beads	ASTM E1967-98	1.89 for Dry, 2.4 for Wet
Acid resistance of glass	24-hr exposure of microcrystalline ceramic beads to 1% solution (by weight) sulfuric acid	No more than 15% of beads showing distinct opaque surface upon microscopic examination

5.6 Traffic Marking Binder Material

The marking binder shall be of quality and type as designated by governing agency. The quality binder shall bethoroughly mixed, homogeneous, and applied to the road surface per manufacturer's specifications.

5.7 3M Connected Roads All Weather Elements

Elements must be installed using the double-drop Element/bead delivery system. The Elements must be installed as the first drop of the double-drop system. The Elements shall be of the color of the traffic marking binder. Elements types shall also be chosen for each binder type according to the criteria described in Table 4.The typical gradation for Elements is shown in Table 3. Contact 3M application engineering for additional installation questions.

5.8 3M Connected Roads All Weather Elements Application Rates

Minimum Elements application rates for smooth or densely-packed pavement surfaces are presented in Table 7. The application rates stated provide good initial retroreflectivity and match the longevity, or restripe frequency, of most pavement marking binder systems to which the Elements are installed. More heavilytraveled roads will require greater quantities of Elements to achieve similar longevities.

Rough pavement surfaces (open-graded mixes, large stone mixes, etc.) can have up to 50% more surface areathan smooth surfaces. As a result, rough pavement surfaces require greater quantities of marking materials (binder, Elements, and beads) than smooth surfaces to achieve similar coverages.

Table 7. 3M Connected Roads All Weather Elements application rates.

Units	Minimum for Durable Markings on Smooth Surface	Minimum for High Build Paint or Temporary Markings on Smooth Surface
Pounds per 4-inch lineal foot	0.018	0.009
Pounds per mile, 4-inch width	93	46.5
Grams per 4-inch lineal foot	8	4
Grams per square foot	24	12
Grams per square meter	260	130
Pounds per gallon - 20 mils ~240 ft/gal	4.2	2.1
Pounds per gallon - 25 mils ~ 190 ft/gal	3.4	1.7
Pounds/100 Sq ft	5.3	2.6

5.9 Second Drop Glass Beads

A second drop of glass beads is necessary to improve physical characteristics, durabilities of finished markings, and assure expected track-free times. Glass beads usually provide some measure of increasedvisibility during dry conditions as well.

Many different glass bead gradations are currently used for pavement markings. Table 8 presents glass beadgradations appropriate for application to paint, polyurea, epoxy, 3M LPM 5000, MMA, and thermoplastic.
The gradation of the second drop must meet or be within the limits in Table 8.

Table 8. Typical gradations of second drop glass beads.

Common bead types with liquid pavement markings Bead gradations - mass percent passing (ASTM D1214)					
US Mesh	**Microns**	**AASHTO M247 Type 1**	**Missouri Specification Type P[a]**	**FP03 718.19 Type 3**	**18/50 (Utah) Performance Specification**
12	1700			100	
14	1410			95-100	
16	1180	100		80-95	
18	1000			10-40	65-80
20	850	95-100	90-97	0-5	
25	710			0-2	
30	600	75-95	60-87		0-30
40	425				
50	300	15-35	0-15		0-5
70	212		0-5		
80	180				
100	150	0-5			

a. A minimum of 15% of the total weight shall be from direct melt glass. All +30 US mesh beads shall be 85%minimum rounds and have a minimum crush strength of 30 lbs. in accordance with ASTM D1213.

Typical glass bead application rate ranges are shown in Table 9.

Table 9. Typical glass bead application rates.

Binder Type Units	High Build Waterborne Paint	Polyurea / 3M LPM 5000	Epoxy[a]	MMA	Thermoplastic
Pounds per 4" lineal foot	0.026 - 0.053	0.033 - 0.053	0.05 - 0.0917	0.033 - 0.053	0.033 - 0.053
Grams per 4" lineal foot	12 - 24	15 - 24	22.7 - 41.6	15 - 24	15 - 24
Pounds per gallon - 20 mils ~240 ft/gal	6.4 - 12.8	8.0 - 12.8	12 - 22		
Pounds per gallon - 25 mils ~ 190 ft/gal	5.1 - 10.2	6.4 - 10.2	9.5 - 17.4		
Pounds/100 Sq ft	7.94 - 15.87	9.92 - 15.87	15 - 27.5	9.92 - 15.87	9.92 - 15.87
Preferred bead type	Missouri Type P or 18/50 (Utah)			18/50 (Utah) or FP -3 #718.19 Type 3	

a. Bead drop rate may be adjusted to achieve adequate track-free time.

5.10 Quality of Second Drop Glass Beads

The required glass beads shall have an index of refraction of 1.5 when tested by the immersion method at 25 ºC (77 ºF). The glass beads shall be surface treated for optimal performance with the liquid binder trafficmarking. The glass beads shall have a minimum of 70% rounds as measured according to ASTM D1155. The surfaces of the glass beads shall be free of pits and scratches. The glass beads retained on a #40 U.S. mesh sieve (425 microns) shall have a minimum crush strength of 30 pounds, in accordance with ASTM D1213.

6 Storage

For best results, store Elements, covered and off the ground, in a cool (40-100 ºF, 4-38 ºC), dry area, indoors or outdoors. Use Elements within one year of receipt. Follow binder and glass bead manufacturers' instructions for storage.

7 Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheet (SDS) and/or productlabels of chemicals prior to handling or use. Refer to SDSs for information regarding volatile organic compound (VOC) contents of chemical products. Consult local regulations and authorities for possible restrictions on productVOC content and/or VOC emissions.

8 Quality Policy and Warranty Information

8.1 3M Basic Product Warranty

3M has no control over application methods or the quality of the surface to which materials are applied.Therefore, 3M's warranty for Elements shall be limited to the quality of materials supplied.

Elements are warranted (“Basic Warranty”) to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this product bulletin. If the Elements are proven not to havemet the Basic Warranty on their shipment date, then a buyer's exclusive remedy, and 3M's sole obligation, at 3M's option, will be refund or replacement of the Elements.

8.2 Disclaimer

THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISINGOUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM, OR USAGE OF TRADE.

8.3 Limitation of Liability

Except for the limited remedy stated above, and except where prohibited by law, 3M will not be liable for anyloss or damage arising from the use of or the inability to use the Elements or any 3M product, whether direct,indirect, special, incidental, or consequential damages (including but not limited to lost profits, business, or revenue in any way), regardless of the legal theory asserted including warranty, contract, negligence, or strictliability. Before using, the user shall determine the suitability of Elements for his/her intended use and the userassumes all risk and liability whatsoever in connection therewith.

3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in our literature to a commercially available product made by another manufacturer (for example, application equipment), it shall be the user's responsibility to ascertain itseffectiveness and to take any precautionary measures required for its use, as outlined by the product's manufacturer.

9 Other Product Information

Always confirm that you have the most current version of the applicable product bulletin, information folder, orother product information from 3M’s Website at http://www.3M.com/roadsafety.

10 Literature References

3M IF 5.22	All Weather Paint Application Guidelines for Elements and Glass Beads on a High-BuildWaterborne Traffic Marking Paint
3M IF 5.23	3M™ Connected Roads All Weather Elements Application Guidelines for 3M ConnectedRoads All Weather Elements
3M IF 5.24	3M™ All Weather Thermoplastic Pavement Markings Application Guidelines
3M IF 5.28	Liquid Pavement Marking Application Guidelines Series 5000
3M PB AWP	All Weather Paint
3M PB AWT	All Weather Thermoplastic
3M PB LPM 5000	3M™ Liquid Pavement Marking Series 5000

ASTM Test Methods are available from ASTM International, West Conshohocken, PA.

For Information or Assistance Call: 1-800-553-1380
In Canada Call:
1-800-3M HELPS (1-800-364-3577)

Internet:
http://www.3M.com/roadsafety

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3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of ourmanufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined bythe manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to bereliable at the time of this publication, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturershall be liable for any injury, loss or damage, direct, indirect, special, or consequential, arising out of the use of orthe inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

Transportation Safety Division
3M Center, Building 0225-04-N-14St. Paul, MN 55144-1000 USA

Phone 1-800-553-1380
Web 3M.com/roadsafety

Attachment B

Contractor's Response
to
Invitation for Bids #3699

SECTION V VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING 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: Volunteer Highway Supply Co. Inc.

5.2 Vendor number as assigned by Knox County: 11731

5.3 Street Address: 6814 Tice Lane

City: Knoxville **State:** TN **Zip:** 37918

5.4 Contact Person: Sherlene Bowling or Caroline Hall

5.5 Telephone Number: Office: 865-922-7473 Sherlene Cell: 865-389-6574 Caroline Cell 865-318-1719

5.6 Vendor's Email address: Sherlene: sherlene@volunteerhighway.com Caroline: caroline@volunteerhighway,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: Sherlene Bowling, President
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: 0426634
(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 Local Employees: 16

5.12 Business Location:

Address:

6814 Tice Ln

Knoxville, TN 37918

Hours of Operation:

Monday – Friday: 7 am - 6 pm

Saturday: As Needed

SECTION VI VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: Volunteer Highway Supply Co. Inc.

5.13	Did you include the correct number of exact copies as detailed in Section 1.9?	(YES)	NO
5.14	Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?	YES	(NO)
5.15	Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?	(YES)	NO
5.16	Did you include your certifications as detailed in Section 3.10?	(YES)	NO
5.17	Can you meet the Completion of Work requirement as detailed in Section 3.13?	(YES)	NO
5.18	Did you complete and include your Drug Free Affidavit as detailed in Section 3.18?	(YES)	NO
5.19	Did you include a list of equipment owned and available for service to Knox County Government as detailed in Section 3.19?	(YES)	NO
5.20	Did you complete and include the Insurance Checklist as detailed in Section 3.25?	(YES)	NO
5.21	Can you meet the Timeline for Construction as detailed in Section 3.41?	(YES)	NO
5.22	Bond (cost per thousand)	$ 6.00	
5.23	Did you complete and include Section VI – Pricing with your submittal?	(YES)	NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: Volunteer Highway Supply Co. Inc.

(See Appendix A for Specifications)

Item	Description		Unit of Measure	Price
1	411.12.03	Scoring Rumble Stripe (Non – Cont. 8")	LM	$2,500.00
2	411.12.04	Scoring Rumble Stripe (Non – Cont. 4")	LM	$2,500.00
3	713.02.14	Flexible Delineators (White)	EACH	$50.00
4	713.02.15	Flexible Delineators (Yellow)	EACH	$50.00
5	716.01.01	Raised Pavement Markers	EACH	$10.00
6	716.01.10	Snowplowable Reflective Marker	EACH	$45.00
7	716.01.30	Removal of Snowplowable Reflective Marker	EACH	$10.00
8	716.01.40	Remove and Replace Lens on Snowplowable Reflective Marker	EACH	$10.00
9	716.02.01	Plastic Pavement Marking (per 4" Line)	LF	$ 0.70
10	716.02.02	Plastic Pavement Marking (8" Barrier Line)	LF	$ 1.50
11	716.02.03	Plastic Pavement Marking (Crosswalk)	LF	$12.00
12	716.02.04	Plastic Pavement Marking (Channelized Striping per 12" Line)	LF	$ 3.00
13	716.02.05	Plastic Pavement Marking (STOP Line)	LF	$12.00
14	716.02.06	Plastic Pavement Marking (Turn Lane Arrow)	EACH	$250.00
15	716.02.07	Plastic Pavement Marking (24" Barrier Line)	LF	$ 9.00
16	716.02.08	Plastic Pavement Marking (8" Dotted Line)	LF	$ 3.00
17	716.02.09	Plastic Pavement Marking (Longitudinal X-Walk)	LF	$25.00
18	716.02.10	Plastic Pavement Marking (6" Line)	LF	$ 1.45
19	716.02.11	Plastic Pavement Marking (6" Dotted Line)	LF	$ 1.45
20	716.03.01	Plastic Pavement Marking (ONLY)	EACH	$250.00
21	716.03.02	Plastic Pavement Marking (R x R)	EACH	$600.00
22	716.03.03	Plastic Pavement Marking (Stop Ahead)	EACH	$475.00
23	716.03.04	Plastic Pavement Marking (SCHOOL)	EACH	$550.00
24	716.03.06	Plastic Pavement Marking (Signal Ahead)	EACH	$600.00
25	716.03.07	Plastic Pavement Marking (Stop)	EACH	$250.00

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: Volunteer Highway Supply Co. Inc.

Item	Description		Unit of Measure	Price
26	716.03.08	Plastic Pavement Marking (Ped-Xing)	EACH	$475.00
27	716.04.01	Plastic Pavement Marking (Straight – Turn Arrow)	EACH	$350.00
28	716.04.03	Plastic Pavement Marking (4" Dotted Line)	LF	$ 0.70
29	716.04.05	Plastic Pavement Marking (Straight Arrow)	EACH	$175.00
30	716.04.10	Plastic Pavement Marking (HANDICAP SYMBOL)	EACH	$275.00
31	716.04.12	Plastic Pavement Marking (Yield Line)	EACH	$ 50.00
32	716.05.01	Painted Pavement Marking (per 4" Line)	LF	$ 0.13
33	716.05.02	Painted Pavement Marking (8" Barrier Line)	LF	$ 0.25
34	716.05.04	Painted Pavement Marking (Chnz Striping)	SY	$12.00
35	716.05.05	Painted Pavement Marking (Stop Line)	LF	$ 6.00
36	716.05.06	Painted Pavement Marking (Turn Lane Arrow)	EACH	$125.00
37	716.05.08	Painted Pavement Marking (Parking Line)	LF	$ 2.00
38	716.05.20	Painted Pavement Marking (6" Line)	LF	$ 0.20
39	716.05.21	Painted Pavement Marking (4" Dotted Line)	LF	$ 0.13
40	716.05.50	Painted Pavement Marking (8" Line)	LF	$ 0.25
41	716.08.01	Removal of Pavement Marking Line (per 4" Line)	LF	$ 1.00
42	716.08.04	Removal of Pavement Marking (Chnz Striping)	SY	$21.00
43	716.08.05	Removal of Pavement Marking (Stop Line)	LF	$ 6.00
44	716.08.06	Removal of Pavement Marking (Turn Lane Arrow)	EACH	$100.00
45	716.08.12	Removal of Word Pavement Markings	EACH	$100.00
46	716.12.01	Enhanced Flat Thermo PM (4")	LM	$4,800.00
47	716.12.02	Enhanced Flat Thermo PM (6")	LM	$7,200.00
48	716.12.03	Enhanced Flat Thermo (8" Barrier)	LF	$ 2.00
49	716.12.04	Enhanced Flat Thermo (4" Dotted)	LF	$ 1.00

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: Volunteer Highway Supply Co. Inc.

Item	Description		Unit of Measure	Price
50	716.12.05	Enhanced Flat Thermo (6" Dotted)	LF	$ 1.40
51	716.12.06	Enhanced Flat Line Thermo (8" Line)	LF	$ 2.00
52	716.12.07	Enhanced Flat Line Thermo (8" Broken Line)	LF	$ 2.00
53	716.12.08	Enhanced Flat Line Thermo (12" Barrier)	LF	$ 3.00
54	716.12.09	Enhanced Flat Line Thermo (12" Line)	LF	$ 3.00
55	716.12.10	Enhanced Flat Line Thermo (12" Dotted)	LF	$ 3.00
56	716.13.01	Spray Thermo PM (60 mil. 4 in.)	LM	$3,200.00
57	716.13.02	Spray Thermo PM (60 mil. 6 in.)	LM	$4,600.00
58	716.13.03	Spray Thermo PM (60 mil. 8 in. Barrier)	LF	$ 1.20
59	716.13.04	Spray Thermo PM (60 mil. 4 in. Dotted)	LF	$ 0.70
60	716.13.05	Spray Thermo PM (60 mil. 6 in Dotted)	LF	$ 1.00
61	N/A	Painted 4 in. Line (to be used in Parking Lots)	LF	$ 2.00
62	N/A	3M® All Weather Traffic Paint or Equal	LF	$ 0.65
63	N/A	TCBW-2X White Traffic Curb with White Reflectors*	EACH	$240.00
64	N/A	TP2-36WO-DW-DW-2 White Posts with two (2) Reflective White Bands*	EACH	$125.00
65	N/A	TCEW White End Piece*	EACH	$100.00

***Barrier curb shall be bolt down "FG 300 Interstate Grade Curb System" as manufactured by Pexco or equivalent. Bidder shall include detailed submittal sheets for the product they are bidding.**

SECTION VII VENDOR EQUIPMENT LIST FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: Volunteer Highway Supply Co. Inc.

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

# of Resources or Equipment	Equipment or Resources	Age	Condition
1	2020 HOG Rumble Truck	5 Years	Excellent
5	MRL Paint Trucks 500 gal capacity	4 to 8 years	Excellent to Good
2	MRL Long Line Thermoplastic Trucks	2 & 5 years	Excellent
1	MRL Detail Thermo Truck	5 years	Excellent
2	MRL Mini Mac Applicators	2 - 6 years	Excellent
4	MRL Handliners & Dies	4 - 6 years	Excellent
1	Dynatech - Saw Truck	1 year	Excellent
1	Peterbilt Epoxy Truck	5 years	Excellent
3	S770 Bobcats	4 - 10 years	Excellent to Good
4	Ford 250 Crew Cabs with message boards	4 - 9 years	Excellent to Good
1	Ford F550 Dump Truck	2 years	Excellent
1	Superior Broom-Front Mount	4 years	Excellent
4	Smith Grinding Heads	2 - 6 years	Excellent to Good
3	Crash Cushion Trucks	1 - 10 years	Excellent to 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 3699

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: Brown & Brown Insurance AUTHORIZING SIGNATURE: Brent Wilson

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Volunteer Highway Supply Co. Inc. AUTHORIZING SIGNATURE: Sherlene Bowlin

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3699

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Sherlene Bowling, President or other Principal

Officer of Volunteer Highway Supply Co. Inc., 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 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, § 49-5-413.

Sherlene Bowling
President or Principal Officer

For: Volunteer Highway Supply Co. Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF KNOX }

Subscribed and sworn before me by Sherlene Bowling,

President or Principal Officer of Volunteer Highway Supply Co. Inc.,

On this 18 TH day of December 2025.

Cindy Kilgore
Notary Public

My Commission expires: 2/3/2029

CINDY KILGORE
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3699

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, Sherlene Bowling, President or other Principal Officer of

Volunteer Highway Supply Co. 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.

Sherlene Bowling
President or Principal Officer

For: Volunteer Highway Supply Co. Inc.
Name of Company

STATE OF TENNESSEE {COUNTY OF KNOX }

Subscribed and sworn before me by Sherlene Bowling,

President or principal officer of Volunteer Highway Supply Co. Inc.,

On this 18th day of December 2025.

Cindy Kilgore
Notary Public

My Commission expires: 2/3/2029

CINDY KILGORE
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

ATTACHMENT D
Tennessee Department of Transportation
State Aid Program Requirements

Conflicts of Interest:

The Agency 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 Agency in connection with any work contemplated or performed relative to this Agreement.

Non-Discrimination:

The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to the discrimination in the performance of this Agreement or in the employment practices of the Agency 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 Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applications, notices of non-discrimination.

Records:

The Agency and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, 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 Agency's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

Debarment and Suspension:

The Agency 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 Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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 Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Agency 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

SHERRY WITT
KNOX COUNTY CLERK

P O BOX 1566

KNOXVILLE, TN 37901

LICENSE
0426634

STANDARD BUSINESS TAX LICENSE

Mailing	Location
23140 VOLUNTEER HIGHWAY SUPPLY CO INC 6814 TICE LN KNOXVILLE, TN 37918	VOLUNTEER HIGHWAY SUPPLY CO INC 6814 TICE LN KNOXVILLE, TN 37918

LOCAL ACCOUNT NUMBER 23140

STATE ACCOUNT NUMBER 1001180310

TRANSACTION NUMBER

CLASS 04

SALES TAX NUMBER

ISSUE DATE 03/27/25

TAX PERIOD 1/1/2024 - 12/31/2024

PAYMENT DUE BY 4/15/2026

EXPIRATION DATE 05/15/2026

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.

DEPUTY CLERK SIGNATURE 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
0426634

STANDARD BUSINESS TAX LICENSE

WK182 Drawer: 182 Site: 1
Work Date: 03/27/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2025

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 Brown & Brown Insurance Services, Inc. A Division of Brown & Brown TN 6 Cadillac Drive, Suite 200 Brentwood TN 37027	CONTACT NAME: PHONE (A/C, No, Ext): (615) 385-8301 FAX (A/C, No): (615) 385-8260 E-MAIL ADDRESS: leeann.sterry@bbrown.com
INSURED Volunteer Highway Supply Company, Inc. 6814 Tice Lane Knoxville TN 37918	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity Company — 25658 INSURER B : The Travelers Indemnity Company of Connecticut — 25682 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Phoenix Insurance Company — 25623 INSURER E : The Travelers Indemnity Company of America — 25666 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 01/01/2025-26 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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CO6C09852A	01/01/2025	01/01/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BA3L124130	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP8H928147	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	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		UB9J545142	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
E	CONTRACTORS EQUIPMENT LEASED/RENTED COVERAGE			6606C64747A	01/01/2025	01/01/2026	LEASED/RENTED LIMIT DEDUCTIBLE	100,000 2,500

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

RE: BID: NO 3699 Pavement Marking\ Material and Road Striping Services
As respects General Liability, the certificate holder is additional insured (attached) & Automobile liability (attached) with respect to the written contract between the certificate holder and the named insured for the referenced project or agreement. 30 day cancellation notice applies, except for 10 days notice for nonpayment.

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 Government

and

Highway Markings, Inc.

This Contract, made and entered into this _____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and Highway Markings, Inc. , hereinafter referred to as "Contractor".

Whereas, County requested bids for Pavement Marking Materials and Road Striping Services, (Invitation for Bids #3699) 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 2026 and ends the 31st day of January 2027, 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 in County's Invitation for Bids #3699 for Pavement Marking Materials and Road Striping 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 #3699. 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 Pavement Marking Materials and Road Striping 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 Pavement Marking Materials and Road Striping 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 Pavement Marking Materials and Road Striping 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 Pavement Marking Materials and Road Striping Services for Knox County in accordance with Invitation for Bids #3699.

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 #3699
B. Contractor's Response to Invitation for Bids #3699

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

Highway Markings, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3699

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Pavement Marking Materials and Road Striping Services** as specified herein. Bids must be received by **2:00 p.m. local time** on **December 18, 2025.** Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3699
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 on-line by accessing http://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 a location basis, zone basis, 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 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. 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** accept, and strongly encourages, 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 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:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- 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. local time** on **December 4, 2025**. 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. The submission of your bid through our on-line portal will be the acknowledgement of signature.

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 on-line 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 **CRIMINAL HISTORY CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's sub-contractors and their employees must submit to a criminal history records check, at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance, **Attachment B**.

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 bidding.

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, 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.

2.11 **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 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.

2.15 **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 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.

2.17 **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, sub-contractor 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 provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (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 set-off, 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 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.

2.23 **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, 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 obtain a qualified contractor(s) to provide Pavement Marking Materials and Striping 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 Engineering and Public Works, Knox County Schools, 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.

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 Knox County. All material submitted becomes the property of Knox County.

3.8 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Or equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

3.9 **BONDING:** Vendors are advised that 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. All required bonds must be issued through companies licensed to do business in the State of Tennessee.

3.10 **CERTIFICATIONS:** 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.

3.11 **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 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.

3.13 **COMPLETION OF WORK:** All striping projects shall be identified by one of three priorities. Those priorities, along with the number of calendar days allowed for completion are as follows:

- High Priority – Three (3) calendars days to complete.
- Standard Priority – Seven (7) calendar days to complete.
- Low Priority – Twenty-one (21) calendar days to complete.

Contractor(s) shall notify Knox County Engineering and Public Works **weekly** to report the status and/or completion of striping projects for that week. Reports are to be made by email to Tristan Marchwicz at tristan.marchwicz@knoxcounty.org.

3.14 **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.

3.15 **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 may result in a Contract between Knox County and the successful Contractor(s). 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 **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.

3.18 **DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918. The Affidavit, **Attachment C**, must be returned with the bid.

3.19 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing pavement marking materials and striping services. The list shall include, but not be limited to, a description of vehicles, trucks, unique equipment, and facilities, including age and condition, and the number of employees available to perform pavement marking materials and road striping services. Certifications for personnel shall be included in the bid package, if applicable.

3.20 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price*	70 Points
Equipment, Capabilities, Hours, and Locations	30 Points

*Knox County may also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. 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, 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.

3.26 **INVOICE PROCEDURES:** 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.

3.26.1 The invoice must show the amount due to the Contractor by Knox County
3.26.2 The invoice must show an itemized detailed material count, including: date(s) of service, location of service, item number (if applicable) and description of material(s) and/or service(s) provided, quantity of material(s) and/or service(s) provided, the associated unit price for the material(s) and/or service(s) provided, and the total price for material(s) and/or service(s) provided.
3.26.3 Invoices are to be original and uniquely pre-numbered.
3.26.4 Invoices that do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may be required 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.

3.27 **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.

3.28 **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.

3.29 **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.

3.30 **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.

3.31 **OPEN 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.

3.32 **PERFORMANCE AND PAYMENT BONDS:** The successful Contractor(s) may be required to submit both a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one (1) project exceeds $25,000 in value. The bonds will be returned upon the successful and satisfactory completion of the project.

3.33 **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.

3.34 **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.

3.35 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract.

3.36 **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.

3.37 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful Contractor(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.

3.38 **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.

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 Contractor.

3.39 **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.

3.40 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **December 4, 2025**. Submit questions as noted in Section 1.1.

3.41 **TIMELINE FOR CONSTRUCTION AND LIQUIDATED DAMAGES:** The work to be performed under this Contract shall be issued to the Contractor in multiple call-outs. Call-outs will consist of items for work to be performed at various locations. For each call-out, the Contractor shall provide a continuous operation (uninterrupted performance on successive working days until project completed). The Contractor shall begin work no later than the first working day occurring after notice is received from Knox County.

For each calendar day occurring after the completion of work deadlines as specified in Section 3.13 that the Contractor fails to complete work on requested projects or does not maintain a continuous operation, the sum of Five Hundred Dollars ($500.00) will be deducted from monies due the Contractor and for each working day thereafter until completion. The deductions are not penalties, but liquidated damages. Failure to adhere to these timelines will result in liquidated damages and/or Contract termination.

SECTION IV SCOPE OF WORK FOR PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to furnish and install plastic and painted pavement markings in accordance with State specifications. Knox County reserves the right to procure these materials and services from other contractors if the need arises.

4.2 **ADD THE FOLLOWING TO THE END OF 716.07(d):** Only the area of the lines will be measured for payment.

4.3 **ADD THE FOLLOWING AS (h) UNDER 716.07:** Removal of Existing Painted Line – The removal of broken line and solid barrier line will be measured along the center of each line. Only painted line will be measured for payment.

4.4 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

- **4.4.1** Contractor must provide all material, labor, supplies, equipment and expertise to accomplish the work described herein.
- **4.4.2** Provide competent supervision.
- **4.4.3** Provide competent workers.
- **4.4.4** 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.
- **4.4.5** Contractor shall be solely responsible for claims of wet paint on vehicles.
- **4.4.6** Contractor shall dash the appropriate line width through all intersections that are in horizontal and vertical curves.

4.5 **REMOVAL OF PAINTED MARKINGS:** Painted pavement markings shall be removed where specified or directed by the Engineer. The method used for paint removal shall be approved by the Engineer prior to the beginning of the work. Removal of existing painted pavement markings by painting over with black paint or asphalt shall not be allowed. When the method of removal causes sand or other materials to be accumulated on the pavement, the residue shall be removed as the work progresses. Paint markings shall be removed by the method that causes the least possible damage to the pavement. All damage to the pavement or surface caused by pavement marking removal shall be repaired as directed by the Engineer at the Contractor's expense.

Where a plastic marking will replace the painted marking and paint removal is specified in the Contract documents, enough of the paint shall be removed to assure proper installation of the plastic. The paint removal shall be uniform and shall expose a minimum of seventy-five percent (75%) of the surface area that is to receive the plastic materials.

4.6 **SMALL JOBS:** Large automatic spray application machinery meeting all of the preceding requirements sometimes is not appropriate and thus will not be required for the following operations, provided the Contractor selects pavement marking equipment capable of producing a uniform, acceptable finished product consistent with the plans and specifications:

- **4.6.1** Installation of temporary pavement markings.
- **4.6.2** Installation of permanent markings on projects having a total length of one thousand (1,000) feet or less.
- **4.6.3** Installation of permanent pavement markings on an individual project segment having a total length of one thousand (1,000) feet or less on an intermittent project.
- **4.6.4** Cleaning the pavement surface prior to the placement of any pavement.

Temporary markings on final pavement surfaces shall be carefully located and placed so as to underlie or coincide with the permanent pavement marking.

4.7 **STANDARD:** The latest revision of the Manual on Uniform Traffic Control Devices for streets and highways published by the FHWA and in reasonably close conformity to the lines, dimensions, patterns, locations, and details shown on the plans or established by the Engineer will be the standard for this bid.

4.8 **STATE SPECIFICATIONS:** All items must meet Tennessee Department of Transportation, Bureau of Highways Standard Specifications.

4.9 **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.

4.10 **WET PAINT:** Contractor will be responsible for any and all claims of wet paint on any vehicle. Contractor shall indemnify Knox County as per in Section 2.11.

Please note: Do not return pages one (1) through twelve (12) with your submittal.
You must complete and return pages thirteen (13) through twenty-one (21).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING 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 Local Employees: _____

5.12 Business Location:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION VI VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: _____

5.13	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
5.14	**Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?**	**YES**	**NO**
5.15	**Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
5.16	**Did you include your certifications as detailed in Section 3.10?**	**YES**	**NO**
5.17	**Can you meet the Completion of Work requirement as detailed in Section 3.13?**	**YES**	**NO**
5.18	**Did you complete and include your Drug Free Affidavit as detailed in Section 3.18?**	**YES**	**NO**
5.19	**Did you include a list of equipment owned and available for service to Knox County Government as detailed in Section 3.19?**	**YES**	**NO**
5.20	**Did you complete and include the Insurance Checklist as detailed in Section 3.25?**	**YES**	**NO**
5.21	**Can you meet the Timeline for Construction as detailed in Section 3.41?**	**YES**	**NO**
5.22	**Bond (cost per thousand)**	**$_____**	
5.23	**Did you complete and include Section VI – Pricing with your submittal?**	**YES**	**NO**

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: _____

(See Appendix A for Specifications)

Item	Description		Unit of Measure	Price
1	411.12.03	Scoring Rumble Stripe (Non – Cont. 8”)	LM	
2	411.12.04	Scoring Rumble Stripe (Non – Cont. 4”)	LM	
3	713.02.14	Flexible Delineators (White)	EACH	
4	713.02.15	Flexible Delineators (Yellow)	EACH	
5	716.01.01	Raised Pavement Markers	EACH	
6	716.01.10	Snowplowable Reflective Marker	EACH	
7	716.01.30	Removal of Snowplowable Reflective Marker	EACH	
8	716.01.40	Remove and Replace Lens on Snowplowable Reflective Marker	EACH	
9	716.02.01	Plastic Pavement Marking (per 4” Line)	LF	
10	716.02.02	Plastic Pavement Marking (8” Barrier Line)	LF	
11	716.02.03	Plastic Pavement Marking (Crosswalk)	LF	
12	716.02.04	Plastic Pavement Marking (Channelized Striping per 12” Line)	LF	
13	716.02.05	Plastic Pavement Marking (STOP Line)	LF	
14	716.02.06	Plastic Pavement Marking (Turn Lane Arrow)	EACH	
15	716.02.07	Plastic Pavement Marking (24” Barrier Line)	LF	
16	716.02.08	Plastic Pavement Marking (8” Dotted Line)	LF	
17	716.02.09	Plastic Pavement Marking (Longitudinal X-Walk)	LF	
18	716.02.10	Plastic Pavement Marking (6” Line)	LF	
19	716.02.11	Plastic Pavement Marking (6” Dotted Line)	LF	
20	716.03.01	Plastic Pavement Marking (ONLY)	EACH	
21	716.03.02	Plastic Pavement Marking (R x R)	EACH	
22	716.03.03	Plastic Pavement Marking (Stop Ahead)	EACH	
23	716.03.04	Plastic Pavement Marking (SCHOOL)	EACH	
24	716.03.06	Plastic Pavement Marking (Signal Ahead)	EACH	
25	716.03.07	Plastic Pavement Marking (Stop)	EACH	

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: _____

Item	Description		Unit of Measure	Price
26	716.03.08	Plastic Pavement Marking (Ped-Xing)	EACH	
27	716.04.01	Plastic Pavement Marking (Straight – Turn Arrow)	EACH	
28	716.04.03	Plastic Pavement Marking (4” Dotted Line)	LF	
29	716.04.05	Plastic Pavement Marking (Straight Arrow)	EACH	
30	716.04.10	Plastic Pavement Marking (HANDICAP SYMBOL)	EACH	
31	716.04.12	Plastic Pavement Marking (Yield Line)	EACH	
32	716.05.01	Painted Pavement Marking (per 4” Line)	LF	
33	716.05.02	Painted Pavement Marking (8” Barrier Line)	LF	
34	716.05.04	Painted Pavement Marking (Chnz Striping)	SY	
35	716.05.05	Painted Pavement Marking (Stop Line)	LF	
36	716.05.06	Painted Pavement Marking (Turn Lane Arrow)	EACH	
37	716.05.08	Painted Pavement Marking (Parking Line)	LF	
38	716.05.20	Painted Pavement Marking (6” Line)	LF	
39	716.05.21	Painted Pavement Marking (4” Dotted Line)	LF	
40	716.05.50	Painted Pavement Marking (8” Line)	LF	
41	716.08.01	Removal of Pavement Marking Line (per 4” Line)	LF	
42	716.08.04	Removal of Pavement Marking (Chnz Striping)	SY	
43	716.08.05	Removal of Pavement Marking (Stop Line)	LF	
44	716.08.06	Removal of Pavement Marking (Turn Lane Arrow)	EACH	
45	716.08.12	Removal of Word Pavement Markings	EACH	
46	716.12.01	Enhanced Flat Thermo PM (4”)	LM	
47	716.12.02	Enhanced Flat Thermo PM	LM	
48	716.12.03	Enhanced Flat Thermo (8” Barrier)	LF	
49	716.12.04	Enhanced Flat Thermo (4” Dotted)	LF	

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: _____

Item	Description		Unit of Measure	Price
50	716.12.05	Enhanced Flat Thermo (6” Dotted)	LF	
51	716.12.06	Enhanced Flat Line Thermo (8” Line)	LF	
52	716.12.07	Enhanced Flat Line Thermo (8” Broken Line)	LF	
53	716.12.08	Enhanced Flat Line Thermo (12” Barrier)	LF	
54	716.12.09	Enhanced Flat Line Thermo (12” Line)	LF	
55	716.12.10	Enhanced Flat Line Thermo (12” Dotted)	LF	
56	716.13.01	Spray Thermo PM (60 mil. 4 in.)	LM	
57	716.13.02	Spray Thermo PM (60 mil. 6 in.)	LM	
58	716.13.03	Spray Thermo PM (60 mil. 8 in. Barrier)	LF	
59	716.13.04	Spray Thermo PM (60 mil. 4 in. Dotted)	LF	
60	716.13.05	Spray Thermo PM (60 mil. 6 in Dotted)	LF	
61	N/A	Painted 4 in. Line (to be used in Parking Lots)	LF	
62	N/A	3M® All Weather Traffic Paint or Equal	LF	
63	N/A	TCBW-2X White Traffic Curb with White Reflectors*	EACH	
64	N/A	TP2-36WO-DW-DW-2 White Posts with two (2) Reflective White Bands*	EACH	
65	N/A	TCEW White End Piece*	EACH	

***Barrier curb shall be bolt down “FG 300 Interstate Grade Curb System” as manufactured by Pexco or equivalent. Bidder shall include detailed submittal sheets for the product they are bidding.**

SECTION VII VENDOR EQUIPMENT LIST FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

# of Resources or Equipment	Equipment or Resources	Age	Condition

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3699

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 3699

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid 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 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, § 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 C
INVITATION FOR BIDS NUMBER 3699

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 _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D
Tennessee Department of Transportation
State Aid Program Requirements

Conflicts of Interest:

The Agency 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 Agency in connection with any work contemplated or performed relative to this Agreement.

Non-Discrimination:

The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to the discrimination in the performance of this Agreement or in the employment practices of the Agency 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 Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applications, notices of non-discrimination.

Records:

The Agency and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, 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 Agency's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

Debarment and Suspension:

The Agency 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 Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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 Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Agency 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

3M Science. Applied to Life.™

Transportation Safety Division

3M™ Connected Roads All Weather Elements

Product Bulletin CR
AWEMay 2019

Replaces Product Bulletin Series Dry, Series 50, Series 70, Series 90, and Series WetDated January 2019

1 Description

3M Connected Roads All Weather Elements (“Elements”) have been designed for use on roadways and highways,primarily as long line pavement markings. They can be used in either new marking applications or as parts of maintenance marking applications. Elements, when used with compatible binders, form markings that are highly visible, day and night, under both dry and wet weather conditions.

Table 1. 3M Connected Roads All Weather Elements product family.

Series Names			
Dry White	50	90	Wet White
Dry Yellow	51	91	Wet Yellow
Dry M White	50M	70M	Wet M White
Dry M Yellow	51M	71M	Wet M Yellow
Dry E White	50E	70E	Wet E White
Dry E Yellow	51E	71E	Wet E Yellow

2 Composite Optic Construction

Elements consist of an outer layer of microcrystalline ceramic beads partially embedded into composite cores toprovide optimal performance under dry and/or wet conditions.

3 Specifications

3.1 Retroreflectivity

Elements, when tested according to the methods below, shall have the minimum wet and dry cup brightnessvalues presented in Table 2.

Table 2. Minimum initial coefficients of retroreflection [cd/lx/m²].

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Dry Cup Brightness R_A, cd/lx/m²	White: 18.6 Yellow: 11.5	White: 7.4 Yellow: 4.6	White: 1.8 Yellow: 1.1	N/A
Wet Cup Brightness R_A, cd/lx/m²	N/A	White: 2.4 Yellow: 1.2	White: 4.2 Yellow: 2.1	White: 6.0 Yellow: 3.0

3.2 Retroreflectivity Measurements

3.2.1 Equipment and Supplies

- 8 to 24 ounce (200 to 800 mL) glass jar and lid
- No. 30 US mesh 8" (200 mm) sieve or close equivalent
- Sieve pan
- Sieve lid
- 400 mL glass beaker
- Glass stir rod or metal spatula
- Large glass or plastic funnel (greater than 5 in. / 130 mm top opening)
- Balance, accurate to 0.1 gram
- Metal or plastic sample weighing pans
- Concentrated Simple Green® All Purpose Cleaner
- Drying oven, set to 150 °F (65 °C)
- Sample cups - Glass petri dishes, approximately 2 to 4 in. (50 to 100 mm) diameter and at least ½ in. (12 mm) high
- RoadVista® 932 retroreflectometer or equivalent conforming to CIE Publication 054.2-2001 and/or ASTM E1709, capable of pointing nearly vertically down onto a sample resting on a horizontal surfacewith -4.0° entrance angle and 0.2° observation angle
- Wash bottle with water and soap solution - 200:1 water to pH neutral household dish-washingdetergent (5 g/L)

3.2.2 Sample Preparation

1. Collect a representative sample of Elements.
2. Measure out 100 grams of sample using balance.
3. Place 100 grams sample of Elements in clean glass jar and screw on lid.
4. Shake vigorously by hand for one minute to remove fines.
5. Attach sieve pan to bottom of sieve.
6. Empty jar contents onto the sieve.
7. Place lid on sieve, then swirl and shake sieve and contents for 30 seconds.
8. Remove sieve pan and lid and discard pan contents.
9. Transfer sieve contents into a clean 400 mL glass beaker, using funnel if necessary.
10. Pour or spray Simple Green® over the Elements until Elements are barely submerged.

11. Swiftly stir submerged Elements with glass rod or spatula for 20 seconds and let stand for 20 minutes. Fill the beaker to at least half way with clean water, then stir for 20 seconds.
12. Decant as much liquid from the beaker as possible without pouring out Elements.
13. Refill beaker containing Elements to at least half way with clean water, stir for 20 seconds, then decant as much liquid as possible. Repeat until rinse water is clean and clear (3-5 times).
14. Pour the Elements from the beaker onto the sieve, to remove any excess water, and spread them out evenly on the sieve screen to form a thin layer. Rinse the elements in the sieve tray with clean water to remove any remaining debris and cleaning solution. Tilt the sieve slightly to allow excess retained water to run out of the sieve.
15. Place the sieve with Elements in the 150 °F (65 °C) drying oven and leave until thoroughly dry (allow at least 30 minutes).
16. Remove sieve and Elements from the oven and allow to cool to room temperature.
17. Transfer enough of the cooled Elements from the sieve to a glass petri dish, using a funnel if necessary, to form an even layer of Elements about ¼ in. (6 mm) deep.

3.2.3 Dry Cup Brightness Test Procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
3. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
6. Take a measurement and record the R_A value in cd/lx/m^2.
7. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.2.4 Wet Cup Brightness Test Procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
3. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Using the wash bottle, gently flood and cover the Elements in the petri dish with the soap and water solution. Manually press down any Elements that float to ensure a smooth, even liquid surface above the Elements, across the entire petri dish.
6. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
7. Take a measurement and record the R_A value in cd/lx/m^2.
8. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.3 Gradation

The gradation of Elements shall meet or be within the limits in Table 3.

Table 3. Element gradation.

US Mesh	Micron	Mass Percent of Elements Passing ASTM D1921
10	2000	95-100
14	1410	0-40
20	850	0-5

4 Elements Use and Binder Compatibility

Table 4 presents the general compatibilities of Elements with several common pavement marking binders.

Table 4. General compatibilities of 3M Connected Roads All Weather Elements.

Binder	Target Thickness, final dry/cured (mils, 0.001")	Elements series for high dry reflectivity	Elements series for balanced wet and dry reflectivity	Elements series for high wet reflectivity	Elements series for all wet reflectivity
High build water-borne paint	18-25+	Dry	50	90	Wet
Thermoplastic	≥90	Dry	50	90	Wet
3M LPM 5000	18-25+	Dry	50	90	Wet
Epoxy and Polyurea (excluding LPM 5000)	18-25+	Dry E	50E	70E	Wet E
Methyl Methacrylate (MMA)	20-150+	Dry M	50M	70M	Wet M

4.1 Reflective Elements for High Build Waterborne Paint

Elements Series Dry, 50, 90, and Wet are generally compatible with paints formulated with Dow® FASTRACK™ HD21-A binder. Since formulations may vary, users should test for ultimate compatibility andperformance. Markings should be applied at a target wet thickness of at least 25 mils (0.025 inches).

4.2 Reflective Elements for Thermoplastic Markings

Elements Series Dry, 50, 90, and Wet are generally compatible with formulations based on alkyd and hydrocarbon binders with a target thickness greater than 90 mils. At a minimum, these materials should meetAASHTO M249 specifications. Since formulations may vary, users should test for ultimate compatibility and performance.

4.3 Reflective Elements for Epoxy and Polyurea Markings

Elements Series Dry E, 50E, 70E, and Wet E are generally compatible with formulations of epoxy and polyureapavement markings. Since formulations may vary, users should test for ultimate compatibility and performance.

4.4 Reflective Elements for 3M LPM 5000 Markings

Elements Series Dry, 50, 90, and Wet are compatible with 3M LPM 5000 markings. Please see 3M Product Bulletin 3M LPM 5000 for further information.

4.5 Reflective Elements for Methyl Methacrylate (MMA) Markings

Elements Series Dry M, 50M, 70M, and Wet M are generally compatible with MMA pavement markings.Since formulations may vary, users should test for ultimate compatibility and performance.

5 Installation

5.1 Weather and Pavement Conditions

Elements should be applied according to the manufacturers' application guidelines for the appropriatebinders.

5.2 Installation Equipment

Elements must be installed using a double-drop Element/bead delivery system. The Elements must be installed as the first drop of the two drop system and at a truck speed of no greater than 8 mph to minimizeloss, prevent rolling, and ensure adequate sink. Contact 3M Technical Service at 1-800-553-1380 for additional information on modifying existing equipment.

5.3 Binder Thickness

Elements should be applied at target binder thicknesses according to the guidelines presented in Table 4. Contact 3M Technical Service for product recommendations and additional application information and restrictions.

5.4 Placement of Elements and Beads

Elements and accompanying second drop beads should be applied to pavement marking binders such that theElements and beads do not roll, thus ensuring that their exposed portions are free of binder material. Elements and beads should be embedded (sunk) into binders to a depth of approximately 50% of their diameter. Under-sinking the Elements and beads will result in their premature loss and the optical failure of the marking. Over- sinking the Elements will result in low dry and wet brightnesses.

5.5 Typical Properties

Typical initial retroreflectance values are shown in Table 5. Some variance should be expected across applications, and all values represent initial properties unless otherwise noted.

Table 5. Typical average initial coefficients of retroreflected luminance[a] [mcd/m²/lx].

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Retroreflectivity, Dry Average ASTM E1710	White: 1250 Yellow: 900	White: 700 Yellow: 525	White: 500 Yellow: 375	N/A
Retroreflectivity, Wet Recovery Average ASTM E2177	N/A	White: 275 Yellow: 225	White: 375 Yellow: 300	White: 400 Yellow: 325
Retroreflectivity, Wet Continuous Average ASTM E2832	N/A	White: 200 Yellow: 150	White: 275 Yellow: 225	White: 300 Yellow: 250

a. Typical retroreflectivity results represent average performance for smooth pavement surfaces. Results may vary due to differences in pavement type and surface roughness. Initial readings taken of “M” or “E” Elements must be performed after the treatment has been cleaned off of the Elements. Increased Elements drop rate may be necessary to compensate for increased surface area characteristic of rough pavement surfaces. Wet retroreflectivity testing of markings applied in grooved or recessed surfaces is difficult since water pools in recesses. In such cases, consider installing sections of pavement markings for testing on either a smooth section of the pavement surface, or on rigid panels (50 mil aluminum). If markings are applied to panels, allow them to cure, then move them carefully for retroreflectivity testing - make sure to protect the optics when transporting.

Elements with “E” and “M” designations have been treated to prevent them from over-sinking into the binderand to slow the wicking of the binder onto the Elements. This treatment causes a temporary reduction in retroreflectivity that is regained after exposure to weather and vehicle traffic. Retroreflectivity recovery may take up to 5 weeks, depending on the weather and vehicle traffic levels. Data presented in Table 5 were, therefore, taken after the treatment was cleaned off. Similarly, users should take initial retroreflectivity readings on E and M type Elements after the treatment has been cleaned off by exposure to weather and vehicle traffic. However, if spot checks are required for markings containing “E” or “M” Elements at the time ofapplication, they should only be performed upon fully hardened markings and after the treatment has been manually cleaned off of the Elements. To remove the treatment, soak the line section to be measured with Concentrated Simple Green® All Purpose Cleaner. Let stand for 2 minutes, then rinse clean with water. Blot the line with a clean, dry cotton towel to remove excess water and allow to dry completely before performingdry or wet retroreflectivity tests.

Table 6 show typical properties for markings made with Elements.

Table 6. Other typical properties of 3M Connected Roads All Weather Elements.

Property	Test Method	Expected Result
Index of refraction of ceramic beads	ASTM E1967-98	1.89 for Dry, 2.4 for Wet
Acid resistance of glass	24-hr exposure of microcrystalline ceramic beads to 1% solution (by weight) sulfuric acid	No more than 15% of beads showing distinct opaque surface upon microscopic examination

5.6 Traffic Marking Binder Material

The marking binder shall be of quality and type as designated by governing agency. The quality binder shall bethoroughly mixed, homogeneous, and applied to the road surface per manufacturer's specifications.

5.7 3M Connected Roads All Weather Elements

Elements must be installed using the double-drop Element/bead delivery system. The Elements must be installed as the first drop of the double-drop system. The Elements shall be of the color of the traffic marking binder. Elements types shall also be chosen for each binder type according to the criteria described in Table 4.The typical gradation for Elements is shown in Table 3. Contact 3M application engineering for additional installation questions.

5.8 3M Connected Roads All Weather Elements Application Rates

Minimum Elements application rates for smooth or densely-packed pavement surfaces are presented in Table 7. The application rates stated provide good initial retroreflectivity and match the longevity, or restripe frequency, of most pavement marking binder systems to which the Elements are installed. More heavilytraveled roads will require greater quantities of Elements to achieve similar longevities.

Rough pavement surfaces (open-graded mixes, large stone mixes, etc.) can have up to 50% more surface areathan smooth surfaces. As a result, rough pavement surfaces require greater quantities of marking materials (binder, Elements, and beads) than smooth surfaces to achieve similar coverages.

Table 7. 3M Connected Roads All Weather Elements application rates.

Units	Minimum for Durable Markings on Smooth Surface	Minimum for High Build Paint or Temporary Markings on Smooth Surface
Pounds per 4-inch lineal foot	0.018	0.009
Pounds per mile, 4-inch width	93	46.5
Grams per 4-inch lineal foot	8	4
Grams per square foot	24	12
Grams per square meter	260	130
Pounds per gallon - 20 mils ~240 ft/gal	4.2	2.1
Pounds per gallon - 25 mils ~ 190 ft/gal	3.4	1.7
Pounds/100 Sq ft	5.3	2.6

5.9 Second Drop Glass Beads

A second drop of glass beads is necessary to improve physical characteristics, durabilities of finished markings, and assure expected track-free times. Glass beads usually provide some measure of increasedvisibility during dry conditions as well.

Many different glass bead gradations are currently used for pavement markings. Table 8 presents glass beadgradations appropriate for application to paint, polyurea, epoxy, 3M LPM 5000, MMA, and thermoplastic.
The gradation of the second drop must meet or be within the limits in Table 8.

Table 8. Typical gradations of second drop glass beads.

Common bead types with liquid pavement markings Bead gradations - mass percent passing (ASTM D1214)					
US Mesh	**Microns**	**AASHTO M247 Type 1**	**Missouri Specification Type P[a]**	**FP03 718.19 Type 3**	**18/50 (Utah) Performance Specification**
12	1700			100	
14	1410			95-100	
16	1180	100		80-95	
18	1000			10-40	65-80
20	850	95-100	90-97	0-5	
25	710			0-2	
30	600	75-95	60-87		0-30
40	425				
50	300	15-35	0-15		0-5
70	212		0-5		
80	180				
100	150	0-5			

a. A minimum of 15% of the total weight shall be from direct melt glass. All +30 US mesh beads shall be 85%minimum rounds and have a minimum crush strength of 30 lbs. in accordance with ASTM D1213.

Typical glass bead application rate ranges are shown in Table 9.

Table 9. Typical glass bead application rates.

Binder Type Units	High Build Waterborne Paint	Polyurea / 3M LPM 5000	Epoxy[a]	MMA	Thermoplastic
Pounds per 4" lineal foot	0.026 - 0.053	0.033 - 0.053	0.05 - 0.0917	0.033 - 0.053	0.033 - 0.053
Grams per 4" lineal foot	12 - 24	15 - 24	22.7 - 41.6	15 - 24	15 - 24
Pounds per gallon - 20 mils ~240 ft/gal	6.4 - 12.8	8.0 - 12.8	12 - 22		
Pounds per gallon - 25 mils ~ 190 ft/gal	5.1 - 10.2	6.4 - 10.2	9.5 - 17.4		
Pounds/100 Sq ft	7.94 - 15.87	9.92 - 15.87	15 - 27.5	9.92 - 15.87	9.92 - 15.87
Preferred bead type	Missouri Type P or 18/50 (Utah)			18/50 (Utah) or FP -3 #718.19 Type 3	

a. Bead drop rate may be adjusted to achieve adequate track-free time.

5.10 Quality of Second Drop Glass Beads

The required glass beads shall have an index of refraction of 1.5 when tested by the immersion method at 25 ºC (77 ºF). The glass beads shall be surface treated for optimal performance with the liquid binder trafficmarking. The glass beads shall have a minimum of 70% rounds as measured according to ASTM D1155. The surfaces of the glass beads shall be free of pits and scratches. The glass beads retained on a #40 U.S. mesh sieve (425 microns) shall have a minimum crush strength of 30 pounds, in accordance with ASTM D1213.

6 Storage

For best results, store Elements, covered and off the ground, in a cool (40-100 ºF, 4-38 ºC), dry area, indoors or outdoors. Use Elements within one year of receipt. Follow binder and glass bead manufacturers' instructions for storage.

7 Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheet (SDS) and/or productlabels of chemicals prior to handling or use. Refer to SDSs for information regarding volatile organic compound (VOC) contents of chemical products. Consult local regulations and authorities for possible restrictions on productVOC content and/or VOC emissions.

8 Quality Policy and Warranty Information

8.1 3M Basic Product Warranty

3M has no control over application methods or the quality of the surface to which materials are applied.Therefore, 3M's warranty for Elements shall be limited to the quality of materials supplied.

Elements are warranted (“Basic Warranty”) to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this product bulletin. If the Elements are proven not to havemet the Basic Warranty on their shipment date, then a buyer's exclusive remedy, and 3M's sole obligation, at 3M's option, will be refund or replacement of the Elements.

8.2 Disclaimer

THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISINGOUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM, OR USAGE OF TRADE.

8.3 Limitation of Liability

Except for the limited remedy stated above, and except where prohibited by law, 3M will not be liable for anyloss or damage arising from the use of or the inability to use the Elements or any 3M product, whether direct,indirect, special, incidental, or consequential damages (including but not limited to lost profits, business, or revenue in any way), regardless of the legal theory asserted including warranty, contract, negligence, or strictliability. Before using, the user shall determine the suitability of Elements for his/her intended use and the userassumes all risk and liability whatsoever in connection therewith.

3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in our literature to a commercially available product made by another manufacturer (for example, application equipment), it shall be the user's responsibility to ascertain itseffectiveness and to take any precautionary measures required for its use, as outlined by the product's manufacturer.

9 Other Product Information

Always confirm that you have the most current version of the applicable product bulletin, information folder, orother product information from 3M’s Website at http://www.3M.com/roadsafety.

10 Literature References

3M IF 5.22	All Weather Paint Application Guidelines for Elements and Glass Beads on a High-BuildWaterborne Traffic Marking Paint
3M IF 5.23	3M™ Connected Roads All Weather Elements Application Guidelines for 3M ConnectedRoads All Weather Elements
3M IF 5.24	3M™ All Weather Thermoplastic Pavement Markings Application Guidelines
3M IF 5.28	Liquid Pavement Marking Application Guidelines Series 5000
3M PB AWP	All Weather Paint
3M PB AWT	All Weather Thermoplastic
3M PB LPM 5000	3M™ Liquid Pavement Marking Series 5000

ASTM Test Methods are available from ASTM International, West Conshohocken, PA.

For Information or Assistance Call: 1-800-553-1380
In Canada Call:
1-800-3M HELPS (1-800-364-3577)

Internet:
http://www.3M.com/roadsafety

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3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of ourmanufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined bythe manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to bereliable at the time of this publication, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturershall be liable for any injury, loss or damage, direct, indirect, special, or consequential, arising out of the use of orthe inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

Transportation Safety Division
3M Center, Building 0225-04-N-14St. Paul, MN 55144-1000 USA

Phone 1-800-553-1380
Web 3M.com/roadsafety

Attachment B

Contractor's Response
to
Invitation for Bids #3699

ORIGINAL

SECTION V VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING 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: Highway Markings, Inc.

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: 9510 Maynardville Hwy.

City: Maynardville State: TN. Zip: 37807

5.4 Contact Person: Paul Hibben

5.5 Telephone Number: 865-922-9229 Cell 865-661-8657

5.6 Vendor's Email address: paul@highwaymarkings.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: Gary Hibben
(Sign in BLUE ink)

5.8 Vendor's Knox County Business License Number: 1000409651
(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 Local Employees: 28

5.12 Business Location:

Address:
9510 Maynardville Hwy.
Maynardville, TN. 37807

Hours of Operation:
Monday – Friday: 7:00 A.M. To 6:00 P.M.
Saturday: Available upon request.

SECTION VI VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: Highway Markings, Inc.

5.13	Did you include the correct number of exact copies as detailed in Section 1.9?	✓YES	NO
5.14	Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?	YES	✓NO
5.15	Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?	✓YES	NO
5.16	Did you include your certifications as detailed in Section 3.10?	YES	NO
5.17	Can you meet the Completion of Work requirement as detailed in Section 3.13?	✓YES	NO
5.18	Did you complete and include your Drug Free Affidavit as detailed in Section 3.18?	✓YES	NO
5.19	Did you include a list of equipment owned and available for service to Knox County Government as detailed in Section 3.19?	✓YES	NO
5.20	Did you complete and include the Insurance Checklist as detailed in Section 3.25?	✓YES	NO
5.21	Can you meet the Timeline for Construction as detailed in Section 3.41?	✓YES	NO
5.22	Bond (cost per thousand)	$_____	
5.23	Did you complete and include Section VI – Pricing with your submittal?	✓YES	NO

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: Highway Markings, Inc.

(See Appendix A for Specifications)

Item	Description		Unit of Measure	Price
1	411.12.03	Scoring Rumble Stripe (Non – Cont. 8")	LM	$1300.00
2	411.12.04	Scoring Rumble Stripe (Non – Cont. 4")	LM	$1275.00
3	713.02.14	Flexible Delineators (White)	EACH	$48.75
4	713.02.15	Flexible Delineators (Yellow)	EACH	$48.75
5	716.01.01	Raised Pavement Markers	EACH	$10.50
6	716.01.10	Snowplowable Reflective Marker	EACH	$39.00
7	716.01.30	Removal of Snowplowable Reflective Marker	EACH	$10.50
8	716.01.40	Remove and Replace Lens on Snowplowable Reflective Marker	EACH	$10.00
9	716.02.01	Plastic Pavement Marking (per 4" Line)	LF	$.75
10	716.02.02	Plastic Pavement Marking (8" Barrier Line)	LF	$1.40
11	716.02.03	Plastic Pavement Marking (Crosswalk)	LF	$9.50
12	716.02.04	Plastic Pavement Marking (Channelized Striping per 12" Line)	LF	$3.50
13	716.02.05	Plastic Pavement Marking (STOP Line)	LF	$11.50
14	716.02.06	Plastic Pavement Marking (Turn Lane Arrow)	EACH	$175.00
15	716.02.07	Plastic Pavement Marking (24" Barrier Line)	LF	$11.00
16	716.02.08	Plastic Pavement Marking (8" Dotted Line)	LF	$2.00
17	716.02.09	Plastic Pavement Marking (Longitudinal X-Walk)	LF	$24.00
18	716.02.10	Plastic Pavement Marking (6" Line)	LF	$1.25
19	716.02.11	Plastic Pavement Marking (6" Dotted Line)	LF	$1.50
20	716.03.01	Plastic Pavement Marking (ONLY)	EACH	$275.00
21	716.03.02	Plastic Pavement Marking (R x R)	EACH	$500.00
22	716.03.03	Plastic Pavement Marking (Stop Ahead)	EACH	$550.00
23	716.03.04	Plastic Pavement Marking (SCHOOL)	EACH	$425.00
24	716.03.06	Plastic Pavement Marking (Signal Ahead)	EACH	$475.00
25	716.03.07	Plastic Pavement Marking (Stop)	EACH	$250.00

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: Highway Markings, Inc.

Item	Description		Unit of Measure	Price
26	716.03.08	Plastic Pavement Marking (Ped-Xing)	EACH	$350.00
27	716.04.01	Plastic Pavement Marking (Straight – Turn Arrow)	EACH	$275.00
28	716.04.03	Plastic Pavement Marking (4" Dotted Line)	LF	$.85
29	716.04.05	Plastic Pavement Marking (Straight Arrow)	EACH	$165.00
30	716.04.10	Plastic Pavement Marking (HANDICAP SYMBOL)	EACH	$200.00
31	716.04.12	Plastic Pavement Marking (Yield Line)	EACH	$40.00
32	716.05.01	Painted Pavement Marking (per 4" Line)	LF	.15
33	716.05.02	Painted Pavement Marking (8" Barrier Line)	LF	$.24
34	716.05.04	Painted Pavement Marking (Chnz Striping)	SY	$12.00
35	716.05.05	Painted Pavement Marking (Stop Line)	LF	$5.75
36	716.05.06	Painted Pavement Marking (Turn Lane Arrow)	EACH	$90.00
37	716.05.08	Painted Pavement Marking (Parking Line)	LF	$1.00
38	716.05.20	Painted Pavement Marking (6" Line)	LF	$.20
39	716.05.21	Painted Pavement Marking (4" Dotted Line)	LF	$.18
40	716.05.50	Painted Pavement Marking (8" Line)	LF	.25
41	716.08.01	Removal of Pavement Marking Line (per 4" Line)	LF	$.75
42	716.08.04	Removal of Pavement Marking (Chnz Striping)	SY	$5.00
43	716.08.05	Removal of Pavement Marking (Stop Line)	LF	$4.00
44	716.08.06	Removal of Pavement Marking (Turn Lane Arrow)	EACH	$90.00
45	716.08.12	Removal of Word Pavement Markings	EACH	$125.00
46	716.12.01	Enhanced Flat Thermo PM (4")	LM	$3950.00
47	716.12.02	Enhanced Flat Thermo PM	LM	$5875.00
48	716.12.03	Enhanced Flat Thermo (8" Barrier)	LF	$2.00
49	716.12.04	Enhanced Flat Thermo (4" Dotted)	LF	$1.10

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: Highway Markings, Inc.

Item	Description		Unit of Measure	Price
50	716.12.05	Enhanced Flat Thermo (6" Dotted)	LF	$ 1.75
51	716.12.06	Enhanced Flat Line Thermo (8" Line)	LF	$ 2.10
52	716.12.07	Enhanced Flat Line Thermo (8" Broken Line)	LF	$ 2.10
53	716.12.08	Enhanced Flat Line Thermo (12" Barrier)	LF	$ 4.00
54	716.12.09	Enhanced Flat Line Thermo (12" Line)	LF	$ 3.95
55	716.12.10	Enhanced Flat Line Thermo (12" Dotted)	LF	$ 3.95
56	716.13.01	Spray Thermo PM (60 mil. 4 in.)	LM	$ 2725.00
57	716.13.02	Spray Thermo PM (60 mil. 6 in.)	LM	$ 3550.00
58	716.13.03	Spray Thermo PM (60 mil. 8 in. Barrier)	LF	$ 1.00
59	716.13.04	Spray Thermo PM (60 mil. 4 in. Dotted)	LF	$ .75
60	716.13.05	Spray Thermo PM (60 mil. 6 in Dotted)	LF	$ .90
61	N/A	Painted 4 in. Line (to be used in Parking Lots)	LF	$ 1.00
62	N/A	3M® All Weather Traffic Paint or Equal	LF	$ .72
63	N/A	TCBW-2X White Traffic Curb with White Reflectors*	EACH	$ 175.00
64	N/A	TP2-36WO-DW-DW-2 White Posts with two (2) Reflective White Bands*	EACH	$ 88.50
65	N/A	TCEW White End Piece*	EACH	$ 85.00

***Barrier curb shall be bolt down "FG 300 Interstate Grade Curb System" as manufactured by Pexco or equivalent. Bidder shall include detailed submittal sheets for the product they are bidding.**

SECTION VII VENDOR EQUIPMENT LIST FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: Highway Markings, Inc.

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

# of Resources or Equipment	Equipment or Resources	Age	Condition
	See Attached		

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.

DATE: 12/17/2025
TIME: 12:49 PM (341)
PAGE: 1

HIGHWAY MARKINGS, INC
EQUIPMENT LIST
FOR PERIOD ENDING: 12/17/2025

RANGE 555500-001001
555500-TNWB02
REPORT TYPE:

NUMBER	D-E-S-C-R-I-P-T-I-O-N	UOM	SERIAL NUMBER	LICENSE PLATE #	EXPIRATION DATE
001001	MISC EQUIPMENT				
KYEQ03	1999 35 H.P. FELKER SAW F735-3		302947	N/A	
KYEQ17	1993 HUG MANUFACTURED SKID MOU		S/N 230710	N/A	
KYEQ19	HUNTER 2560 SCISSOR LIFT		S/N 290DE17	N/A	
NCCT01	2012 INTERNATIONAL CRASH TRUCK		1HTMMAAL9CJ565496		
NCEQ06	BITUMINOUS WALK BEHIND MACHIN		NONE		
NCEQ10	INGERSOLL RAND RT 706G FORKLI		S/N 6059SHC	N/A	
NCEQ29	EMPIE SANDBLASTER				
NCEQ33	JET 6000 LB PALLET JACK				
NCEQ34	2012 TOYOTA FORKLIFT 8FGU25		45239		
NCST06	2000 FORD F350 CREW CAB (DUALL		1FTWW32F1YEB41993	H2-07261	11/30/2003
TNAB04	PSI SOLAR ARROWBOARD		07013460		
TNAB05	2016 VER-MAC ST-4X8 ARROWBOARD		2S9US1112GS132069		
TNAB06	2016 VER-MAC ST-4X8 ARROWBOARD		2S9US1119GS132070		
TNAD26	2017 FORD F-250		1FT7W2BTXHEB63575		
TNAD27	2017 FORD TRANSIT 350 WAGON		1FBAX2ZV8HKA11438		
TNAD28	2020 GMC SIERRA (GARY)		1GTU9FEL9LZ161024		
TNAD30	2023 FORD F-350		1FT8W3BT0PED37985		
TNAD31	2024 FORD F-250		1FT8W2BMXREC92639	97249CP	4/30/2025
TNAD32	2024 FORD F-25- SUPER DUTY		1FT8W2BT1REC80936		
TNAD33	2025 FORD EXPEDITION		1FMJK1P85SEA36977		
TNAR05	2016 VER-MAC ST-4X8 ARROWBOARD		2S9US1112GS132069		
TNBC04	1993 BOBCAT 7753		509614432	N/A	
TNBC05	1999 BOBCAT 863HF		514428974		
TNBC06	2007 T300 BOBCAT		532013649		
TNBC07	2007 BOBCAT 430 MX EXCAVATOR		562912688		
TNBC08	2014 BOBCAT T750		ANKA14122		
TNBC09	2003 BOBCAT S250 270		521313252		
TNCT03	2012 INTERNATIONA CRASH TRUCK		1HTMMAALOCJ565497		
TNCT05	2011 INTERNATIONAL 4400		1HTMKAAL7BH328288		
TNCT06	2012 INTERNATIONAL 4300		1HTMMAAL5CJ565494		
TNCT07	2014 INTERNATIONAL 440 SBA 6X4		3HAMSAAR5EL764186		
TNCT09	2013 INTERNATIONAL 430		3HAMMAAL4DL191981		
TNCT10	2016 INTERNATIONAL 4300		1HTMMMML6GH430261		
TNCT11	2016 INTERNATIONAL 4300		1HTMMMML8GH430262		
TNCT12	2016 INTERNATIONAL 4300		3HAMMMML2GL087572		
TNCT13	2024 INTERNATIONAL MV607 SBA		1HTEUMML0RS726628		
TNDT01	2004 MACK GRANITE DUMP TRUCK		1M2AG10C24M014217	XZ-4321	4/30/2005
TNDT04	2005 FORD F-450 CREW CAB DUMP		1FDXW46P95EC17903		
TNDT05	2000 STERLING TRI-AXLE DUMP		2FZNEMDB5YAG76444		
TNEQ04	1999 BRADCO 611 BACKHOE ATTACH		8611X10558	N/A	

TNEQ05	1988 HITACHI EXCAVATOR EX200LC	145-37323	
TNEQ08	2002 INGERSOLL RAND AIR COMPRE	323907UHL295	N/A
TNEQ09	INGERSOLL RAND AIR COMPRESSOR	289746UEI221	N/A
TNEQ10	BOBCAT 709 BACKHOE ATTACHMENT	270005602	N/A
TNEQ12	GRACO LINE LAZER 5900	BA-1518	N/A
TNEQ13	2005 GRACO LINE LAZER 5900 W/	BA-1590	N/A
TNEQ14	2000 I/R 705G FORKLIFT	S/N 162137	
TNEQ16	THERMOMARK II FEATHERLITE HAN		N/A
TNEQ17	THERMOMARK II FEATHERLITE HAN		N/A
TNEQ18	THERMOMARK II FEATHERLITE HAN		N/A
TNEQ19	2014 HOTSY 4000		N/A
TNEQ20	2004 I/R 675HP AIR COMPRESSOR	11105360-161844	
TNEQ21	2004 I/R RT-708 FORKLIFT	6264343237	
TNEQ22	I/R LIGHTPLANT	632418055A	
TNEQ23	DYNAPAC MODEL CA150D TIER III	6176372747	
TNEQ25	2013 TOYOTA 8FGU25 FORKLIFT	7322S5437	
TNEQ26	GRACO 200HS MODEL 253955	46715	
TNEQ27	2005 BROCE RC350 BROOM	BA839	
TNEQ28	2014 HOTSY 1075SSEE	404249	
TNEQ29	2014 D6T-T4 DOZER	11100120-162812	
TNEQ31	2015 BOBCAT GRINDER HEAD	KMR00282	
TNEQ32	2011 TOYOTA FORKLIFT 8FDU26	SP1052	
TNEQ33	BRADCO 617 TRENCHER (USED)	8FDU25-30584	
TNEQ34	CAT HYDRAULIC EXCAVATOR 308E2	55853	
TNEQ35	2011 MOFFETT FORKLIFT	FJX06898	
TNEQ36	2017 D185PIZ 185 PORTABLE AIR	J490138	
TNEQ37	2017 LINE LASER 3900	34789	
TNEQ38	2017 EPOXY MACHINE	BA-1358	
TNEQ39	2017 GRACO 390 HAND GRINDER		
TNEQ40	2018 CRAFCO BITUMINOUS MACHINE	BA1444	
TNEQ41	2017 DELTA LTL-X MARK II		
TNEQ42	CUB CADET PRO Z 960 S MOWER	151	
TNEQ43	BOBCAT MODEL 15 AUGER	1F149H70003	
TNEQ44	2020 KUBOTA SVL95-2SHFC		
TNEQ45	2021 BITUMINOUS MACHINE	KBCZ63CHL1C50681	
TNEQ46	BOBCAT SWEEPER 72"		
TNEQ47	2021 ZIROCCO HAMMER JET	783745588	
TNEQ48	2021 THERMOMARK 300	3960039	
TNEQ49	2021 GRACO RIDE ON GRINDLAZER	TM300-2018	
		K21A262005010026	

HIGHWAY MARKINGS, INC
EQUIPMENT LIST
FOR PERIOD ENDING: 12/17/2025

RANGE 555500-001001
555500-TNWB02
REPORT TYPE:

NUMBER	D-E-S-C-R-I-P-T-I-O-N	UOM	SERIAL NUMBER	LICENSE PLATE #	EXPIRATION DATE
TNEQ50	2022 GRACO GRINDLAZER RIDE ON		22A25M994379		
TNEQ51	SCAG BLOWER LBX17-GX390		T1700222		
TNEQ52	2022 ZIROCCO HAMMERJET		60081		
TNEQ53	2022 ZIROCCO HAMMERJET		60083		
TNEQ54	2022 DTA5000 TAPE APPLICATOR		D2205		
TNEQ55	TNEQ55 SCAG SCTTUU61V-31		V7000345		
TNEQ56	TNEQ56 SCAG SCZII61V-38F		V5900608		
TNEQ57	TNEQ57 GEN2.0-85 STRIPER DRYER		4		
TNGR01	2012 MRL MODEL 3-410-AD-HEPA		JNAK620L6CAM15063		
TNGR02	SASE HAND GRINDER (SMALL)				
TNGT03	2021 INTERNATIONAL MV607		3HAEWMML4ML531034	N/A	
TNMB01	2004 PSI VARIABLE MESSAGE BOAR		0603MM48	N/A	
TNMB02	2013 VERMAC MESSAGE BOARD		11-096596		
TNMB03	2011 VERMAC MESSAGE BOARD		11-096898		
TNMB04	2011 VERMAC MESSAGE BOARD		11-107408		
TNMB05	2009 AMERICAN SIGNAL MESS BRD		1A9BS331892228262		
TNMB06	2006 AMERICAN SIGNAL MESS BRD		1A9BS331562228585		
TNMB07	2015 VERMAC MESSAGE BOARD		15-025818		
TNMB08	2015 VERMAC MESSAGE BOARD		15-025819		
TNMB09	2007 AMERICAN SIGNAL MESS BRD		1A9BS331472228434		
TNMB10	2015 VER-MAC PCMS-1210		2S9US4121FS132556		
TNMB11	2015 VER-MAC PCMS-1210		2S9US4123FS132557		
TNMB12	2016 VER-MAC PCMS-1210		2S9US4121GS132509		
TNMB13	2016 VER-MAC PCMS-1210		2S9US4128GS132510		
TNMB14	2016 VER-MAC PCMS-1210		2S9US412XGS132511		
TNMB15	2016 VER-MAC PCMS-1210		2S9US4121GS132512		
TNPD01	2013 INTERNATIONAL POST DRIVER		1HTMMAANXDH184914		
TNPD04	2008 INTERNATIONAL 4300		1HTMMAAN48H563266		
TNPT02	2004 ISUZU FRR W/ CUSTOM PAINT		JALF5C13647700641	N/A	
TNPT04	2013 KENWORTH K370		3BKJHM7X1DF580153	C678HT	
TNPT05	2014 KENWORTH K370		3BKJHM7X7EF580627		
TNPT06	2017 KENWORTH KW/K370		3BKJHM7X6HF581546		
TNPT07	2017 KENWORTH K370		3BKJHM7X2HF581611		
TNPT08	2018 KENWORTH K370		3BKJHM7X4JF581793		
TNPT09	2018 KENWORTH KW/K370		3BKJHM7X4JF581857		
TNPT10	2026 PETERBILT 220		3B99HM7X6TF597095		
TNPT11	2026 PETERBILT 220		3BPPHM7X8TF597096		
TNPY02	2019 AUTOCAR POLY TRUCK		516MCLEE7KH227537		
TNRV02	2013 ALLEGRO ZEPHYR M-45LZ		4VZAU1E96DC076590		
TNST01	2003 INTERNATIONAL 4300 FLATBE		1HTMMAAN03H592689	01895PT	3/31/2005
TNST02	1998 INTERNATIONAL 4300 FLATBE		1HTSCAAN4WH514186	01894PT	3/31/2005
TNST06	2006 INTERNATIONAL FLATBED		1HTMMAAN56H236632		
TNST14	2011 KENWORTH T370		2NKH HM7X 1BM 292218		
TNST17	2014 FORD F550		1FDOW5GT7EEA13054		
TNST18	2015 FORD F550		1FDOW5GTXFEA26026		

TNST19	2013 FORD F550	1FDOWSGTXFEA48850	
TNST23	2015 F-250	1FT7W2BT3FED24717	
TNST24	2016 FORD F550	1FDOW5GTXGEA08739	
TNST25	2001 INTERNATIONAL 4700	1HTSCAAN61H348939	
TNST26	2014 INTERNATIONAL 4400	3HAMSAAAR7EL764187	
TNST27	2017 FORD F-550	1FDOW5GT1HEB55890	
TNST28	2017 FORD F-550	1FD0W5GT7HEB67350	H451566
TNST29	2017 F-550	1FDOW5HT2HEC47475	
TNST30	2017 F-250	1FT7W2AT4HEE68183	
TNST31	2018 FORD F-550	1FDOW5HT2JEB15614	
TNST32	2019 CHEV CREW CAB	1HTKHPVM9KH395812	
TNST33	2020 FORD F-550	1FDOW5GTXLEC97616	
TNST34	2022 FORD F-250	1FT7W2ATXNED10216	
TNST35	2022 FORD F-250	1FT7W2ATXNED29011	
TNST36	2023 FORD F-550	1FDOW5GTOPED69462	
TNST37	2023 FORD F-550	1FDOW5GTXPED68481	
TNSW02	2020 KENWORTH K370	3BKJHM7X5LF582373	

TNTH01	2015 AUTOCAR	5VCACDVF1FH219305	
TNTH04	2012 INTERNATIONAL 440	3HAMSAAR3CL556966	
TNTH05	2013 AMERICAN LAFRANCE	5SXMNZCYXDR1A1335	
TNTH06	2019 PETERBILT 520	3BPDX7EX0KF105685	
TNTHT1	2022 MRL MDL 9-3000 THERMO TRL	21924TRL	
TNTR01	1999 RIDGELINE FLATBED TRAILER	4MYT32225X1000532	T348353
TNTR02	1995 DICKSON TILT TRAILER	1D9F01922S11930070	T576100
TNTR03	1996 BOBCAT TRAILER CRONKITE	473261929T1110687	
TNTR04	1999 CRONKHITE 16' EQUIPMENT T	473251923X1110693	
TNTR05	2008 SAFE CRASH TRAILER	1E9TC19145A362680	U450366
TNTR08	2008 CRONKITE 2616 TRAILOR	47326202081000380	
TNTR09	2013 BIG TEX GOOSE TRAILOR	16VGX2522D2694169	
TNTR10	2015 CRONKHITE TRAILOR H15K	473H42020F1000358	
TNTR12	2016 CRONKHITE HOMBRE H15	473H42027G1000150	
TNTR13	2017 ECONOLINE 20 TON TRAILOR	42EDPKT20G1000534	
TNTR15	2017 DIAMOND C 14 TUT 18	46UFU182XH1191627	
TNTR16	2021 COVERED WAGON 7X16 TA/	53FBE1624MF070564	
TNTR17	2021 DIAMOND C DET 207 24FT	46UFU2425M1248080	
TNTR18	2023 COVERED WAGON 7X14 TRAILE	53FBE1427PF080853	
TNTR19	BIG TEX TRAILER	16V1C2523R2319660	
TNTRO7	BIG TEX GOOSENECK TRAILER	16VGX202182-323503	

HIGHWAY MARKINGS, INC
EQUIPMENT LIST
FOR PERIOD ENDING: 12/17/2025

RANGE 555500-001001
555500-TNWB02
REPORT TYPE:

NUMBER	D-E-S-C-R-I-P-T-I-O-N	UOM	SERIAL NUMBER	LICENSE PLATE #	EXPIRATION DATE
TNWB01	2007 AMERICAN LEFRANCE	EA	5SHANCY27RY40603		
TNWB02	2022 PETERBILT 520 W/BLASTER		3BPDLJ0X4NF110098		

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3699

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 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
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00
		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	$
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: Shafer Insurance Agency, Inc. AUTHORIZING SIGNATURE: Kendra Adams

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Highway Markings Inc AUTHORIZING SIGNATURE: Tony Hilton

HIGHMAR-CO KADAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2025

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 Shafer Insurance Agency, Inc. 1100 Marion Street Suite 200 Knoxville, TN 37921	CONTACT NAME: Kendra Adams PHONE (A/C, No, Ext): (865) 801-9039 FAX (A/C, No): E-MAIL ADDRESS: kadams@shaferinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Company	25623
INSURED Highway Markings, Inc. 9510 Maynardville Highway Maynardville, TN 37807	INSURER B : Travelers Indemnity Company Of Connecticut	25682
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Charter Oak Fire Insurance Company	25615
	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						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			DTCO6G320478PHX25	1/1/2025	1/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
	X Blanket AI/Waiver						MED EXP (Any one person)	$	10,000
	X XCU Included						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						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			8102L9691902526G	1/1/2025	1/1/2026	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
	X Blanket AI/Waiver						Comp/Coll Deds.	$	1,000
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	10,000,000
	EXCESS LIAB CLAIMS-MADE			CUP0J1583832526	1/1/2025	1/1/2026	AGGREGATE	$	10,000,000
	DED X RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A		UB9J6077992526G	1/1/2025	1/1/2026	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
D	Leased/Rented Equip.			QT6606G198364COF25	1/1/2025	1/1/2026	Ded $1,000; Limit -		100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid #3699, Pavement Marking Materials and Road Striping Services

Knox County is named as additional insured as respects General Liability and Auto Liability coverage. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of additional insureds on the General Liability, Auto Liability and Work Comp policies.

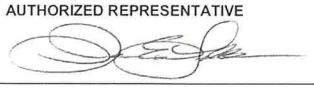
CERTIFICATE HOLDER

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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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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only 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. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the 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; and

(b) 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

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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:

(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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ATTACHMENT B
INVITATION FOR BIDS NUMBER 3699

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Gary Hibben, President or other Principal

Officer of Highway Markings, Inc., 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 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, § 49-5-413.

Gary Hibben
President or Principal Officer

For: Highway Markings, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Gary Hibben,

President or Principal Officer of Highway Markings Inc,

On this 17 day of Dec 2025.

Teresa Diane Vandergriff
Notary Public

My Commission expires: June 6, 2029

TERRESA DIANE VANDERGRIFF
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3699

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, GARY HIBBEN, President or other Principal Officer of

HIGHWAY MARKINGS, 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.

Gary Hibben
President or Principal Officer

For: HIGHWAY MARKINGS, INC.
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by GARY HIBBEN,

President or principal officer of HIGHWAY MARKINGS INC,

On this 17 day of DEC 2025.

Teresa Diane Vandergriff
Notary Public

TERRESA DIANE VANDERGRIFF
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

My Commission expires: June 6 2029

Knox County
Business Tax Standard License

April 7, 2025

P.O. BOX 70966
HIGHWAY MARKINGS INC
PO BOX 70966
KNOXVILLE TN 37938-0966

Letter ID:	L1196752064
Expiration Date:	15-May-2026
Return Due By:	15-Apr-2026

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 1000409651 and your classification is 4. 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, 2026. 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.

HIGHWAY MARKINGS INC
9510 MAYNARDVILLE HWY
MAYNARDVILLE TN 37807-2525

Date Issued:	07-Apr-2025
Classification:	4
Letter ID:	L1196752064
License Number:	1000409651
Expiration Date:	15-May-2026

Knox County Government

and

Superior Pavement Marking, Inc.

This Contract, made and entered into this _____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and Superior Pavement Marking, Inc. , hereinafter referred to as "Contractor".

Whereas, County requested bids for Pavement Marking Materials and Road Striping Services, (Invitation for Bids #3699) 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 2026 and ends the 31st day of January 2027, 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 in County's Invitation for Bids #3699 for Pavement Marking Materials and Road Striping 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 #3699. 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 Pavement Marking Materials and Road Striping 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 Pavement Marking Materials and Road Striping 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 Pavement Marking Materials and Road Striping 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 Pavement Marking Materials and Road Striping Services for Knox County in accordance with Invitation for Bids #3699.

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 #3699
B. Contractor's Response to Invitation for Bids #3699

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

Superior Pavement Marking, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3699

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Pavement Marking Materials and Road Striping Services** as specified herein. Bids must be received by **2:00 p.m. local time** on **December 18, 2025.** Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3699
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 on-line by accessing http://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 a location basis, zone basis, 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 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. 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** accept, and strongly encourages, 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 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:

- Be submitted on recycled paper
- Not include pages of unnecessary advertising
- 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. local time** on **December 4, 2025**. 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. The submission of your bid through our on-line portal will be the acknowledgement of signature.

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 on-line 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 **CRIMINAL HISTORY CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's sub-contractors and their employees must submit to a criminal history records check, at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance, **Attachment B**.

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 bidding.

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, 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.

2.11 **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 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.

2.15 **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 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.

2.17 **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, sub-contractor 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 provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Invitation for Bids, (3) Bid, (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 set-off, 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 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.

2.23 **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, 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 obtain a qualified contractor(s) to provide Pavement Marking Materials and Striping 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 Engineering and Public Works, Knox County Schools, 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.

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 Knox County. All material submitted becomes the property of Knox County.

3.8 **BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions particular to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Or equal does not mean the manufacturing process, but rather that the item will perform in the manner needed by the County. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the bidders, including bidders whose product is referenced to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

3.9 **BONDING:** Vendors are advised that 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. All required bonds must be issued through companies licensed to do business in the State of Tennessee.

3.10 **CERTIFICATIONS:** 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.

3.11 **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 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.

3.13 **COMPLETION OF WORK:** All striping projects shall be identified by one of three priorities. Those priorities, along with the number of calendar days allowed for completion are as follows:

- High Priority – Three (3) calendars days to complete.
- Standard Priority – Seven (7) calendar days to complete.
- Low Priority – Twenty-one (21) calendar days to complete.

Contractor(s) shall notify Knox County Engineering and Public Works **weekly** to report the status and/or completion of striping projects for that week. Reports are to be made by email to Tristan Marchwicz at tristan.marchwicz@knoxcounty.org.

3.14 **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.

3.15 **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 may result in a Contract between Knox County and the successful Contractor(s). 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 **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.

3.18 **DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918. The Affidavit, **Attachment C**, must be returned with the bid.

3.19 **EQUIPMENT/CAPABILITIES/PERSONNEL:** Bidders will be required to list and provide specifications for all the equipment, assets and personnel they utilize in providing pavement marking materials and striping services. The list shall include, but not be limited to, a description of vehicles, trucks, unique equipment, and facilities, including age and condition, and the number of employees available to perform pavement marking materials and road striping services. Certifications for personnel shall be included in the bid package, if applicable.

3.20 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price*	70 Points
Equipment, Capabilities, Hours, and Locations	30 Points

*Knox County may also use three (3) pre-determined sample projects that are typical of the work that will be required of this Contract in order to evaluate pricing submitted.

3.21 **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.

3.22 **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.

3.23 **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.

3.24 **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.

3.25 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Attachment hereto. 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, 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.

3.26 **INVOICE PROCEDURES:** 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.

3.26.1 The invoice must show the amount due to the Contractor by Knox County
3.26.2 The invoice must show an itemized detailed material count, including: date(s) of service, location of service, item number (if applicable) and description of material(s) and/or service(s) provided, quantity of material(s) and/or service(s) provided, the associated unit price for the material(s) and/or service(s) provided, and the total price for material(s) and/or service(s) provided.
3.26.3 Invoices are to be original and uniquely pre-numbered.
3.26.4 Invoices that do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may be required 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.

3.27 **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.

3.28 **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.

3.29 **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.

3.30 **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.

3.31 **OPEN 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.

3.32 **PERFORMANCE AND PAYMENT BONDS:** The successful Contractor(s) may be required to submit both a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one (1) project exceeds $25,000 in value. The bonds will be returned upon the successful and satisfactory completion of the project.

3.33 **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.

3.34 **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.

3.35 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract.

3.36 **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.

3.37 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor(s) agrees to utilize only experienced licensed, responsible and capable people in the performance of the work. Knox County may require that the successful Contractor(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.

3.38 **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.

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 Contractor.

3.39 **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.

3.40 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **December 4, 2025**. Submit questions as noted in Section 1.1.

3.41 **TIMELINE FOR CONSTRUCTION AND LIQUIDATED DAMAGES:** The work to be performed under this Contract shall be issued to the Contractor in multiple call-outs. Call-outs will consist of items for work to be performed at various locations. For each call-out, the Contractor shall provide a continuous operation (uninterrupted performance on successive working days until project completed). The Contractor shall begin work no later than the first working day occurring after notice is received from Knox County.

For each calendar day occurring after the completion of work deadlines as specified in Section 3.13 that the Contractor fails to complete work on requested projects or does not maintain a continuous operation, the sum of Five Hundred Dollars ($500.00) will be deducted from monies due the Contractor and for each working day thereafter until completion. The deductions are not penalties, but liquidated damages. Failure to adhere to these timelines will result in liquidated damages and/or Contract termination.

SECTION IV SCOPE OF WORK FOR PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

4.1 **SCOPE OF WORK:** Knox County is seeking a Contractor(s) to furnish and install plastic and painted pavement markings in accordance with State specifications. Knox County reserves the right to procure these materials and services from other contractors if the need arises.

4.2 **ADD THE FOLLOWING TO THE END OF 716.07(d):** Only the area of the lines will be measured for payment.

4.3 **ADD THE FOLLOWING AS (h) UNDER 716.07:** Removal of Existing Painted Line – The removal of broken line and solid barrier line will be measured along the center of each line. Only painted line will be measured for payment.

4.4 **CONTRACTOR'S RESPONSIBILITIES:** At Contractor's own expense, the Contractor shall:

- **4.4.1** Contractor must provide all material, labor, supplies, equipment and expertise to accomplish the work described herein.
- **4.4.2** Provide competent supervision.
- **4.4.3** Provide competent workers.
- **4.4.4** 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.
- **4.4.5** Contractor shall be solely responsible for claims of wet paint on vehicles.
- **4.4.6** Contractor shall dash the appropriate line width through all intersections that are in horizontal and vertical curves.

4.5 **REMOVAL OF PAINTED MARKINGS:** Painted pavement markings shall be removed where specified or directed by the Engineer. The method used for paint removal shall be approved by the Engineer prior to the beginning of the work. Removal of existing painted pavement markings by painting over with black paint or asphalt shall not be allowed. When the method of removal causes sand or other materials to be accumulated on the pavement, the residue shall be removed as the work progresses. Paint markings shall be removed by the method that causes the least possible damage to the pavement. All damage to the pavement or surface caused by pavement marking removal shall be repaired as directed by the Engineer at the Contractor's expense.

Where a plastic marking will replace the painted marking and paint removal is specified in the Contract documents, enough of the paint shall be removed to assure proper installation of the plastic. The paint removal shall be uniform and shall expose a minimum of seventy-five percent (75%) of the surface area that is to receive the plastic materials.

4.6 **SMALL JOBS:** Large automatic spray application machinery meeting all of the preceding requirements sometimes is not appropriate and thus will not be required for the following operations, provided the Contractor selects pavement marking equipment capable of producing a uniform, acceptable finished product consistent with the plans and specifications:

- **4.6.1** Installation of temporary pavement markings.
- **4.6.2** Installation of permanent markings on projects having a total length of one thousand (1,000) feet or less.
- **4.6.3** Installation of permanent pavement markings on an individual project segment having a total length of one thousand (1,000) feet or less on an intermittent project.
- **4.6.4** Cleaning the pavement surface prior to the placement of any pavement.

Temporary markings on final pavement surfaces shall be carefully located and placed so as to underlie or coincide with the permanent pavement marking.

4.7 **STANDARD:** The latest revision of the Manual on Uniform Traffic Control Devices for streets and highways published by the FHWA and in reasonably close conformity to the lines, dimensions, patterns, locations, and details shown on the plans or established by the Engineer will be the standard for this bid.

4.8 **STATE SPECIFICATIONS:** All items must meet Tennessee Department of Transportation, Bureau of Highways Standard Specifications.

4.9 **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.

4.10 **WET PAINT:** Contractor will be responsible for any and all claims of wet paint on any vehicle. Contractor shall indemnify Knox County as per in Section 2.11.

Please note: Do not return pages one (1) through twelve (12) with your submittal.
You must complete and return pages thirteen (13) through twenty-one (21).

SECTION V VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING 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 Local Employees: _____

5.12 Business Location:

Address:

_____

_____

_____

Hours of Operation:

Monday – Friday: _____

Saturday: _____

SECTION VI VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: _____

5.13	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
5.14	**Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?**	**YES**	**NO**
5.15	**Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
5.16	**Did you include your certifications as detailed in Section 3.10?**	**YES**	**NO**
5.17	**Can you meet the Completion of Work requirement as detailed in Section 3.13?**	**YES**	**NO**
5.18	**Did you complete and include your Drug Free Affidavit as detailed in Section 3.18?**	**YES**	**NO**
5.19	**Did you include a list of equipment owned and available for service to Knox County Government as detailed in Section 3.19?**	**YES**	**NO**
5.20	**Did you complete and include the Insurance Checklist as detailed in Section 3.25?**	**YES**	**NO**
5.21	**Can you meet the Timeline for Construction as detailed in Section 3.41?**	**YES**	**NO**
5.22	**Bond (cost per thousand)**	**$_____**	
5.23	**Did you complete and include Section VI – Pricing with your submittal?**	**YES**	**NO**

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: _____

(See Appendix A for Specifications)

Item	Description		Unit of Measure	Price
1	411.12.03	Scoring Rumble Stripe (Non – Cont. 8”)	LM	
2	411.12.04	Scoring Rumble Stripe (Non – Cont. 4”)	LM	
3	713.02.14	Flexible Delineators (White)	EACH	
4	713.02.15	Flexible Delineators (Yellow)	EACH	
5	716.01.01	Raised Pavement Markers	EACH	
6	716.01.10	Snowplowable Reflective Marker	EACH	
7	716.01.30	Removal of Snowplowable Reflective Marker	EACH	
8	716.01.40	Remove and Replace Lens on Snowplowable Reflective Marker	EACH	
9	716.02.01	Plastic Pavement Marking (per 4” Line)	LF	
10	716.02.02	Plastic Pavement Marking (8” Barrier Line)	LF	
11	716.02.03	Plastic Pavement Marking (Crosswalk)	LF	
12	716.02.04	Plastic Pavement Marking (Channelized Striping per 12” Line)	LF	
13	716.02.05	Plastic Pavement Marking (STOP Line)	LF	
14	716.02.06	Plastic Pavement Marking (Turn Lane Arrow)	EACH	
15	716.02.07	Plastic Pavement Marking (24” Barrier Line)	LF	
16	716.02.08	Plastic Pavement Marking (8” Dotted Line)	LF	
17	716.02.09	Plastic Pavement Marking (Longitudinal X-Walk)	LF	
18	716.02.10	Plastic Pavement Marking (6” Line)	LF	
19	716.02.11	Plastic Pavement Marking (6” Dotted Line)	LF	
20	716.03.01	Plastic Pavement Marking (ONLY)	EACH	
21	716.03.02	Plastic Pavement Marking (R x R)	EACH	
22	716.03.03	Plastic Pavement Marking (Stop Ahead)	EACH	
23	716.03.04	Plastic Pavement Marking (SCHOOL)	EACH	
24	716.03.06	Plastic Pavement Marking (Signal Ahead)	EACH	
25	716.03.07	Plastic Pavement Marking (Stop)	EACH	

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: _____

Item	Description		Unit of Measure	Price
26	716.03.08	Plastic Pavement Marking (Ped-Xing)	EACH	
27	716.04.01	Plastic Pavement Marking (Straight – Turn Arrow)	EACH	
28	716.04.03	Plastic Pavement Marking (4” Dotted Line)	LF	
29	716.04.05	Plastic Pavement Marking (Straight Arrow)	EACH	
30	716.04.10	Plastic Pavement Marking (HANDICAP SYMBOL)	EACH	
31	716.04.12	Plastic Pavement Marking (Yield Line)	EACH	
32	716.05.01	Painted Pavement Marking (per 4” Line)	LF	
33	716.05.02	Painted Pavement Marking (8” Barrier Line)	LF	
34	716.05.04	Painted Pavement Marking (Chnz Striping)	SY	
35	716.05.05	Painted Pavement Marking (Stop Line)	LF	
36	716.05.06	Painted Pavement Marking (Turn Lane Arrow)	EACH	
37	716.05.08	Painted Pavement Marking (Parking Line)	LF	
38	716.05.20	Painted Pavement Marking (6” Line)	LF	
39	716.05.21	Painted Pavement Marking (4” Dotted Line)	LF	
40	716.05.50	Painted Pavement Marking (8” Line)	LF	
41	716.08.01	Removal of Pavement Marking Line (per 4” Line)	LF	
42	716.08.04	Removal of Pavement Marking (Chnz Striping)	SY	
43	716.08.05	Removal of Pavement Marking (Stop Line)	LF	
44	716.08.06	Removal of Pavement Marking (Turn Lane Arrow)	EACH	
45	716.08.12	Removal of Word Pavement Markings	EACH	
46	716.12.01	Enhanced Flat Thermo PM (4”)	LM	
47	716.12.02	Enhanced Flat Thermo PM	LM	
48	716.12.03	Enhanced Flat Thermo (8” Barrier)	LF	
49	716.12.04	Enhanced Flat Thermo (4” Dotted)	LF	

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: _____

Item	Description		Unit of Measure	Price
50	716.12.05	Enhanced Flat Thermo (6” Dotted)	LF	
51	716.12.06	Enhanced Flat Line Thermo (8” Line)	LF	
52	716.12.07	Enhanced Flat Line Thermo (8” Broken Line)	LF	
53	716.12.08	Enhanced Flat Line Thermo (12” Barrier)	LF	
54	716.12.09	Enhanced Flat Line Thermo (12” Line)	LF	
55	716.12.10	Enhanced Flat Line Thermo (12” Dotted)	LF	
56	716.13.01	Spray Thermo PM (60 mil. 4 in.)	LM	
57	716.13.02	Spray Thermo PM (60 mil. 6 in.)	LM	
58	716.13.03	Spray Thermo PM (60 mil. 8 in. Barrier)	LF	
59	716.13.04	Spray Thermo PM (60 mil. 4 in. Dotted)	LF	
60	716.13.05	Spray Thermo PM (60 mil. 6 in Dotted)	LF	
61	N/A	Painted 4 in. Line (to be used in Parking Lots)	LF	
62	N/A	3M® All Weather Traffic Paint or Equal	LF	
63	N/A	TCBW-2X White Traffic Curb with White Reflectors*	EACH	
64	N/A	TP2-36WO-DW-DW-2 White Posts with two (2) Reflective White Bands*	EACH	
65	N/A	TCEW White End Piece*	EACH	

***Barrier curb shall be bolt down “FG 300 Interstate Grade Curb System” as manufactured by Pexco or equivalent. Bidder shall include detailed submittal sheets for the product they are bidding.**

SECTION VII VENDOR EQUIPMENT LIST FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: _____

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

# of Resources or Equipment	Equipment or Resources	Age	Condition

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3699

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 3699

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid 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 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, § 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 C
INVITATION FOR BIDS NUMBER 3699

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 _____ 2_____.

_____
Notary Public

My Commission expires: _____

ATTACHMENT D
Tennessee Department of Transportation
State Aid Program Requirements

Conflicts of Interest:

The Agency 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 Agency in connection with any work contemplated or performed relative to this Agreement.

Non-Discrimination:

The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to the discrimination in the performance of this Agreement or in the employment practices of the Agency 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 Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applications, notices of non-discrimination.

Records:

The Agency and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Agency and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, 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 Agency's records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

Debarment and Suspension:

The Agency 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 Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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 Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Agency 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

3M Science. Applied to Life.™

Transportation Safety Division

3M™ Connected Roads All Weather Elements

Product Bulletin CR
AWEMay 2019

Replaces Product Bulletin Series Dry, Series 50, Series 70, Series 90, and Series WetDated January 2019

1 Description

3M Connected Roads All Weather Elements (“Elements”) have been designed for use on roadways and highways,primarily as long line pavement markings. They can be used in either new marking applications or as parts of maintenance marking applications. Elements, when used with compatible binders, form markings that are highly visible, day and night, under both dry and wet weather conditions.

Table 1. 3M Connected Roads All Weather Elements product family.

Series Names			
Dry White	50	90	Wet White
Dry Yellow	51	91	Wet Yellow
Dry M White	50M	70M	Wet M White
Dry M Yellow	51M	71M	Wet M Yellow
Dry E White	50E	70E	Wet E White
Dry E Yellow	51E	71E	Wet E Yellow

2 Composite Optic Construction

Elements consist of an outer layer of microcrystalline ceramic beads partially embedded into composite cores toprovide optimal performance under dry and/or wet conditions.

3 Specifications

3.1 Retroreflectivity

Elements, when tested according to the methods below, shall have the minimum wet and dry cup brightnessvalues presented in Table 2.

Table 2. Minimum initial coefficients of retroreflection [cd/lx/m²].

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Dry Cup Brightness R_A, cd/lx/m²	White: 18.6 Yellow: 11.5	White: 7.4 Yellow: 4.6	White: 1.8 Yellow: 1.1	N/A
Wet Cup Brightness R_A, cd/lx/m²	N/A	White: 2.4 Yellow: 1.2	White: 4.2 Yellow: 2.1	White: 6.0 Yellow: 3.0

3.2 Retroreflectivity Measurements

3.2.1 Equipment and Supplies

- 8 to 24 ounce (200 to 800 mL) glass jar and lid
- No. 30 US mesh 8" (200 mm) sieve or close equivalent
- Sieve pan
- Sieve lid
- 400 mL glass beaker
- Glass stir rod or metal spatula
- Large glass or plastic funnel (greater than 5 in. / 130 mm top opening)
- Balance, accurate to 0.1 gram
- Metal or plastic sample weighing pans
- Concentrated Simple Green® All Purpose Cleaner
- Drying oven, set to 150 °F (65 °C)
- Sample cups - Glass petri dishes, approximately 2 to 4 in. (50 to 100 mm) diameter and at least ½ in. (12 mm) high
- RoadVista® 932 retroreflectometer or equivalent conforming to CIE Publication 054.2-2001 and/or ASTM E1709, capable of pointing nearly vertically down onto a sample resting on a horizontal surfacewith -4.0° entrance angle and 0.2° observation angle
- Wash bottle with water and soap solution - 200:1 water to pH neutral household dish-washingdetergent (5 g/L)

3.2.2 Sample Preparation

1. Collect a representative sample of Elements.
2. Measure out 100 grams of sample using balance.
3. Place 100 grams sample of Elements in clean glass jar and screw on lid.
4. Shake vigorously by hand for one minute to remove fines.
5. Attach sieve pan to bottom of sieve.
6. Empty jar contents onto the sieve.
7. Place lid on sieve, then swirl and shake sieve and contents for 30 seconds.
8. Remove sieve pan and lid and discard pan contents.
9. Transfer sieve contents into a clean 400 mL glass beaker, using funnel if necessary.
10. Pour or spray Simple Green® over the Elements until Elements are barely submerged.

11. Swiftly stir submerged Elements with glass rod or spatula for 20 seconds and let stand for 20 minutes. Fill the beaker to at least half way with clean water, then stir for 20 seconds.
12. Decant as much liquid from the beaker as possible without pouring out Elements.
13. Refill beaker containing Elements to at least half way with clean water, stir for 20 seconds, then decant as much liquid as possible. Repeat until rinse water is clean and clear (3-5 times).
14. Pour the Elements from the beaker onto the sieve, to remove any excess water, and spread them out evenly on the sieve screen to form a thin layer. Rinse the elements in the sieve tray with clean water to remove any remaining debris and cleaning solution. Tilt the sieve slightly to allow excess retained water to run out of the sieve.
15. Place the sieve with Elements in the 150 °F (65 °C) drying oven and leave until thoroughly dry (allow at least 30 minutes).
16. Remove sieve and Elements from the oven and allow to cool to room temperature.
17. Transfer enough of the cooled Elements from the sieve to a glass petri dish, using a funnel if necessary, to form an even layer of Elements about ¼ in. (6 mm) deep.

3.2.3 Dry Cup Brightness Test Procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
3. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
6. Take a measurement and record the R_A value in cd/lx/m^2.
7. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.2.4 Wet Cup Brightness Test Procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
3. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Using the wash bottle, gently flood and cover the Elements in the petri dish with the soap and water solution. Manually press down any Elements that float to ensure a smooth, even liquid surface above the Elements, across the entire petri dish.
6. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
7. Take a measurement and record the R_A value in cd/lx/m^2.
8. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.3 Gradation

The gradation of Elements shall meet or be within the limits in Table 3.

Table 3. Element gradation.

US Mesh	Micron	Mass Percent of Elements Passing ASTM D1921
10	2000	95-100
14	1410	0-40
20	850	0-5

4 Elements Use and Binder Compatibility

Table 4 presents the general compatibilities of Elements with several common pavement marking binders.

Table 4. General compatibilities of 3M Connected Roads All Weather Elements.

Binder	Target Thickness, final dry/cured (mils, 0.001")	Elements series for high dry reflectivity	Elements series for balanced wet and dry reflectivity	Elements series for high wet reflectivity	Elements series for all wet reflectivity
High build water-borne paint	18-25+	Dry	50	90	Wet
Thermoplastic	≥90	Dry	50	90	Wet
3M LPM 5000	18-25+	Dry	50	90	Wet
Epoxy and Polyurea (excluding LPM 5000)	18-25+	Dry E	50E	70E	Wet E
Methyl Methacrylate (MMA)	20-150+	Dry M	50M	70M	Wet M

4.1 Reflective Elements for High Build Waterborne Paint

Elements Series Dry, 50, 90, and Wet are generally compatible with paints formulated with Dow® FASTRACK™ HD21-A binder. Since formulations may vary, users should test for ultimate compatibility andperformance. Markings should be applied at a target wet thickness of at least 25 mils (0.025 inches).

4.2 Reflective Elements for Thermoplastic Markings

Elements Series Dry, 50, 90, and Wet are generally compatible with formulations based on alkyd and hydrocarbon binders with a target thickness greater than 90 mils. At a minimum, these materials should meetAASHTO M249 specifications. Since formulations may vary, users should test for ultimate compatibility and performance.

4.3 Reflective Elements for Epoxy and Polyurea Markings

Elements Series Dry E, 50E, 70E, and Wet E are generally compatible with formulations of epoxy and polyureapavement markings. Since formulations may vary, users should test for ultimate compatibility and performance.

4.4 Reflective Elements for 3M LPM 5000 Markings

Elements Series Dry, 50, 90, and Wet are compatible with 3M LPM 5000 markings. Please see 3M Product Bulletin 3M LPM 5000 for further information.

4.5 Reflective Elements for Methyl Methacrylate (MMA) Markings

Elements Series Dry M, 50M, 70M, and Wet M are generally compatible with MMA pavement markings.Since formulations may vary, users should test for ultimate compatibility and performance.

5 Installation

5.1 Weather and Pavement Conditions

Elements should be applied according to the manufacturers' application guidelines for the appropriatebinders.

5.2 Installation Equipment

Elements must be installed using a double-drop Element/bead delivery system. The Elements must be installed as the first drop of the two drop system and at a truck speed of no greater than 8 mph to minimizeloss, prevent rolling, and ensure adequate sink. Contact 3M Technical Service at 1-800-553-1380 for additional information on modifying existing equipment.

5.3 Binder Thickness

Elements should be applied at target binder thicknesses according to the guidelines presented in Table 4. Contact 3M Technical Service for product recommendations and additional application information and restrictions.

5.4 Placement of Elements and Beads

Elements and accompanying second drop beads should be applied to pavement marking binders such that theElements and beads do not roll, thus ensuring that their exposed portions are free of binder material. Elements and beads should be embedded (sunk) into binders to a depth of approximately 50% of their diameter. Under-sinking the Elements and beads will result in their premature loss and the optical failure of the marking. Over- sinking the Elements will result in low dry and wet brightnesses.

5.5 Typical Properties

Typical initial retroreflectance values are shown in Table 5. Some variance should be expected across applications, and all values represent initial properties unless otherwise noted.

Table 5. Typical average initial coefficients of retroreflected luminance[a] [mcd/m²/lx].

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Retroreflectivity, Dry Average ASTM E1710	White: 1250 Yellow: 900	White: 700 Yellow: 525	White: 500 Yellow: 375	N/A
Retroreflectivity, Wet Recovery Average ASTM E2177	N/A	White: 275 Yellow: 225	White: 375 Yellow: 300	White: 400 Yellow: 325
Retroreflectivity, Wet Continuous Average ASTM E2832	N/A	White: 200 Yellow: 150	White: 275 Yellow: 225	White: 300 Yellow: 250

a. Typical retroreflectivity results represent average performance for smooth pavement surfaces. Results may vary due to differences in pavement type and surface roughness. Initial readings taken of “M” or “E” Elements must be performed after the treatment has been cleaned off of the Elements. Increased Elements drop rate may be necessary to compensate for increased surface area characteristic of rough pavement surfaces. Wet retroreflectivity testing of markings applied in grooved or recessed surfaces is difficult since water pools in recesses. In such cases, consider installing sections of pavement markings for testing on either a smooth section of the pavement surface, or on rigid panels (50 mil aluminum). If markings are applied to panels, allow them to cure, then move them carefully for retroreflectivity testing - make sure to protect the optics when transporting.

Elements with “E” and “M” designations have been treated to prevent them from over-sinking into the binderand to slow the wicking of the binder onto the Elements. This treatment causes a temporary reduction in retroreflectivity that is regained after exposure to weather and vehicle traffic. Retroreflectivity recovery may take up to 5 weeks, depending on the weather and vehicle traffic levels. Data presented in Table 5 were, therefore, taken after the treatment was cleaned off. Similarly, users should take initial retroreflectivity readings on E and M type Elements after the treatment has been cleaned off by exposure to weather and vehicle traffic. However, if spot checks are required for markings containing “E” or “M” Elements at the time ofapplication, they should only be performed upon fully hardened markings and after the treatment has been manually cleaned off of the Elements. To remove the treatment, soak the line section to be measured with Concentrated Simple Green® All Purpose Cleaner. Let stand for 2 minutes, then rinse clean with water. Blot the line with a clean, dry cotton towel to remove excess water and allow to dry completely before performingdry or wet retroreflectivity tests.

Table 6 show typical properties for markings made with Elements.

Table 6. Other typical properties of 3M Connected Roads All Weather Elements.

Property	Test Method	Expected Result
Index of refraction of ceramic beads	ASTM E1967-98	1.89 for Dry, 2.4 for Wet
Acid resistance of glass	24-hr exposure of microcrystalline ceramic beads to 1% solution (by weight) sulfuric acid	No more than 15% of beads showing distinct opaque surface upon microscopic examination

5.6 Traffic Marking Binder Material

The marking binder shall be of quality and type as designated by governing agency. The quality binder shall bethoroughly mixed, homogeneous, and applied to the road surface per manufacturer's specifications.

5.7 3M Connected Roads All Weather Elements

Elements must be installed using the double-drop Element/bead delivery system. The Elements must be installed as the first drop of the double-drop system. The Elements shall be of the color of the traffic marking binder. Elements types shall also be chosen for each binder type according to the criteria described in Table 4.The typical gradation for Elements is shown in Table 3. Contact 3M application engineering for additional installation questions.

5.8 3M Connected Roads All Weather Elements Application Rates

Minimum Elements application rates for smooth or densely-packed pavement surfaces are presented in Table 7. The application rates stated provide good initial retroreflectivity and match the longevity, or restripe frequency, of most pavement marking binder systems to which the Elements are installed. More heavilytraveled roads will require greater quantities of Elements to achieve similar longevities.

Rough pavement surfaces (open-graded mixes, large stone mixes, etc.) can have up to 50% more surface areathan smooth surfaces. As a result, rough pavement surfaces require greater quantities of marking materials (binder, Elements, and beads) than smooth surfaces to achieve similar coverages.

Table 7. 3M Connected Roads All Weather Elements application rates.

Units	Minimum for Durable Markings on Smooth Surface	Minimum for High Build Paint or Temporary Markings on Smooth Surface
Pounds per 4-inch lineal foot	0.018	0.009
Pounds per mile, 4-inch width	93	46.5
Grams per 4-inch lineal foot	8	4
Grams per square foot	24	12
Grams per square meter	260	130
Pounds per gallon - 20 mils ~240 ft/gal	4.2	2.1
Pounds per gallon - 25 mils ~ 190 ft/gal	3.4	1.7
Pounds/100 Sq ft	5.3	2.6

5.9 Second Drop Glass Beads

A second drop of glass beads is necessary to improve physical characteristics, durabilities of finished markings, and assure expected track-free times. Glass beads usually provide some measure of increasedvisibility during dry conditions as well.

Many different glass bead gradations are currently used for pavement markings. Table 8 presents glass beadgradations appropriate for application to paint, polyurea, epoxy, 3M LPM 5000, MMA, and thermoplastic.
The gradation of the second drop must meet or be within the limits in Table 8.

Table 8. Typical gradations of second drop glass beads.

Common bead types with liquid pavement markings Bead gradations - mass percent passing (ASTM D1214)					
US Mesh	**Microns**	**AASHTO M247 Type 1**	**Missouri Specification Type P[a]**	**FP03 718.19 Type 3**	**18/50 (Utah) Performance Specification**
12	1700			100	
14	1410			95-100	
16	1180	100		80-95	
18	1000			10-40	65-80
20	850	95-100	90-97	0-5	
25	710			0-2	
30	600	75-95	60-87		0-30
40	425				
50	300	15-35	0-15		0-5
70	212		0-5		
80	180				
100	150	0-5			

a. A minimum of 15% of the total weight shall be from direct melt glass. All +30 US mesh beads shall be 85%minimum rounds and have a minimum crush strength of 30 lbs. in accordance with ASTM D1213.

Typical glass bead application rate ranges are shown in Table 9.

Table 9. Typical glass bead application rates.

Binder Type Units	High Build Waterborne Paint	Polyurea / 3M LPM 5000	Epoxy[a]	MMA	Thermoplastic
Pounds per 4" lineal foot	0.026 - 0.053	0.033 - 0.053	0.05 - 0.0917	0.033 - 0.053	0.033 - 0.053
Grams per 4" lineal foot	12 - 24	15 - 24	22.7 - 41.6	15 - 24	15 - 24
Pounds per gallon - 20 mils ~240 ft/gal	6.4 - 12.8	8.0 - 12.8	12 - 22		
Pounds per gallon - 25 mils ~ 190 ft/gal	5.1 - 10.2	6.4 - 10.2	9.5 - 17.4		
Pounds/100 Sq ft	7.94 - 15.87	9.92 - 15.87	15 - 27.5	9.92 - 15.87	9.92 - 15.87
Preferred bead type	Missouri Type P or 18/50 (Utah)			18/50 (Utah) or FP -3 #718.19 Type 3	

a. Bead drop rate may be adjusted to achieve adequate track-free time.

5.10 Quality of Second Drop Glass Beads

The required glass beads shall have an index of refraction of 1.5 when tested by the immersion method at 25 ºC (77 ºF). The glass beads shall be surface treated for optimal performance with the liquid binder trafficmarking. The glass beads shall have a minimum of 70% rounds as measured according to ASTM D1155. The surfaces of the glass beads shall be free of pits and scratches. The glass beads retained on a #40 U.S. mesh sieve (425 microns) shall have a minimum crush strength of 30 pounds, in accordance with ASTM D1213.

6 Storage

For best results, store Elements, covered and off the ground, in a cool (40-100 ºF, 4-38 ºC), dry area, indoors or outdoors. Use Elements within one year of receipt. Follow binder and glass bead manufacturers' instructions for storage.

7 Health and Safety Information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheet (SDS) and/or productlabels of chemicals prior to handling or use. Refer to SDSs for information regarding volatile organic compound (VOC) contents of chemical products. Consult local regulations and authorities for possible restrictions on productVOC content and/or VOC emissions.

8 Quality Policy and Warranty Information

8.1 3M Basic Product Warranty

3M has no control over application methods or the quality of the surface to which materials are applied.Therefore, 3M's warranty for Elements shall be limited to the quality of materials supplied.

Elements are warranted (“Basic Warranty”) to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this product bulletin. If the Elements are proven not to havemet the Basic Warranty on their shipment date, then a buyer's exclusive remedy, and 3M's sole obligation, at 3M's option, will be refund or replacement of the Elements.

8.2 Disclaimer

THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISINGOUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM, OR USAGE OF TRADE.

8.3 Limitation of Liability

Except for the limited remedy stated above, and except where prohibited by law, 3M will not be liable for anyloss or damage arising from the use of or the inability to use the Elements or any 3M product, whether direct,indirect, special, incidental, or consequential damages (including but not limited to lost profits, business, or revenue in any way), regardless of the legal theory asserted including warranty, contract, negligence, or strictliability. Before using, the user shall determine the suitability of Elements for his/her intended use and the userassumes all risk and liability whatsoever in connection therewith.

3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in our literature to a commercially available product made by another manufacturer (for example, application equipment), it shall be the user's responsibility to ascertain itseffectiveness and to take any precautionary measures required for its use, as outlined by the product's manufacturer.

9 Other Product Information

Always confirm that you have the most current version of the applicable product bulletin, information folder, orother product information from 3M’s Website at http://www.3M.com/roadsafety.

10 Literature References

3M IF 5.22	All Weather Paint Application Guidelines for Elements and Glass Beads on a High-BuildWaterborne Traffic Marking Paint
3M IF 5.23	3M™ Connected Roads All Weather Elements Application Guidelines for 3M ConnectedRoads All Weather Elements
3M IF 5.24	3M™ All Weather Thermoplastic Pavement Markings Application Guidelines
3M IF 5.28	Liquid Pavement Marking Application Guidelines Series 5000
3M PB AWP	All Weather Paint
3M PB AWT	All Weather Thermoplastic
3M PB LPM 5000	3M™ Liquid Pavement Marking Series 5000

ASTM Test Methods are available from ASTM International, West Conshohocken, PA.

For Information or Assistance Call: 1-800-553-1380
In Canada Call:
1-800-3M HELPS (1-800-364-3577)

Internet:
http://www.3M.com/roadsafety

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3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of ourmanufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined bythe manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to bereliable at the time of this publication, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturershall be liable for any injury, loss or damage, direct, indirect, special, or consequential, arising out of the use of orthe inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.

Transportation Safety Division
3M Center, Building 0225-04-N-14St. Paul, MN 55144-1000 USA

Phone 1-800-553-1380
Web 3M.com/roadsafety

Attachment B

Contractor's Response
to
Invitation for Bids #3699

Original

SECTION V VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING 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:** Superior Pavement Marking, Inc.

5.2 **Vendor number as assigned by Knox County:** 11788

5.3 **Street Address:** 3131 E Governor John Sevier Hwy.

City: Knoxville **State:** TN **Zip:** 37914

5.4 **Contact Person:** Crystal Cottrell

5.5 **Telephone Number:** 865-637-2135

5.6 **Vendor's Email address:** Info@SuperiorTN.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:** 1000393857
(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 Local Employees:** 35

5.12 **Business Location:**

Address:

3131 E Governor John Sevier Hwy.

Knoxville, TN 37914

Hours of Operation:

Monday – Friday: 8AM - 5PM

Saturday: N/A

Original

SECTION VI VENDOR INFORMATION FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: Superior Pavement Marking, Inc.

5.13	Did you include the correct number of exact copies as detailed in Section 1.9?	YES	NO
5.14	Will you accept Knox County Credit Cards as payment as detailed in Section 1.16?	YES	NO
5.15	Did you complete and include your Criminal History Affidavit as detailed in Section 2.7?	YES	NO
5.16	Did you include your certifications as detailed in Section 3.10?	YES	NO
5.17	Can you meet the Completion of Work requirement as detailed in Section 3.13?	YES	NO
5.18	Did you complete and include your Drug Free Affidavit as detailed in Section 3.18?	YES	NO
5.19	Did you include a list of equipment owned and available for service to Knox County Government as detailed in Section 3.19?	YES	NO
5.20	Did you complete and include the Insurance Checklist as detailed in Section 3.25?	YES	NO
5.21	Can you meet the Timeline for Construction as detailed in Section 3.41?	YES	NO
5.22	Bond (cost per thousand)	$ 6.00	
5.23	Did you complete and include Section VI – Pricing with your submittal?	YES	NO

Original

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: Superior Pavement Marking, Inc.

(See Appendix A for Specifications)

Item	Description		Unit of Measure	Price
1	411.12.03	Scoring Rumble Stripe (Non – Cont. 8")	LM	N/A
2	411.12.04	Scoring Rumble Stripe (Non – Cont. 4")	LM	N/A
3	713.02.14	Flexible Delineators (White)	EACH	N/A
4	713.02.15	Flexible Delineators (Yellow)	EACH	N/A
5	716.01.01	Raised Pavement Markers	EACH	12.75
6	716.01.10	Snowplowable Reflective Marker	EACH	45.00
7	716.01.30	Removal of Snowplowable Reflective Marker	EACH	12.00
8	716.01.40	Remove and Replace Lens on Snowplowable Reflective Marker	EACH	12.00
9	716.02.01	Plastic Pavement Marking (per 4" Line)	LF	1.00
10	716.02.02	Plastic Pavement Marking (8" Barrier Line)	LF	2.25
11	716.02.03	Plastic Pavement Marking (Crosswalk)	LF	12.00
12	716.02.04	Plastic Pavement Marking (Channelized Striping per 12" Line)	LF	7.50
13	716.02.05	Plastic Pavement Marking (STOP Line)	LF	12.75
14	716.02.06	Plastic Pavement Marking (Turn Lane Arrow)	EACH	225.00
15	716.02.07	Plastic Pavement Marking (24" Barrier Line)	LF	10.50
16	716.02.08	Plastic Pavement Marking (8" Dotted Line)	LF	2.50
17	716.02.09	Plastic Pavement Marking (Longitudinal X-Walk)	LF	27.50
18	716.02.10	Plastic Pavement Marking (6" Line)	LF	1.25
19	716.02.11	Plastic Pavement Marking (6" Dotted Line)	LF	1.75
20	716.03.01	Plastic Pavement Marking (ONLY)	EACH	300.00
21	716.03.02	Plastic Pavement Marking (R x R)	EACH	525.00
22	716.03.03	Plastic Pavement Marking (Stop Ahead)	EACH	450.00
23	716.03.04	Plastic Pavement Marking (SCHOOL)	EACH	450.00
24	716.03.06	Plastic Pavement Marking (Signal Ahead)	EACH	500.00
25	716.03.07	Plastic Pavement Marking (Stop)	EACH	450.00

Original

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: Superior Pavement Marking, Inc.

Item	Description		Unit of Measure	Price
26	716.03.08	Plastic Pavement Marking (Ped-Xing)	EACH	500.00
27	716.04.01	Plastic Pavement Marking (Straight – Turn Arrow)	EACH	275.00
28	716.04.03	Plastic Pavement Marking (4" Dotted Line)	LF	1.50
29	716.04.05	Plastic Pavement Marking (Straight Arrow)	EACH	225.00
30	716.04.10	Plastic Pavement Marking (HANDICAP SYMBOL)	EACH	275.00
31	716.04.12	Plastic Pavement Marking (Yield Line)	EACH	50.00
32	716.05.01	Painted Pavement Marking (per 4" Line)	LF	.18
33	716.05.02	Painted Pavement Marking (8" Barrier Line)	LF	.30
34	716.05.04	Painted Pavement Marking (Chnz Striping)	SY	15.00
35	716.05.05	Painted Pavement Marking (Stop Line)	LF	7.75
36	716.05.06	Painted Pavement Marking (Turn Lane Arrow)	EACH	125.00
37	716.05.08	Painted Pavement Marking (Parking Line)	LF	1.25
38	716.05.20	Painted Pavement Marking (6" Line)	LF	.25
39	716.05.21	Painted Pavement Marking (4" Dotted Line)	LF	.25
40	716.05.50	Painted Pavement Marking (8" Line)	LF	.30
41	716.08.01	Removal of Pavement Marking Line (per 4" Line)	LF	1.00
42	716.08.04	Removal of Pavement Marking (Chnz Striping)	SY	7.50
43	716.08.05	Removal of Pavement Marking (Stop Line)	LF	7.50
44	716.08.06	Removal of Pavement Marking (Turn Lane Arrow)	EACH	125.00
45	716.08.12	Removal of Word Pavement Markings	EACH	150.00
46	716.12.01	Enhanced Flat Thermo PM (4")	LM	6,250.00
47	716.12.02	Enhanced Flat Thermo PM	LM	7,250.00
48	716.12.03	Enhanced Flat Thermo (8" Barrier)	LF	2.50
49	716.12.04	Enhanced Flat Thermo (4" Dotted)	LF	1.75

Original

SECTION VI VENDOR PRICING FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES – CONTINUED

VENDOR NAME: Superior Pavement Marking, Inc.

Item	Description		Unit of Measure	Price
50	716.12.05	Enhanced Flat Thermo (6" Dotted)	LF	2.50
51	716.12.06	Enhanced Flat Line Thermo (8" Line)	LF	2.75
52	716.12.07	Enhanced Flat Line Thermo (8" Broken Line)	LF	2.75
53	716.12.08	Enhanced Flat Line Thermo (12" Barrier)	LF	7.50
54	716.12.09	Enhanced Flat Line Thermo (12" Line)	LF	7.50
55	716.12.10	Enhanced Flat Line Thermo (12" Dotted)	LF	7.50
56	716.13.01	Spray Thermo PM (60 mil. 4 in.)	LM	3,400.00
57	716.13.02	Spray Thermo PM (60 mil. 6 in.)	LM	4,000.00
58	716.13.03	Spray Thermo PM (60 mil. 8 in. Barrier)	LF	2.50
59	716.13.04	Spray Thermo PM (60 mil. 4 in. Dotted)	LF	1.75
60	716.13.05	Spray Thermo PM (60 mil. 6 in Dotted)	LF	2.25
61	N/A	Painted 4 in. Line (to be used in Parking Lots)	LF	1.25
62	N/A	3M® All Weather Traffic Paint or Equal	LF	N/A
63	N/A	TCBW-2X White Traffic Curb with White Reflectors*	EACH	N/A
64	N/A	TP2-36WO-DW-DW-2 White Posts with two (2) Reflective White Bands*	EACH	N/A
65	N/A	TCEW White End Piece*	EACH	N/A

***Barrier curb shall be bolt down "FG 300 Interstate Grade Curb System" as manufactured by Pexco or equivalent. Bidder shall include detailed submittal sheets for the product they are bidding.**

Original

SECTION VII VENDOR EQUIPMENT LIST FOR BID NUMBER 3699, PAVEMENT MARKING MATERIALS AND ROAD STRIPING SERVICES

VENDOR NAME: Superior Pavement Marking ,Inc.

Equipment List – only include equipment and resources that will be made available to Knox County under this Contract

# of Resources or Equipment	Equipment or Resources	Age	Condition
	See Attached		

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.

Original

No.		Description	Condition	Age		Owner of Equipment
100	1989	Mitsubishi 120 Gal Paint Truck	Good	36	years	Superior Pavement Marking, Inc.
101	2009	GMC 500 GL Striper	Excellent	16	years	Superior Pavement Marking, Inc.
102	2010	UD 500 Gal Striper	Excellent	15	years	Superior Pavement Marking, Inc.
103	2012	UD 500 Gal Striper	Excellent	13	years	Superior Pavement Marking, Inc.
104	2014	Peterbilt 500 Gal Truck	Excellent	11	years	Superior Pavement Marking, Inc.
106	2017	Peterbilt 500 Gal Striper	Excellent	8	years	Superior Pavement Marking, Inc.
107	2019	Peterbilt 500 Gal Striper	Excellent	6	years	Superior Pavement Marking, Inc.
108	2024	Peterbilt 500 Gal Striper	Excellent	2	year	Superior Pavement Marking, Inc.
109		Peterbilt 500 Gal Striper	Excellent	1	year	Superior Pavement Marking, Inc.
150	1988	Binks Walk Behind Striper	Good	38	years	Superior Pavement Marking, Inc.
151	1996	Binks Walk Behind Striper	Good	29	years	Superior Pavement Marking, Inc.
152	2019	Graco Hand Liner	Excellent	6	years	Superior Pavement Marking, Inc.
153	2022	Graco Hand Liner	Excellent	4	years	Superior Pavement Marking, Inc.
201	2015	Peterbilt/MRL Thermoplastic Truck	Excellent	10	years	Superior Pavement Marking, Inc.
202	2019	Peterbilt/MRL Thermoplastic Truck	Excellent	6	years	Superior Pavement Marking, Inc.
203	2020	Peterbilt/MRL Thermoplastic Truck	Excellent	5	years	Superior Pavement Marking, Inc.
225	1999	Mack Kettle Truck	Good	29	years	Superior Pavement Marking, Inc.
226	2006	International Kettle Truck	Excellent	19	years	Superior Pavement Marking, Inc.
227	2021	Peterbilt Kettle Truck	Excellent	4	years	Superior Pavement Marking, Inc.
259	2021	Apollo Thermoplastic Handliner	Excellent	4	years	Superior Pavement Marking, Inc.
260	2009	Apollo Thermoplastic Handliner	Excellent	16	years	Superior Pavement Marking, Inc.
261	2009	Apollo Thermoplastic Handliner	Excellent	16	years	Superior Pavement Marking, Inc.
262	2024	Apollo Thermoplastic Handliner	Excellent	1	year	Superior Pavement Marking, Inc.
263	2024	Apollo Thermoplastic Handliner	Excellent	1	year	Superior Pavement Marking, Inc.
264	2024	Apollo Thermoplastic Handliner	Excellent	1	year	Superior Pavement Marking, Inc.
300		PC6000 Plunge Cut Skid Steer	Excellent	13	years	Superior Pavement Marking, Inc.
320	2016	Isuzu Epoxy Truck	Excellent	9	years	Superior Pavement Marking, Inc.
350	2012	CAT Skid Steer	Excellent	13	years	Superior Pavement Marking, Inc.
351	2022	CAT Skid Steer	Excellent	4	year	Superior Pavement Marking, Inc.
410		PM Eraser Line Removal Machine	Good	30	years	Superior Pavement Marking, Inc.
411		PM Eraser Line Removal Machine	Good	28	years	Superior Pavement Marking, Inc.
412		VON ARK VA25S Line Removal Machine	Good	23	years	Superior Pavement Marking, Inc.
414		SPS10 Surface Preparator Remover	Excellent	15	years	Superior Pavement Marking, Inc.
416		SC10G Line Removal Machine	Excellent	8	years	Superior Pavement Marking, Inc.
417		SPS10 Surface Preparator Remover	Excellent	5	years	Superior Pavement Marking, Inc.
418		SPS10 Surface Preparator Remover	Excellent	5	years	Superior Pavement Marking, Inc.
450		16" Alitec Planer	Excellent	11	years	Superior Pavement Marking, Inc.
451		14" Cat Planer	Excellent	8	years	Superior Pavement Marking, Inc.
475		Dickson Ind. Road Pro 600	Good	22	years	Superior Pavement Marking, Inc.
501	2011	Ford F-150 Pick-Up	Excellent	14	years	Superior Pavement Marking, Inc.
503	2018	Ford F-150 Pick-Up Truck	Excellent	7	years	Superior Pavement Marking, Inc.
526	2012	Ford F-450 Utility Truck	Excellent	13	years	Superior Pavement Marking, Inc.
528	2015	Ford F-550 Utility Truck	Excellent	10	years	Superior Pavement Marking, Inc.
532	2019	Ford F-550 Utility Truck	Excellent	6	years	Superior Pavement Marking, Inc.
534	2014	Ford F-550 Utility Truck	Excellent	11	years	Superior Pavement Marking, Inc.
535	2021	Dodge Ram 2500	Excellent	4	years	Superior Pavement Marking, Inc.
536	2025	Ford F-550 Utility Truck	Excellent	1	year	Superior Pavement Marking, Inc.
571	2005	Int'l Attenuator Truck	Excellent	20	years	Superior Pavement Marking, Inc.
572	2007	Int'l Attenuator Truck	Excellent	18	years	Superior Pavement Marking, Inc.
573	2018	Peterbilt Attenuator Truck	Excellent	7	years	Superior Pavement Marking, Inc.
574	2025	Peterbilt Attenuator Truck	Excellent	1	year	Superior Pavement Marking, Inc.
902	2006	PSI Arrowboard	Excellent	19	years	Superior Pavement Marking, Inc.
907	2008	Ver-Mac 1210QS Message Board	Excellent	17	years	Superior Pavement Marking, Inc.
908	2009	Ver-Mac 1210QS Message Board	Excellent	16	years	Superior Pavement Marking, Inc.

Original

ATTACHMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3699

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: Alliant Insurance Company **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Superior Pavement Marking, Inc. **AUTHORIZING SIGNATURE:** _____

Original

ATTACHMENT B
INVITATION FOR BIDS NUMBER 3699

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Jerry Burnette, President or other Principal

Officer of Superior Pavement Marking, Inc., 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 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, § 49-5-413.

President or Principal Officer

For: Superior Pavement Marking, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Jerry Burnette,

President or Principal Officer of Superior Pavement Marking, Inc.,

On this 17th day of December 2025.

Notary Public

My Commission expires: 4-7-2026

Original

ATTACHMENT C
INVITATION FOR BIDS NUMBER 3699

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, Jerry Burnette, President or other Principal Officer of

Superior Pavement Marking, 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: Superior Pavement Marking, Inc.
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by Jerry Burnette,

President or principal officer of Superior Pavement Marking, Inc.,

On this 17th day of December 2025.

Notary Public

My Commission expires: 4-7-2026

Original

Knox County
Business Tax Standard License

April 7, 2025

SUPERIOR PAVEMENT MARKING
3131 E GOVERNOR JOHN SEVIER HWY
KNOXVILLE TN 37914-6426

Letter ID:	L1290271936
Expiration Date:	15-May-2026
Return Due By:	15-Apr-2026

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 1000393857 and your classification is 4. 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, 2026. 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.

SUPERIOR PAVEMENT MARKING
800 S GAY ST STE 2610
KNOXVILLE TN 37929-9729

Date Issued:	07-Apr-2025
Classification:	4
Letter ID:	L1290271936
License Number:	1000393857
Expiration Date:	15-May-2026

Original

Superior
PAVEMENT MARKING, INC.

Superior Pavement Marking, established in 1986, is a trusted leader in the industry. We are prequalified in multiple states and equipped with state-of-the-art technology to deliver exceptional results. Our team consists of highly experienced professionals holding multiple certifications, ensuring quality and compliance on every project. Additional details are available upon request.

RLA-18034 **R-26-1-405**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Clear Water Partners II, G.P. for road improvements to the intersection of East Beaver Creek Drive and Stone Cutter Drive.
(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 CLEAR WATER PARTNERS II, G.P. FOR ROAD IMPROVEMENTS TO THE INTERSECTION OF EAST BEAVER CREEK DRIVE AND STONE CUTTER DRIVE.

RESOLUTION: **R-26-1-405**

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, Clear Water Partners II, G.P. ("Clear Water") plans to develop Northbrook Park Development on currently vacant land owned by Clear Water located at 525 East Deaver Creek Drive, which will result in an increase of traffic on East Beaver Creek Road; and

WHEREAS, as a result of the Development, a left and right turn lane is to be added to East Beaver Creek Drive into the Development at Stone Cutter Drive and a traffic signal is to be installed at the intersection (the "Project"); and

WHEREAS, Knox County and Clear Water agree that Knox County will oversee and coordinate the Project and Clear Water will pay to Knox County the total cost of the Project, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and Clear Water with respect to the Project.

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

The Memorandum of Understanding with Clear Water Partners II, G.P. for road improvements to the intersection of East Beaver Creek Drive and Stone Cutter Drive 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 Clear Water Partners II, G.P. for road improvements to the intersection of East Beaver Creek Drive and Stone Cutter Drive 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 Clear Water Partners II, G.P.

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 **Clear Water Partners II, G.P.** a *Tennessee general partnership* with an address of *P.O. Box 23038, Knoxville, TN 37933 (hereafter "CWP").*

WHEREAS – *due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and*

WHEREAS- *CWP plans to develop Northbrook Park Development on currently vacant land owned or controlled by CWP located at 525 East Beaver Creek Dr, Knoxville, TN, 37918, (the Development), which will result in an increase of traffic on East Beaver Creek Rd; and*

WHEREAS- *as a result of the Development, a left- and right- turn lane is to be added to East Beaver Creek Dr into the Development at Stone Cutter Dr, and a traffic signal is to be installed at the intersection as reflected on Exhibit A hereto (hereinafter referred to as "Project 1"); and*

WHEREAS- *Knox County and CWP agree that Knox County will oversee and coordinate Project 1, as set out below, and that CWP will pay to Knox County certain amounts to go to the total cost of said projects 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 **CWP** hereby agree as follows:

1) Knox County will oversee and coordinate the Project including <u>engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections</u> as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
2) **CWP** will donate to Knox County all rights-of-way and easements necessary for the Project as shown in the final construction drawings approved by Knox County. Said rights-of-way and easements shall be donated prior to any approvals being issued by Knox County for development on the site including, but not limited to, grading permits and / or building permits.. Said donations shall be made by warranty deed or by plat, as applicable.
3) **CWP** will reimburse Knox County for all costs generated by the Project including <u>engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspections</u>, as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents
4) Schedule and Scope of Payments
    a. **CWP** will pay 50% of the <u>estimated</u> construction costs, including utility relocations and construction inspections, within thirty (30) days of the execution of the contract between Knox County and the contractor.

b. The remaining balance of **CWP's** contribution to construction, construction inspections and utility relocations (100% of the final costs) will be paid to Knox County within thirty (30) days of the date of the last payment application from the contractor.

5) 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.
6) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.
7) Completion of Work: All work described herein shall be completed prior to any Certificates of Occupancy being issued.
8) 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.
9) 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
10) 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.
11) It is understood and agreed by Knox County and **CWP** that the individual(s) employed by **CWP** shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and **CWP** are not partners or joint ventures.
12) **CWP** 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 **CWP,** its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of **CWP,** its subcontractors, agents, or employees.
13) The parties may execute this Memorandum of Understanding by way of digital signature and agree that this Memorandum of Understanding, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an electronic record of same shall be deemed to have the same legal effect as an ink-signed executed copy of this Memorandum of Understanding for all purposes.
14) **CWP** 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, **CWP** shall remain fully responsible for the proper and complete execution of this Memorandum of Understanding, until such time another MOU has been executed by the new owner with the same terms and conditions.
15) Knox County and CWP agree that upon their complete execution of this Memorandum of Understanding, their Memorandum of Understanding executed as of September 16, 2024 (Knox County Contract No. 25-547) shall be terminated in full.

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: _____

Title: _____

Date: _____

CLEAR WATER PARTNERS II, G.P.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Name: _____

Date: _____

Contract #: _____

ROADWAY INDEX

SHEET NAME	SHEET NO.
TITLE SHEETAND ROADWAY INDEX	1
STANDARD ROADWAY AND TRAFFIC OPERATIONS DRAWINGS	1A
ESTIMATED ROADWAY QUANTITIES	2A
TYPICAL SECTIONS AND PAVEMENT SCHEDULE	2B-C
GENERAL NOTES	2D
SPECIAL NOTES	2D
RIGHT-OF-WAY NOTES, UTILITY NOTES AND UTILITY OWNERS	3
PROPERTY MAP AND RIGHT-OF-WAY ACQUISITION TABLE	3A
PRESENT LAYOUT AND PROFILE	4
PROPOSED LAYOUT AND PROFILE	4A
LAYOUT AND GRADING DETAILS	4B
EXISTING DRAINAGE AND DEMOLITION	6
STABILIZATION	8
TRAFFIC CONTROL PLANS	TC1-TC3
BEAVER CREEK DRIVE CROSS-SECTIONS	X1-X3

NOTE: THE ALPHABETICAL LETTERS "I", "O", AND "Q" ARE NOT USED IN THE NUMBERING OF SHEETS

SPECIAL NOTES:
THIS PROJECT IS TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021, AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

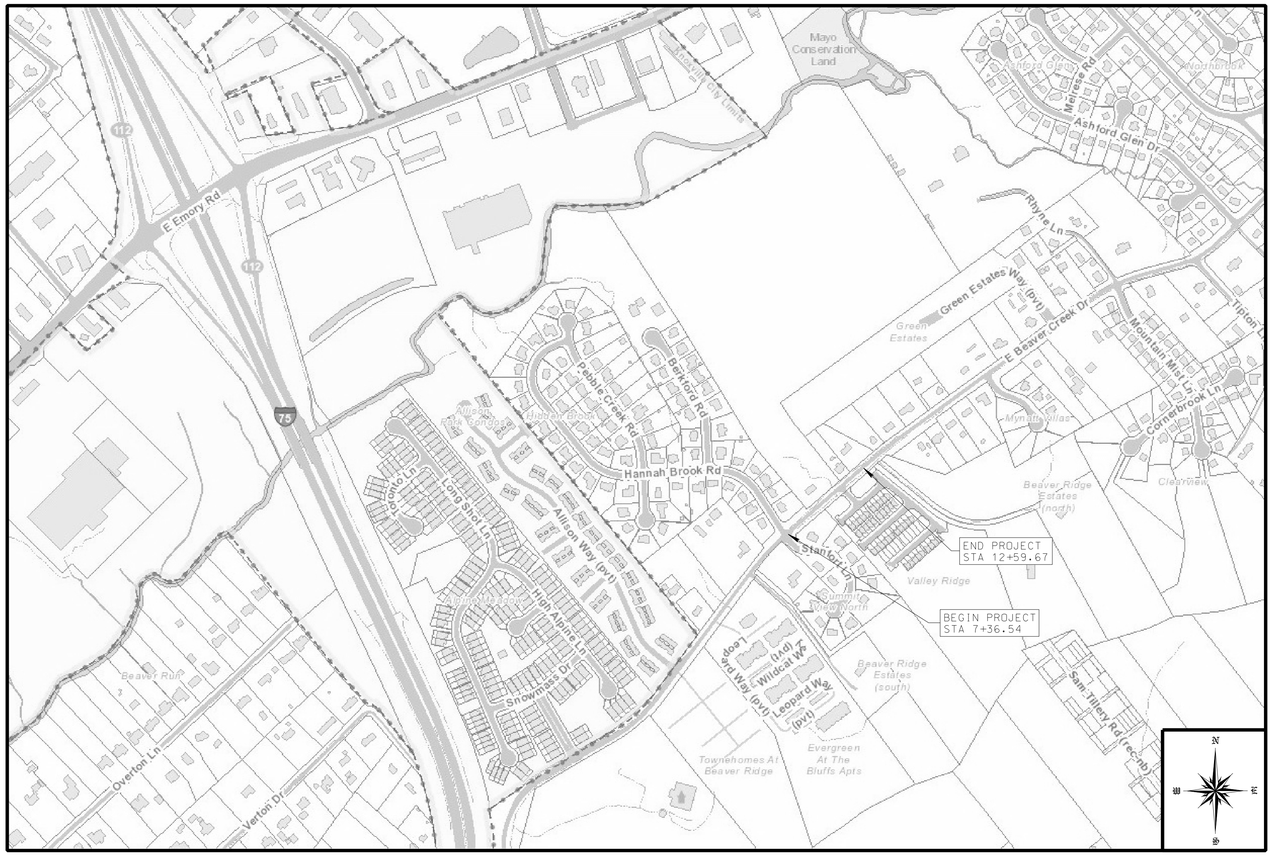
ALL COORDINATES ARE BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (LAMBERT CONFORMAL PROJECTION) NAD 1985 HORIZONTAL DATUM (1995 ADJUSTMENT). ALL ELEVATIONS ARE REFERENCED TO NAVD 1988.

NO EXCLUSIONS
NO EQUATIONS
V= 40 MPH

OFFICIAL SEAL XVI AGRICULTURE COMMERCE 1792 KNOX COUNTY, TENN.

EAST BEAVER CREEK DRIVE WIDENING AND INTERSECTION

INTERSECTION, GRADE, DRAIN, BASE AND PAVE



VICINITY MAP
(NOT TO SCALE)

CLEAR WATER PARTNERS II GP
PO BOX 23038
KNOXVILLE, TENNESSEE 37933

KNOX COUNTY DEPT OF ENGINEERING AND PUBLIC WORKS
205 WEST BAXTER AVENUE
KNOXVILLE, TENNESSEE 37917

NO. | REVISIONS: | BY | DATE

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PROJECT:
E BEAVER CREEK DRIVE WIDENING AND INTERSECTION
525 E BEAVER CREEK DR, KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:
CLEAR WATER PARTNERS, GP
PO BOX 23038
KNOXVILLE, TN 37933
865.966.1600

ENGINEER:
SEC
SILVUS ENGINEERING CONSULTING

NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

NATHAN W. SILVUS REGISTERED ENGINEER AGRICULTURE COMMERCE STATE OF TENNESSEE

DATE: 12-16-2025

SHEET: 1
COVER

STANDARD ROADWAY DRAWINGS

ROADWAY DESIGN STANDARDS

RD-A-1	02/20/20	STANDARD ABBREVIATIONS A THROUGH L
RD-A-2	02/20/20	STANDARD ABBREVIATIONS M THROUGH Z
RD-L-1	02/20/20	STANDARD LEGEND
RD-L-1A	02/20/20	STANDARD LEGEND
RD-L-2	02/20/20	STANDARD LEGEND FOR UTILITY INSTALLATIONS
RD-L-3	03/01/23	STANDARD LEGEND FOR SIGNALIZATION AND LIGHTING
RD-L-4	02/20/20	STANDARD LEGEND FOR SIGNALIZATION AND LIGHTING
RD-L-5	02/20/20	STANDARD LEGEND FOR EROSION CONTROL
RD-L-6	02/20/20	STANDARD LEGEND FOR EROSION CONTROL
RD-L-7	02/20/20	STANDARD LEGEND FOR EROSION CONTROL
RD11-S-11	NONE	DESIGN AND CONSTRUCTION DETAILS FOR ROADSIDE SLOPE DEVELOPMENT
RD11-S-11A	NONE	ROADSIDE DITCH DETAILS FOR DESIGN AND CONSTRUCTION
RD11-SD-1	NONE	INTERSECTION SIGHT DISTANCE DESIGN AND GENERAL NOTES
RD11-SD-3	NONE	INTERSECTION SIGHT DISTANCE FOR 2-LANE ROADWAYS

PIPE CULVERT AND ENDWALLS

D-PB-1	03/01/23	STANDARD DETAILS FOR CONCRETE PIPE INSTALLATION
D-PB-2	03/01/23	STANDARD DETAILS FOR FLEXIBLE PIPE INSTALLATION
D-PB-3	11/30/20	INDUCED TRENCH SOIL EMBANKMENT FOR PPE CULVERT

CATCH BASINS AND MANHOLES

D-CB-12S	02/20/20	STANDARD RECTANGULAR CONCRETE NO 12 CATCH BASIN
D-CBB-42	10/29/21	CAST IRON GRATE FOR NO 42 43 AND 44 CATCH BASIN
D-CB-12RA	01/28/22	STANDARD PRECAST 48" CIRCULAR CATCH BASIN
D-CB-39S	03/04/21	STANDARD 4X4 SQUARE CONCRETE NO.39 CATCH BASIN
D-CB-12SB	02/02/20	STANDARD 4X4 SQUARE CONCRETE NO.12 CATCH BASIN

ROADWAY AND PAVEMENT APPURTENANCES

RP-D-16	10/29/21	DETAILS OF LOWERED STANDARD CONCRETE DRIVEWAYS
RP-I-5	05/01/20	EXAMPLES OF STREET & ALLEY INTERSECTIONS

SAFETY DESIGN AND FENCES

S-CZ-1	06/28/19	CLEAR ZONE CRITERIA

DESIGN - TRAFFIC CONTROL

T-M-1	06/28/19	DETAILS OF PAVEMENT MARKINGS FOR CONVENTIONAL ROADS AND MARKING ABBREVIATIONS
T-M-2	01/09/24	DETAILS OF PAVEMENT MARKINGS FOR CONVENTIONAL ROADS
T-M-3	07/07/23	MARKING STANDARDS FOR TRAFFIC ISLANDS PAVED SHOULDERS AND MEDIANS FOR CONVENTIONAL ROADS
T-M-4	07/17/20	STANDARD INTERSETION PAVEMENT MARKING
T-M-4A	03/01/23	STANDARD UNSIGNALIZED MID-BLOCK CROSSING
T-M-17	05/04/22	PAVEMENT MARKING DETAILS FOR ROUNDABOUTS

EROSION CONTROL

EC-STR-3B	06/15/21	SILT FENCE
EC-STR-3E	04/01/08	SILT FENCE WITH FABRIC JOINING DETAILS
EC-STR-8	06/10/14	FILTER SOCK
EC-STR-34	05/04/22	EROSION CONTROL BLANKET FOR SLOPE INSTALLATION
EC-STR-6	11/30/20	ROCK CHECK DAM
EC-STR-19	04/01/08	CATCH BASIN PROTECTION
EC-STR-39A	08/01/12	CURB INLET PROTECTION TYPE 3 & 4

SIGNAGE

T-S-6	02/12/91	STANDARD MOUNTING DETAILS - BOLTED EXTRUDED PANELS
T-S-9	06/10/14	STANDARD LAYOUT FOR GROUND MOUNTED SIGNS
T-S-10	04/04/12	STD MOUNTING DETAILS FLAT SHEET SIGNS
T-S-12	07/10/17	STD STEEL GROUND MOUNTED SIGNS, BREAK AWAY POST DETAILS
T-S-16	07/02/15	GROUND MOUNTED ROADSIDE SIGN PLACEMENT DETAILS
T-S-17	07/11/17	STANDARD GROUND MOUNTED SIGN USING PERFORATED KNOCKOUT SQUARE TUBE
T-S-19	06/12/20	STANDARD STEEL SIGN SUPPORTS
T-S-20	07/11/17	SIGN DETAILS
T-S-23A	07/11/17	MULTI-DIRECTIONAL SLIP BASE BREAKAWAY P-POST SIGN SUPPORT
T-S-23B	07/19/13	MULTI-DIRECTIONAL SLIP BASE BREAKAWAY STRUCTURAL SIGN SUPPORT
T-S-23C	07/02/15	BREAKAWAY POST SIGN SUPPORTS
T-S-25	05/04/22	SIGNING PLAN DETAIL FOR ROUNDABOUTS

NO. | REVISIONS: | BY | DATE

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E BEAVER CREEK DRIVE WIDENING AND INTERSECTION
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NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

NATHAN W. SILVUS
REGISTERED ENGINEER
AGRICULTURE
STATE OF TENNESSEE

DATE: 12-16-2025

SHEET: **1A**
TDOT STANDARD DRAWINGS

ESTIMATED ROADWAY QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	FOOTNOTES
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS		
201-01	CLEARING AND GRUBBING	LS	1	APPROX 38,000 SF
202-01.50	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	EACH	2	1-STORY RESIDENCES ON BLOCK FOUNDATIONS INCL UTILITY DISCONNECTS
202-01.51	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	EACH	1	OUTBUILDING
202-01.52	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	EACH	7	STORM STRUCTURES: 1 POND OUTLET, 3 AREA DRAINS, 3 CATCH BASINS
202-01.55	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	EACH	1	BRICK MAILBOX
202-01.56	REMOVAL OF OBSTRUCTIONS (316 FT OF WOOD FENCE)	LS	1	WOOD FENCE
202-02.20	REMOVAL OF PIPE (SEE TABLE)	LS	1	
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	281	525 AND 531 DRIVEWAYS
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1052	STONE CUTTER WAY(252 AND BEAVER CREEK DRIVE (795)
202-08.10	REMOVAL OF CURB (EXTRUDED)	L.F.	200	STONE CUTTER WAY
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	6100	BORROW MATERIAL IS ONSITE - MAX DIST TO ROW= 800' (NO ROCK REMOVAL REQUIRED AT BORROW SITE)
203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	741	6" OVER 40,000 SF (NO IMPORT)
203-05	UNDERCUTTING	C.Y.	215	2' FROM DRAINAGE DITCH - SPOIL ON SLOPES AND/OR VALLEY RIDGE POND (ONSITE)
203-06	WATER	M.G.	1000	
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL)	C.Y.	12	USE IN 48" CMP CROSSLINE
209-05	SEDIMENT REMOVAL	C.Y.	20	MISC
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	2	STORM STRUCT B-12 B-13
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	3	STORM STRUCT B-09 B-10 B-14
303-01.01	GRANULAR BACKFILL (ROADWAY)	TON	100	MAINTENANCE STONE
KC 303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D (8" THICK)	SY	2292	ROADWAY SECTION
KC 303-02	MINERAL AGGREGATE, TYPE A BASE, GRADING D (6" THICK)	SY	1280	TEMPORARY SECTION
KC 307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	SY	2094	
KC 307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	SY	2094	ROADWAY SECTION
KC 307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	SY	1220	TEMPORARY SECTION
KC 402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	SY	2094	
KC 403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	SY	2094	
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	350	WIDENING SECTION
KC 411-01.10	ACS MIX(PG64-22) GRADING D	SY	2094	
KC 415-01.03	COLD PLANING BITUMINOUS PAVEMENT	SY	370	1.5" WHERE WIDENING ONLY: 7+37 TO 8+49 AND 12+06 TO 12+60
607-37.02	18" CORRUGATED METAL PIPE CULVERT	L.F.	152	HDPE - BEDDING MATERIAL SHALL BE INCLUDED IN COST OF PIPE
607-37.03	24" CORRUGATED METAL PIPE CULVERT	L.F.	85	HDPE - BEDDING MATERIAL SHALL BE INCLUDED IN COST OF PIPE
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	85	BEDDING MATERIAL SHALL BE INCLUDED IN COST OF PIPE
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	84	BEDDING MATERIAL SHALL BE INCLUDED IN COST OF PIPE
611-01.03	MANHOLES, ℄ 8' - 12' DEPTH	EACH	2	B-15 B-16
611-07.34	36IN ENDWALL (SIDE DRAIN)	EACH	1	B-08 BARGER MEDIUM
611-12.02	CATCH BASINS, TYPE 12, ℄ 4' - 8' DEPTH	EACH	2	B-12 B-13
611-12.03	CATCH BASINS, TYPE 12, ℄ 8' - 12' DEPTH	EACH	1	B-11
611-39.02	CATCH BASINS, TYPE 39, ℄ 4' - 8' DEPTH	EACH	1	B-14
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1	B-10 (72" DIAM)
611-42.02	CATCH BASINS, TYPE 42, ℄ 4' - 8' DEPTH	EACH	1	B-09 (60" DIAM)
701-02	CONCRETE DRIVEWAY	S.F.	182	539 BEAVER CREEK DR
702-01.01	EXTRUDED SLOPING CURB	L.F.	280	6" STONE CUTTER WAY AND NEW DRIVEWAY RADII
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	130	BELOW B-08 HW DISCHARGE
712-01	TRAFFIC CONTROL	LS	1	
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	250	INCL COST OF MOVING 300' ONCE
712-02.60	TEMPORARY WORK ZONE CRASH CUSHION (MASH TL-3)	EACH	2	
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	75	1 PER BARREL, 2 PER BARRICADE
712-05.01	WARNING LIGHTS (TYPE A)	EACH	79	SEE SHT TC1 - INCL POSTS (14)
712-06	SIGNS (CONSTRUCTION)	S.F.	174	2 LOCATIONS SHT TC3
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	40	STONE CUTTER WAY TERMINUS (KNOX CO SPEC)
713-16.20	SIGNS (R1-1), STOP WITH POST	EACH	1	NEW INTERSECTION WARNING EAST AND WEST (KNOX CO SPEC)
713-16.21	SIGNS (W2-1), INTERSECTION WARNING WITH POST	EACH	2	TOTAL FOR BOTH TC PHASES - TEMP DURING CONST
716-01.07	TEMPORARY RAISED PAVEMENT MARKER,YELLOW	EACH	28	TOTAL FOR BOTH TC PHASES - TEMP DURING CONST
716-05.20	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	0.77	
716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	26	232 LF X 12"
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	5	
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	29	
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	0.51	1035' SSWL, 67' SDWL, 824' DSYL
717-01	MOBILIZATION	LS	1	
797-11.15	48IN MH ADJUSTMENT INCREASE HEIGHT	V.F.	2	BK13553 (HPUD)
797-11.15	48IN MH ADJUSTMENT INCREASE HEIGHT	V.F.	1	BK13544 (HPUD)
803-01	SODDING (NEW SOD)	S.Y.	4500	

ALL COSTS OF THESE QUANTITIES TO BE INCLUDED IN BID PRICE FOR PIPE REMOVAL ITEM NO. 202.02.20 (LS)

STATION	SIDE	TYPE	D(IN)	L(FT)	NOTES
9+00	RIGHT	CMP	12	25	PORTION OF EX PIPE (CUT)
9+60	RIGHT	CMP	18	32	
10+25	RIGHT	RCP	12	48	
10+32	CROSS	CMP	48	50	ABANDON IN PLACE - FILL WITH FLOWABLE
10+50	RIGHT	CMP	24	42	
10+75	RIGHT	CMP	18	22	
10+75	RIGHT	CMP	24	71	
10+80	LEFT	CMP	15	50	
11+00	RIGHT	CMP	18	44	PORTION OF EX PIPE (CUT)
12+00	LEFT	CMP	15	20	

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PROJECT:
E BEAVER CREEK DRIVE WIDENING AND INTERSECTION
525 E BEAVER CREEK DR, KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:
CLEAR WATER PARTNERS, GP
PO BOX 23039
KNOXVILLE, TN 37933
865.966.1600

ENGINEER:
SEC
SILVUS ENGINEERING CONSULTING
NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

NATHAN W. SILVUS
REGISTERED ENGINEER
STATE OF TENNESSEE

DATE: 12-16-2025

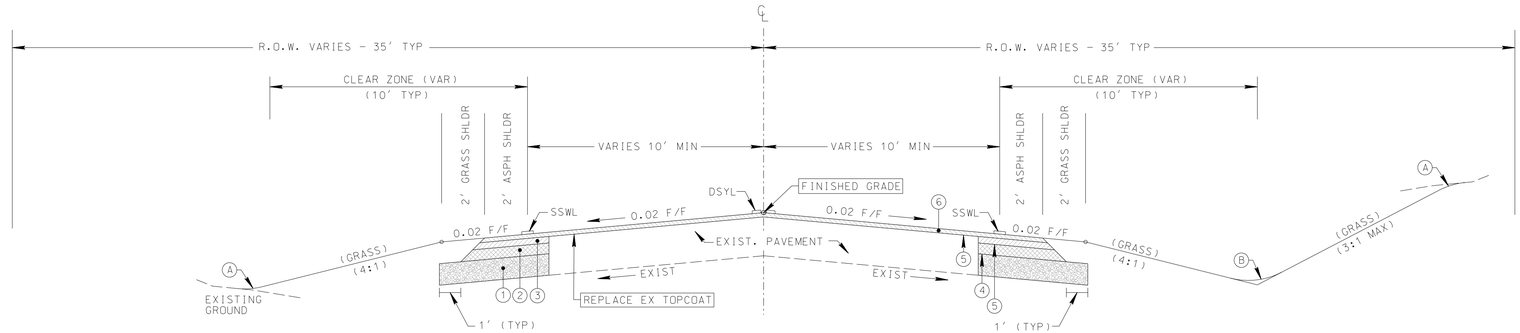
SHEET: **2A**
ESTIMATED ROADWAY QUANTITIES

PAVEMENT DESIGN

①	MINERAL AGGREGATE BASE @ APPROX. 8" THICK 303-01 MINERAL AGGREGATE. TYPE A BASE. GRADING "D"
②	BITUMINOUS BASE COURSE 3" THICK (APPROX 345.0 LBS./SQ. YD.) 307-01.01 ASPHALT CONCRETE MIX (PG64-22) (PBMB-HM) GRADING "A"
③	BITUMINOUS BASE COURSE (BINDER) 2" THICK (APPROX. 226.0 LBS./SQ. YD.) 307-01.08 ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING "B-M2"
④	PRIME COAT 402-01 BITUMINOUS MATERIAL FOR PRIME COAT (PC) 0.30 - 0.35 GAL./SQ. YD. 402-02 AGGREGATE FOR COVER MATERIAL (PC) 8 TO 12 LBS./ SQ. YD.
⑤	TACK COAT 403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) 0.05 - 0.10 GAL/SQ. YD. (GENERAL USE) 0.08 - 0.12 GAL/SQ. YD. (MILLING - COLD PLANE)
⑥	BITUMINOUS SURFACING (ASC) 1.25" THICK (APPROX. 132.50 LBS/SQ. YD.) 411-01.10 ASC MIX (PG64-22) GRADING "D"

(A) SEE STANDARD DRAWING RD11-S-11 FOR FILL AND CUT SLOPE TABLE, AND ROUNDING ON TOP OF CUT SLOPES AND TOE OF FILL SLOPES.

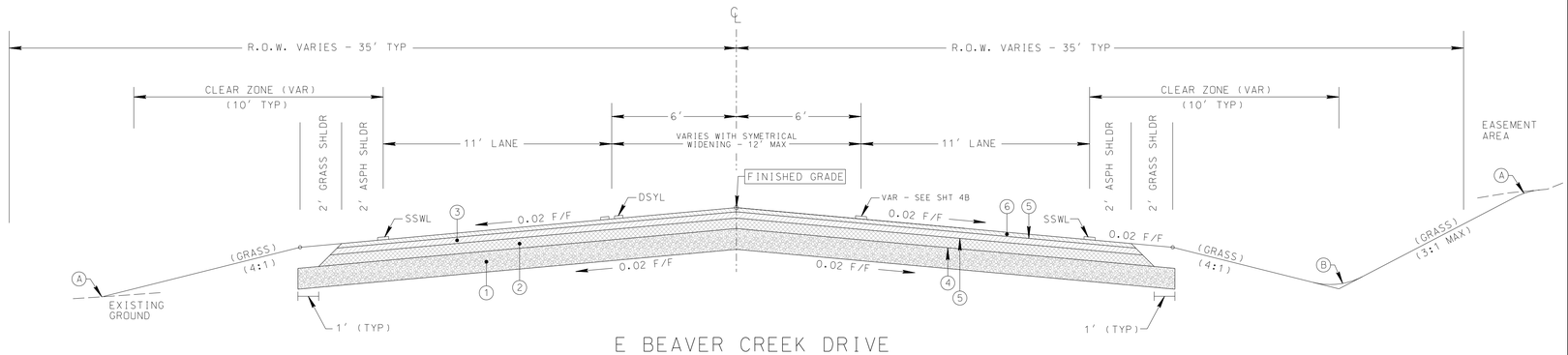
(B) SEE STANDARD DRAWING R11-S-11A FOR ROUNDING OF ROADSIDE DITCH SLOPES.



*SAWCUT AND REMOVE EXISTING PAVEMENT AS NECESSARY TO BE ABLE TO PROVIDE 1' MINIMUM WIDTH OF FULL DEPTH PAVEMENT SECTION. PAYMENT FOR REMOVAL WILL NOT BE PAID FOR SEPARATELY BUT WILL BE INCLUDED IN THE COST OF OTHER ITEMS.

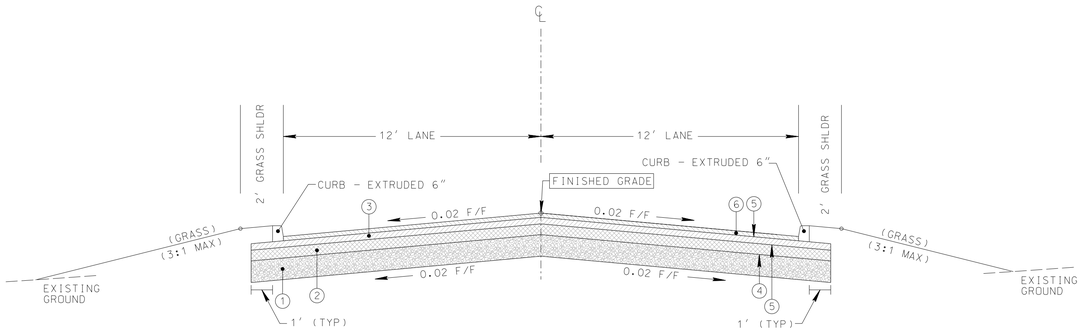
E BEAVER CREEK DRIVE

STA 7+36.53 (LIMIT OF CONST.) TO
STA 8+48.52 (BEGIN GRADE CHANGE)
AND
12+06.21 (END GRADE CHANGE) TO
12+59.67 (LIMITS OF CONST)



E BEAVER CREEK DRIVE

STA 8+48.52 (BEGIN GRADE CHANGE) TO
12+06.21 (END GRADE CHANGE)
FULL SECTION FROM STA 8+99.52 TO
11+19.57 (FULLY DEVELOPED TURN LANE)



STONE CUTTER WAY

STA 0+22.00 (EOP BEAVER CREEK DRIVE)
TO
0+94.97 (END CONSTRUCITON)

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PROJECT:
E BEAVER CREEK DRIVE WIDENING AND INTERSECTION

525 E BEAVER CREEK DR. KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:
CLEAR WATER PARTNERS, GP
PO BOX 23038
KNOXVILLE, TN 37933
865.966.1600

ENGINEER:
SEC
SILVUS ENGINEERING CONSULTING
NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

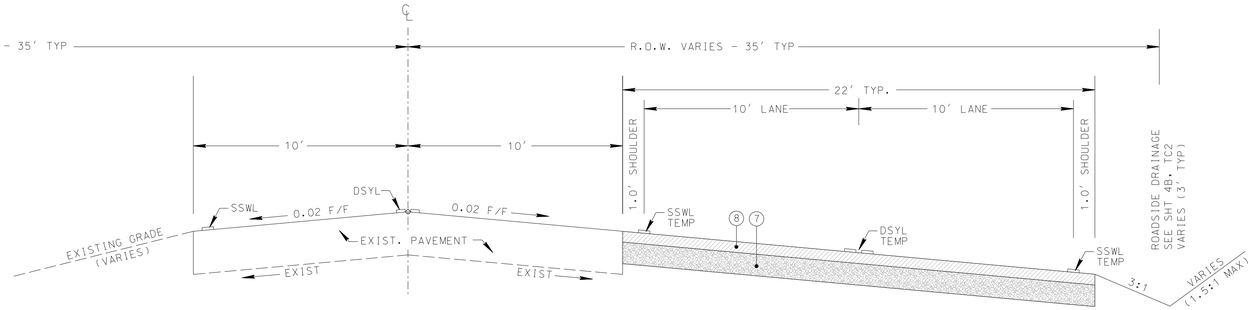
NATHAN W. SILVUS
REGISTERED ENGINEER
NO. 140755
STATE OF TENNESSEE

DATE:
12-16-2025

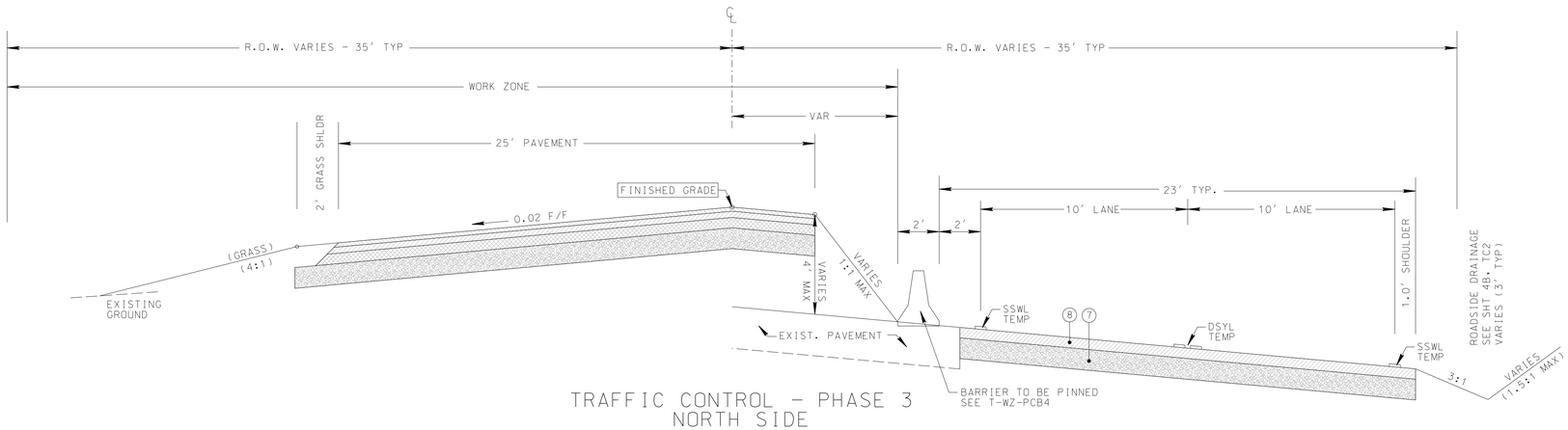
SHEET:
2B
TYPICAL SECTIONS AND PAVEMENT SCHEDULE

PAVEMENT DESIGN

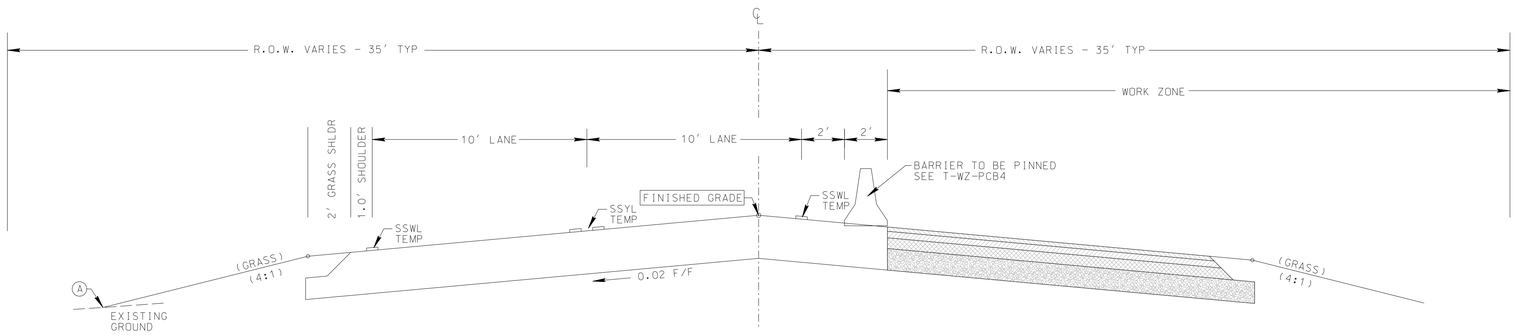
⑦	MINERAL AGGREGATE BASE @ APPROX. 6" THICK 303-01 MINERAL AGGREGATE, TYPE A BASE, GRADING "D"
⑧	BITUMINOUS BASE COURSE (BINDER) 3" THICK (APPROX. 226.0 LBS./SQ. YD.) 307-01.08 ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING "B-M2"



TRAFFIC CONTROL - PHASE 2
BYPASS LANE



TRAFFIC CONTROL - PHASE 3
NORTH SIDE



TRAFFIC CONTROL - PHASE 4
SOUTH SIDE

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PROJECT:
E BEAVER CREEK DRIVE WIDENING AND INTERSECTION
525 E BEAVER CREEK DR. KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:
CLEAR WATER PARTNERS, GP
PO BOX 2038
KNOXVILLE, TN 37933
865.966.1600

ENGINEER:
SEC
SILVUS ENGINEERING CONSULTING
NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

DATE: 12-16-2025

SHEET: **2C**

TYPICAL SECTIONS

GENERAL NOTES

GRADING

(1) ANY AREA THAT IS DISTURBED OUTSIDE LIMITS OF CONSTRUCTION DURING THE LIFE OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

(2) THE CONTRACTOR SHALL NOT DISPOSE OF ANY MATERIAL EITHER ON OR OFF R.O.W. IN A REGULATORY FLOOD WAY AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WITHOUT APPROVAL BY FEMA. ALL MATERIAL SHALL BE DISPOSED OF IN UPLAND (NON-WETLAND) AREAS AND ABOVE ORDINARY HIGH WATER OF ANY ADJACENT WATERCOURSE. THIS DOES NOT ELIMINATE THE NEED TO OBTAIN ANY OTHER LICENSES OR PERMITS THAT MAY BE REQUIRED BY ANY OTHER FEDERAL, STATE OR LOCAL AGENCY.

SEEDING AND SODDING

(1) ALL EXISTING ROADS WITHIN THE RIGHT-OF-WAY AND NOT IN THE GRADED AREA THAT ARE TO BE ABANDONED SHALL BE SCARIFIED, OBLITERATED, TOPSOILED AND SEEDED. SCARIFYING AND OBLITERATING THE PAVEMENT WILL NOT BE MEASURED AND PAID FOR DIRECTLY, BUT THE COST WILL BE INCLUDED IN THE COST OF OTHER ITEMS. TOPSOIL, IN ACCORDANCE WITH SECTION 203 OF THE STANDARD SPECIFICATIONS, WILL BE MEASURED AND PAID FOR UNDER ITEM NO. 203-04 SEEDING, IN ACCORDANCE WITH SECTION 801 OF THE STANDARD SPECIFICATIONS, WILL BE MEASURED AND PAID FOR UNDER ITEM NO. 801-01.

DRAINAGE

(1) THE CONTRACTOR SHALL SHAPE DITCHES TO THE SPECIFIED DESIGN. THIS WORK WILL NOT BE MEASURED AND PAID FOR DIRECTLY, BUT THE COST WILL BE INCLUDED IN THE COST OF OTHER ITEMS.

(2) THE CUTTING OF INLET AND OUTLET DITCHES WHERE SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER WILL BE MEASURED AND PAID FOR AS ITEM NO. 203-01 ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED).

(3) WHERE A CULVERT (PIPE, SLAB OR BOX) IS MOVED TO A NEW LOCATION OTHER THAN THAT SHOWN ON THE PLANS, INCREASING OR DECREASING THE AMOUNT OF CULVERT EXCAVATION WILL NOT RESULT IN AN INCREASE OR DECREASE IN THE AMOUNT OF PAYMENT THAT WILL BE MADE DUE TO SUCH CHANGE.

(4) DURING CONSTRUCTION OF DRAINAGE STRUCTURES ALL COST ASSOCIATED WITH MAINTAINING THE FLOW OF WATER AND TRAFFIC, AT THESE STRUCTURES, DURING THE PHASED CONSTRUCTION OF THIS PROJECT ARE TO BE INCLUDED IN THE UNIT PRICE OF THE DRAINAGE STRUCTURES AND TRAFFIC CONTROL ITEMS.

(5) ALL EXISTING PIPES AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER THAT ARE TO BE LEFT IN PLACE AND ABANDONED MUST BE BACKFILLED AND PLUGGED. ALL COST FOR THIS WORK SHALL BE INCLUDED IN ITEM NO. 204-08.01, BACKFILL MATERIAL (FLOWABLE FILL), C.Y.

MISCELLANEOUS

(1) ALL DETOUR, ACCESS, SERVICE AND FRONTAGE ROADS SHALL BE CONSTRUCTED WITH A MINIMUM OF ONE (1) COURSE OF BASE MATERIAL BEFORE TRAFFIC IS INTERRUPTED ON EXISTING ROADS.

(2) NOTHING IN THE GENERAL NOTES OR SPECIAL PROVISIONS SHALL RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TOWARD THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND THE RESIDENTS ALONG THE PROPOSED CONSTRUCTION AREA.

PAVEMENT MARKINGS

(1) TEMPORARY PAVEMENT LINE MARKINGS ON INTERMEDIATE LAYERS OF PAVEMENT SHALL BE REFLECTIVE TAPE OR REFLECTORIZED PAINT INSTALLED TO PERMANENT STANDARDS AT THE END OF EACH DAY'S WORK. SHORT, UNMARKED SECTIONS SHALL NOT BE ALLOWED. THESE MARKINGS WILL BE MEASURED AND PAID FOR UNDER ITEM NO. 716-05.20, PAINTED PAVEMENT MARKING (6" LINE), L.M.

(2) PERMANENT PAVEMENT LINE MARKINGS SHALL BE 6" SPRAY THERMOPLASTIC (60 mil) INSTALLED TO PERMANENT STANDARDS AT THE END OF EACH DAY'S WORK. SHORT UNMARKED SECTIONS SHALL NOT BE ALLOWED. PAVEMENT MARKINGS WILL BE MEASURED AND PAID FOR UNDER ITEM NO. 716-13.02, SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE), L.M. THE CONTRACTOR SHALL HAVE THE OPTION OF USING REFLECTORIZED PAINT INSTALLED TO PERMANENT STANDARDS AT THE END OF EACH DAY'S WORK AND THEN INSTALLING THE PERMANENT MARKINGS AFTER THE PAVING OPERATION IS COMPLETED. THE TEMPORARY MARKINGS FOR THE FINAL SURFACE WILL NOT BE MEASURED AND PAID FOR DIRECTLY, BUT THE COSTS ARE TO BE INCLUDED IN THE PRICE BID FOR THE PERMANENT MARKINGS.

DETOURS, LANE SHIFTS AND MEDIAN CROSS-OVERS

(1) THE PAVEMENT MARKING ON THE BYPASS ROAD FOR LANE LINES WILL BE INSTALLED AND MAINTAINED TO THE SAME STANDARDS AS FOR PERMANENT MARKINGS ON THE MAIN ROADWAY. THESE MARKINGS SHALL BE IN PLACE PRIOR TO ALLOWING TRAFFIC ONTO THE PAVEMENT. THESE PAVEMENT MARKINGS WILL BE MEASURED AND PAID FOR UNDER ITEM NO. 716-05.20, L.M. AND 716-01.07, EACH (RAISED MARKERS).

PAVING

(1) THE CONTRACTOR SHALL BE REQUIRED TO PAVE IN THE DIRECTION OF TRAFFIC.

(2) THE CONTRACTOR SHALL BE REQUIRED TO COLD PLANE AND PAVE IN THE DIRECTION OF TRAFFIC.

(3) THE CONTRACTOR SHALL ATTACH A DEVICE TO THE SCREED OF THE PAVER SUCH THAT MATERIAL IS CONFINED AT THE END GATE AND EXTRUDES THE ASPHALT MATERIAL IN SUCH A WAY THAT RESULTS IN A CONSOLIDATED WEDGE-SHAPE PAVEMENT EDGE OF APPROXIMATELY 25 TO 30 DEGREES AS IT LEAVES THE PAVER (MEASURED FROM A LINE PARALLEL TO THE PAVEMENT SURFACE.) THE DEVICE SHALL MEET THE REQUIREMENTS THAT ARE CURRENTLY SET FORTH IN SPECIAL PROVISION 407SE

SIGNING

(1) ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF KNOX COUNTY.

CONSTRUCITON WORK ZONE AND TRAFFIC CONTROL

(1) ADVANCED WARNING SIGNS SHALL NOT BE DISPLAYED MORE THAN FORTY-EIGHT (48) HOURS BEFORE PHYSICAL CONSTRUCTION BEGINS. SIGNS MAY BE ERECTED UP TO ONE WEEK BEFORE NEEDED, IF THE SIGN FACE IS FULLY COVERED.

(2) IF THE CONTRACTOR MOVES OFF THE PROJECT, HE SHALL COVER OR REMOVE ALL UNNEEDED SIGNS AS DIRECTED BY THE ENGINEER. COSTS OF REMOVAL, COVERING, AND REINSTALLING SIGNS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT ALL COSTS SHALL BE INCLUDED IN THE ORIGINAL UNIT PRICE BID FOR ITEM NO. 712-06, SIGNS (CONSTRUCTION) PER SQUARE FOOT.

(3) A LONG TERM BUT SPORADIC USE WARNING SIGN, SUCH AS A FLAGGER SIGN, MAY REMAIN IN PLACE WHEN NOT REQUIRED PROVIDED THE SIGN FACE IS FULLY COVERED.

(4) TRAFFIC CONTROL DEVICES SHALL NOT BE DISPLAYED OR ERECTED UNLESS RELATED CONDITIONS ARE PRESENT NECESSITATING WARNING.

(5) USE OF BARRICADES, PORTABLE BARRIER RAILS, AND DRUMS SHALL BE LIMITED TO THE IMMEDIATE AREAS OF CONSTRUCTION WHERE A HAZARD IS PRESENT. THESE DEVICES SHALL NOT BE STORED ALONG THE ROADWAY WITHIN THIRTY (30) FEET OF THE EDGE OF THE TRAVELED WAY BEFORE OR AFTER USE THESE DEVICES SHALL BE REMOVED FROM THE CONSTRUCTION WORK ZONE WHEN THEY ARE NO LONGER NEEDED. NOTE THAT ALL OF 525 AND 531 BEAVER CREEK DRIVE MAY BE USED AS NEEDED FOR STORAGE.

(6) THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK ANY VEHICLES OR CONSTRUCTION EQUIPMENT DURING PERIODS OF INACTIVITY, WITHIN THIRTY (30) FEET OF THE EDGE OF PAVEMENT WHEN THE LANE IS OPEN TO TRAFFIC. PRIVATELY OWNED VEHICLES SHALL NOT BE ALLOWED TO PARK WITHIN THIRTY (30) FEET OF AN OPEN TRAFFIC LANE AT ANY TIME. NOTE THAT ALL OF 525 AND 531 BEAVER CREEK DRIVE MAY BE USED AS NEEDED FOR VEHICLE STORAGE.

(7) ALL DETOUR AND CONSTRUCTION SIGNING SHALL BE IN STRICT ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

(8) ALL DETOURS SHALL BE PAVED, STRIPED, SIGNED, AND FLEXIBLE DRUMS ARE TO BE IN PLACE BEFORE IT IS OPENED TO TRAFFIC.

SPECIAL NOTES

GRADING

(1) THE CONTRACTOR SHALL UTILIZE ALL INFORMATION PROVIDED IN THE PLANS, CROSS-SECTIONS AND CONTRACT DOCUMENTS INCLUDING ANY SPECIAL PROVISIONS AS WELL AS UTILIZING HIS PAST EXPERIENCE WITH PROJECTS OF SIMILAR NATURE, SCOPE AND LOCATION IN PREPARATION OF HIS BID FOR EARTHWORK ITEMS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE AND PROVIDE EQUIPMENT AND MEANS NECESSARY TO CONDUCT THE EXCAVATION ACTIVITIES IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.

(2) EARTHWORK IS PAID FOR UNDER ITEM NO. 203-01, ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED). NO ADDITIONAL PAYMENT WILL BE MADE FOR EARTHWORK QUANTITIES BASED SOLELY ON A CLAIM THAT THE QUANTITIES SHOWN IN THE GRADING TABULATION OR ELSEWHERE IN THE PLANS ARE INACCURATE WITH RESPECT TO THE TYPE OF MATERIALS ENCOUNTERED DURING CONSTRUCTION.

DEMOLITION OF BUILDINGS

(1) CONTRACTOR RESPONSIBLE FOR COMPLETE DEMOLITION AND REMOVAL OF THE BUILDINGS AND OBSTRUCTIONS IDENTIFIED ON THE PLANS.
202-01.50 - 202-01.56

NO. | REVISIONS: | BY | DATE

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PROJECT:
BEAVER CREEK DRIVE WIDENING AND INTERSECTION
525 E BEAVER CREEK DR, KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:
CLEAR WATER PARTNERS, GP
PO BOX 23038
KNOXVILLE, TN 37933
865.966.1600

ENGINEER:
SEC
SILVUS ENGINEERING CONSULTING
NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

NATHAN W. SILVUS
REGISTERED
AGRICULTURE
STATE OF TENNESSEE

DATE: 12-16-2025

SHEET: **2D**
GENERAL NOTES

ADDITIONAL NOTES

RIGHT-OF-WAY

(1) CONTRACTOR TO REMOVE ALL STRUCTURES AND OBSTICLES IN THE RIGHT OF WAY AND ON ADJOINING PROPERTIES AS IDENTIFIED ON SHEET 6 OR. ELSEWHERE. 202-01.50 - 202-08.10

(2) CONTRACTOR TO MAINTAIN VEHICULAR ACCESS TO VALLEY RIDGE AND 539 BEAVER CREEK DRIVE THROUGHOUT CONSTRUCTION. USE FLAGGERS IF/AS NECESSARY.

UTILITY

(1) THE LOCATIONS OF UTILITIES SHOWN WITHIN THESE PLANS ARE APPROXIMATE ONLY. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THEREFORE, RELIANCE UPON THE TYPE, SIZE, AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION, AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) OR NOT MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC., AT 1-800-351-1111 AS REQUIRED BY TCA 65-31-106 WILL BE REQUIRED.

(2) UNLESS OTHERWISE NOTED, ALL UTILITY ADJUSTMENTS WILL BE PERFORMED BY THE UTILITY OR ITS REPRESENTATIVE. THE CONTRACTOR AND UTILITY OWNERS WILL BE REQUIRED TO COOPERATE WITH EACH OTHER IN ORDER TO EXPEDITE THE WORK REQUIRED BY THIS CONTRACT. ON CONTRACTS WHERE CONSTRUCTION STAKES, LINES, AND GRADES ARE CONTRACT ITEMS, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE RIGHT-OF-WAY OR SLOPE STAKES, DITCH OR STREAM BED GRADES, OR OTHER ESSENTIAL SURVEY STAKING TO PREVENT CONFLICTS WITH THE HIGHWAY CONSTRUCTION. FREQUENTLY, THIS WILL BE REQUIRED AS THE FIRST ITEM OF WORK AND AT ANY LOCATION ON THE PROJECT DIRECTED BY THE ENGINEER.

(3) THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT. THE COST OF PROTECTING UTILITIES FROM DAMAGE AND FURNISHING SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.

(4) PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS. ADVANCE CLEAR CUTTING MAY BE REQUIRED BY THE ENGINEER AT ANY LOCATION WHERE CLEARING IS CALLED FOR IN THE SPECIFICATIONS AND CLEAR CUTTING IS NECESSARY FOR A UTILITY RELOCATION. ANY ADDITIONAL COST WILL BE INCLUDED IN THE UNIT PRICE BID FOR THE CLEARING ITEM SPECIFIED IN THE PLANS.

(5) THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY IN ACCORDANCE WITH TCA 65-31-106. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC AT 1-800-351-1111 WILL BE REQUIRED.

UTILITY OWNERS

ELECTRIC
KNOXVILLE UTILITIES BOARD (KUB)
4505 MIDDLEBROOK PIKE
KNOXVILLE, TN 37921-5599
NAME: MATHEW STINNETT
CALL: 423.715.6669
EMAIL: MATHEW.STINNETT@KUB.ORG

GAS
KNOXVILLE UTILITIES BOARD (KUB)
4505 MIDDLEBROOK PIKE
KNOXVILLE, TN 37921-5599
NAME: TIM KELLY
CALL: 865.558.2450
EMAIL: TIMOTHY.KELLY@KUB.ORG
NAME: ALEX HIBBS
CALL: 865.558.2312
EMAIL: ALEX.HIBBS@KUB.ORG

SEWER
HALLSDALE POWELL UTUILITY DISTRICT
3745 CUMMINGHAM ROAD
KNOXVILLE, TN 37918
NAME: CODY HUMPHREY
CALL: 865.925.3921
EMAIL: CHUMPHREY@HPUD.ORG

WATER
HALLSDALE POWELL UTUILITY DISTRICT
3745 CUMMINGHAM ROAD
KNOXVILLE, TN 37918
NAME: CODY HUMPHREY
CALL: 865.925.3921
EMAIL: CHUMPHREY@HPUD.ORG

TELEPHONE
COMPANY NAME
ADDRESS 1
ADDRESS 2
NAME: CONTACT
CALL:
EMAIL:

TELEPHONE
COMPANY NAME
ADDRESS 1
ADDRESS 2
NAME: CONTACT
CALL:
EMAIL:

NO.	REVISIONS:	BY	DATE

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PROJECT:
E BEAVER CREEK DRIVE WIDENING AND INTERSECTION
525 E BEAVER CREEK DR, KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:
CLEAR WATER PARTNERS, GP
PO BOX 23038
KNOXVILLE, TN 37933
865.966.1600

ENGINEER:
SEC
SILVUS ENGINEERING CONSULTING
NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

NATHAN W. SILVUS
REGISTERED CIVIL ENGINEER
STATE OF TENNESSEE

DATE: 12-16-2025

SHEET: **3**

RIGHT OF WAY AND UTILITY NOTES

	PROPERTY TYPE	AREA	STATUS	GRANTOR
1	RIGHT-OF-WAY	1.047 SF	EQUITABLE TITLE	CLEAR WATER PARTNERS II GP
2	RIGHT-OF-WAY	9.703 SF	EQUITABLE TITLE	CLEAR WATER PARTNERS II GP
3	GRADE/PAVE ESMT	19.874 SF	EQUITABLE TITLE	CLEAR WATER PARTNERS II GP
4	GRADE ESMT	39.39 AC	EQUITABLE TITLE	CLEAR WATER PARTNERS II GP
5	RIGHT-OF-WAY	3.881 SF	EQUITABLE TITLE	CLEAR WATER PARTNERS II GP
6	RIGHT-OF-WAY	1.110 SF	EQUITABLE TITLE	CLEAR WATER PARTNERS II GP
7	GRADE ESMT	18.120 SF	EQUITABLE TITLE	CLEAR WATER PARTNERS II GP

** THIS IS NOT A SURVEY **

0 30 60
1" = 30' ON 24X36

REVISIONS:

NO.	BY	DATE

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PROJECT:

E BEAVER CREEK DRIVE WIDENING AND INTERSECTION

525 E BEAVER CREEK DR. KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

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865.966.1600

ENGINEER:
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865.414.0524

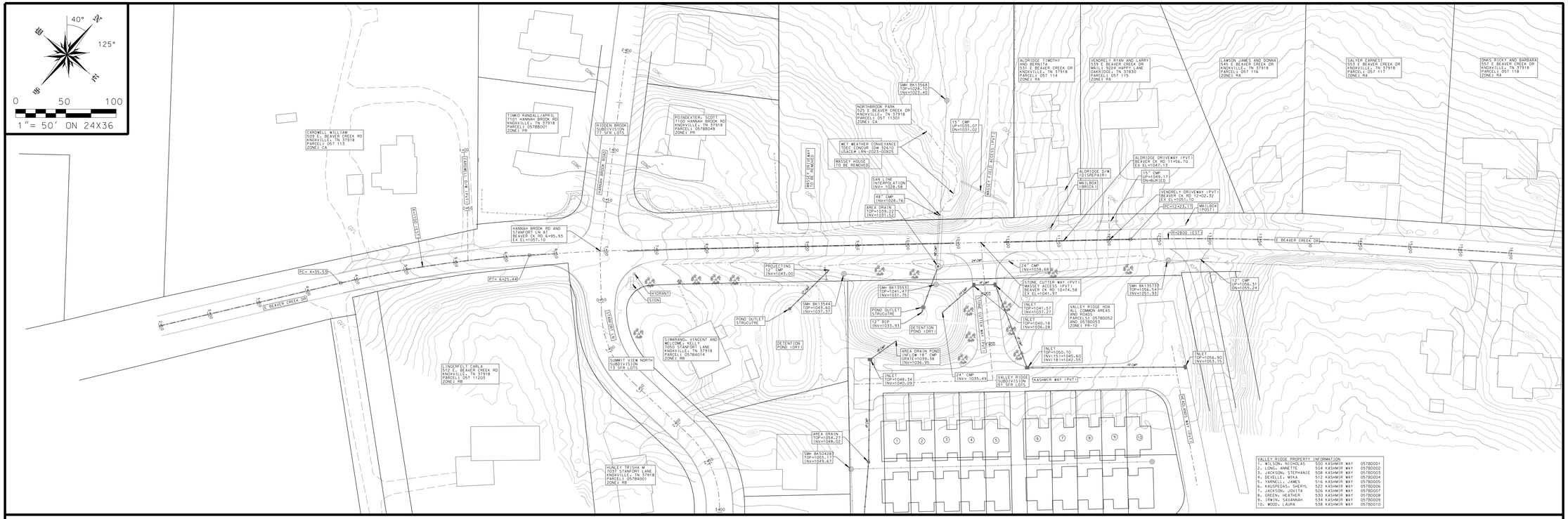
NATHAN W. SILVUS
REGISTERED ENGINEER
IN AGRICULTURE
STATE OF TENNESSEE

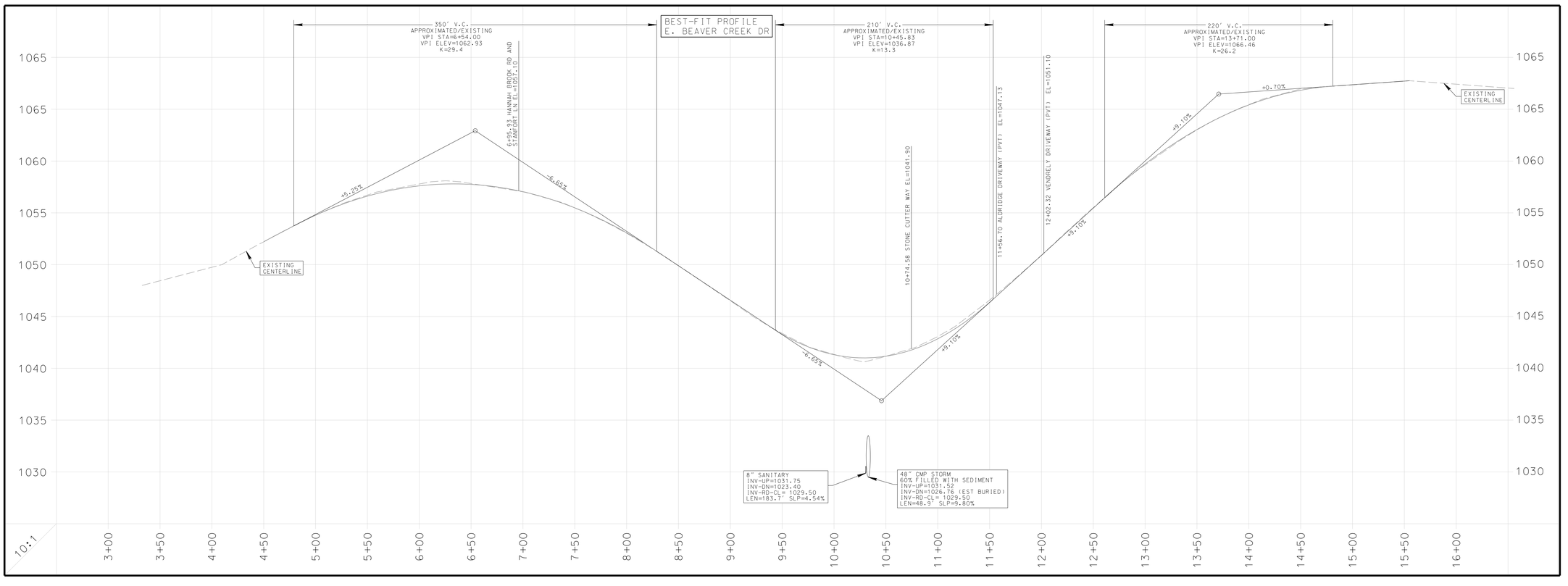
DATE: 12-16-2025

SHEET:

3A

MAP AND
RIGHT OF WAY
ACQUISITION TABLE





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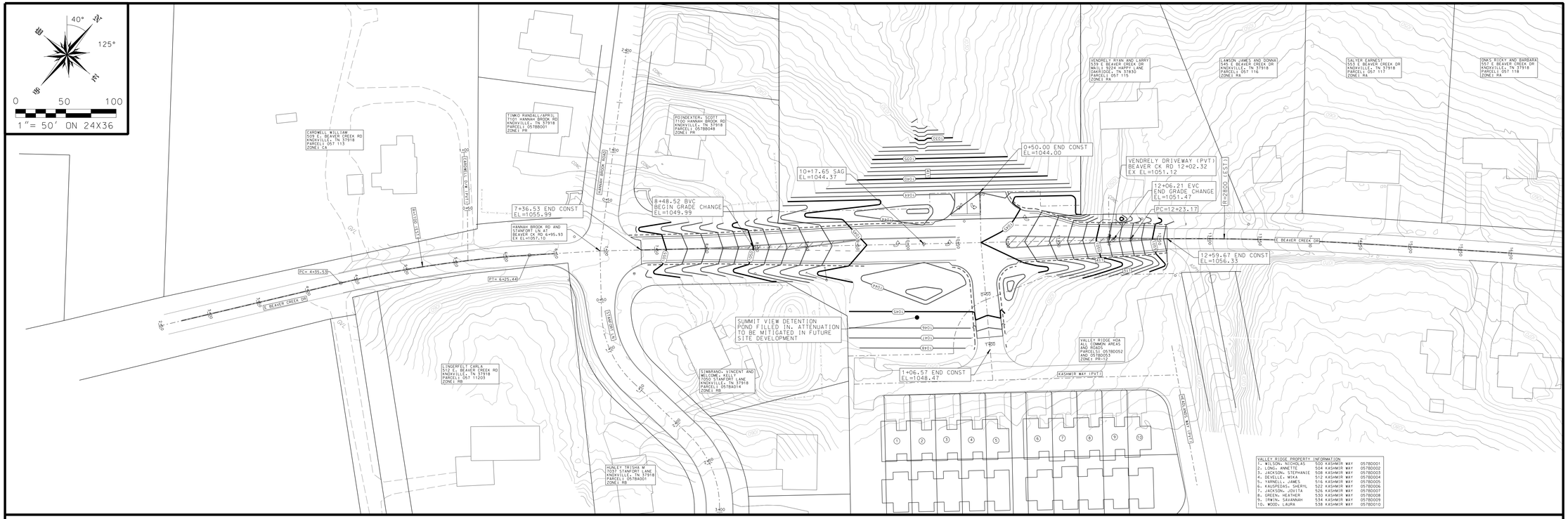
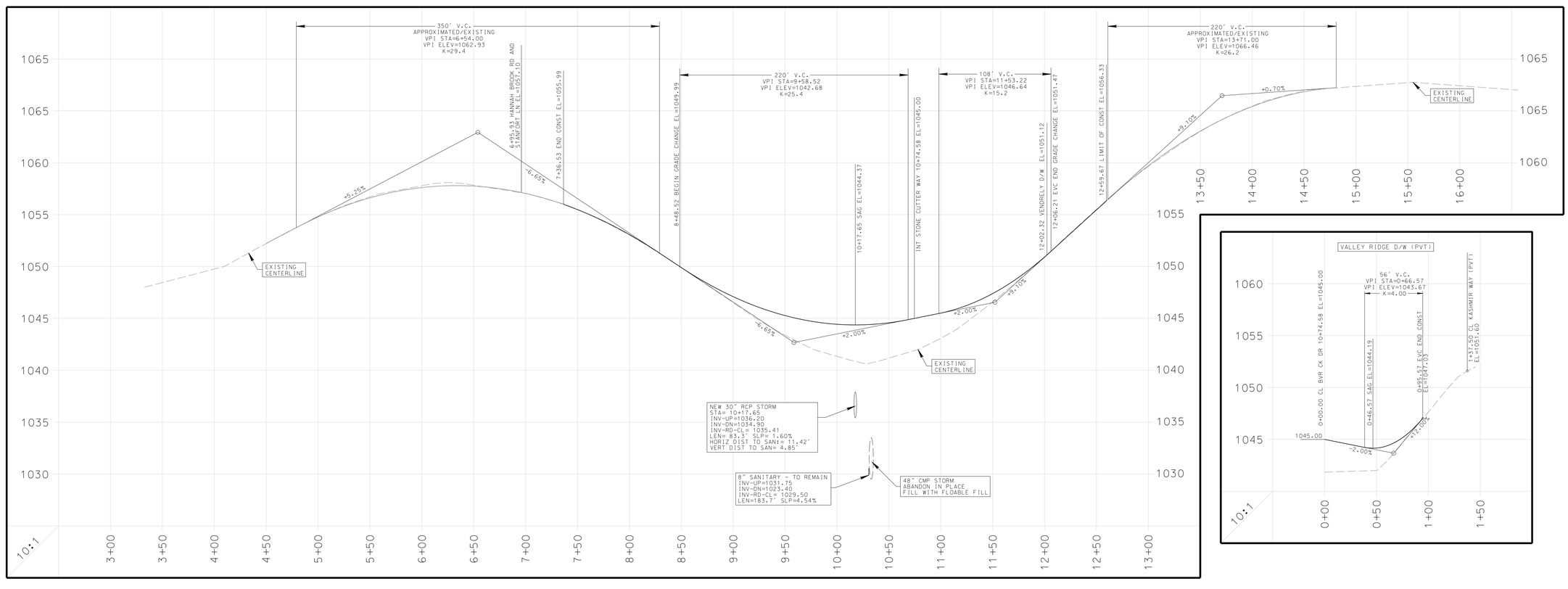
AGRICULTURE
PE 107435
STATE OF TENNESSEE

DATE:
12-16-2025

SHEET:
4

E BEAVER CREEK DR
EXISTING CONDITIONS





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AGRICULTURE
STATE OF TENNESSEE

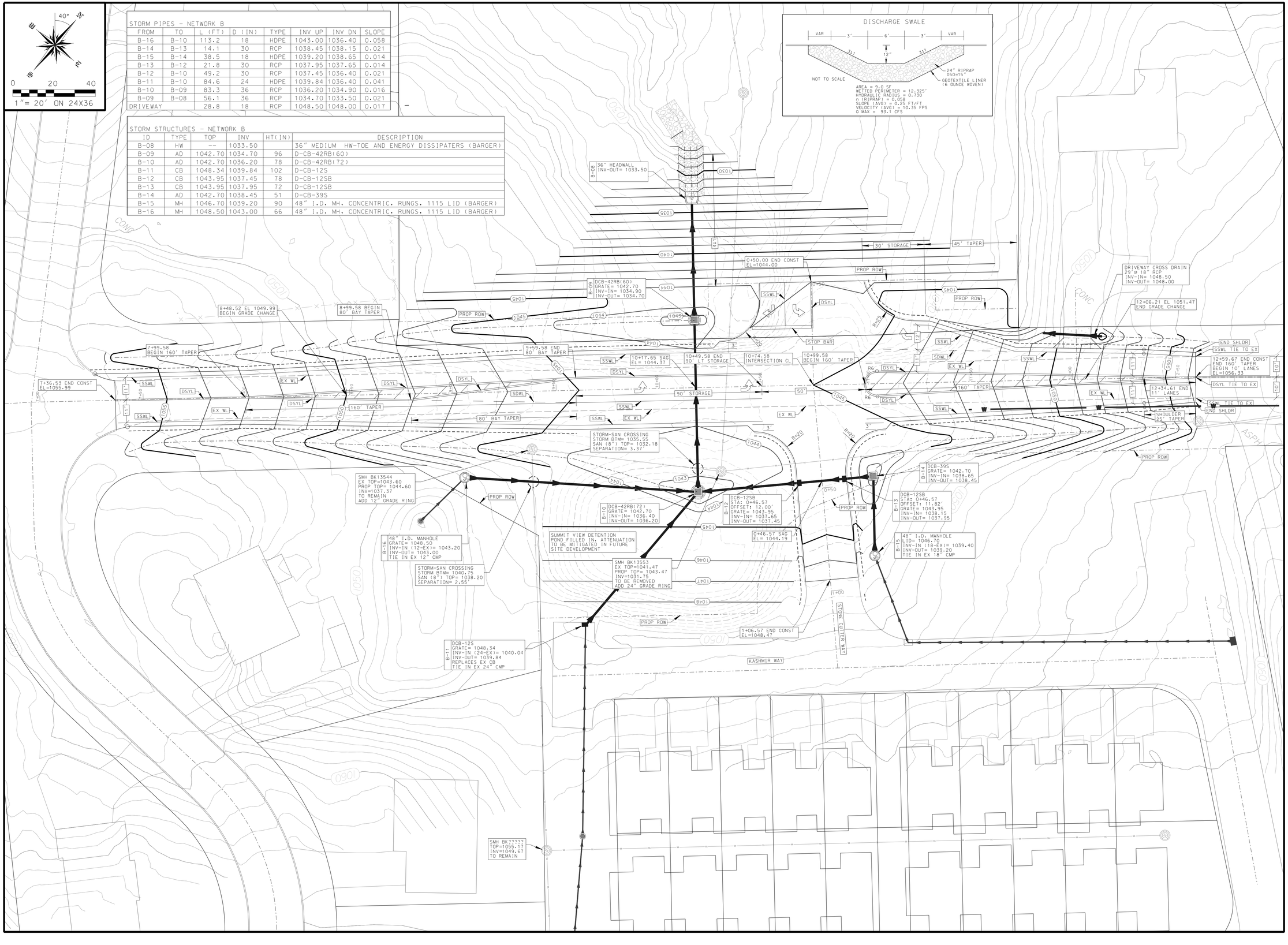
DATE:

12-16-2025

SHEET:

4A

E BEAVER CREEK DR PROPOSED CONDITIONS



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KNOXVILLE, TN 37922
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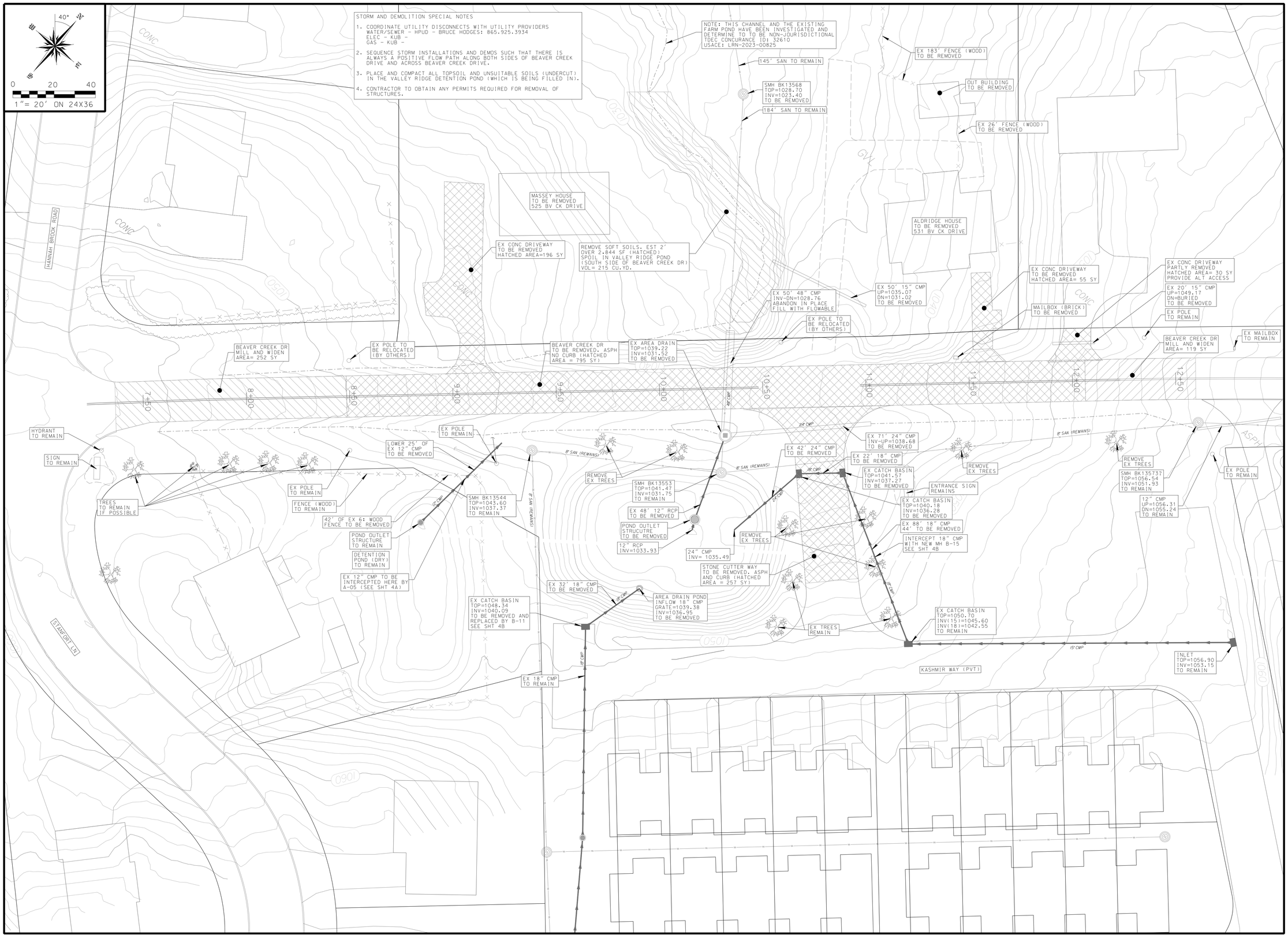
NATHAN W. SILVUS REGISTERED ENGINEER 36 AGRICULTURE 36 STATE OF TENNESSEE

DATE: 12-16-2025

SHEET:

4B

E BEAVER CREEK DR LAYOUT GRADING AND STORM DETAILS



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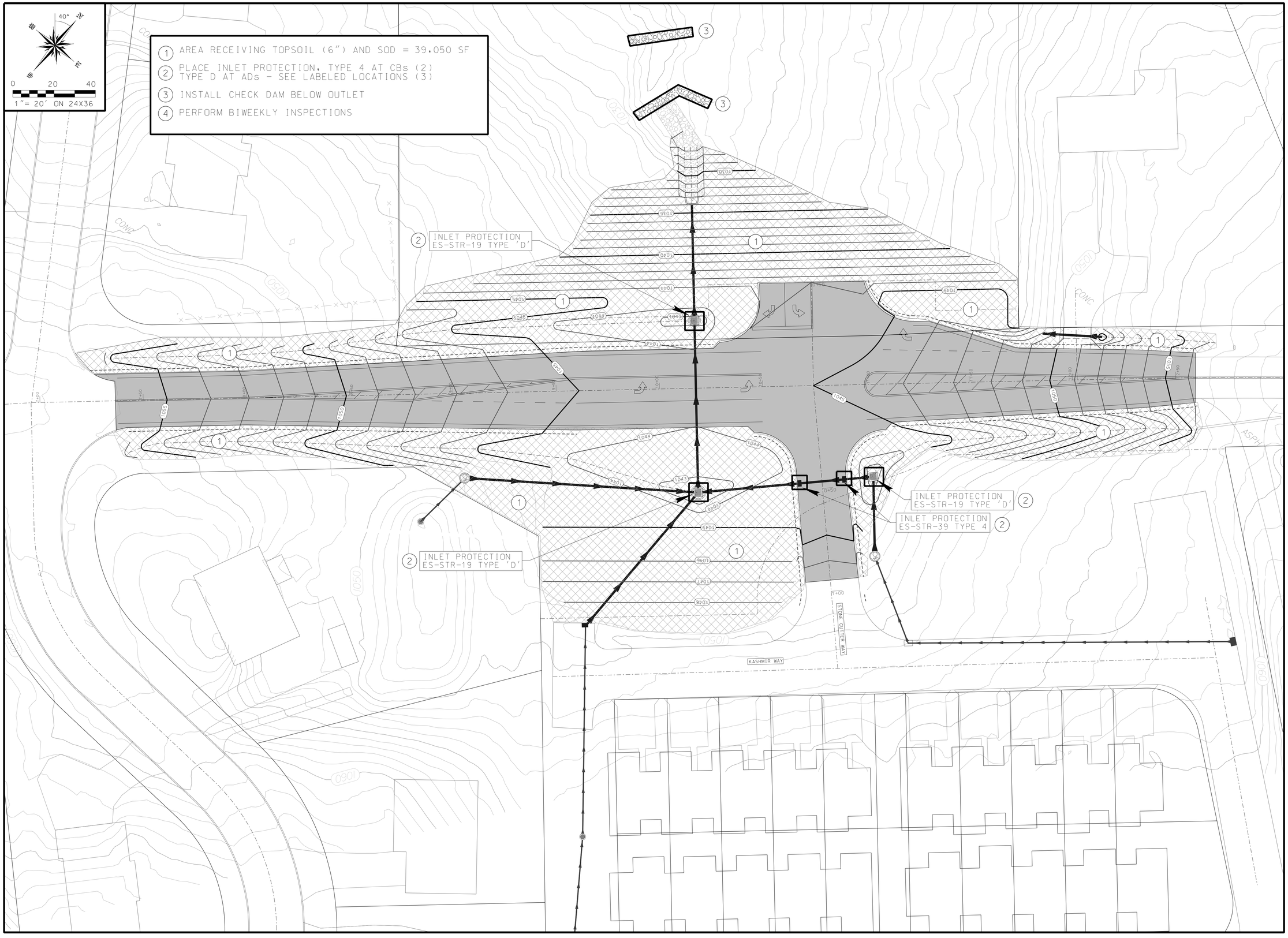
NATHAN W. SILVUS
REGISTERED ENGINEER
AGRICULTURE
STATE OF TENNESSEE

DATE:
12-16-2025

SHEET:
6

EXISTING
DRAINAGE AND
DEMOLITION



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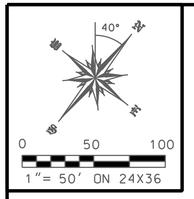
NATHAN W. SILVUS
REGISTERED ENGINEER
No. 120743
STATE OF TENNESSEE

DATE: 12-16-2025

SHEET:

8

EROSION CONTROL AND STABILIZATION



TRAFFIC CONTROL - PHASING NOTES

PHASE 1
1. SET UP ALL ADVANCE ROADWORK WARNING SIGNS
2. INSTALL STORM CROSS LINES ON BEAVER CREEK DRIVE AND STONE CUTTER WAY WITH FLAGGERS. ON WEEKDAYS. LIMIT THIS WORK TO 9 AM TO 3 PM.
3. INSTALL TEMPORARY PAVEMENT WITH FLAGGERS.
4. SHIFT TRAFFIC TO TEMPORARY PAVEMENT AS SHOWN IN LAYOUT (SHEET TC2)

PHASE 2
1. PHASE 1 CONSTRUCTION TO BE COMPLETED BEFORE BEGINNING PHASE 2.
2. RELOCATE BARRIER ON SHOWN ON LAYOUT (SHEET TC3).
3. ADJUST SIGNAGE AS SHOWN ON LAYOUT (SHEET TC3).
4. CLOSE STONE CUTTER WAY AFTER TEMPORARY PAVEMENT IS PLACED FOR DETOUR.
5. REROUTE TRAFFIC TO NEW PAVEMENT WITH TEMP STRIPING (SHEET TC3)

PHASE 3
1. PLACE FINAL TOPCOAT AS NECESSARY. REMOVE TEMPORARY STRIPING. PLACE PERMANENT STRIPING. TIE PRIVATE DRIVEWAY (539 BEAVER CREEK DRIVE)
2. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL AS NEEDED PER TDOT AND MUTCD STANDARDS.

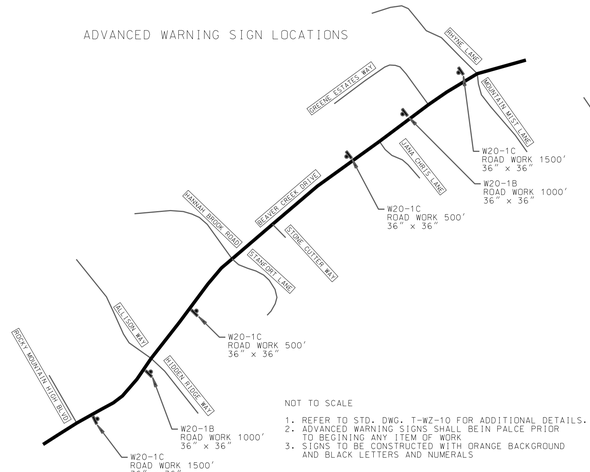
TRAFFIC CONTROL - SPECIAL NOTES

1. THESE TRAFFIC CONTROL PLANS OO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSTALLING TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. EACH PHASE OF THE SUGGESTED SEQUENCE OF CONSTRUCTION FOR WHICH THESE TRAFFIC CONTROL PLANS WERE DESIGNED. REQUIRES THE TIMELY COMPLETION OF THE PRECEDING PHASE. ANY VARIATIONS IN THE PROPOSED PHASING SHALL REQUIRE REVIEW AND APPROVAL OF THE SIGNING AND TRAFFIC CONTROL DEVICES BY THE ENGINEER.
3. THE CONTRACTOR IS REQUIRED TO PROVIDE LANE SHIFTS WHERE NECESSARY TO ROUTE TRAFFIC AROUND CONSTRUCTION.
4. NO TRAFFIC SHALL BE DETOURED OR ROAD CLOSED. ABANDONED OR REMOVED WITH OUT THE PRIOR APPROVAL OF THE ENGINEER.
5. CONSTRUCTION SIGNING SHOWN IN THESE PLANS IS TO SERVE AS A GUIDE ONLY. OTHER SIGNS MAY BE REQUIRED DURING VARIOUS PHASES OF CONSTRUCTION .
6. TYPE ' A' WARN ING LIGHTS ON ALL CHANNELIZING DRUMS IN TAPERS.
7. ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED IMMEDIATELY WHEN CONDITIONS NO LONGER EXIST. EXCEPT FOR THE TYPE III BARRICADE AND DRUMS (4) AT THE TERMINUS OF THE NEW DRIVEWAY STUB (525 BEAVER CREEK DRIVE - STA 10+74.58).
8. THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN TWO- WAY TRAFFIC AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT. PORTABLE BARRIER RAIL. OR DRUMS WHICH MEET THE REQUIREMENTS OF THE M.U.T.C.D. AND SHALL BE PROVIDED AS REQUIRED FOR CHANNELIZATION OF TRAFFIC .
9. INGRESS AND EGRESS FOR LOCAL TRAFFIC AND DRIVEWAYS SHALL MAINTAINED THROUGHOUT CONSTRUCTION OF THIS PROJECT WITH BASE STONE.
10. THE CONTRACTOR SHALL COMPLY WITH SECTION 712 REGARDING "TEMPORARY TRAFFIC CONTROL" OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN THE IMPLEMENTATION OF THE TRAFFIC CONTROL. PLAN TEMPORARY CENTER LINE AND LANE MARKINGS SHALL BE PROVIDED AT THE CONCLUSION OF EACH WORKDAY DURING THE CONSTRUCTION OF THIS PROJECT.
11. THE CONTRACTOR IS DIRECTLY RESPONSIBLE FOR THE PROVISION OF ANY AND ALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH M.U.T.C.D. AND SECTION 712 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION .
12. THE CONTRACTOR WILL BE REQUIRED TO REMOVE EXISTING CONFLICTING PAVEMENT MARKINGS. COST TO BE INCLUDED IN ITEM 712.01
13. IF ADDITIONAL SIGNS ARE DEEMED NECESSARY BY THE ENGINEER. THEY SHALL BE FURNISHED AND INSTALLED AT THE BID PRICE FOR ITEM NO. 712-06 SIGNS (CONSTRUCTION) S.F.
14. DRIVEWAY ACCESS MUST BE MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION. RELEVANT LOCATIONS INCLUDE VALLEY RIDGE CONDOS AND 536/539 BEAVER CREEK DRIVE. US FLAGGERS AS NEEDED.

712-06 SIGNS (CONSTRUCTION)

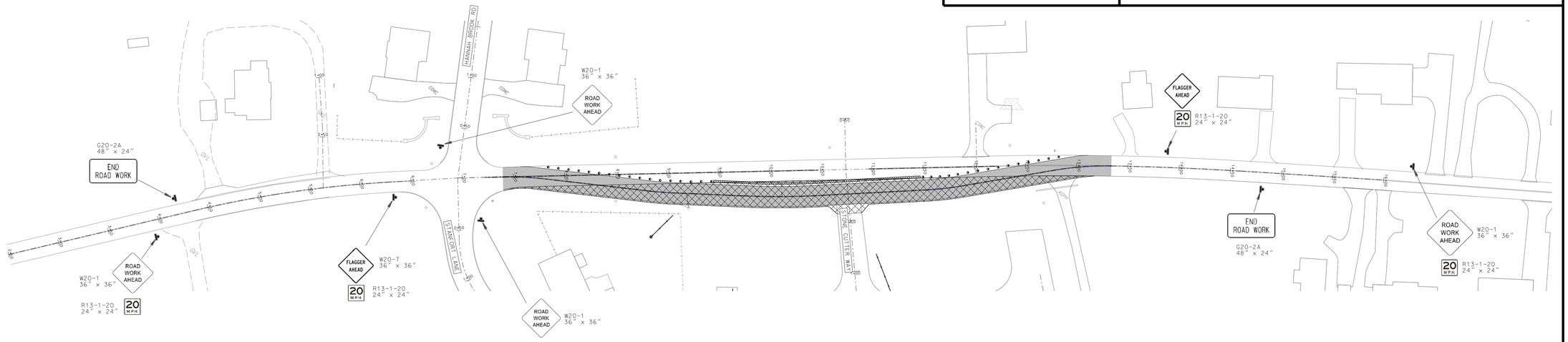
MUTCD DESIGNATION	DESCRIPTION	QUANTITY	SIGN FACE	CALC	TOTAL SQ
R3-2	NO LEFT TURN	1	24"X24"	4	4
W20-7	FLAGGER AHEAD	2	36"X36"	9	18
G20-2	END ROAD WORK	2	48"X24"	8	16
W13-1	SPEED LIMIT ADVISORY	4	24"X24"	4	16
W20-1	ROAD WORK AHEAD	4	36"X36"	9	36
W20-1A	ROAD WORK 500'	2	36"X36"	9	18
W20-1B	ROAD WORK 1000'	2	36"X36"	9	18
W20-1C	ROAD WORK 1500'	2	36"X36"	9	18
R11-2	ROAD CLOSED	2	48"X30"	10	20
M4-9R	DETOUR ARROW RIGHT	2	30"X24"	5	10
TOTAL					174

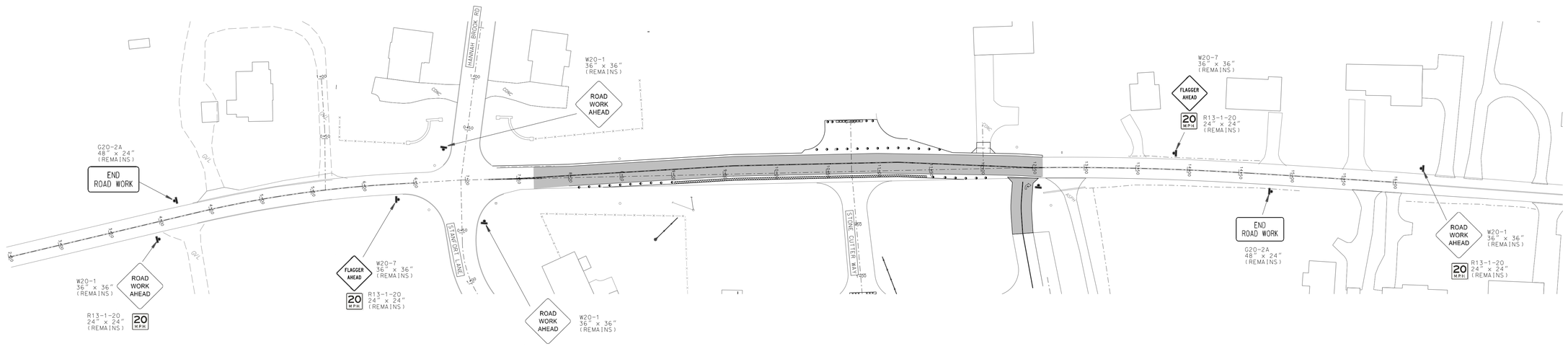
ADVANCED WARNING SIGN LOCATIONS



NOT TO SCALE

1. REFER TO STD. DWG. T-WZ-10 FOR ADDITIONAL DETAILS.
2. ADVANCED WARNING SIGNS SHALL BEIN PALCE PRIOR TO BEGINING ANY ITEM OF WORK
3. SIGNS TO BE CONSTRUCTED WITH ORANGE BACKGROUND AND BLACK LETTERS AND NUMERALS





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E BEAVER CREEK DRIVE WIDENING AND INTERSECTION

525 E BEAVER CREEK DR. KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:

CLEAR WATER PARTNERS, GP
PO BOX 23038
KNOXVILLE, TN 37933
865.966.1600

ENGINEER:

SEC
SILVUS ENGINEERING CONSULTING
NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

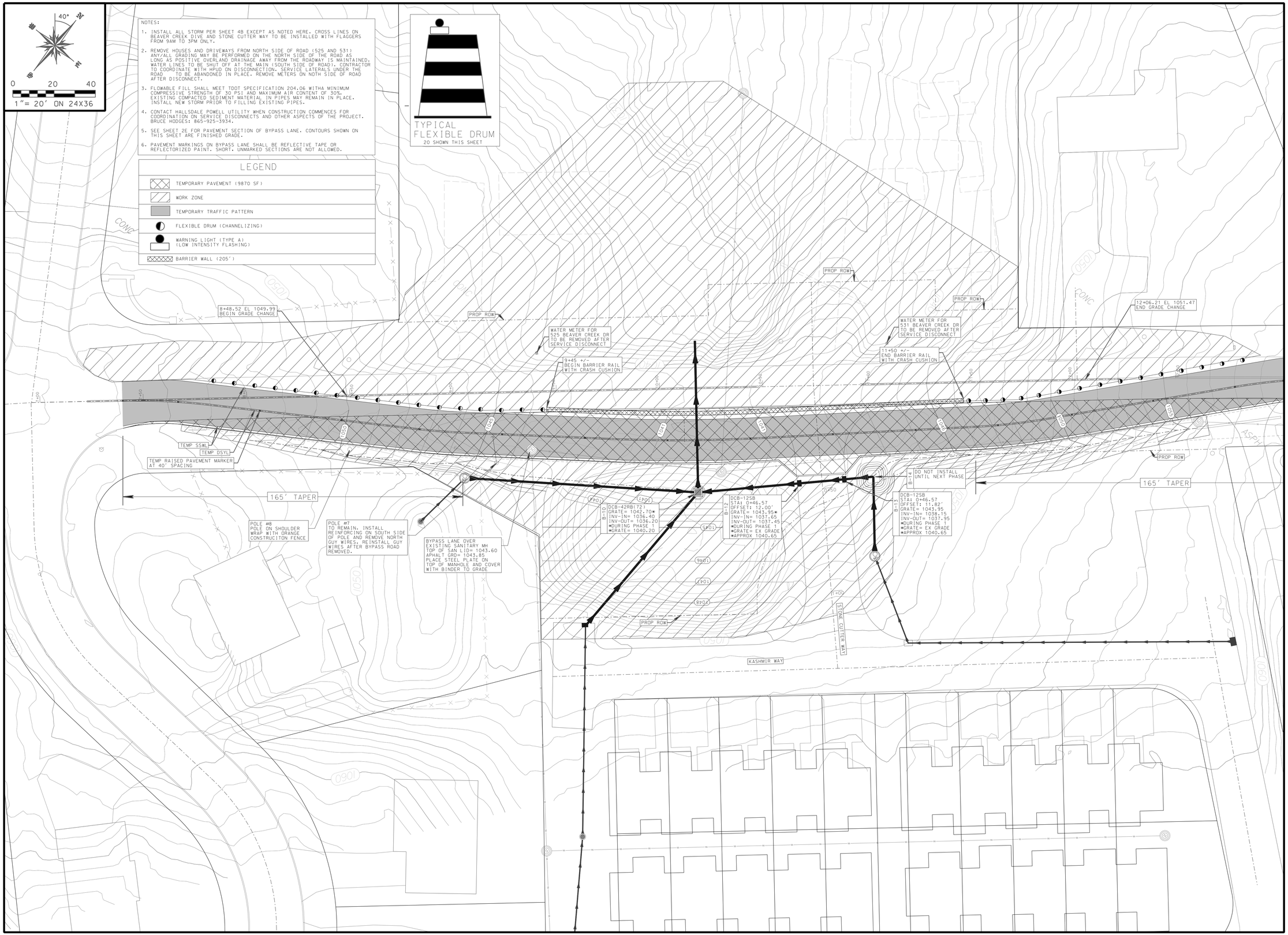
NATHAN W. SILVUS
REGISTERED ENGINEER
No. 140111
STATE OF TENNESSEE

DATE:
12-16-2025

SHEET:

TC1

TRAFFIC CONTROL 1
SIGNAGE



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OWNER:

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865-966-1600

ENGINEER:
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KNOXVILLE, TN 37922
865.414.0524

NATHAN W. SILVUS
REGISTERED ENGINEER
101735
STATE OF TENNESSEE

DATE: 12-16-2025

SHEET:

TC2

TRAFFIC CONTROL 2
STORM AND BYPASS LANE

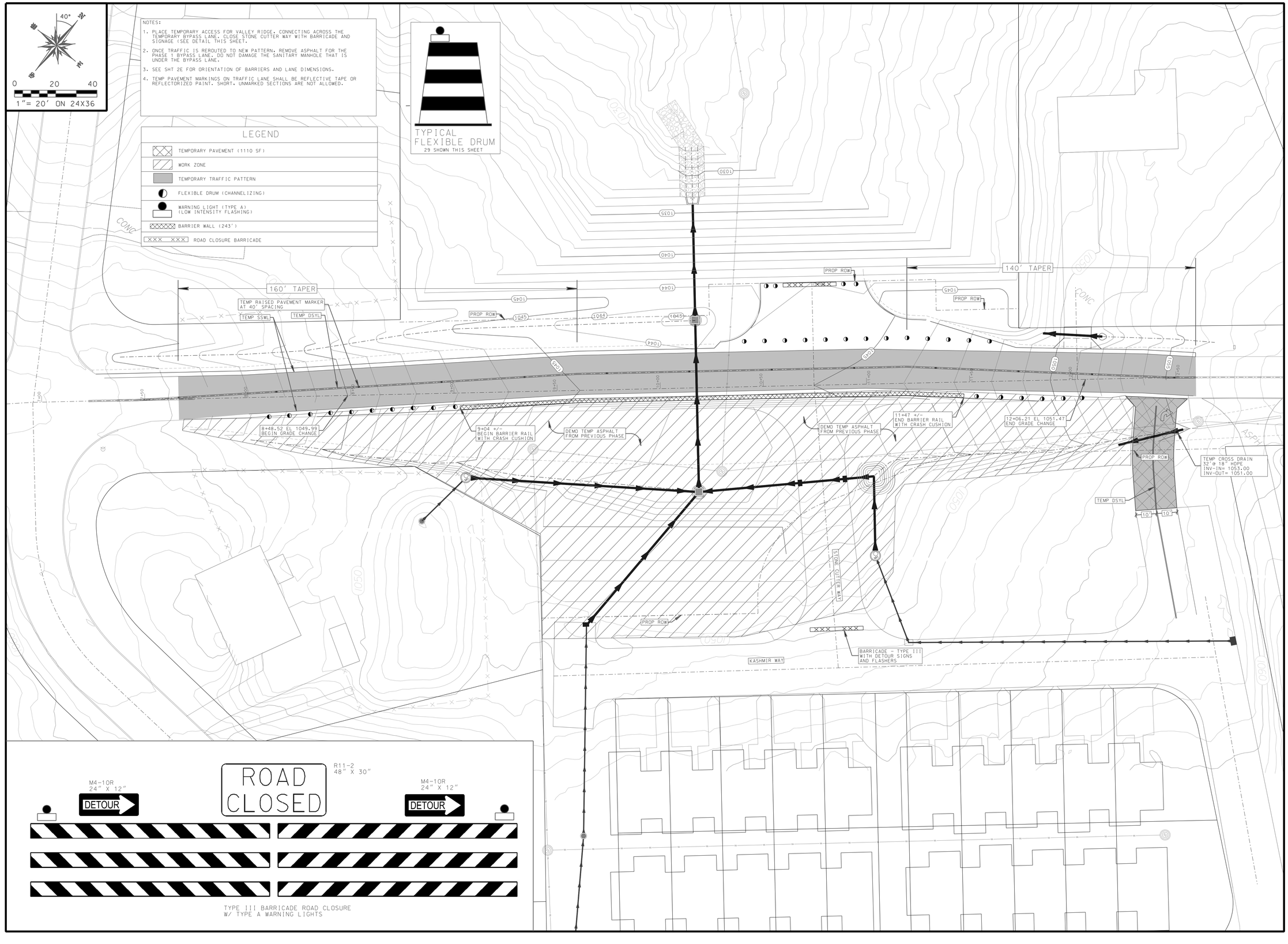
NOTES:

1. PLACE TEMPORARY ACCESS FOR VALLEY RIDGE. CONNECTING ACROSS THE TEMPORARY BYPASS LANE. CLOSE STONE CUTTER WAY WITH BARRICADE AND SIGNAGE (SEE DETAIL THIS SHEET.
2. ONCE TRAFFIC IS REROUTED TO NEW PATTERN. REMOVE ASPHALT FOR THE PHASE 1 BYPASS LANE. DO NOT DAMAGE THE SANITARY MANHOLE THAT IS UNDER THE BYPASS LANE.
3. SEE SHT 2E FOR ORIENTATION OF BARRIERS AND LANE DIMENSIONS.
4. TEMP PAVEMENT MARKINGS ON TRAFFIC LANE SHALL BE REFLECTIVE TAPE OR REFLECTORIZED PAINT. SHORT, UNMARKED SECTIONS ARE NOT ALLOWED.

LEGEND

- TEMPORARY PAVEMENT (1110 SF)
- WORK ZONE
- TEMPORARY TRAFFIC PATTERN
- FLEXIBLE DRUM (CHANNELIZING)
- WARNING LIGHT (TYPE A) (LOW INTENSITY FLASHING)
- BARRIER WALL (243')
- XXX XXX ROAD CLOSURE BARRICADE

TYPICAL FLEXIBLE DRUM
29 SHOWN THIS SHEET



TYPE III BARRICADE ROAD CLOSURE
W/ TYPE A WARNING LIGHTS

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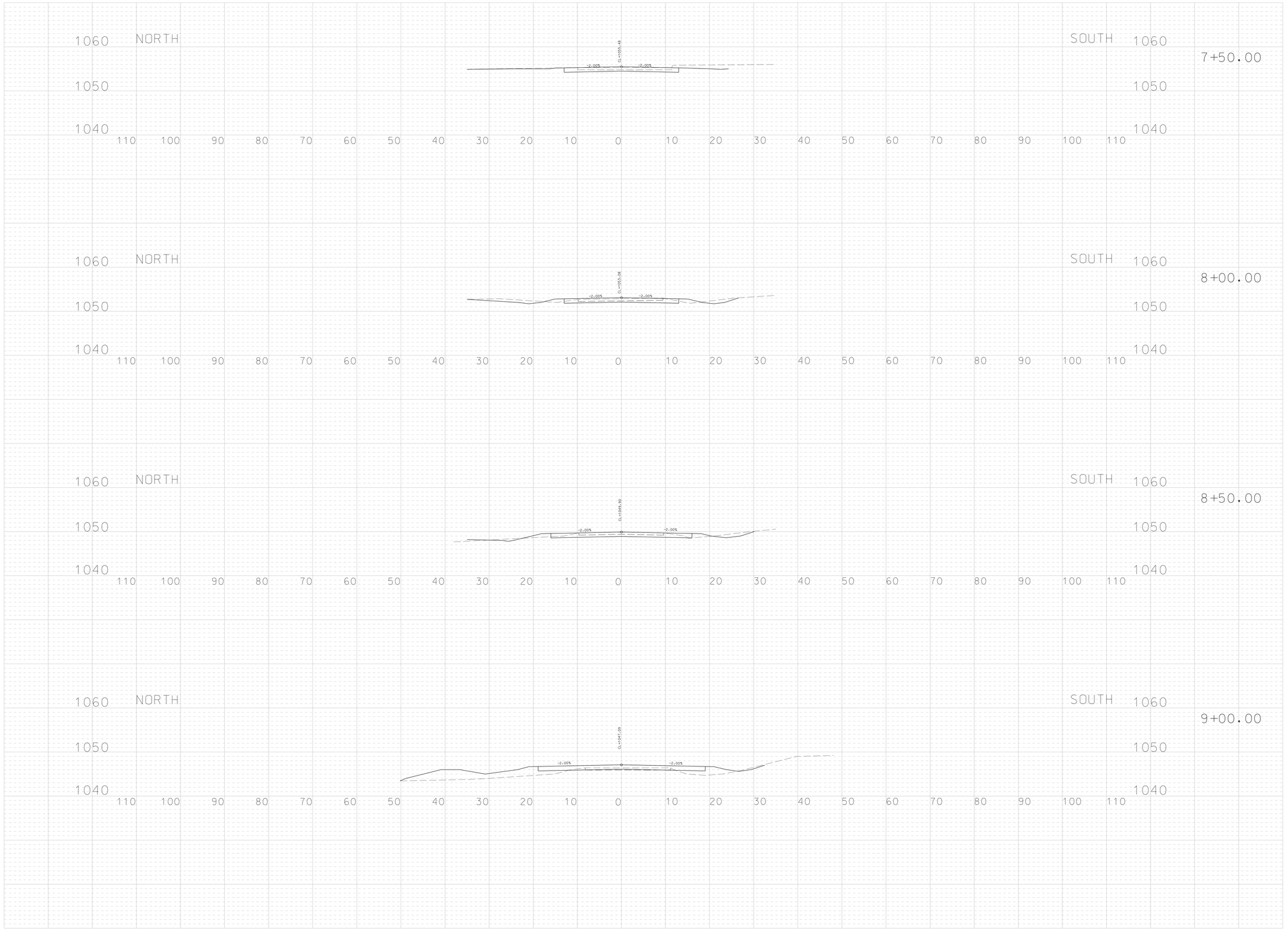
KNOXVILLE, TN 37922
865.414.0524

DATE: 12-16-2025

SHEET:

TC3

TRAFFIC CONTROL 3
NORTH GRADING AND PAVING



NO.	REVISIONS:	BY	DATE

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PROJECT:

E BEAVER CREEK DRIVE WIDENING AND INTERSECTION

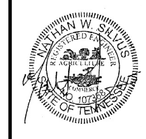
525 E BEAVER CREEK DR, KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:

CLEAR WATER PARTNERS, GP
PO BOX 23033
KNOXVILLE, TN 37933
865.966.1600

ENGINEER:

SEC
SILVUS ENGINEERING CONSULTING
NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

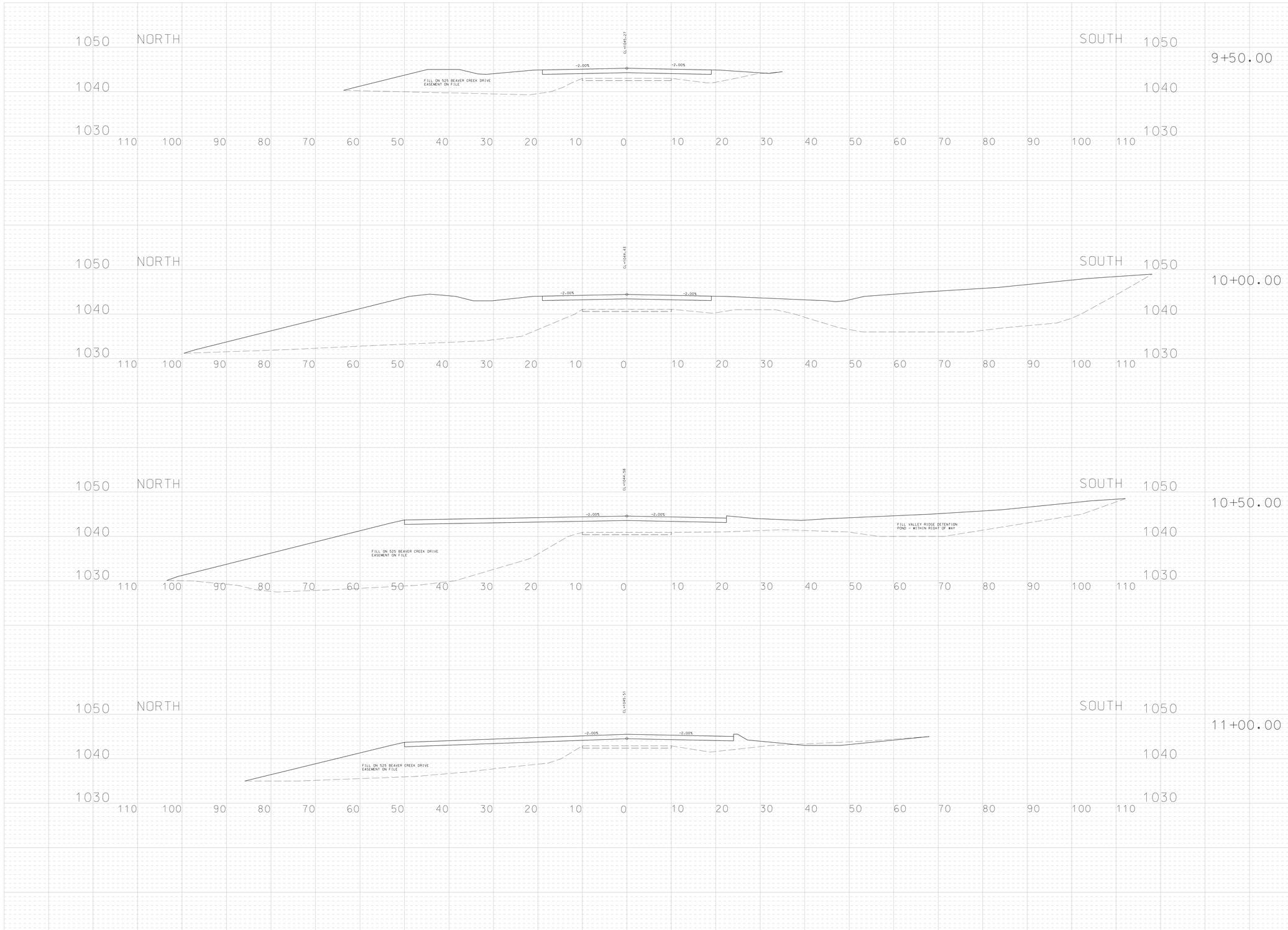


DATE: 12-16-2025

SHEET:

X1

E BEAVER CREEK DR CROSS-SECTIONS 1



NO. | REVISIONS: | BY | DATE

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PROJECT:

E BEAVER CREEK DRIVE WIDENING AND INTERSECTION

525 E BEAVER CREEK DR, KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:

CLEAR WATER PARTNERS, GP
PO BOX 23038
KNOXVILLE, TN 37933
865.966.1600

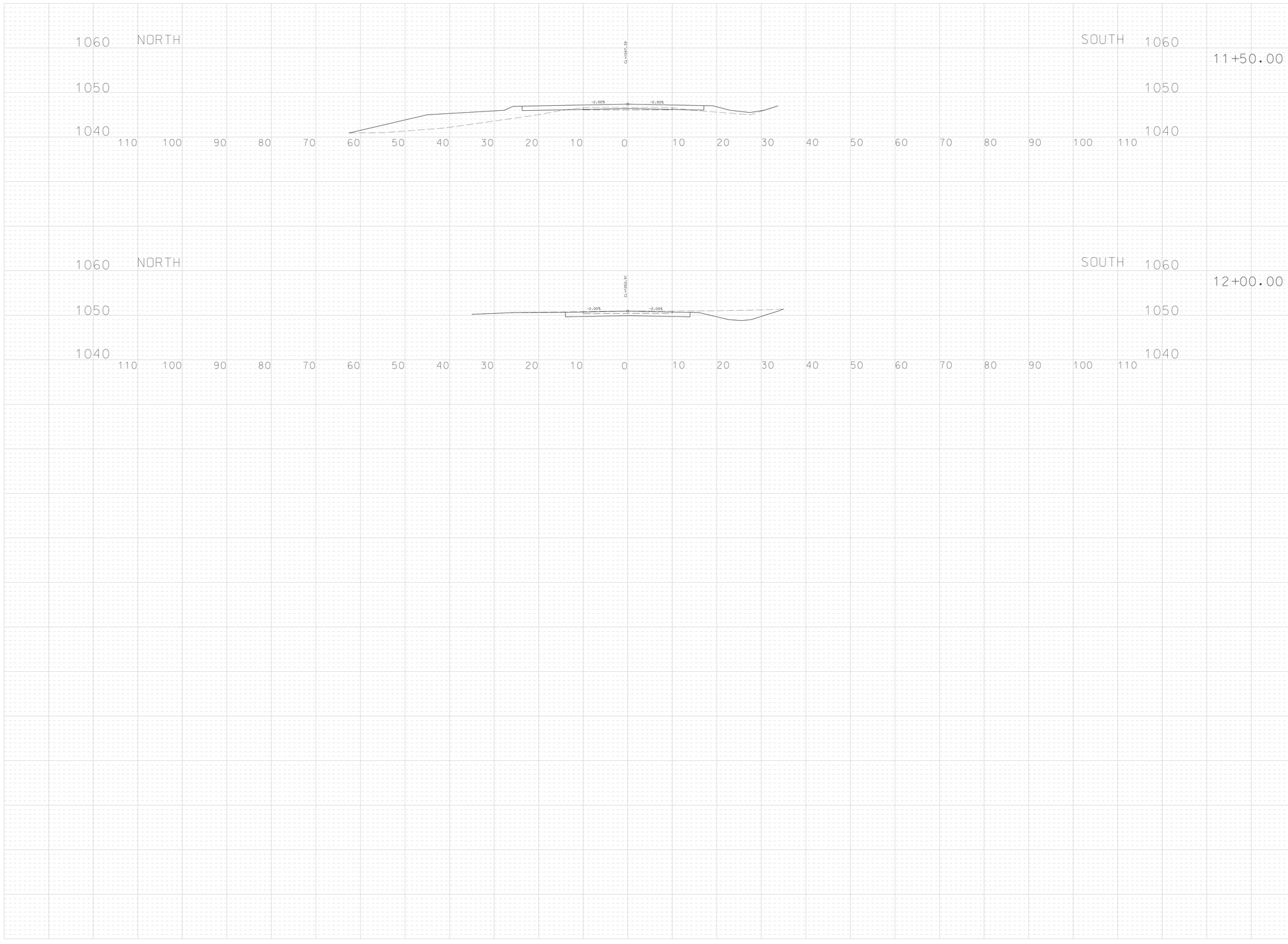
ENGINEER:

SEC
SILVUS ENGINEERING CONSULTING
NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

NATHAN W. SILVUS
REGISTERED ENGINEER
NO. 140183
STATE OF TENNESSEE

DATE:
12-16-2025

SHEET:
X2
E BEAVER CREEK DR CROSS-SECTIONS 2



NO. | REVISIONS: | BY | DATE

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PROJECT:

E BEAVER CREEK DRIVE WIDENING AND INTERSECTION

525 E BEAVER CREEK DR, KNOXVILLE, TN 37918
PARCEL ID: 057-11301 AREA: 40.53 AC

OWNER:

CLEAR WATER PARTNERS, GP
PO BOX 23038
KNOXVILLE, TN 37933
865.966.1600

ENGINEER:

SEC
SILVUS ENGINEERING CONSULTING
NATHAN SILVUS, P.E.
1815 NANTASKET ROAD
KNOXVILLE, TN 37922
865.414.0524

NATHAN W. SILVUS
REGISTERED PROFESSIONAL ENGINEER
AGRICULTURE
PE 107485
STATE OF TENNESSEE

DATE: 12-16-2025

SHEET:

X3

E BEAVER CREEK DR
CROSS-SECTIONS 3

RLA-18030 **R-26-1-406**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Ben Friend, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a supplement in the amount o $21,900.00 to the professional services contract with LDA Engineering for additional work to extend the scope of improvements on the Johnson Road widening and realignment project.
(Engineering and Public Works)

Attachments

Resolution

Supplement 1 - Johnson Rd

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RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A SUPPLEMENT IN THE AMOUNT OF $21,900.00 TO THE PROFESSIONAL SERVICES CONTRACT WITH LDA ENGINEERING FOR ADDITIONAL WORK TO EXTEND THE SCOPE OF IMPROVEMENTS ON THE JOHNSON ROAD WIDENING AND REALIGNMENT PROJECT.

RESOLUTION: **R-26-1-406**

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, by means of Resolution R-25-7-405, the Knox County Commission approved an engineering design contract with LDA Engineering in the amount of $95,000.00 for the Johnson Road Widening and Realignment Project (the "Contract"); and

WHEREAS, Knox County and LDA Engineering desire to enter into a supplement to the Contract in the amount of $21,900.00 for additional work to extend the scope of improvements on the Johnson Road Widening and Realignment Project, as further detailed in the attached Supplement; and

WHEREAS, the supplement increases the total budget for the project from $95,000.00 to $116,900.00.

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

The supplement to the engineering design contract with LDA Engineering for additional work to extend the scope of improvements on the Johnson Road Widening and Realignment 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 supplement to the engineering design contract with LDA Engineering for additional work to extend the scope of improvements on the Johnson Road Widening and Realignment Project 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 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

LDA ENGINEERING

December 8, 2025

Mr. Ben A. Friend, P.E.
Civil Engineering Manager
Knox County Engineering and Public Works
205 W Baxter Ave
Knoxville, TN 37917

Reference: Johnson Road Realignment and Widening
Scope and Fee Supplement Request No. 1

Dear Ben,

We appreciate the opportunity to work with Knox County on this project. Below is our supplement request to provide additional engineering services outside of the original scope of work.

PROJECT DESCRIPTION

LDA is currently under contract with Knox County, Tennessee (Contract No. 25-462) to provide surveying and engineering services related to the realignment and widening of Johnson Road. This scope and fee supplement is for additional effort related to several items as outlined below.

ADDITIONAL SCOPE OF SERVICES

Task 2 – Engineering & Design

A. Revise the design and R.O.W. Plans (Plans) to add embankment for future sidewalk on the north side of Johnson Road. The following sheets are affected by the revision.

- Typical Sections and Pavement Schedule
- General Notes and Estimated Quantities
- R.O.W. Acquisition Table and Property Map
- Present and Proposed Layout
- Profiles (for driveway connection only)
- Erosion Prevention and Sediment Control Plan
- Cross Sections

B. The revision also increases the quantity of fill in the no-fill zone, so the ditches will be enlarged and regraded to mitigate for flood zone restrictions.
C. Recalculate the construction quantities and revise the construction estimate to address the design changes.
D. Revise the two north side legal descriptions and exhibits for acquisition. Our original proposal did not include any legal descriptions in the scope of work (we assumed all work

would be withing existing right-of-way), so this item is for the creation of the four legal descriptions (already drafted) and revisions to two of those.

Task 3 – Permitting

A. Submit an Aquatic Resources Alteration Permit (ARAP) application and secure the permit from TDEC. Coordinate with TDEC as needed, including one on-site meeting. This is for the required channel modifications adjacent to the culvert replacement.

PROJECT FEES

LDA proposes to provide the services described above for a lump sum amount of $21,900. All services will be billed monthly, based on percent completion of the tasks. This supplement increases the total budget for the project from $95,000 to $116,900.

If all conditions of this proposal are acceptable, please sign below for authorization to proceed. Thank you again for this opportunity.

Respectfully,

Jason C. Elliott, P.E.
Principal / Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____ Date: _____

RLA-18005 **R-26-1-407**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Drew Thurman, SOLID WASTE
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant agreement in the amount of $180,000.00 with the United States Department of Transportation's (USDOT) Federal Highway Administration (FHWA) to receive a Safe Streets and Roads for All (SS4A) Grant for the SS4A Safe Routes to School Action Plan for Knox County. (A local match of $45,000 is required for a total project cost of $225,000)

(Engineering and Public Works)

Attachments

Resolution

Agreement-Contract

Terms and Conditions

Exhibits

Executive Summary

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT AGREEMENT IN THE AMOUNT OF $180,000.00 WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S (USDOT) FEDERAL HIGHWAY ADMINISTRATION (FHWA) TO RECEIVE A SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT FOR THE SS4A SAFE ROUTES TO SCHOOL ACTION PLAN FOR KNOX COUNTY. (A LOCAL MATCH OF $45,000.00 IS REQUIRED FOR A TOTAL PROJECT COST OF $225,000.00)

RESOLUTION: **R-26-1-407**

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, Knox County has been awarded a Grant Agreement from the United States Department of Transportation's (USDOT) Federal Highway Administration (FHWA) to receive a Safe Streets and Roads for All (SS4A) Grant for the SS4A Safe Routes to School Action Plan for Knox County; and

WHEREAS, the Safe Streets and Roads for All (SS4A) Grant is in the amount of $180,000.00 with a local match of $45,000.00 for a total project cost of $225,000.00; and

WHEREAS, the proposed Grant Agreement sets forth the terms and conditions for the receipt of the Safe Streets and Roads for All (SS4A) Grant.

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

The Grant Agreement with the United States Department of Transportation's (USDOT) Federal Highway Administration (FHWA) for the provision of a Safe Streets and Roads for All (SS4A) Grant for the SS4A Safe Routes to School Action Plan for Knox County 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 United States Department of Transportation's (USDOT) Federal Highway Administration (FHWA) for the provision of a Safe Streets and Roads for All (SS4A) Grant for the SS4A Safe Routes to School Action Plan for Knox County 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

1. Federal Award No.
693JJ32640259

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
Knox, County of
400 Main Street 615
Knoxville, TN 37902-2424

Unique Entity Id.: HLNTP7H1UCM7
TIN No.: 62-6007979

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 24 months

7. Total Amount

Federal Share:	$180,000
Recipient Share:	$45,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$225,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA250659PR

11. Federal Funds Obligated
$180,000

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0176E50.0000.055SR50500.5592000000.4
1010.61006600

14. Description of the Project

Knox County will develop a Safe Routes to School Action Plan to improve safety and reduce congestion in school zones by addressing barriers to walking and biking. The county will review prior studies, analyze crash data, engage stakeholders, and identify strategies for programming, infrastructure, and policy improvements. The plan will create a unified, equitable approach that supports multimodal access for students.

RECIPIENT

15. Signature of Person Authorized to Sign

_____

Signature Date

Name: Glenn Jacobs

Title: Knox County Mayor

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____

Signature Date

Name: Travis Wheeler

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the Knox County, Tennessee (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the SS4A Safe Routes to School Action Plan for Knox County.

The parties therefore agree to the following:

ARTICLE 6
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 7
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: SS4A Safe Routes to School Action Plan for Knox County

Application Date: 8/28/2024

2.2 Award Amount.

SS4A Grant Amount: $180,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning

ARTICLE 3

SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

Knox County faces school zone congestion and safety risks due to families driving students in Parental Responsibility Zones, largely because of gaps in walking and biking infrastructure. With SS4A funds, the County will create a Safe Routes to School Action Plan to identify, prioritize, and address safety and equitable investments, supporting safer, more accessible multimodal transportation for students and reducing reliance on car trips.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	12/01/2027
Planned SS4A Final Report Date:	01/01/2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$180,000
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$45,000
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$225,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Ben Friend
Transportation Engineering Director
Knox County
Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917
865-215-5830
ben.friend@knoxcounty.org

4.2 Recipient Key Personnel.

Name	Title or Position
Ben Friend	Transportation Engineering Director

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Cooperative Agreements and Non-State Awards
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Tennessee
Agreement Officer's Representative (AOR)
404 BNA Drive, Building 200, Suite 508
Nashville, TN 37217
(615) 781-5770
Tennessee.FHWA@dot.gov

and

Jeremy Jackson
Tennessee Division Office Lead Point of Contact
Grants & Local Public Agency Program Coordinator
404 BNA Drive, Bldg. 200, Ste. 508
Nashville, TN 37217
Office: (615) 781-5762
jeremy.jackson1@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Cooperative Agreements and Non-State awards

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the

applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the

ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.

6.5 The Recipient must coordinate its supplemental planning and/or demonstration activities with the jurisdiction that has an existing Action Plan in place that was used to apply for the supplemental planning and/or demonstration activities.

6.6 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Knox County School Parental Responsibility Zones, Tennessee
Baseline Measurement Date: Not Applicable
Baseline Report Date: Not Applicable

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: Not Applicable -no change

Schedule: In the time following grant application completion, Knox County experienced major staff turnovers both in engineering and planning changing the application proposed start and end date.

Budget: Not Applicable -no change

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
x	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Knox County will follow procurement policies requiring fair competition, labor standards compliance, and nondiscrimination. These requirements apply to any consultant or contractor under this planning award and support good-paying jobs and strong labor protections.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

Not Applicable - grant does not require the purchase of information technology or operational technology.

ATTACHMENT G

[RESERVED]

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM: FHWA PROJECTS

Date: June 13, 2024
Revised: October 1, 2024
Revised: March 17, 2025
Revised: November 4, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "IIJA") established the Safe Streets and Roads for All (the "SS4A") Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7
PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9
RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the

recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 0 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is "Single," then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is "Multiple," (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):

(1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3(a).

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12
GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Performance Progress Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

13.3 Final Performance Progress Reports and Financial Status. No later than 120 days after the end of the period of performance, the Recipient shall submit:

(1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and

(2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14
PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

(1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report.

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

(1) the costs of each eligible project and strategy carried out using the grant;

(2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—

- identified in the grant application; and
- measured by data to the maximum extent practicable;

(3) [RESERVED]

(4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16
AGREEMENT TERMINATION

16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 0 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 0.

16.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 0(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2024" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2024" in column c ("Additional Award Identification").

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18
CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"**Construction materials**" means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:
- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"**Domestic content procurement preference**" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"**Iron or steel products**" means articles, materials, or supplies that consist wholly or predominantly or iron or steel or a combination of both.

"**Manufactured products**" means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

"**Predominantly of iron or steel or a combination of both**" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

"Project" means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

"**Section 70917(c) materials"** cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract

for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards.

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization.

If the USDOT Office for Subaward Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures.

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21
AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22

[RESERVED]

ARTICLE 23

[RESERVED]

ARTICLE 24
LABOR AND WORKFORCE

24.1 Labor and Workforce. Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

ARTICLE 25
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

ARTICLE 26
CIVIL RIGHTS AND TITLE VI

26.1 Civil Rights and Title VI

(a) The purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21, including any amendments thereto.

(b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:

(1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration's implementation of Title VI; or

(2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.

(c) If the Recipient is "New," then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C., before entering this agreement.

(d) In this section 26.1:

(1) "**Title VI**" means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) **"Existing"** means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) "New" means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

ARTICLE 27
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity,* by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.

(d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R part 175: Award term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28
ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29
WAIVER

29.1 Waivers.

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30
ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

30.5 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

30.6 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31
MANDATORY AWARD INFORMATION

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 0;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

ARTICLE 32
CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

32.2 Exhibits. The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program", dated March 17, 2025, and available at https://www.transportation.gov/grants/ss4a/grant-agreements, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

32.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–0, then the provision in articles 1–0 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

32.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

32.5 Definitions. In this agreement, the following definitions apply:

"**Program Statute**" means the BIL section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

"**SS4A Grant**" means an award of funds that were made available under the SS4A NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33
AGREEMENT EXECUTION AND EFFECTIVE DATE

33.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

33.2 Effective Date. The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM

June 13, 2024
Revised: March 17, 2025
Revised: November 4, 2025

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
b. Hatch Act – 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
m. American Indian Religious Freedom Act, P.L. 95-341, as amended
n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

1101 -1104, 541, et seq.

dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ee. Freedom of Information Act – 5 U.S.C. 552, as amended
ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
nn. Wilderness Act – 16 U.S.C. 1131-1136
oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

a. Executive Order 11990 – Protection of Wetlands
b. Executive Order 11988 – Floodplain Management
c. Executive Order 12372 – Intergovernmental Review of Federal Programs
d. Executive Order 12549 – Debarment and Suspension
e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
f. Executive Order 14025 – Worker Organizing and Empowerment
g. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
h. Executive Order 14154, Unleashing American Energy
i. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
j. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
k. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Presidential Policy Directives and Memorandums

a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
d. Efficient Environmental Reviews - 23 U.S.C. 139
e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
b. National Highway System Design Standards – 23 C.F.R. Part 625
c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds 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 Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable

provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024) , the Regulations for the Administration of FY 2024 SS4A grant program**,** and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to

and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

    (1) Certify whether the entity has a Tax Delinquency; and

    (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

    (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

    (2) an entity provides an affirmative response to either certification in section 3; or

    (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

    then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

    (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

    (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

    (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

    (1) require the SAM check in section 2;

    (2) require the certifications in section 3;

    (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PERFORMANCE PROGRESS REPORTS:
FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

(a) Project Information. This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

(b) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable IIJA or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(c) Milestones. This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the "**Agreement**").

This instrument obligates **[$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

(1) the Agreement accurately describe the Project's activities;

(2) for each completion date listed in the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in the Agreement;

(3) comparing the Project's current budget with the amounts listed in the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and

(4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient's statements above.

By: _____

Date

Signature of Recipient's Authorized Representative

[insert name]

Name

[insert title]

Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

By:

Date

Signature of USDOT's Authorized Representative

[insert name]

Name

[insert title]

Title

Safe Streets and Roads for All (SS4A) Grant Agreement Summary for Approval

Nature of Request:
Approval for the Mayor to execute the Safe Streets for All (SS4A) Grant Agreement with the U.S. Department of Transportation/FHWA for development of a Safe Routes to School Action Plan. Execution of this agreement allows Knox County to access awarded federal planning funds and begin the scope of work.

Purpose/Need:
Knox County experiences recurring traffic congestion and safety concerns during student arrival/dismissal periods, particularly in areas where students live within Parental Responsibility Zones but lack safe walking and biking options. The Action Plan will evaluate barriers to active transportation, identify priority improvements, and establish a coordinated path toward implementation. This work is necessary before design or construction projects can be advanced or funded in the future.

History:
The U.S. DOT Safe Streets and Roads for All Program provides federal funding to help local governments reduce roadway injuries and fatalities. Knox County was awarded a planning grant for development of a Safe Routes to School Action Plan, which will analyze conditions around schools, engage students, families, and stakeholders, and produce a prioritized roadmap for safety improvements and implementation. The award is planning only, no construction.

Statement of Support:
Grant execution is required to receive funds. Total project cost is $225,000, consisting of $180,000 federal funding and $45,000 local match already budgeted. Approval will authorize the Mayor to sign the SS4A agreement so the County may proceed with planning, partner coordination, and consultant procurement.

RLA-18022 **R-26-1-408**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Zach Johnson, SOLID WASTE
Department:	SOLID WASTE
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving contracts with John's Mobile Repair and Welding, Inc., Cooper's Mobile Services, LLC, and Municipal Equipment, Inc. to provide Maintenance and Repairs of Solid Waste Equipment.

(Engineering and Public Works)

Attachments

Resolution

Contract - John's Mobile

Contract - Cooper's Mobile

Contract - Municipal Equipment

Executive Summary

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH JOHN'S MOBILE REPAIR AND WELDING, INC., COOPER'S MOBILE SERVICES, LLC, AND MUNICIPAL EQUIPMENT, INC. TO PROVIDE MAINTENANCE AND REPAIRS OF SOLID WASTE EQUIPMENT.

RESOLUTION: **R-26-1-408**

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 for the Maintenance and Repair of Solid Waste Equipment; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process for said purpose and it has been determined that John's Mobile Repair and Welding, Inc., Cooper's Mobile Services, LLC, and Municipal Equipment, Inc. 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 John's Mobile Repair and Welding, Inc., Cooper's Mobile Services, LLC, and Municipal Equipment, Inc. are effective for a one (1) year term beginning on February 1, 2026 and may be extended for four (4) additional one (1) year terms, which may result in a total of five (5) years; and

WHEREAS, John's Mobile Repair and Welding, Inc., Cooper's Mobile Services, LLC, and Municipal Equipment, Inc. 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 John's Mobile Repair and Welding, Inc., Cooper's Mobile Services, LLC, and Municipal Equipment, Inc. for the Maintenance and Repair of Solid Waste Equipment 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 John's Mobile Repair and Welding, Inc., Cooper's Mobile Services, LLC, and Municipal Equipment, Inc. for the Maintenance and Repair of Solid Waste Equipment 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

John's Mobile Repair and Welding, Inc.

This Contract, made and entered into this _____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and John's Mobile Repair and Welding, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Maintenance and Repair of Solid Waste Equipment, (Invitation for Bids #3695) 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 2026 and ends the 31st day of January 2027, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. 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 in County's Invitation for Bids #3695 for Maintenance and Repair of Solid Waste Equipment per the Contractor's written response (Attachment B) 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 a particular project as detailed in Invitation for Bids #3695. 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 Maintenance and Repair of Solid Waste Equipment 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) 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 Maintenance and Repair of Solid Waste Equipment 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 Maintenance and Repair of Solid Waste Equipment, 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, 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 Maintenance and Repair of Solid Waste Equipment for Knox County in accordance with Invitation for Bids #3695.

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 #3695
B. Contractor's Response to Invitation for Bids #3695

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

John's Mobile Repair and Welding, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3695

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Maintenance and Repair of Solid Waste Equipment** as specified herein. Bids must be received by **2:00 p.m. local time** on **December 11, 2025**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3695
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/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 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 bidders, when hand delivering bids, 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 technical difficulties experienced by vendors trying to register electronically less than one (1) hour prior to the bid opening 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 Disadvantaged Business 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.

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. Due to the nature of information requested, all bids must be submitted in hard copy format. Email and facsimile 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 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 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 **4:30 p.m. local time on November 24, 2025**. 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.

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 weather delays:

- 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 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 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's sub-contractors and their employees must submit to a criminal history records check, at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance, **Attachment B**.

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 bidding.

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 based on personal jurisdiction, venue and inconvenient forum.

2.10 **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.

2.11 **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 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.

2.15 **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 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.

2.17 **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 provisions 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.

2.19 **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 set-off, 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 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.

2.23 **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, 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 obtain a qualified firm(s) to provide Maintenance and Repairs of Solid Waste Equipment as desired by Knox County. 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 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 any Knox County department. 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.

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. Knox County reserves the right to add or delete locations. 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 **CERTIFICATIONS:** 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 **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.

3.11 **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.

3.12 **CONTRACTOR(S) RESPONSIBILITIES:** At their own expense, the Contractor(s) shall:

3.12.1 Provide qualified supervision.
3.12.2 Provide qualified workers.
3.12.3 Perform work without unnecessarily interfering with Knox County activities or other Contractors.
3.12.4 Be required to have available ample equipment and staff to perform the services listed herein. If the Contractor fails to adhere to this condition, Knox County may consider this as non-performance and may terminate Contract as referenced in Section 2.23.
3.12.5 Be responsible for all damages caused by Contractor's negligence.
3.12.6 Contractor must follow and adhere to OSHA regulations requiring Hot Work Permits where applicable.
3.12.7 Confirm that Contractor's processes meet all Federal, State and Local Laws, Regulations and Ordinances.
3.12.8 Set up multiple accounts with separate invoices for different departments where applicable.
3.12.9 Be able to repair containers Monday through Saturday in a prompt and timely fashion.

3.13 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). 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 **DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918. The Affidavit, **Attachment C**, must be returned with the bid.

3.16 **EQUIPMENT/ASSETS/PERSONNEL:** Bidders will be required to list all the equipment, assets and personnel they utilize in providing maintenance and repair of solid waste equipment. The list shall include, but not be limited to, a description of vehicles (e.g.: pickup trucks, box trucks, flatbed trucks, and trucks with lifting arm/crane), trailers, welders and torchers, including age and condition. Certifications for personnel shall be included in the bid package.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	70 Points
Capabilities	30 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 subcontract or to any solicitation or proposal therefore.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Checklist attached hereto, **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, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured. It shall be the successful vendor's responsibility to keep a current COI 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 PROCEDURES:** 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.

3.23.1 Each invoice must show the amount due to the Contractor by Knox County.
3.23.2 Detailed list of charges for services by location reflecting accurate pricing as per contract.
3.23.3 Invoices are to be original and uniquely pre-numbered.
3.23.4 Submit original invoice and one (1) exact copy.
3.23.5 Invoices that do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may be required 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.

3.24 **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.

3.25 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.26 **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.

3.27 **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.

3.28 **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.

3.29 **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.

3.30 **OPEN 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.

3.31 **PICKUP OF MATERIALS:** Knox County may pick up materials instead of having materials delivered.

3.32 **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.

3.33 **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 Knox County Solid Waste, 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.

3.34 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.35 **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.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business days 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 days, not a range of days. For example, an unacceptable answer is "1 - 3 business days." Vendors must be specific and state either "1 business day" or "3 business days." If Vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

3.37 **SAFETY EFFORTS:** The Contractor(s) must exercise caution at all times for the protection of persons and property while performing the services required in this bid. 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. All work performed under this Contract shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and any other regulatory agency, including any revisions thereto. 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 **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.

3.39 **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.

3.40 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **November 24, 2025**. Submit questions as noted in Section 1.1.

Please note: Do not return pages one (1) through ten (10) with your submittal.
You must complete and return pages eleven (11) through sixteen (16).

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

4.1 Vendor: _____

4.2 Vendor number as assigned by Knox County: _____

4.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

4.4 Contact Person: _____

4.5 Telephone Number: _____

4.6 Vendor's email address: _____

4.7 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)

4.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

4.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

4.10 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:

_____

_____

4.11 Total Number of Employees: _____

4.12 Equipment/Asset Listing and Capabilities as detailed in Section 3.16 (attach additional pages if necessary:

_____

_____

_____

_____

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT – CONTINUED

VENDOR NAME: _____

4.13	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
4.14	**Will you accept Credit Cards as payment as detailed in Section 1.16?**	**YES**	**NO**
4.15	**Did you include your fully executed Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
4.16	**Did you include your certifications as detailed in Section 3.8?**	**YES**	**NO**
4.17	**Did you include your fully executed Drug-Free Workplace Affidavit as detailed in Section 3.15?**	**YES**	**NO**
4.18	**Did you complete and include the Insurance Checklist as detailed in Section 3.21?**	**YES**	**NO**
4.19	**State your guaranteed business days for repairs after receipt of a signed Purchase Order as detailed in Section 3.36.**	**_____ Business Days**	
4.20	**Did you complete and include the pricing and capabilities in Section V?**	**YES**	**NO**

SECTION V PRICING AND CAPABILITIES FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

VENDOR NAME: _____

Bidders **must** complete and submit this section with their bid. Failure to do so will result in your bid being non-responsive.

5.1 PRICING

	Service Required	Price	Number of Personnel available to perform work in the field
5.1.1	Preventative maintenance inspection (labor per hour)		
5.1.2	Cleaning, preparation, painting (labor per hour)		
5.1.3	Cutting and welding (labor per hour)		
5.1.4	Minor modifications (labor per hour)		
5.1.5	Replacement or repair of non-electrical/hydraulic equipment (labor per hour)		
5.1.6	Replacement or repair of electrical equipment (labor per hour)		
5.1.7	Replacement or repair of hydraulic equipment (labor per hour)		
5.1.8	Non-skilled labor (labor per hour)		
5.1.9	Skilled labor (labor per hour)		
5.1.10	Material and supplies markup (%)		

5.2 CAPABILITIES

Capability to perform routine Solid Waste equipment maintenance, repair and modifications (non-engine)					
	Equipment	Ability to Provide Service		Ability to Provide Service in the Field/Mobile	
5.2.1	Compactors	YES	NO	YES	NO
5.2.2	Roll-Off Trucks	YES	NO	YES	NO
5.2.3	Dump Trucks	YES	NO	YES	NO
5.2.4	Forklift	YES	NO	YES	NO
5.2.5	Bobcat	YES	NO	YES	NO
5.2.6	Flatbed Trailers	YES	NO	YES	NO
5.2.7	Hydraulic Equipment	YES	NO	YES	NO
5.2.8	Electrical modifications and wiring of equipment (no connection to electrical service)	YES	NO	YES	NO
5.2.9	Roll-Off Containers	YES	NO	YES	NO
5.2.10	Front-Load Boxes	YES	NO	YES	NO
5.2.11	Equipment Attachments (e.g. bobcat buckets and fork lift forks)	YES	NO	YES	NO
5.2.12	Balers	YES	NO	YES	NO
5.2.13	Fabrication of new equipment (cutting and welding)	YES	NO	YES	NO
5.2.14	Other (please list)	YES	NO	YES	NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHEMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3695

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. 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 BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that
Name of Company
If awarded the Contract, Company agrees to comply with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, at least to the extent required of governmental entities. I further swear or affirm that the company will be in compliance with Tennessee Code Annotated, § 49-5-413 before providing services under such Contract.

_____
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 C
INVITATION FOR BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by 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 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 _____ 2_____.

_____
Notary Public

My Commission expires: _____

Attachment B

Contractor's Response
to
Invitation for Bids #3695

ORIGINAL

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

4.1 **Vendor:** JOHNS MOBILE REPAIR AND WELDING

4.2 **Vendor number as assigned by Knox County:** 76818

4.3 **Street Address:** 5900 CEMENT PLANT RD.

City: KNOXVILLE **State:** TN **Zip:** 37924

4.4 **Contact Person:** JOHN COMERFORD

4.5 **Telephone Number:** 865-209-4494

4.6 **Vendor's email address:** JOHNSMOBILEREPAIR@OUTLOOK.COM

4.7 **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: John Comerford
(Sign in BLUE ink)

4.8 **Vendor's Knox County Business License Number:** 0432947
(If Applicable) *Attach A Copy Of The License.*

4.9 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

4.10 **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:

_____

_____

4.11 **Total Number of Employees:** 6

4.12 **Equipment/Asset Listing and Capabilities as detailed in Section 3.16 (attach additional pages if necessary:**

24FT KENWORTH ROLLBACK 20 TON WINCH, 30FT STERLING 9500 ROLLBACK 30 TON WINCH, F350 WITH 8300LB CRANE EQUIPED WITH WELDER, TORCHES & AIR, F350 WELDING TRUCK W/TORCHES & AIR DODGE RAM CARGO SERVICE VAN W/WELDER TORCHES, CHEVY PICKUP SERVICE TRUCK W/WELDER & TORCHES DAEWOO 6000LB FORKLIFT, NISSAN 10,000LB FORKLIFT, 4 FLATBED TRAILERS, 4 SHOP WELDERS, 2 PRESS. WASHERS

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT – CONTINUED

VENDOR NAME: James Mobile Repair and Welding

4.13	Did you include the correct number of exact copies as detailed in Section 1.9?	YES NO
4.14	Will you accept Credit Cards as payment as detailed in Section 1.16?	YES NO
4.15	Did you include your fully executed Criminal History Affidavit as detailed in Section 2.7?	YES NO
4.16	Did you include your certifications as detailed in Section 3.8?	YES NO
4.17	Did you include your fully executed Drug-Free Workplace Affidavit as detailed in Section 3.15?	YES NO
4.18	Did you complete and include the Insurance Checklist as detailed in Section 3.21?	YES NO
4.19	State your guaranteed business days for repairs after receipt of a signed Purchase Order as detailed in Section 3.36.	4 Business Days
4.20	Did you complete and include the pricing and capabilities in Section V?	YES NO

SECTION V PRICING AND CAPABILITIES FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

VENDOR NAME: JOHNS MOBILE REPAIR AND WELDING

Bidders **must** complete and submit this section with their bid. Failure to do so will result in your bid being non-responsive.

5.1 PRICING

	Service Required	Price	Number of Personnel available to perform work in the field
5.1.1	Preventative maintenance inspection (labor per hour)	75.00	6
5.1.2	Cleaning, preparation, painting (labor per hour)	75.00	6
5.1.3	Cutting and welding (labor per hour)	85.00	6
5.1.4	Minor modifications (labor per hour)	75.00	6
5.1.5	Replacement or repair of non-electrical/hydraulic equipment (labor per hour)	75.00	6
5.1.6	Replacement or repair of electrical equipment (labor per hour)	75.00	6
5.1.7	Replacement or repair of hydraulic equipment (labor per hour)	75.00	6
5.1.8	Non-skilled labor (labor per hour)	18.00	2
5.1.9	Skilled labor (labor per hour)	37.50	6
5.1.10	Material and supplies markup (%)	0	

5.2 CAPABILITIES

Capability to perform routine Solid Waste equipment maintenance, repair and modifications (non-engine)					
	Equipment	Ability to Provide Service		Ability to Provide Service in the Field/Mobile	
5.2.1	Compactors	YES	NO	YES	NO
5.2.2	Roll-Off Trucks	YES	NO	YES	NO
5.2.3	Dump Trucks	YES	NO	YES	NO
5.2.4	Forklift	YES	NO	YES	NO
5.2.5	Bobcat	YES	NO	YES	NO
5.2.6	Flatbed Trailers	YES	NO	YES	NO
5.2.7	Hydraulic Equipment	YES	NO	YES	NO
5.2.8	Electrical modifications and wiring of equipment (no connection to electrical service)	YES	NO	YES	NO
5.2.9	Roll-Off Containers	YES	NO	YES	NO
5.2.10	Front-Load Boxes	YES	NO	YES	NO
5.2.11	Equipment Attachments (e.g. bobcat buckets and fork lift forks)	YES	NO	YES	NO
5.2.12	Balers	YES	NO	YES	NO
5.2.13	Fabrication of new equipment (cutting and welding)	YES	NO	YES	NO
5.2.14	Other (please list)	YES	NO	YES	NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

Erie Insurance

CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY): 12/02/2025

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY
THE GOODFRIEND AGENCY
528 W EMORY RD
POWELL, TN 37849-4323

(865)338-5558

AGENT'S NO.: HH2695

COMPANY(IES) AFFORDING COVERAGE
Co.: C ERIE INSURANCE COMPANY
Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY
Co.: E ERIE INSURANCE EXCHANGE Erie Indemnity Co., Attorney-In-Fact (Not Applicable in NY)
Co.: F ERIE INSURANCE COMPANY OF NEW YORK
Co.: G FLAGSHIP CITY INSURANCE COMPANY

NAME AND ADDRESS OF NAMED INSURED
JOHN'S MOBILE REPAIR & WELDING
5900 CEMENT PLANT RD.
KNOXVILLE, TN 37924

This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO LTR	Add'l Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	☐	**GENERAL LIABILITY**				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any One Fire)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any One Person)	$
		☐ _____				PERSONAL & ADV. INJURY	$
		☐ _____				GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$
		☐ POLICY ☐ PROJECT ☐ LOC					
E	☒	**AUTOMOBILE LIABILITY**	Q09 2140066	10/15/25	10/15/26	BODILY INJURY (EACH PERSON)	$
		☐ "ANY AUTO" (OWNED, HIRED, NON-OWNED)				BODILY INJURY (EACH ACCIDENT)	$
		☒ OWNED				PROPERTY DAMAGE	$
		☐ HIRED				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000,000
		☐ NON-OWNED					
		☐ GARAGE					
	☐	**EXCESS LIABILITY**				EACH OCCURRENCE	$
		☐ OCCURRENCE				AGGREGATE	$
							$
		☐ RETENTION $					$
E		**WORKERS COMPENSATION & EMPLOYERS LIABILITY**	Q93 2100817	10/15/25	10/15/26	STATUTORY	
						BODILY INJURY BY ACCIDENT	$ 100,000 EACH ACCIDENT
						BODILY INJURY BY DISEASE	$ 500,000 POLICY LIMIT
						BODILY INJURY BY DISEASE	$ 100,000 EACH EMPLOYEE
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

BID NUMBER 3695: MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

NAME AND ADDRESS OF CERTIFICATE HOLDER
KNOX COUNTY PROCUREMENT DIVISION
1000 NORTH CENTRAL ST
SUITE 100
KNOXVILLE, TN 37917

AUTHORIZED REPRESENTATIVE
Jonah Goodfriend

JOHNMOB-01 MMARABLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2025

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 INSURICA Express 2420 Springer Dr, Suite 105 Norman, OK 73069	CONTACT NAME: PHONE (A/C, No, Ext): (405) 310-1583 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: service@INSURICAexpress.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hallmark Specialty Insurance Company — 26808
INSURED John's Mobile Repair and Welding, Inc. 6900 CEMENT PLANT RD. KNOXVILLE , TN 37924	INSURER B : Nautilus Insurance Company — 17370
	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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		G41400181-0	10/15/2025	10/15/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			AN095867	11/02/2025	11/02/2026	AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as additional insured as required by written contract.

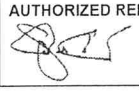
CERTIFICATE HOLDER

Knox County Procurement Division
1000 North 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



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ATTACHEMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3695

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. 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: The Goodfriend Agency AUTHORIZING SIGNATURE: Jonah Goodfriend

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS

BIDDER NAME: JOHNS MOBILE Recycled Products AUTHORIZING SIGNATURE: John Cornwell

SHERRY WITT
KNOX COUNTY CLERK

P O BOX 1566

KNOXVILLE, TN 37901

LICENSE
0432947

STANDARD BUSINESS TAX LICENSE

Mailing	Location
149348 JOHNS MOBILE REPAIR WELDING SERVICE	JOHNS MOBILE REPAIR WELDING SERVICE
1755 HIGHWAY 92 RUTLEDGE, TN 37861	5900 CEMENT PLANT ROAD KNOXVILLE, TN 37924

JOHN R COMEFORD

LOCAL ACCOUNT NUMBER **149348**

STATE ACCOUNT NUMBER **1001908519**

TRANSACTION NUMBER

CLASS **03**

SALES TAX NUMBER

ISSUE DATE **12/10/25**

TAX PERIOD **STARTED - 12/10/2025**

PAYMENT DUE BY **4/15/2026**

EXPIRATION DATE **5/15/2026**

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.

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
0432947

STANDARD BUSINESS TAX LICENSE

Total Due: 15.00
Cash: 15.00 Check: Check No.: Change:
JAYW WK182 Drawer: 182 Site: 1
Work Date: 12/10/2025

ATTACHMENT C
INVITATION FOR BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, John R. Comerford, president or other principal

Officer of Johns Mobile Repair and Welding 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.

John R Comerford
President or Principal Officer

For: Johns Mobile Repair and Welding Inc
Name of Company

STATE OF TENNESSEE}
COUNTY OF Knox }

Subscribed and sworn before me by John R. Comerford,

President or principal officer of Johns Mobile Repair Welding Inc,

On this 10th day of December 2025.

Patricia L. Russo
Notary Public

My Commission expires: Patricia L. Russo
3/19/2029

PATRICIA L RUSSO
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX
My Comm. Expires 3/19/2029

ATTACHMENT B
INVITATION FOR BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, JOHN R. COMERFORD, President or other Principal

Officer of JOHNS MOBILE REPAIR AND WELDING INC, swear or affirm that
Name of Company

If awarded the Contract, Company agrees to comply with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, at least to the extent required of governmental entities. I further swear or affirm that the company will be in compliance with Tennessee Code Annotated, § 49-5-413 before providing services under such Contract.

John R Comerford
President or Principal Officer

For: JOHNS MOBILE REPAIR AND WELDING INC
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by John R. Comerford,

President or Principal Officer of Johns mobile Repair & Welding Inc.

On this 10th day of December 2025.

Patricia L. Russo
Notary Public

My Commission expires: 3/19/2029

PATRICIA L RUSSO
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX
My Comm. Expires 3/19/2029

Knox County Government

and

Cooper's Mobile Services, LLC.

This Contract, made and entered into this _____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and Cooper's Mobile Services, LLC, hereinafter referred to as "Contractor".

Whereas, County requested bids for Maintenance and Repair of Solid Waste Equipment, (Invitation for Bids #3695) 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 2026 and ends the 31st day of January 2027, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. 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 in County's Invitation for Bids #3695 for Maintenance and Repair of Solid Waste Equipment per the Contractor's written response (Attachment B) 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 a particular project as detailed in Invitation for Bids #3695. 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 Maintenance and Repair of Solid Waste Equipment 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) 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 Maintenance and Repair of Solid Waste Equipment 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 Maintenance and Repair of Solid Waste Equipment, 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, 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 Maintenance and Repair of Solid Waste Equipment for Knox County in accordance with Invitation for Bids #3695.

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 #3695
B. Contractor's Response to Invitation for Bids #3695

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

Cooper's Mobile Services, LLC

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3695

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Maintenance and Repair of Solid Waste Equipment** as specified herein. Bids must be received by **2:00 p.m. local time** on **December 11, 2025**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3695
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/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 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 bidders, when hand delivering bids, 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 technical difficulties experienced by vendors trying to register electronically less than one (1) hour prior to the bid opening 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 Disadvantaged Business 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.

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. Due to the nature of information requested, all bids must be submitted in hard copy format. Email and facsimile 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 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 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 **4:30 p.m. local time on November 24, 2025**. 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.

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 weather delays:

- 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 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 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's sub-contractors and their employees must submit to a criminal history records check, at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance, **Attachment B**.

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 bidding.

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 based on personal jurisdiction, venue and inconvenient forum.

2.10 **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.

2.11 **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 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.

2.15 **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 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.

2.17 **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 provisions 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.

2.19 **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 set-off, 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 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.

2.23 **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, 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 obtain a qualified firm(s) to provide Maintenance and Repairs of Solid Waste Equipment as desired by Knox County. 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 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 any Knox County department. 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.

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. Knox County reserves the right to add or delete locations. 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 **CERTIFICATIONS:** 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 **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.

3.11 **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.

3.12 **CONTRACTOR(S) RESPONSIBILITIES:** At their own expense, the Contractor(s) shall:

3.12.1 Provide qualified supervision.
3.12.2 Provide qualified workers.
3.12.3 Perform work without unnecessarily interfering with Knox County activities or other Contractors.
3.12.4 Be required to have available ample equipment and staff to perform the services listed herein. If the Contractor fails to adhere to this condition, Knox County may consider this as non-performance and may terminate Contract as referenced in Section 2.23.
3.12.5 Be responsible for all damages caused by Contractor's negligence.
3.12.6 Contractor must follow and adhere to OSHA regulations requiring Hot Work Permits where applicable.
3.12.7 Confirm that Contractor's processes meet all Federal, State and Local Laws, Regulations and Ordinances.
3.12.8 Set up multiple accounts with separate invoices for different departments where applicable.
3.12.9 Be able to repair containers Monday through Saturday in a prompt and timely fashion.

3.13 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). 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 **DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918. The Affidavit, **Attachment C**, must be returned with the bid.

3.16 **EQUIPMENT/ASSETS/PERSONNEL:** Bidders will be required to list all the equipment, assets and personnel they utilize in providing maintenance and repair of solid waste equipment. The list shall include, but not be limited to, a description of vehicles (e.g.: pickup trucks, box trucks, flatbed trucks, and trucks with lifting arm/crane), trailers, welders and torchers, including age and condition. Certifications for personnel shall be included in the bid package.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	70 Points
Capabilities	30 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 subcontract or to any solicitation or proposal therefore.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Checklist attached hereto, **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, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured. It shall be the successful vendor's responsibility to keep a current COI 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 PROCEDURES:** 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.

3.23.1 Each invoice must show the amount due to the Contractor by Knox County.
3.23.2 Detailed list of charges for services by location reflecting accurate pricing as per contract.
3.23.3 Invoices are to be original and uniquely pre-numbered.
3.23.4 Submit original invoice and one (1) exact copy.
3.23.5 Invoices that do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may be required 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.

3.24 **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.

3.25 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.26 **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.

3.27 **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.

3.28 **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.

3.29 **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.

3.30 **OPEN 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.

3.31 **PICKUP OF MATERIALS:** Knox County may pick up materials instead of having materials delivered.

3.32 **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.

3.33 **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 Knox County Solid Waste, 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.

3.34 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.35 **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.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business days 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 days, not a range of days. For example, an unacceptable answer is "1 - 3 business days." Vendors must be specific and state either "1 business day" or "3 business days." If Vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

3.37 **SAFETY EFFORTS:** The Contractor(s) must exercise caution at all times for the protection of persons and property while performing the services required in this bid. 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. All work performed under this Contract shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and any other regulatory agency, including any revisions thereto. 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 **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.

3.39 **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.

3.40 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **November 24, 2025**. Submit questions as noted in Section 1.1.

Please note: Do not return pages one (1) through ten (10) with your submittal.
You must complete and return pages eleven (11) through sixteen (16).

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

4.1 Vendor: _____

4.2 Vendor number as assigned by Knox County: _____

4.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

4.4 Contact Person: _____

4.5 Telephone Number: _____

4.6 Vendor's email address: _____

4.7 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)

4.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

4.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

4.10 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:

_____

_____

4.11 Total Number of Employees: _____

4.12 Equipment/Asset Listing and Capabilities as detailed in Section 3.16 (attach additional pages if necessary:

_____

_____

_____

_____

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT – CONTINUED

VENDOR NAME: _____

4.13	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
4.14	**Will you accept Credit Cards as payment as detailed in Section 1.16?**	**YES**	**NO**
4.15	**Did you include your fully executed Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
4.16	**Did you include your certifications as detailed in Section 3.8?**	**YES**	**NO**
4.17	**Did you include your fully executed Drug-Free Workplace Affidavit as detailed in Section 3.15?**	**YES**	**NO**
4.18	**Did you complete and include the Insurance Checklist as detailed in Section 3.21?**	**YES**	**NO**
4.19	**State your guaranteed business days for repairs after receipt of a signed Purchase Order as detailed in Section 3.36.**	**_____ Business Days**	
4.20	**Did you complete and include the pricing and capabilities in Section V?**	**YES**	**NO**

SECTION V PRICING AND CAPABILITIES FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

VENDOR NAME: _____

Bidders **must** complete and submit this section with their bid. Failure to do so will result in your bid being non-responsive.

5.1 PRICING

	Service Required	Price	Number of Personnel available to perform work in the field
5.1.1	Preventative maintenance inspection (labor per hour)		
5.1.2	Cleaning, preparation, painting (labor per hour)		
5.1.3	Cutting and welding (labor per hour)		
5.1.4	Minor modifications (labor per hour)		
5.1.5	Replacement or repair of non-electrical/hydraulic equipment (labor per hour)		
5.1.6	Replacement or repair of electrical equipment (labor per hour)		
5.1.7	Replacement or repair of hydraulic equipment (labor per hour)		
5.1.8	Non-skilled labor (labor per hour)		
5.1.9	Skilled labor (labor per hour)		
5.1.10	Material and supplies markup (%)		

5.2 CAPABILITIES

Capability to perform routine Solid Waste equipment maintenance, repair and modifications (non-engine)					
	Equipment	Ability to Provide Service		Ability to Provide Service in the Field/Mobile	
5.2.1	Compactors	YES	NO	YES	NO
5.2.2	Roll-Off Trucks	YES	NO	YES	NO
5.2.3	Dump Trucks	YES	NO	YES	NO
5.2.4	Forklift	YES	NO	YES	NO
5.2.5	Bobcat	YES	NO	YES	NO
5.2.6	Flatbed Trailers	YES	NO	YES	NO
5.2.7	Hydraulic Equipment	YES	NO	YES	NO
5.2.8	Electrical modifications and wiring of equipment (no connection to electrical service)	YES	NO	YES	NO
5.2.9	Roll-Off Containers	YES	NO	YES	NO
5.2.10	Front-Load Boxes	YES	NO	YES	NO
5.2.11	Equipment Attachments (e.g. bobcat buckets and fork lift forks)	YES	NO	YES	NO
5.2.12	Balers	YES	NO	YES	NO
5.2.13	Fabrication of new equipment (cutting and welding)	YES	NO	YES	NO
5.2.14	Other (please list)	YES	NO	YES	NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHEMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3695

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. 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 BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that
Name of Company
If awarded the Contract, Company agrees to comply with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, at least to the extent required of governmental entities. I further swear or affirm that the company will be in compliance with Tennessee Code Annotated, § 49-5-413 before providing services under such Contract.

_____
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 C
INVITATION FOR BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by 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 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 _____ 2_____.

_____
Notary Public

My Commission expires: _____

Attachment B

Contractor's Response
to
Invitation for Bids #3695

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

4.1 **Vendor:** Cooper's Mobile Services L.L.C

4.2 **Vendor number as assigned by Knox County:** _____

4.3 **Street Address:** 7975 Texas Valley R

City: Knox **State:** TN **Zip:** 37938

4.4 **Contact Person:** Brian Cooper

4.5 **Telephone Number:** 865-705-1472

4.6 **Vendor's email address:** Coopers mobileservices@gmail.com

4.7 **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: Brian Cooper
(Sign in BLUE ink)

4.8 **Vendor's ~~Knox~~ County Business License Number:** 0009363
(If Applicable) ***Attach A Copy Of The License.***

4.9 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

4.10 **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:

_____

_____

4.11 **Total Number of Employees:** 1

4.12 **Equipment/Asset Listing and Capabilities as detailed in Section 3.16 (attach additional pages if necessary:**

Dodge Utility Service Truck, Welder/Torch, Hand Tools, Hydraulic Hose Crimper, Fittings, 3/4 Hose (1/4, 1/2, 3/4 Sizes), Oil Dry, Hydraulic Oil, Anchor Bolts, Welding Supplies

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT – CONTINUED

VENDOR NAME: Brian Cooper / Cooper's Mobile Services LLC

4.13	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**(YES)**	**NO**
4.14	**Will you accept Credit Cards as payment as detailed in Section 1.16?**	**(YES)**	**NO**
4.15	**Did you include your fully executed Criminal History Affidavit as detailed in Section 2.7?**	**(YES)**	**NO**
4.16	**Did you include your certifications as detailed in Section 3.8?**	**YES**	**NO**
4.17	**Did you include your fully executed Drug-Free Workplace Affidavit as detailed in Section 3.15?**	**YES**	**(NO)**
4.18	**Did you complete and include the Insurance Checklist as detailed in Section 3.21?**	**(YES)**	**NO**
4.19	**State your guaranteed business days for repairs after receipt of a signed Purchase Order as detailed in Section 3.36.**	**3**	**Business Days**
4.20	**Did you complete and include the pricing and capabilities in Section V?**	**(YES)**	**NO**

SECTION V PRICING AND CAPABILITIES FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

VENDOR NAME: Coopers Mobile Services LLC

Bidders **must** complete and submit this section with their bid. Failure to do so will result in your bid being non-responsive.

5.1 PRICING

	Service Required	Price	Number of Personnel available to perform work in the field
5.1.1	Preventative maintenance inspection (labor per hour)	$125.00	1
5.1.2	Cleaning, preparation, painting (labor per hour)	$125.00	1
5.1.3	Cutting and welding (labor per hour)	$125.00	1
5.1.4	Minor modifications (labor per hour)	$125.00	1
5.1.5	Replacement or repair of non-electrical/hydraulic equipment (labor per hour)	$125.00	1
5.1.6	Replacement or repair of electrical equipment (labor per hour)	$125.00	1
5.1.7	Replacement or repair of hydraulic equipment (labor per hour)	$125.00	1
5.1.8	Non-skilled labor (labor per hour)	$125.00	1
5.1.9	Skilled labor (labor per hour)	$125.00	1
5.1.10	Material and supplies markup (%)	20%	

5.2 CAPABILITIES

Capability to perform routine Solid Waste equipment maintenance, repair and modifications (non-engine)					
	Equipment	Ability to Provide Service		Ability to Provide Service in the Field/Mobile	
5.2.1	Compactors	(YES)	NO	(YES)	NO
5.2.2	Roll-Off Trucks	YES	(NO)	YES	(NO)
5.2.3	Dump Trucks	YES	(NO)	YES	(NO)
5.2.4	Forklift	YES	(NO)	YES	(NO)
5.2.5	Bobcat	YES	(NO)	YES	(NO)
5.2.6	Flatbed Trailers	YES	(NO)	YES	(NO)
5.2.7	Hydraulic Equipment	YES	(NO)	YES	(NO)
5.2.8	Electrical modifications and wiring of equipment (no connection to electrical service)	(YES)	NO	(YES)	NO
5.2.9	Roll-Off Containers	(YES)	NO	(YES)	NO
5.2.10	Front-Load Boxes	(YES)	NO	(YES)	NO
5.2.11	Equipment Attachments (e.g. bobcat buckets and fork lift forks)	YES	(NO)	YES	(NO)
5.2.12	Balers	YES	(NO)	YES	(NO)
5.2.13	Fabrication of new equipment (cutting and welding)	(YES)	NO	(YES)	NO
5.2.14	Other (please list)	YES	(NO)	YES	(NO)

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHEMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3695

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 CLAIM MADE X OCCUR GEN'L AGGREGATE LIMITS APPLIES PER POLICY 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
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	*UMBRELLA LIABILITY COVERAGE*	*$1,000,000.00*
		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	$
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: Insurance Specialists **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Brian Cooper **AUTHORIZING SIGNATURE:** Brian Cooper

ATTACHMENT B
INVITATION FOR BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Brian Cooper, President or other Principal

Officer of Cooper's Mobile Services LLC, swear or affirm that
Name of Company

If awarded the Contract, Company agrees to comply with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, at least to the extent required of governmental entities. I further swear or affirm that the company will be in compliance with Tennessee Code Annotated, § 49-5-413 before providing services under such Contract.

Brian Cooper
President or Principal Officer

For: Cooper's Mobile Services LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Brian Cooper,

President or Principal Officer of Cooper's Mobile Services LLC,

On this 10th day of December 2025.

Tiffany D Cardwell
Notary Public

My Commission expires: 11-12-2029

TIFFANY D CARDWELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX

ATTACHMENT C
INVITATION FOR BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, Brian Cooper, president or other principal

Officer of Cooper's Mobile Services LLC, 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.

Brian Cooper
President or Principal Officer

For: Cooper's Mobile Services LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Brian Cooper,

President or principal officer of Cooper's Mobile Services LLC,

On this 10th day of December 2025.

Tiffany Cardwell
Notary Public

My Commission expires: 11-12-2029

TIFFANY D CARDWELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Brian Cooper

2 Business name/disregarded entity name, if different from above.
Cooper's Mobile Services LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
7975 Texas Valley Rd

6 City, state, and ZIP code
Knox TN 37938

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
410 - 33 - 4611

or

Employer identification number
38 - 4304585

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Brian Cooper | **Date** 11-17-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Bureau of WORKERS' COMPENSATION

NOTICE OF APPROVAL

WORKERS' COMPENSATION EXEMPTION REGISTRY

To: Brian Gene Cooper
From: Bureau of Workers' Compensation
Date: 5/6/2024
Subject: Approval of Exemption - Registration Control # 2024000013134

Dear Brian Gene Cooper,

Your Initial Application workers' compensation exemption registration application was processed on 5/6/2024, and your exemption application has been approved. This exemption will expire on 5/6/2026. Please plan to renew prior to this date in order to remain on the exemption registry. If you have questions, please contact the Bureau of Workers' Compensation Exemption Registry office at (615) 532-1319 or wc.exemption@tn.gov.

Sincerely,

Bureau of Workers' Compensation
Exemption Registry

Bill Lee
Governor

TENNESSEE BUREAU OF INVESTIGATION
ATTN: TORIS
901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289

David B. Rausch
Director

11/18/2025

BRIAN G COOPER
7975 TEXAS VALLEY RD
KNOX TN 37938

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW. NOTE: All aliases submitted have been searched.

BRIAN GENE COOPER

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested . A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2025

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 Insurance Specialist of the South 6809 Asheville Hwy Knoxville TN 37924	CONTACT NAME: David Caldwell PHONE (A/C, No, Ext): (865) 523-1500 FAX (A/C, No): (865) 523-0878 E-MAIL ADDRESS: david@insss.net
INSURED COOPER MOBILE SERVICES LLC 7975 TEXAS VALLEY RD KNOXVILLE TN 37938-1627	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ERIE INSURANCE EXCHANGE — 26271 INSURER B : Scottsdale Insurance Co 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	
B	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		CPS8088127	10/15/2025	10/15/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Q04-0431469	04/04/2025	04/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $	X		CPS8088127	10/15/2025	10/15/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
	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	 $ $ $

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

Bid number 3695

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 Government

and

Municipal Equipment, Inc.

This Contract, made and entered into this _____day of _____, 2026 between Knox County Government, hereinafter referred to as "County" and Municipal Equipment, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Maintenance and Repair of Solid Waste Equipment, (Invitation for Bids #3695) 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 2026 and ends the 31st day of January 2027, unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. 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 in County's Invitation for Bids #3695 for Maintenance and Repair of Solid Waste Equipment per the Contractor's written response (Attachment B) 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 a particular project as detailed in Invitation for Bids #3695. 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 Maintenance and Repair of Solid Waste Equipment 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) 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 Maintenance and Repair of Solid Waste Equipment 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 Maintenance and Repair of Solid Waste Equipment, 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, 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 Maintenance and Repair of Solid Waste Equipment for Knox County in accordance with Invitation for Bids #3695.

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 #3695
B. Contractor's Response to Invitation for Bids #3695

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

Municipal Equipment, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Invitation for Bids #3695

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **Maintenance and Repair of Solid Waste Equipment** as specified herein. Bids must be received by **2:00 p.m. local time** on **December 11, 2025**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number 3695
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/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 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 bidders, when hand delivering bids, 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 technical difficulties experienced by vendors trying to register electronically less than one (1) hour prior to the bid opening 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 Disadvantaged Business 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.

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. Due to the nature of information requested, all bids must be submitted in hard copy format. Email and facsimile 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 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 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 **4:30 p.m. local time on November 24, 2025**. 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.

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 weather delays:

- 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 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 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful bidders, Contractor's employees, and any Contractor's sub-contractors and their employees must submit to a criminal history records check, at the Contractor's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Bidders **must** submit with their bid the Criminal History Affidavit of Compliance, **Attachment B**.

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 bidding.

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 based on personal jurisdiction, venue and inconvenient forum.

2.10 **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.

2.11 **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 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.

2.15 **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 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.

2.17 **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 provisions 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.

2.19 **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 set-off, 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 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.

2.23 **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, 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 obtain a qualified firm(s) to provide Maintenance and Repairs of Solid Waste Equipment as desired by Knox County. 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 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 any Knox County department. 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.

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. Knox County reserves the right to add or delete locations. 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 **CERTIFICATIONS:** 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 **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.

3.11 **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.

3.12 **CONTRACTOR(S) RESPONSIBILITIES:** At their own expense, the Contractor(s) shall:

3.12.1 Provide qualified supervision.
3.12.2 Provide qualified workers.
3.12.3 Perform work without unnecessarily interfering with Knox County activities or other Contractors.
3.12.4 Be required to have available ample equipment and staff to perform the services listed herein. If the Contractor fails to adhere to this condition, Knox County may consider this as non-performance and may terminate Contract as referenced in Section 2.23.
3.12.5 Be responsible for all damages caused by Contractor's negligence.
3.12.6 Contractor must follow and adhere to OSHA regulations requiring Hot Work Permits where applicable.
3.12.7 Confirm that Contractor's processes meet all Federal, State and Local Laws, Regulations and Ordinances.
3.12.8 Set up multiple accounts with separate invoices for different departments where applicable.
3.12.9 Be able to repair containers Monday through Saturday in a prompt and timely fashion.

3.13 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor(s). 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 **DRUG-FREE WORKPLACE:** If Contractor has five (5) or more employees receiving pay: Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. Contractor shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918. The Affidavit, **Attachment C**, must be returned with the bid.

3.16 **EQUIPMENT/ASSETS/PERSONNEL:** Bidders will be required to list all the equipment, assets and personnel they utilize in providing maintenance and repair of solid waste equipment. The list shall include, but not be limited to, a description of vehicles (e.g.: pickup trucks, box trucks, flatbed trucks, and trucks with lifting arm/crane), trailers, welders and torchers, including age and condition. Certifications for personnel shall be included in the bid package.

3.17 **EVALUATION CRITERIA:** This bid will be evaluated using the following criteria:

Price	70 Points
Capabilities	30 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 subcontract or to any solicitation or proposal therefore.

3.21 **INSURANCE:** The successful vendor must carry the insurance as indicated on the Insurance Checklist attached hereto, **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, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured. It shall be the successful vendor's responsibility to keep a current COI 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 PROCEDURES:** 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.

3.23.1 Each invoice must show the amount due to the Contractor by Knox County.
3.23.2 Detailed list of charges for services by location reflecting accurate pricing as per contract.
3.23.3 Invoices are to be original and uniquely pre-numbered.
3.23.4 Submit original invoice and one (1) exact copy.
3.23.5 Invoices that do not show this information are subject to rejection.

Knox County requests that invoices be easy to read and understand. Each participating agency to this contract may be required 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.

3.24 **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.

3.25 **MATERIAL/LABOR QUALITY:** Unless otherwise specified, all materials must be of a commercial grade or better.

3.26 **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.

3.27 **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.

3.28 **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.

3.29 **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.

3.30 **OPEN 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.

3.31 **PICKUP OF MATERIALS:** Knox County may pick up materials instead of having materials delivered.

3.32 **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.

3.33 **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 Knox County Solid Waste, 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.

3.34 **QUANTITIES:** Knox County does not guarantee any quantities to be purchased from this term Contract. Knox County does not have an exact dollar amount that was procured for these types of goods/services.

3.35 **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.

3.36 **REPAIR TIME:** Bidders must state the guaranteed number of business days 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 days, not a range of days. For example, an unacceptable answer is "1 - 3 business days." Vendors must be specific and state either "1 business day" or "3 business days." If Vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

3.37 **SAFETY EFFORTS:** The Contractor(s) must exercise caution at all times for the protection of persons and property while performing the services required in this bid. 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. All work performed under this Contract shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and any other regulatory agency, including any revisions thereto. 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 **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.

3.39 **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.

3.40 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation until **4:30 p.m. local time** on **November 24, 2025**. Submit questions as noted in Section 1.1.

Please note: Do not return pages one (1) through ten (10) with your submittal.
You must complete and return pages eleven (11) through sixteen (16).

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

4.1 Vendor: _____

4.2 Vendor number as assigned by Knox County: _____

4.3 Street Address: _____

City: _____ **State:** _____ **Zip:** _____

4.4 Contact Person: _____

4.5 Telephone Number: _____

4.6 Vendor's email address: _____

4.7 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)

4.8 Vendor's Knox County Business License Number: _____
(If Applicable*) Attach A Copy Of The License.*

4.9 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

4.10 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:

_____

_____

4.11 Total Number of Employees: _____

4.12 Equipment/Asset Listing and Capabilities as detailed in Section 3.16 (attach additional pages if necessary:

_____

_____

_____

_____

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT – CONTINUED

VENDOR NAME: _____

4.13	**Did you include the correct number of exact copies as detailed in Section 1.9?**	**YES**	**NO**
4.14	**Will you accept Credit Cards as payment as detailed in Section 1.16?**	**YES**	**NO**
4.15	**Did you include your fully executed Criminal History Affidavit as detailed in Section 2.7?**	**YES**	**NO**
4.16	**Did you include your certifications as detailed in Section 3.8?**	**YES**	**NO**
4.17	**Did you include your fully executed Drug-Free Workplace Affidavit as detailed in Section 3.15?**	**YES**	**NO**
4.18	**Did you complete and include the Insurance Checklist as detailed in Section 3.21?**	**YES**	**NO**
4.19	**State your guaranteed business days for repairs after receipt of a signed Purchase Order as detailed in Section 3.36.**	**_____ Business Days**	
4.20	**Did you complete and include the pricing and capabilities in Section V?**	**YES**	**NO**

SECTION V PRICING AND CAPABILITIES FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

VENDOR NAME: _____

Bidders **must** complete and submit this section with their bid. Failure to do so will result in your bid being non-responsive.

5.1 PRICING

	Service Required	Price	Number of Personnel available to perform work in the field
5.1.1	Preventative maintenance inspection (labor per hour)		
5.1.2	Cleaning, preparation, painting (labor per hour)		
5.1.3	Cutting and welding (labor per hour)		
5.1.4	Minor modifications (labor per hour)		
5.1.5	Replacement or repair of non-electrical/hydraulic equipment (labor per hour)		
5.1.6	Replacement or repair of electrical equipment (labor per hour)		
5.1.7	Replacement or repair of hydraulic equipment (labor per hour)		
5.1.8	Non-skilled labor (labor per hour)		
5.1.9	Skilled labor (labor per hour)		
5.1.10	Material and supplies markup (%)		

5.2 CAPABILITIES

Capability to perform routine Solid Waste equipment maintenance, repair and modifications (non-engine)					
	Equipment	Ability to Provide Service		Ability to Provide Service in the Field/Mobile	
5.2.1	Compactors	YES	NO	YES	NO
5.2.2	Roll-Off Trucks	YES	NO	YES	NO
5.2.3	Dump Trucks	YES	NO	YES	NO
5.2.4	Forklift	YES	NO	YES	NO
5.2.5	Bobcat	YES	NO	YES	NO
5.2.6	Flatbed Trailers	YES	NO	YES	NO
5.2.7	Hydraulic Equipment	YES	NO	YES	NO
5.2.8	Electrical modifications and wiring of equipment (no connection to electrical service)	YES	NO	YES	NO
5.2.9	Roll-Off Containers	YES	NO	YES	NO
5.2.10	Front-Load Boxes	YES	NO	YES	NO
5.2.11	Equipment Attachments (e.g. bobcat buckets and fork lift forks)	YES	NO	YES	NO
5.2.12	Balers	YES	NO	YES	NO
5.2.13	Fabrication of new equipment (cutting and welding)	YES	NO	YES	NO
5.2.14	Other (please list)	YES	NO	YES	NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHEMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3695

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. 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 BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that
Name of Company
If awarded the Contract, Company agrees to comply with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, at least to the extent required of governmental entities. I further swear or affirm that the company will be in compliance with Tennessee Code Annotated, § 49-5-413 before providing services under such Contract.

_____
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 C
INVITATION FOR BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by 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 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 _____ 2_____.

_____
Notary Public

My Commission expires: _____

Attachment B

Contractor's Response
to
Invitation for Bids #3695

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

4.1 **Vendor:** Municipal Equipment, Inc.

4.2 **Vendor number as assigned by Knox County:** 42772

4.3 **Street Address:** 1506 West College Street

City: Murfreesboro **State:** TN **Zip:** 37129

4.4 **Contact Person:** Nicholas Lionetti

4.5 **Telephone Number:** 502-962-9527

4.6 **Vendor's email address:** nlionetti@meieq.com

4.7 **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: Nick Lionetti
(Sign in BLUE ink)

4.8 **Vendor's Knox County Business License Number:** _____
(If Applicable) ***Attach A Copy Of The License.***

4.9 **I acknowledge the receipt of: (please write "yes" if you received one)**

Addendum 1_____**Addendum 2**_____**Addendum 3**_____**Addendum 4**_____

4.10 **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:

_____

_____

4.11 **Total Number of Employees:** 59

4.12 **Equipment/Asset Listing and Capabilities as detailed in Section 3.16 (attach additional pages if necessary:**

_____

_____

_____

_____

SECTION IV VENDOR INFORMATION FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT – CONTINUED

VENDOR NAME: Nick Lionetti

4.13	Did you include the correct number of exact copies as detailed in Section 1.9?	(YES)	NO
4.14	Will you accept Credit Cards as payment as detailed in Section 1.16?	(YES)	NO
4.15	Did you include your fully executed Criminal History Affidavit as detailed in Section 2.7?	(YES)	NO
4.16	Did you include your certifications as detailed in Section 3.8?	(YES)	NO
4.17	Did you include your fully executed Drug-Free Workplace Affidavit as detailed in Section 3.15?	(YES)	NO
4.18	Did you complete and include the Insurance Checklist as detailed in Section 3.21?	(YES)	NO
4.19	State your guaranteed business days for repairs after receipt of a signed Purchase Order as detailed in Section 3.36.	2	Business Days
4.20	Did you complete and include the pricing and capabilities in Section V?	(YES)	NO

SECTION V PRICING AND CAPABILITIES FOR BID NUMBER 3695, MAINTENANCE AND REPAIR OF SOLID WASTE EQUIPMENT

VENDOR NAME: Municipal Equipment, Inc.

Bidders **must** complete and submit this section with their bid. Failure to do so will result in your bid being non-responsive.

5.1 PRICING

	Service Required	Price	Number of Personnel available to perform work in the field
5.1.1	Preventative maintenance inspection (labor per hour)	Compactor - $120/Hr. Truck - $150/Hr.	11
5.1.2	Cleaning, preparation, painting (labor per hour)	Compactor - $120/Hr. Truck - $150/Hr.	11
5.1.3	Cutting and welding (labor per hour)	Compactor - $120/Hr. Truck - $150/Hr.	11
5.1.4	Minor modifications (labor per hour)	Compactor - $120/Hr. Truck - $150/Hr.	11
5.1.5	Replacement or repair of non-electrical/hydraulic equipment (labor per hour)	Compactor - $120/Hr. Truck - $150/Hr.	11
5.1.6	Replacement or repair of electrical equipment (labor per hour)	Compactor - $120/Hr. Truck - $150/Hr.	11
5.1.7	Replacement or repair of hydraulic equipment (labor per hour)	Compactor - $120/Hr. Truck - $150/Hr.	11
5.1.8	Non-skilled labor (labor per hour)	Compactor - $120/Hr. Truck - $150/Hr.	11
5.1.9	Skilled labor (labor per hour)	Compactor - $120/Hr. Truck - $150/Hr.	11
5.1.10	Material and supplies markup (%)	Compactor - $120/Hr. Truck - $150/Hr.	11

5.2 CAPABILITIES

Capability to perform routine Solid Waste equipment maintenance, repair and modifications (non-engine)					
	Equipment	Ability to Provide Service		Ability to Provide Service in the Field/Mobile	
5.2.1	Compactors	(YES)	NO	(YES)	NO
5.2.2	Roll-Off Trucks	(YES)	NO	(YES)	NO
5.2.3	Dump Trucks	(YES)	NO	(YES)	NO
5.2.4	Forklift	YES	(NO)	YES	(NO)
5.2.5	Bobcat	YES	(NO)	YES	(NO)
5.2.6	Flatbed Trailers	YES	(NO)	YES	(NO)
5.2.7	Hydraulic Equipment	(YES)	NO	(YES)	NO
5.2.8	Electrical modifications and wiring of equipment (no connection to electrical service)	(YES)	NO	(YES)	NO
5.2.9	Roll-Off Containers	(YES)	NO	(YES)	NO
5.2.10	Front-Load Boxes	(YES)	NO	(YES)	NO
5.2.11	Equipment Attachments (e.g. bobcat buckets and fork lift forks)	YES	(NO)	YES	(NO)
5.2.12	Balers	(YES)	NO	(YES)	NO
5.2.13	Fabrication of new equipment (cutting and welding)	(YES)	NO	(YES)	NO
5.2.14	Other (please list)	YES	NO	YES	NO

Failure to provide any of the above information or any other information requested in this bid document may be cause for disqualification.

ATTACHEMENT A
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
BID NUMBER 3695

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. 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: Dana Brown -Agent **AUTHORIZING SIGNATURE:** Dana Brown

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: Municipal Equipment, Inc. **AUTHORIZING SIGNATURE:** Nicholas Lionetti

ATTACHMENT B
INVITATION FOR BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Nicholas Lionetti, President or other Principal

Officer of Municipal Equipment, Inc., swear or affirm that
Name of Company
If awarded the Contract, Company agrees to comply with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, at least to the extent required of governmental entities. I further swear or affirm that the company will be in compliance with Tennessee Code Annotated, § 49-5-413 before providing services under such Contract.

Nick Lionetti
President or Principal Officer

For: Municipal Equipment, Inc.
Name of Company

STATE OF ~~TENNESSEE~~} Kentucky
COUNTY OF Jefferson}

Subscribed and sworn before me by Nicholas Lionetti,

President or Principal Officer of Municipal Equipment, Inc.,

On this 8th day of December 2025.

Melissa Ann Hansell
Notary Public

My Commission expires: 8.29.2027

MELISSA ANN HANSELL
Notary Public-State at Large
KENTUCKY - Notary ID # KYNP78186
My Commission Expires 08-29-2027

ATTACHMENT C
INVITATION FOR BID NUMBER 3695

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, Nicholas Lionetti, president or other principal

Officer of Municipal Equipment, 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: Municipal Equipment, Inc.
Name of Company

STATE OF ~~TENNESSEE~~} Kentucky
COUNTY OF Jefferson}

Subscribed and sworn before me by Nicholas Lionetti,

President or principal officer of Municipal Equipment, Inc,

On this 8th day of December 2025.

Notary Public

My Commission expires: 8.29.2027

MELISSA ANN HANSELL
Notary Public-State at Large
KENTUCKY - Notary ID # KYNP78186
My Commission Expires 08-29-2027

STATE	VEHICLE	VIN	Accessories
KY	2014 FORD F150	1FTFX1CF3EKD36863	
KY	2021 FORD 150	1FTFW1E52MFA68029	
KY	2012 F150	1FTFW1CFXCFC69364	
KY	2019 KW T270	2NKHHM6X2KM239075	7,500 LB Crane, welder, and torches
KY	2022 CHEVY 6500 STELLAR 36-84 SHUTTLE FLEX	1HTKJPVM9NH731449	7500 LB Crane, welder, and torches
KY	2024 CHEVY 5500	1HTKJPVK5RH624192	Welder and torches
KY	2021 Chevy Silverado 3500 HD	1GB3WRE73MF254198	Welder and torches
TN	2023 FORD F250	1FT7X2AA3PEC22395	110V Welder and torches
TN	2020 FRT M2106	3ALACXFE6LDMD1977	11,000 LB Crane, welder, and torches
TN	2005 PETE CONVENTIONAL 335	2NPLHZ6X25M878742	6,000 LB Crane, welder, and torches
TN	2018 KW T270	2NKHHM6X5JM191229	7,500 LB Crane, welder, and torches
TN	2015 FORD F350	1FD8X3G67FEC40244	Welder and Torches
TN	2023 CHEVROLET 5500	1HTKHPVKXPH455747	Welder and torches

Certifications
CDL
Welding
Marathon
Cram-A-Lot
New Way
Curbtender
Elgin

Executive Summary

Nature of Service:
Approval of a contract with John's Mobile Repair and Welding, Inc., Cooper's Mobile Services, LLC, and Municipal Equipment, Inc. for the maintenance and repair of Solid Waste equipment. The contract term is one (1) year, with four (4) one-year renewal options, for a total potential term of five (5) years.

Purpose and Need:
Solid waste equipment requires regular maintenance and repair to ensure safe and continuous operation. Much of this equipment is stationary and must be serviced in the field at the location where it is installed. Equipment requiring routine preventive maintenance and repair includes industrial compactors, waste and recycling containers, heavy trucks, loaders, safety railings, and associated hydraulic and electrical systems. The contractor performs on-site inspections, repairs, modifications, rewiring, cutting, fabrication, and welding services as needed. A single equipment failure at any waste facility can result in significant service disruptions, including temporary facility closures until repairs are completed. As a result, the contractor must be able to respond on short notice and dispatch personnel to Knox County convenience centers as needed. When responding to repair calls, contractors also inspect compactors and related equipment as part of a preventive maintenance approach to identify and address potential issues before failures occur.

History of Service:
John's Mobile Repair has served as the primary vendor for this type of work since at least 2008. To add redundancy and improve responsiveness for maintenance and repair services at the convenience centers, John's Mobile Repair, along with Cooper's Mobile Services and Municipal Equipment, were awarded a multi-year contract based on their competitive responses. Awarding contracts to multiple vendors helps ensure a high level of service quality and timely repairs. Much of the waste equipment currently in service at the convenience centers has exceeded its intended or expected service life, resulting in increased maintenance and repair costs as the equipment ages. While replacement and refurbishment of compactors are planned, refurbishment may be a more cost-effective option in certain cases. John's Mobile Repair has previously performed factory-level refurbishments of waste compactors and, under this agreement, may continue to do so when refurbishment is determined to be more economical than full replacement.

Statement of Support:
Expenditures for these services are included in the current budget, and no additional appropriations are required at this time.

Zach Johnson
Director, Solid Waste
Knox County Engineering and Public Works

RLA-18031 **R-26-1-501**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Jenny Holden, COMMUNITY DEVELOPMENT
Department:	COMMUNITY DEVELOPMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: NO
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Grant Contract in the amount of $500,000.00 with the Tennessee Department of Environment and Conservation for brownfield site remediation. (No local match required)
(Community Development)

Attachments

Resolution
TDEC Grant Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT OF $500,000.00 WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR BROWNFIELD SITE REMEDIATION. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-26-1-501**

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 has received a grant contract from the State of Tennessee, Department of Environment and Conservation for the provision of remediation of brownfield sites for the period beginning March 1, 2026 and ending February 29, 2028; and

WHEREAS, under the terms of the proposed grant contract, Knox County will receive the amount not to exceed $500,000.00 for brownfield site remediation, as further defined in the Scope of Services and Deliverables section of the attached grant contract; 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 Environment and Conservation for the provision of brownfield site remediation 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 Environment and Conservation for the provision of brownfield site remediation 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
March 01, 2026	February 29, 2028	32701-26-266	89353

Grantee Legal Entity Name	Edison Vendor ID
KNOX COUNTY GOVERNMENT	0000002830

Subrecipient or Recipient

☐ Subrecipient

☒ Recipient

Assistance Listing Number #15.904

Grantee's fiscal year end: 6/30

Service Caption (one line only)

Remediation of Brownfield Sites

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY26	$500,000.00	$0.00	$0.00	$0.00	$500,000.00
FY27	$0.00	$0.00	$0.00	$0.00	$0.00
FY28	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL:	**$500,000.00**	**$0.00**	**$0.00**	**$0.00**	**$500,000.00**

Grantee Selection Process Summary

☒ Competitive Selection

TDEC assembled a panel of 15 subject matter experts to review, rank, and recommend grant applications for funding. Other subject matter experts may be included in review discussions or asked to contribute specific feedback necessary for completing the reviewing, ranking, and recommending process. Proposals will be reviewed and ranked relative to other proposals within the project award type following close of the application period. Proposals will not be ranked as they are received. A proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Each proposal will be evaluated using a scoring rubric.

☐ Non-competitive Selection

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.

Scott Grammer \ MKH

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
EN00022586/32738	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
KNOX COUNTY GOVERNMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Knox County Government , hereinafter referred to as the "Grantee," is for the provision of remediation of brownfield sites, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002830

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. Within thirty days of the execution of this Grant Contract, the Grantee must enroll all sites on which work subject to this Grant Contract will be performed in State's Voluntary Cleanup Oversight and Assistance Program ("VOAP"). The Grantee shall submit enrollment verification to the State via the State's Grant Management System ("GMS").

A.3. The Grantee shall perform work related to the remediation and/or mitigation of the contamination identified in the Phase II (ESA) of the site at 1101 Liberty Street as outlined in the Grantee's Schedule of Activities.

A.4. The Grantee must submit a status report in GMS each quarter of this Grant Contract. The quarterly reports must include all project progress, deliverables met (including final environmental reports), and an analysis of budget expenditures to date.

A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections c. and d. below);

b. the State grant proposal solicitation and grant manual as may be amended, if any;

c. the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications; and

d. the Grantee's Schedule of Activities (Attachment C) and any subsequent amendments to the Schedule of Activities.

B. TERM OF CONTRACT:

B.1 This Grant Contract shall be effective on March 1, 2026 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2 Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to four (4) renewal options under the same terms and

conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

B.3. 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.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Thousand Dollars ($500,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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 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:

State of Tennessee
Division of Remediation, BRAG
500 James Robertson Parkway
Davy Crockett Tower, 7th Floor
Nashville, TN 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 Environment and Conservation, Division of Remediation.
(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 in the 'Schedule of Activities' 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.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

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:

Jaime Thompson, Grants Program Manager
Division of Remediation
500 James Robertson Parkway
Davy Crockett Tower, 7th Floor
Nashville, TN 37243
Jaime.Thompson@tn.gov
615-532-0922

The Grantee:

Glenn Jacobs
KNOX COUNTY GOVERNMENT
400 W Main St
Knoxville, Tennessee 37902
county.mayor@knoxcounty.org
Telephone # (865) 215-2005

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 or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. 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 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 the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, 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. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

ATTACHMENT A

PAGE 1

GRANT BUDGET				
Creation of an inventory brownfield site				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: **BEGIN:** March 1, 2026			**END:** February 29, 2028	
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
	Professional Fee, Grant & Award [2]	$500,000.00	$0.00	$500,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals	$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	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	**$500,000.00**	**$0.00**	**$500,000.00**

[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:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Soil Capping, Grading, & Earthwork	$280,000.00
Soil Management Plan	$5,000.00
Contaminated Soil Haul-Off & Disposal	$145,000.00
Environmental Monitoring, Field Testing	$45,000.00
Administrative Expenses	$25,000.00
ROUNDED TOTAL	$500,000.00

Application Type: DOR - Brownfield Redevelopment Area Grant - Remediation

Purpose and Overview

Grant Overview

In 2023, the Tennessee General Assembly authorized the Tennessee Department of Environment and Conservation (TDEC) to establish the Brownfield Redevelopment Area Fund, to support a state-administered brownfield grant program for identification, assessment, and remediation to encourage the redevelopment of brownfields.[1] The fund also promotes conservation of Tennessee's agricultural, recreational, and open space lands by encouraging environmentally sound redevelopment of properties blighted by real or perceived contamination. Through this fund, TDEC administers the **Brownfield Redevelopment Area Grant (BRAG)**, which is described in this grant manual.

TDEC may award grants to eligible entities for the identification, assessment, or remediation of brownfield sites. Grants may also cover reasonable administrative expenses, not to exceed 5% of any grant awarded, relative to the redevelopment of brownfield sites. Grant funding is capped at five hundred thousand dollars ($500,000) from the fund in a fiscal year for each eligible entity. Applicants must demonstrate how their project will improve or enhance the identification, assessment, or remediation of a site, to encourage the redevelopment of brownfield properties in their communities.

Project Types

To support BRAG's purpose of supporting identification, assessment, or remediation activities, TDEC will award grants for the ***identification, assessment, planning, and remediation*** of brownfield sites across the state. These four project types are highlighted below and described in detail throughout the manual.

Project Type	Description	Maximum Grant Funding	Contract Term
Identification	The creation of an inventory of brownfield sites, which may span multiple locations.	$20,000	12 months
Assessment	Conducting a Phase I Environmental Site Assessment (ESA) in accordance with the current ASTM E-1527 standard; a Phase II Environmental Site Assessment conducted in accordance with the current ASTM E1903 standard; or other environmental investigation such as an Analysis of Brownfield Cleanup Alternatives (ABCA).	$100,000	24 months
Planning	Any planning activity that serves to generate clarity, public participation, or technical understanding for the successful redevelopment of a particular brownfield site or group of brownfield sites.	$25,000	12 months
Remediation	Any action to contain, remove, mitigate, or dispose of hazardous substances, pollutants, other contaminants, or petroleum products at a brownfield site. This may include certain types of demolition performed at a brownfield and the installation or upgrade of the minimum amount of infrastructure that is necessary to make a brownfield property usable.	$500,000	24 months

For FY25, eligible entities may submit ***multiple*** applications through BRAG and must select from the project types listed above. Each eligible entity may submit ***one**** application per project type for up to four total applications (one identification, one assessment, one planning and one remediation). Multiple sites may be submitted in an assessment grant, with a total budget not exceeding $100,000 for all sites. Eligible entities may be awarded multiple grants but cannot receive a total of more than $500,000 in BRAG funds for a given fiscal year. Additionally, eligible entities must complete the contract term or the activities within their active contracts prior to receiving a BRAG award for a new project under that same project type. TDEC expects to open applications through BRAG on an annual basis.

*Development districts and development boards encompassing numerous counties and municipalities may apply for multiple grants under the identification, assessment, and planning project categories to cover brownfield redevelopment activities across their jurisdiction.

[1]T.N. Leg. Assemb. Reg. Session 2023., Public Acts of 2023, Pub. Chp. 86, pc0086.pdf (tnsosfiles.com)

Timeline, Eligibility & Funding

Timeline

The following is a tentative timeline of the application and review process for this competitive grant offering. This is subject to change and extensions may be granted solely at TDEC's discretion, upon written request. Awards for this grant cycle are subject to available funds and awarded at the discretion of TDEC.

March 2025: Application Window opens
September 2025: Proposal submission deadline; begin review and processing of applications
November 2025: (Estimate) Awards announced
December 2025: (Estimate) Execute grant contracts

Funding

Of the available BRAG program funds, no more than $500,000 may be awarded to any one eligible entity in each fiscal year. If for any reason the funds become unavailable, TDEC may cancel any awarded BRAG program contracts or award announcements.

BRAG Funding

The total amount of funding available for BRAG in FY25 is **$5 million**. TDEC is not designating a certain proportion of the available funding by project type. Rather, TDEC will assess all proposals to determine which projects to fund. Please note that TDEC may select all or part of a proposal for funding and may offer to fund more or less than the eligible grant amounts or a larger or smaller amount than requested in the application.

All grants will be awarded through a grant contract, which may include terms and conditions other than those found in this manual. Full execution and acceptance of a complete, valid grant contract is required before funds

can be allocated to a grantee. TDEC has the sole discretion to terminate awarded grant contracts, refuse to allocate funds, or require a refund of funds from grantees if sufficient progress or compliance has not been demonstrated through required reporting.

***No work shall be reimbursed until an executed contract has been signed by all parties.**

Match Requirement

For FY25, there is no match requirement for BRAG proposals. However, grantees of assessment and remediation projects are required to enroll the brownfield redevelopment area in the Brownfield Voluntary Cleanup Oversight and Assistance Program (VOAP) and pay the associated schedule of fees (Attachment A). These fees may be considered grant expenses (reimbursable) for Tier 3 or Tier 4 counties, utilizing the Department of Economic and Community Development's Tennessee Jobs Tax Credit Enhancement County desi gnation. Tier 1 and Tier 2 counties cannot utilize BRAG funds for VOAP fees and must agree to pay these fees through other means.

Administrative Use of Funds

Up to 5% of a grant applicant's total grant contract may be used for reasonable and allocable administrative or overhead expenses. Administrative expenses may include reporting, compliance assurance, monitoring, or direct or indirect costs associated with administering the grant award.

Procurement and Reimbursement

All activities and procurements funded through the BRAG program are required to follow State of Tennessee procurement standards and requirements, or equivalent local policy. When the terms of a grant award allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement must be made on a competitive basis whenever possible, including using competitive bidding procedures.

The BRAG funding will be provided to grantees through requests for payment for costs incurred. A request to receive funding for eligible expenses must be submitted through TDEC's Grants Management System (GMS). Supporting documentation will be required to substantiate the costs requested for funding, which may include purchase orders, pay requests, invoices, and proof of payment.

The first request for funding submitted to TDEC shall include proof of costs incurred, including all applicable purchase orders, pay requests, invoices, and proof of payment. This first request shall not be for more than 50% of the total grant award. Subsequent requests for funding submitted to TDEC shall include any applicable purchase orders, pay requests, invoices, and proof of payment. Grantees may only request up to 80% of the reimbursement of grant funds until all applicable deliverables outlined in the grant contract have been received and approved by TDEC.

Ineligible Expenditures

Eligible uses of funds are described for each project type in that relevant section. Below is a list of ***ineligible expenditures*** across all project types:

1. Conducting environmental assessment activities not part of a Brownfield Voluntary Agreement (BVA).
2. Monitoring and collecting data necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.
3. Performing construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility).
4. Addressing public or private drinking water supplies that have deteriorated through ordinary use.
5. Cost sharing or matching funds for another federal grant.
6. Paying a penalty or fine.
7. Using BRAG funding to fund a community or municipal grant program.
8. Property acquisition.
9. Costs associated with activities conducted prior to the contract period.
10. Costs associated with activities that cause the loss of greenspace in the community, as defined in the Definitions section.

Applications may be considered ineligible under the following conditions:

1. The application is incomplete at the close of the application window.
2. BRAG funds requested exceed $500,000.
3. The timeline, budget, and scope of work proposed are not plausible as determined by the State in its sole discretion.
4. Proposed project causes a loss of greenspace in the community.
5. Proposal involves properties listed as Federal Superfund (National Priority List or NPL) sites, RCRA-permitted, or Interim-status facilities, or properties where the applicant is named in a federal or state enforcement action pertaining to that property.

Submission Guidelines

Each application should describe a single project that falls under a project type (identification, planning, assessment, or remediation). ***Eligible entities may only submit one application for each project type (identification, planning, assessment, and remediation) to the BRAG program for FY24, for a total of four applications.*** Development districts encompassing several counties may submit multiple applications under the identification, planning, and assessment project categories so long as the total amount of BRAG funding requested by the development district does not exceed $500,000. Each eligible entity may not receive more than $500,000 in BRAG funding.

Grant applicants must register through TDEC's Grants Management System (GMS), and all applications must be submitted electronically to be considered. Applicants must demonstrate that their proposal meets all eligibility requirements. Applications will be scored and awarded in a competitive manner. Submission of a complete application does not guarantee that the applicant will receive a grant. Proposed projects must not cause the loss of greenspace in the community, as defined in the Definitions section.

Grant applicants are required to have a full and complete application submitted by the application solicitation closing. TDEC will rank and review applications based on the information included in the application at the time of submission. Incomplete applications will not be considered for funding.

Eligibility

Grant Applicants

Grant applicants must be an **eligible entity**, as described in the Definitions section. Applicants must be in full compliance with all other environmental requirements in Tennessee, and the applicant must not be subject to any current enforcement action from any state or federal environmental agency unless such enforcement action is, in the opinion of the Commissioner, adequately resolved with the applicable agency. Entities with consent orders are not prohibited from participating in the program. Further, the entity must be in compliance with Title VI of the Civil Rights Act of 1964 and be able to pass a pre-award Title VI audit.

Property Eligibility

Eligible entities must demonstrate they have legal access to the extent necessary to the project sites in order accomplish the proposed project scope of work. Properties which are listed as Federal Superfund (National Priority List or NPL) sites, RCRA permitted or Interim-status facilities or properties involved in or targeted for any federal or state enforcement action (i.e., Commissioner's Order) may not be eligible. Properties that are regulated by the Division of Underground Storage Tanks or by the Dry Cleaner's Environmental Response Program (DCERP) may be eligible on a case-by case basis.

A remediation grant application may include a single property or properties that contain multiple, contiguous parcels. Parcels separated only by a street, alley, or railroad track will be considered contiguous. The property being investigated must be enrolled in or enroll in VOAP within 30 days of the grant contract being executed to be eligible for receiving BRAG funds.

Allowable Activities

The following is a list of allowable actions under a remediation grant. Other expenses may be allowable but would require prior approval by TDEC.

1. Installation and operation of groundwater investigation and monitoring wells. Long-term operation and maintenance and closure of these wells, however, is the responsibility of the grantee and is not covered by the grant.
2. Removing, mitigating, or preventing the release or threat of a release of a hazardous substance, pollutant, contaminant, petroleum product, or controlled substance into the environment. This includes the following activities:
    a. Installing fences, warning signs, or other security or site control precautions.
    b. Implementing drainage controls.
    c. Stabilizing berms, dikes, or impoundments.
    d. Capping, excavating, consolidating, or removing of contaminated soils.
    e. Using chemicals and other materials to retard the spread of the release or mitigate effects.
    f. Removing and properly disposing of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants, or contaminants, including petroleum.
    g. Containment, treatment, or proper disposal of hazardous substances and petroleum products.
    h. Groundwater treatment
3. Performing demolition and site preparation that is necessary for remedial activity.
4. Performing site monitoring activities, such as sampling and analysis, that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup.

5. Developing a work plan; for example, a soil management plan or a remedial action plan.
6. Program enrollment and oversight costs under VOAP (these are eligible for reimbursement for tier 3 and tier 4 counties only).
7. Properly closing out water wells.
8. Installation of a vapor intrusion mitigation system.
9. Activities relating to public participation and community notification.

Contract Term and Funding

The contract term for remediation grants is twenty-four months. Extensions may be approved on a case-by-case basis at TDEC's sole discretion. The maximum funding available for a remediation grant is $500,000.

Additional Considerations

Monitoring and Oversight

It is incumbent on all grantees to have the proper monitoring and oversight controls in place for its contractors and subcontractors. This includes, but is not limited to:

- Reviewing invoices;
- Ensuring contractors and subcontractors are not federally debarred;
- Requiring that all rules and regulations are followed and complied with; and
- Providing project management of the projects to ensure timelines and milestones are being met.

Public Record

Any information affiliated with the solicitation for the State of Tennessee's BRAG funds, including information submitted by applicants, may be considered public record, unless exempted by applicable federal or state laws, and may be subject to disclosure to the public. Additionally, applications and grant documents may be published or distributed in various print or electronic media publications.

Certification

At its sole discretion, TDEC reserves the right not to award funds to applicants that:

- Fail to submit a complete application;
- Exhibit poor performance in complying with the expectations and requirements of previous grant or loan contracts with the State of Tennessee; or
- Have regulatory or programmatic compliance issues with the State of Tennessee (e.g., is in significant non-compliance with current regulations).

The above list is not exhaustive, and TDEC may elect not to award funds for other reasons deemed by TDEC to be necessarily disqualifying in order to uphold the integrity of the BRAG program.

Selection Criteria

Proposal Review

TDEC will assemble a panel of subject matter experts to review all complete and eligible grant applications, including supporting documentation. The review panel will rank applications according to the selection criteria identified in this grant manual. Identification, planning, assessment, and remediation grants will have different selection criteria. Applications within a given project type will be ranked relative to other proposals within that same project type. Applications will be evaluated on the data provided; therefore, complete applications are essential. Each grant applicant is responsible for submitting all relevant and factual information with the application.

The assessing panel will recommend funding proposals based on the evaluation of the scoring criteria, using the top-scored proposals up to the funding maximum. TDEC may in its sole discretion consider feasibility of project completion and diversity of project types, applicants, and geographic distribution in making final funding recommendations. TDEC may in its sole discretion award fewer grants than the authorized funding level. Applications may be partially funded based on a revised scope and budget agreed upon by the applicant(s) and TDEC. Final funding decisions will be approved by TDEC leadership.

Entities with applications that were not selected for award may request feedback on their application by submitting a written request to the Division of Remediation at TDEC.Brownfields@tn.gov within ten days of award announcements. Following written request, TDEC will provide additional details regarding the grant application to the entity. TDEC may provide these additional details in writing or in a meeting.

Selection Criteria

Applications will be reviewed and ranked to identify which proposals are funded. Within each row (section) of the scoring rubric, a proposal will receive a score ranking from zero to the maximum points available, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. The following is the selection criteria for remediation grants:

Download Selection Criteria

Applicants must clearly demonstrate and explain their answers to the selection criteria in the application. Applications are scored based on these criteria and the answers provided in the application.

TDEC may consider additional factors in funding decisions including, but not limited to, the list below. For additional twenty priority points, please explain the extent to which these additional factors apply to your application. (maximum 300 words, each)

1. Whether the population of the eligible entity jurisdiction is 10,000 or less.
2. Public interest or community support for the reuse of the property.

Resources and Contact

For Reference:

Definitions

TDEC Brownfield Grants and Resource

TDEC Brownfield Voluntary Cleanup Oversight and Assistance Program (VOAP)

TDEC Brownfield VOAP Fee Structure

Tennessee Jobs Tax Credit Enhancement County Map

2025 BRAG Grant Manual

Program Contact:

Please email amy.dyman@tn.gov for technical questions throughout the application process. All other communications (regular mail, express mail, electronic mail), concerning this application and award process must be addressed to:

Tennessee Department of Environment and Conservation
Division of Remediation
Brownfield Area Redevelopment Grant Program
Davey Crocket Tower
500 James Robertson Parkway, 7th Floor
Nashville, TN 37243
TDEC.Brownfields@tn.gov

Grant applications will only be accepted through the Grants Management System (GMS). Grant applications will not be accepted through regular mail, express mail, or electronic mail. Applicants may communicate with TDEC via the email identified above to ask clarifying questions about the BRAG program. As a competitive grant opportunity, applicants should understand that TDEC staff cannot give advice on specific applications or projects and must maintain a fair and impartial process.

Following the close of the application period, all communications concerning this application and award process can be completed through the Grants Management System (GMS).

Post Award

Post Award Information **NOTE: These requirements must be fulfilled ONLY IF the application has been**

approved.

Allowable Activities

The following is a list of allowable actions under a remediation grant. Other expenses may be allowable but would require prior approval by TDEC.

1. Installation and operation of groundwater investigation and monitoring wells. Long-term operation and maintenance and closure of these wells, however, is the responsibility of the grantee and is not covered by the grant.
2. Removing, mitigating, or preventing the release or threat of a release of a hazardous substance, pollutant, contaminant, petroleum product, or controlled substance into the environment. This includes the following activities:
    a. Installing fences, warning signs, or other security or site control precautions.
    b. Implementing drainage controls.
    c. Stabilizing berms, dikes, or impoundments.
    d. Capping, excavating, consolidating, or removing of contaminated soils.
    e. Using chemicals and other materials to retard the spread of the release or mitigate effects.
    f. Removing and properly disposing of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants, or contaminants, including petroleum.
    g. Containment, treatment, or proper disposal of hazardous substances and petroleum products.
    h. Groundwater treatment
3. Performing demolition and site preparation that is necessary for remedial activity.
4. Performing site monitoring activities, such as sampling and analysis, that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup.
5. Developing a work plan; for example, a soil management plan or a remedial action plan.
6. Program enrollment and oversight costs under VOAP (these are eligible for reimbursement for tier 3 and tier 4 counties only).
7. Properly closing out water wells.
8. Installation of a vapor intrusion mitigation system.
9. Activities relating to public participation and community notification.

Deliverables

Grantees are responsible for accomplishing and submitting the following deliverables to TDEC:

1. Within thirty days of an executed contract, the grantee must enroll the brownfield site in VOAP and submit enrollment verification via GMS.
2. Throughout the grant period, the grantee must submit quarterly reports on all VOAP activities conducted to date in addition to a detailed scope of work for each on-site task, describing all aspects of the proposed field work, including cost estimates of each task for the upcoming quarter.
3. Other deliverables specific to the site will be outlined in the grant contract and coordinated through the VOAP Project Manager.

Grantees may contract for services to complete the items listed in the deliverables section. No more than 5% of the grant budget may be used toward administrative expenses.

Public Notice and Engagement

Public involvement must be an important consideration for projects that include remediation activities. Within sixty days of an executed contract, grantees must erect a sign on the brownfield site that informs the community that the site is entering VOAP, remediation activities will be occurring, and the activities are funded through BRAG. Specific details for this signage will be included in the grant contract.

Grantees are encouraged, but not required, to issue a notice of the site's entrance into VOAP and associated work in a local newspaper of general circulation in the county where the brownfield remediation is proposed, published once a week for four consecutive weeks. This notice should include a summary of the public's right to become involved in the development, remediation, and reuse of the site, as well as the time, date, and location of an informational meeting. Grantees are also encouraged to provide a thirty-day public comment period and hold an informational meeting in the community where the brownfield is located. The information meeting should address how remediation concerns apply to the site, including current risks at the site and how the remediation and redevelopment will mitigate those risks.

Grantees are required to describe their plan for community involvement in their BRAG application for remediation activities. TDEC strongly encourages grantees to consider including the suggestions above or developing their own plan for community involvement. Following receipt of an award, grantees should include in their quarterly report any public involvement conducted during the previous quarter's activities and provide documentation of this public involvement.

Reporting Requirements

Quarterly, grantees must submit a status report to TDEC, including all project progress, deliverables met, and a budget expenditures-to-date analysis. Grantees will also be required to complete and submit a final report at the end of the contract term. Grantees should upload documentation of any activities occurring during that quarter as a part of this report.

Additional Criteria

TDEC may consider additional factors in funding decisions including, but not limited to, the list below. For additional 20 priority points, please explain the extent to which these additional factors apply to your application. (maximum 300 words, each)

1. Whether the population of the town/city of the site is 10,000 or less.
2. Public interest or community support for the reuse of the property.

The site is currently enrolled under a Voluntary Brownfield Agreement with TDEC which reflects public interest in ensuring the safe and productive reuse of the property. The reuse of this property aligns with broader community goals of improving quality of life, promoting economic development, reducing blight, and providing much-needed housing units for at-risk veterans. This combination of environmental remediation and targeted redevelopment responds directly to community priorities while serving vulnerable populations.

Title VI Compliance

The Title VI Compliance Application is a separate application that is completed by the applicant to provide your organizations Pre-Audit Survey responses. Please note, this is not ONLY the Title VI Training and Certification.

This application will only need to be completed once per year when you wish to receive funds. Also, this application will automatically go back into Draft Status to be resubmitted 9 months after it has been marked complete.

TDEC TITLE VI STATEMENT

All Grantees will be required to affirm the following statement as part of the grant contract: 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 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Please confirm that the Applicant Organization has completed the Title VI Compliance application within the last calendar year.
Yes

Specify completion date of most recent Title VI application.
02/25/2025

General Information

Organization Profile

Organization: Knox County
Type: County Government
Primary Contact: Glenn Jacobs
Address: 400 W Main St,Knoxville, Tennessee 37902
Address Two: STE 364
Email: county.mayor@knoxcounty.org
Phone: (865) 215-2005
Website: https://www.knoxcounty.org/

Have you registered in Supplier Maintenance and received your Supplier ID?

You can view Supplier Maintenance here.

Yes

Please review your profile in Supplier Maintenance and make sure all of your contact information is correct. EX: address, phone number, email address, etc.

I certify that Supplier Maintenance has been review and the correct contact information is listed.

What is your Supplier ID?
2830

Fiscal Year End Date

What day and month of the year does your organization's Fiscal Year end?

June 30

Application completed by

Name: Thomas Bleeker
Personal Address: 901 N Broadway, Knoxville, TN 379176663
Personal Address Two:
Personal Email: tbleeker@kcdc.org
Personal Phone: 8654031152

Please specify which county the project will be primarily located:
Knox

Grant Contact

If funded, this is the individual responsible for proposal implementation and grant contract compliance (e.g., oversight of procurement, adherence to reporting requirements, etc.)

Project Contact Name:	Jenny Holden	**Phone:**	(865) 215-3980
Email:	jenny.holden@knoxcounty.org	**Mailing Address:**	Suite 364 400 Main Street
City:	Knoxville	**State:**	Tennessee

Zip: 37902

Proprietary Information

County(ies) Served

Select all that apply

Anderson	Carter	Davidson	Giles	Hawkins	Johnson	Madison	Moore	Roane	Sullivan	Wayne
Bedford	Cheatham	Decatur	Grainger	Haywood	Knox	Marion	Morgan	Robertson	Sumner	Weakley
Benton	Chester	Dekalb	Greene	Henderson	Lake	Marshall	Obion	Rutherford	Tipton	White
Bledsoe	Claiborne	Dickson	Grundy	Henry	Lauderdale	Maury	Overton	Scott	Trousdale	Williamson
Blount	Clay	Dyer	Hamblen	Hickman	Lawrence	McMinn	Perry	Sequatchie	Unicoi	Wilson
Bradley	Cocke	Fayette	Hamilton	Houston	Lewis	McNairy	Pickett	Sevier	Union	
Campbell	Coffee	Fentress	Hancock	Humphreys	Lincoln	Meigs	Polk	Shelby	Van Buren	
Cannon	Crockett	Franklin	Hardeman	Jackson	Loudon	Monroe	Putnam	Smith	Warren	
Carroll	Cumberland	Gibson	Hardin	Jefferson	Macon	Montgomery	Rhea	Stewart	Washington	

Population Served

Population (from the 2020 U.S. Census Results for the municipal boundary in which the project activities will occur).

190740

Federal Employer Identification Number (FEIN)
62-600797

Budget and Attachments

Budget Worksheet

Policy 03 Object Line-item reference	Expense Object Line-item Category (1)	Grant Contract	Grantee Match	Total Project
Enter Match % Requirement:	0%			
1.2	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee, Grant and Award (2)	$500,000.00	$0.00	$500,000.00
5, 6, 7, 8, 9, 10	Supplies,Telephone, Postage and Shipping, Occupancy, Equipment, Rental and Maintenance, Printing and Publications	$0.00	$0.00	$0.00
11, 12	Travel, Conferences and Meetings	$0.00	$0.00	$0.00
13	Interest (2)	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation (2)	$0.00	$0.00	$0.00
18	Other Non-Personnel (2)	$0.00	$0.00	$0.00
20	Capital Purchase (2)	$0.00	$0.00	$0.00
22	Indirect Cost	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**Grant Total**	**$500,000.00**	**$0.00**	**$500,000.00**

Budget Line Item Details

Budget Line Item Detail

Professional Fee, Grant and Award	Amount
Soil Capping, Grading, & Earthwork	$280,000.00
Soil Management Plan	$5,000.00
Contaminated Soil Haul-Off & Disposal	$145,000.00
Environmental Monitoring, Field Testing	$45,000.00
Administrative Expenses	$25,000.00
	$0.00
	$0.00
	$0.00

	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

$500,000.00

Interest	Amount
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

$0.00

Depreciation	Amount
	$0.00
	$0.00
	$0.00

	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

$0.00

Other Non-Personnel	Amount
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

$0.00

Capital Purchase	Amount
	$0.00

$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00
$0.00

$0.00

Salaries, Benefits and Taxes	Amount
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

$0.00

Travel, Conferences	Amount
	$0.00
	$0.00

	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

$0.00

Indirect Costs	Amount
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

$0.00

In Kind Expenses	Amount
	$0.00
	$0.00

	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

$0.00

Supplies	Amount
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

$0.00

Additional Budget Upload

Budget_Summary.docx
13.8 KB - 09/10/2025 11:45 AM

REVISED_Budget_Summary_11_25_2025.docx
14.5 KB - 11/25/2025 12:36 PM

Revised_BRAG_Summary_12_9_2025.docx
16.5 KB - 12/10/2025 2:22 PM

Total Files: 3

Partner Information

Partner Information

Application ID	Organization	Contact Name
2025-13198	Knox County	Jenny Holden

1-1 of 1

Project Information

General Proposal Information

Project Address(es)

Application ID	Organization	Project Title	Street Address	State	Zip	County	County Tier
2025-13198	Knox County	Public Defenders Site	1101 Liberty Street	Tennessee	37919	Knox	Tier 1

1-1 of 1

Grant Funding Requested

As a Remediation Grant applicant, you may ask for no more than $500,000.00. Any amount exceeding this threshold will be automatically rejected.

$500,000.00

VOAP Acknowledgement

I agree to enroll in and adhere to the VOAP Schedule of Fees

Property Ownership Acknowledgement

I understand the public entity applying to this grant opportunity must legally own the property identified in this proposal prior to receiving any grant funds

Grant Activities Timeline/Scope of Work

First Quarter 2026 – Implementation of Grant Activities (Post-Award Only)

All activities will occur only after grant award; no pre-award work will be charged to BRAG.

- Begin VOAP-approved remediation activities in coordination with TDEC.
- Perform grading, import and placement of protective soil cap and other site related remedial efforts.
- Conduct environmental monitoring, verification sampling, and oversight required for the cleanup.
- Complete soil management, including necessary excavation, transport, and disposal of contaminated soils.
- Finalize cleanup-related drainage and stabilization measures to maintain remedy effectiveness.

Complete Grant Activities by Fourth Quarter 2026

Certification

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training when requested by TDEC;
- The applicant has read and understands the reporting requirements and that the applicant will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4; and
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency.
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within 30 days of an executed and signed contract.

I hereby certify that the above is accurate

Name

Thomas Bleeker

Date
08/28/2025

Authorized Signatory

The current approved signatory for Knox County and all things related to this grant is Glenn Jacobs.

If the individual listed above is no longer with the organization, please reach out to TDEC.Grants@tn.gov with the new information.

Please select the correct response below

- (●) I agree that the above regarding the approved signatory is correct.
- ( ) The above information is not correct. I will send the correct information to TDEC.Grants@tn.gov to get the organization primary contact updated.
- ( ) The above information is correct, but additional signers are needed. I will upload the additional signer information below.

Name of the individual that answered the question above
Thomas Bleeker

Date the above question was answered
08/21/2025

If the Awarded Organization will be allowing individuals other than the principal executive officer or ranking elected official (i.e. mayor or utility director) to sign off on contract related items, the below information must be provided for each individual. An Authorization Letter from the principal executive officer or ranking elected official specifying individual(s) listed in the grant proposal have the authority to sign in place of the principal executive officer or ranking elected official must be uploaded below.

Printed Name	Title	Phone	Date Signed	Email	Name of Person Granting Authorization to Certify

If you have signatory authority from the principal executive officer or ranking elected official, please fill out the information fields above and upload proof of signatory authority on grant applicant letterhead or another form of official executed documentation.

Self Debarment Verification

Please verify that your organization is not on the federal debarment list.

The Awarded Organization is required to check the debarment status of their organization by using the SAMS website prior to making a recommendation of award, purchasing of goods, or securing of services to meet grant requirements and to insure any and/or all funds associated with the grant project will be eligible for reimbursement. Grant reimbursements will not be processed if the debarment status verification have not been completed.

NOTE: If active exclusions and/or delinquent federal debt are shown, the organization cannot receive a grant contract or grant funds. If no active exclusion and no delinquent federal debt are shown, the awarded organization may receive grant funds as long as all other grant policies and procedures are followed.

Search for your organization to confirm that you are not on the Debarment List by going to System for Award Management (SAM)

Click "SEARCH RECORDS" tab.

In the search bars type in the Entity name or using an exclusion search term, Duns & Bradstreet number (DUNS) and/or the Entity Commercial and Government Entity (CAGE) code. You can only use one search bar at a time to search for records. Individuals are not assigned a DUNS number or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click "SEARCH" to retrieve a list of results. Entities with "Exclusion" listed in purple are currently debarred, while those labeled "Entity" in green do not have exclusions. In the right upper corner of the webpage, use the "Save PDF" option and upload a summary of search results.

Upload Debarment Status Verification

Even if there are no search results, you still must upload a pdf showing your search results.

EntityInformation_20250828-125254.pdf
79.5 KB - 08/28/2025 11:53 AM

Total Files: 1

What name was searched?
County of Knox

Please complete the below certification information
I certify to the best of my knowledge and belief that the data above is correct and I have searched my organization in the SAM system.

Name of person who searched the SAM system
Thomas Bleeker

Date
08/28/2025

Contract

Grant Information

The fields in red must be completed in order for the information to populate correctly on the grant template.

Maximum Liability Amount

Example: $9,100.00

$500,000.00

Original Maximum Liability Amount

Maximum Liability - Written Dollar Amount

Example: Nine Thousand One Hundred Dollars

Five Hundred Thousand Dollars

Does this award fall under a Delegated Grant Authority (DGA) contract?
No

Select one of the following
Recipient

Agency Tracking Number:	
Edison ID/Contract Number:	
Contractor Legal Entity Name:	KNOX COUNTY GOVERNMENT
Scope of Service:	Remediation of Brownfield Sites
Edison Supplier ID:	0000002830
Speed Chart:	EN00022586/32738

CFDA Number:

Account Code: 71301000

Executed Contract

6 Months Left Date (180 Days): 06/30/2027

Amendments

Amendment Number (Written Out)

Numerical Number

Amendment Purpose and Effect

Amendment Increase or Decrease Amount ($)

Executed Amendment Upload

Extensions

Executed Extension Upload

General Correspondence

General Correspondence Comments

Notes

1-2 of 2

Signature

_____

Date

SAM.GOV®

KNOX, COUNTY OF

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HLNTP7H1UCM7	**38HG2**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Feb 6, 2026**	
Physical Address	Mailing Address	
400 W Main ST **RM 615** **Knoxville, Tennessee 37902-2424** **United States**	**400 Main Street** **Suite 615** **Knoxville, Tennessee 37902-2424** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Tennessee 02	**(blank) / (blank)**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 10, 2025	**Feb 6, 2025**	**Apr 10, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 11, 1792	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**

Profit Structure

(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**38HG2**

Points of Contact

Electronic Business

Jennifer Bodie
400 Main Street
Suite 615
Knoxville, Tennessee 37902
United States

Susan Corlew
400 Main Street
Suite 630
Knoxville, Tennessee 37902
United States

Government Business

Chris Caldwell
400 Main Street
Suite 615
Knoxville, Tennessee 37902
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

*** Grant Activities Timeline/Scope of Work**

First Quarter 2026 – Implementation of Grant Activities (Post-Award Only)

All activities will occur only after grant award; no pre-award work will be charged to BRAG.

- Begin VOAP-approved remediation activities in coordination with TDEC.
- Perform grading, import and placement of protective soil cap and other site related remedial efforts.
- Conduct environmental monitoring, verification sampling, and oversight required for the cleanup.
- Complete soil management, including necessary excavation, transport, and disposal of contaminated soils.
- Finalize cleanup-related drainage and stabilization measures to maintain remedy effectiveness.

Complete Grant Activities by Fourth Quarter 2026

RLA-18017 **R-26-1-701**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Anna Roeder, PARKS AND RECREATION
Department:	PARKS AND RECREATION
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to Contract 25-074 with Wright Contracting, Inc. for Concord Park Fishing Pier upgrades in the amount of $27,962.00.
(Parks and Recreation)

Attachments

Resolution

Amendment Fishing Pier Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO CONTRACT 25-074 WITH WRIGHT CONTRACTING, INC. FOR CONCORD PARK FISHING PIER UPGRADES IN THE AMOUNT OF $27,962.00.

RESOLUTION: R-26-1-701

REQUESTED BY: PARKS & 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, by means of Resolution R-25-3-701, the Knox County Commission approved a contract in the amount of $384,000.00 with Wright Contracting, Inc., designated as Knox County Contract No. 25-074, for the provision of Fishing Pier upgrades to the Concord Park Fishing Piers (the "Contract"); and

WHEREAS, Knox County and Wright Contracting, Inc. desire to enter into an amendment to the Contract to provide for the replacement of the existing bulkhead wall at a cost of $27,962.00, as further detailed in the attached amendment to the Contract.

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

The Amendment to Contract No. 25-074 with Wright Contracting, Inc. for the Concord Park Fishing Pier upgrades 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 Amendment to Contract No. 25-074 with Wright Contracting, Inc. for the Concord Park Fishing Pier upgrades 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

Amendment to Contract No. 25-074

Knox County Government
and
Wright Contracting, Inc.

This Amendment to Contract No. 25-074 is made and entered into by and between Knox County Government ("Knox County"), and Wright Contracting, Inc. ("Contractor").

WITNESSETH:

WHEREAS, Knox County and Contractor have previously entered into a certain Agreement designated Contract No. 25-074, dated April 3, 2025, for a Fishing Pier for Knox County Parks (hereinafter referred to as the "Agreement"):

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Knox County and Contractor agree to amend their Agreement as follows:

1. **Addition of a Replacement Bulkhead Wall with New, Engineered, Bulkhead Wall As Per The Attached Price Summary: $27,962.00**

Except as hereby modified, all other terms and conditions of the original Agreement between Knox County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 25-074 to be executed on the day and year indicated below.

Knox County Government

By: _____
Glenn Jacobs
Knox County Mayor

Contract No. _____
Approved as to Legal Form

By: _____
(Signature)

_____
(Printed Name)

Date: _____

Wright Contracting, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Wright Contracting
General Contractor

PCO #: 01

Jason Halliburton
Parks & Recreation
2447 Sutherland Ave.
Knoxville, TN 37919

December 11, 2025

Project: Concord East Large Fishing Pier

PO No. 25003998-00

Re: Replacement of existing bulkhead wall with new, engineered, bulkhead wall.

Mr. Halliburton,

We respectfully submit a cost of $27,962.00 for the replacement of the existing bulkhead wall at the newly installed fishing pier.
Includes disconnecting the pier and temporary anchorage, demo existing, excavation and pour back new bulkhead, (upon acceptance we will provide stamped engineered drawings), and reattach the pier.

Please feel free to contact me if you have any questions or require additional information.

Thank you,

Mike Stephenson

Accepted—----------date—------

Knox County

Wright Contracting, Inc.
1116 Farrington Drive | Knoxville, TN 37923
Office (865) 454-1217 | Fax (865) 321-8380

PRICE SUMMARY

Project Number: 2505	Project Name: Knox County Fishing Pier

Name of General contractor:	Wright Contracting, Inc.

Description:	Add a concrete bulkhead wall on the landside to tie the dock to

Proposal Number:	Date Itemized: 11-Dec-25	Page 1 of 1 pages

Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Disconnect pier, demo and pour back new bulkhead, re fasten pier.	Dockmasters	22,500.00

Subtotal:			22,500.00
General Contractor mark-up on Subtotal:	10.0000	% =	2,250.00
Subtotal for General Contractor for work by subcontractors:			24,750.00

Work by General Contractor	
	2,529.80

Subtotal (including Subcontractors and the General Contractor):	27,280

Insurance	2.5000 % =	682

Total:	27,962

Project Number: 2505	Project Name: Knox County Fishing Pier

Work itemized below provided by: Wright Contracting

Proposal Number: 1	Date Itemized: 11-Dec-25	Page 1 of pages

Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Project managment				0.00				0.00	4	hr	55.00	220.00
Supervision				0.00				0.00	16.00	hr	37.50	600.00
Dumpster				0.00	1	ea	550.00	550.00				0.00
Asphalt patch	1	ea	280.00	280.00				0.00	4	hr	35.00	140.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00

Materials	Subtotal	280.00	Equipment		Labor	Subtotal	960.00
9.250	% Sales Tax =	25.90			39.0	% Burden =	374.40
	Cost:	305.90	Cost:	550.00		Cost:	1,334.40

Subtotal of Costs of Materials + Equipment + Labor = $	2,190.30
10% Overhead allowed on costs = $	219.03
Subtotal of Costs + Overhead = $	2,409.33
5% Profit allowed on Costs + Overhead = $	120.47
Total for this change = $	2,529.80

MICHAEL STEPHENSON / KNOX COUNTY FISHING PIER

Knox County Fishing Pier

+ Message

Dashboard | Documents | Files | Messages

Change Order 2578-26

Issue Date December 10, 2025
Expires December 24, 2025

PENDING

Download PDF

PREPARED BY
Daniel Chambers
Tennessee Dock Masters
(423) 354-3000
daniel@waterfront.inc
2204 Encompass Dr, Suite 172, Chattanooga, TN 37421

PREPARED FOR
Michael Stephenson
Michael Stephenson
(865) 437-7646
mstephenson@wrighttn.com
11149 S Northshore Dr, Knoxville, TN 37922, USA

CHANGE ORDER DETAILS
Knox County Fishing Pier
11149 S Northshore Dr, Knoxville, TN 37922, USA

DESCRIPTION	TOTAL
New Concrete Bulkhead	$22,500.00
Temporarily support dock gangway, remove existing bulkhead, excavate area. Pour new concrete bulkhead to specs provided by engineer, re-attach gangway to bulkhead	
TOTAL	**$22,500.00**

PAYMENTS STARTING FROM $371/month on Acorn
Learn More →

TERMS AND CONDITIONS

Tennessee Dock Masters, LLC agrees to complete the work as detailed. All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices.

FILES

Upload

MS TO All Document Viewers
+ Add
Message
Send

COMMENTS

There is no recent activity to display

Any alterations or deviations from the above specifications will become an additional charge over and above the estimate. All agreements are contingent upon weather, accidents, or delays beyond our control.

CONFIRMATION AND AGREEMENT:

Signature by customer on proposal and deposit check confirms acceptance of this bid.

ⓘ Payment Terms:

Fixed Docks:

* 50% due upon signing.
* 50% sure upon completion

MEDIA RELEASE:

Owner shall permit Contractor or person(s) employed or engaged by Contractor, without compensation or consideration to Owner, to take photographs and videos at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor. Such photographs and videos and any accompanying descriptions shall not identify Owner or the property address of the project without the express written consent of Owner.

MATERIAL ESCALATION CLAUSE

Some of the materials to be used or installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the contractor. If a specified material is unavailable or shipment is delayed, contractor shall provide notice and the parties will make a good faith effort to agree to substitute products. If there are increases in the prices of these materials of more than five percent (5%) after execution of this contract, Contractor will pass that cost increase in excess of five percent (5%) to the owner. Any increases will be submitted to the owner as a change order to cover the price increase.

GUARANTEE

Payment of billing is personally guaranteed by the person whose signature appears on this document. The person authorizing the work herein also gives TDM the right to a materialsmen lien if bill is not paid in full within ninety (90) days and hereby verified that they are the owner of said property and has legal authority to enter into this agreement. Past due billing will also have a service charge of 1.5% per month added. Should collection be deemed necessary, the above signed agrees to pay all expenses, to include court costs and reasonable and necessary attorney fees incurred in collecting this debt.

The above specifications, costs, and terms are hereby accepted.

YOUR SIGNATURE

YOUR NAME

Michael Stephenson

✓ Save | ⃠ Decline | Approve

RLA-18018 **R-26-1-702**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Anna Roeder, PARKS AND RECREATION
Department:	PARKS AND RECREATION
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Agreement with The University of Tennessee in which The University of Tennessee students will engage in field internship experiences with the Knox County Parks and Recreation Department.
(Parks and Recreation)

Attachments

Resolution

KCPR UTK Internship Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT WITH THE UNIVERSITY OF TENNESSEE IN WHICH THE UNIVERSITY OF TENNESSEE STUDENTS WILL ENGAGE IN FIELD INTERNSHIP EXPERIENCES WITH THE KNOX COUNTY PARKS AND RECREATION DEPARTMENT.

RESOLUTION: **R-26-1-702**

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 and The University of Tennessee desire to partner to provide field internship experiences within the Knox County Parks and Recreation Department for The University of Tennessee students; and

WHEREAS, the proposed Agreement sets forth the terms and conditions under which The University of Tennessee students will engage in the field internship experiences with the Knox County Parks and Recreation Department.

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

The Agreement with The University of Tennessee for The University of Tennessee students to engage in field internship experiences with the Knox County Parks and Recreation Department 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 The University of Tennessee for The University of Tennessee students to engage in field internship experiences with the Knox County Parks and Recreation Department 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

THIS Agreement is made and entered into as of the latest date set forth under the signatures on the signature page hereof (the "Effective Date") by and between The University of Tennessee on behalf of the named departments identified on Page 4 of the Agreement and Knox County. Hereafter, The University of Tennessee and Knox County may be individually referred to as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the parties are entering into this Agreement to set forth the terms and conditions under which The University of Tennessee students will engage in field internship experiences (the "Program") with the Knox County Parks and Recreation Department ("Training Site").

WHEREAS, the Training Site has appropriate facilities, equipment, and staff for furnishing a supervised field internship program, and

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. **The University of Tennessee agrees as follows**:

1.1 To recommend for placement in field experience only those students who have earned a satisfactory record and have met the minimum requirements established by the University in the Program.

1.2 To assign students to the Training Site only with the students' knowledge and consent.

1.3 To provide the Training Site with copies of current course outlines, course objectives, curriculum philosophy and a list of faculty and their qualifications.

1.4 To extend to authorized representatives of the Training Site an open invitation to visit the University's Program and related curricula and consult with faculty and students in the Program.

1.5 That representatives of the University's Program will be available to the Training Site for assistance and consultation as the need arises.

1.6 The University of Tennessee students will be required to abide by existing rules and regulations of the Training Site, as they pertain to their activities while present at the Training Site.

1.7 The Training Site, in consultation with the appropriate University Program representative, shall have the right to request that the University terminate or request withdrawal of any student whose performance may be unsatisfactory to the Training Site.

1.8 To maintain student professional liability insurance coverage for students or direct the student to have such coverage with limits of $1,000,000 per incident, $3,000,000 aggregate. Certificates indicating effective coverage will be furnished to the Training Site upon request.

1.9 To add the Training Site as an additional insured on its Certificate of Insurance for its students.

1.10 The University agrees to inform Student that Student will be required to meet the Training Site's Human Resource requirements related to, but not limited to, background check and drug screen.

II. **The Training Site agrees as follows**:

2.1 To provide field experience at the facilities to students designated in accordance with paragraphs 1.1 and 1.2.

2.2 To retain responsibility for the supervision of the University's students while they are onsite at the Training Site.

2.3 University students will be expected to attend only those services at the Training Site which are identified as planned educational experiences in the Program.

2.4 To provide a safe learning atmosphere for the University students, including health and safety training if necessary.

2.5 To the extent Training Site generates or maintains educational records relating to participating students, Training Site agrees to comply with FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and shall limit access to only those employees or agents with a need to know. For purposes of this Agreement, the University hereby designates Training Site as a school official with a legitimate educational interest in the educational records of participating students. Training Site is responsible for complying with these requirements to the same extent as University. Without limitation on Training Site's obligation, for any personal information from an education record that is disclosed to Training Site as part of Training Site's performance of services under this agreement, Training Site will not disclose that information to any other party without the prior consent of the parent or eligible student (as applicable). Training Site will indemnify and hold University, its trustees, officers, and employees harmless for any violation of FERPA by Training Site.

2.6 If, in the course of performance of this contract, Training Site receives any personal information of University students, including, but not limited to, names; campus, home, or email addresses; telephone numbers; or other identifying information, Training Site may only use student information for the purposes stated under this contract. Training Site shall not sell or share such personal information with any other entity.

III. **The University and Training Site mutually agree as follows**:

3.1 That no student will be discriminated against on the basis of race, color, age, sex, national origin, religion, height, weight, marital status, sexual orientation, gender identity or expression, or disability that is unrelated to the ability of the student to fully participate in and benefit from the Program, with or without reasonable accommodations, in any aspect of the program.

3.2 That the determination of the number of students to be assigned to the Training Site shall be a joint decision based on staff and space available in named facilities and eligible students enrolled in the program.

3.3 That this document does not limit the Training Site to accept only students from The University of Tennessee into the Program.

3.4 That there will be meetings of representatives of both the University and the Training Site as often as such meetings are beneficial to the coordination and improvement of the Program, and at the convenience of both parties. This may take place by telephone or video conference.

3.5 That there will be ongoing, open communication between the University and the Training Site to ensure understanding of the expectations and roles of both parties in providing student clinical rotation experiences.

3.6 Students shall not be deemed to be employees of the Training Site for purposes of compensation, fringe benefits, workers' compensation or any other purpose; with the exception that specific placements identified as tournament internships shall receive compensation consistent with Knox County Parks and Recreation part time compensation. In the event that Knox County is required to provide workers' compensation benefits to an intern, The University of Tennessee agrees to compensate and indemnify Knox County.

3.7 Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Both The University of Tennessee and Knox County are self-insured and do not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance.

Any and all claims against the University, including the University or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the University shall be expressly limited to claims paid by the Claims Commission pursuant to Tenn. Code Ann. § 9-8-301 et seq.

Any and all claims against Training Site, including its current and former officers, directors, managers, supervisors, employees, servants, attorneys, agents, representatives, predecessors, successors, and assigns in their individual capacities and/or in their official capacities shall be heard in Knox County Circuit Court or the United States District Court for the Eastern District of Tennessee which shall have original and exclusive jurisdiction.

3.8 This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

3.9 In the event no funds are appropriated for the Program in any fiscal year or insufficient funds exist to provide the services, then the Agreement 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.

3.10 The University 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 Program, and all instructions and prohibitive orders issued regarding the Program and shall obtain all necessary permits.

3.11 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.

IV. Term and Termination

This Agreement shall become effective on the Effective Date and shall continue thereafter until terminated by either party upon ninety (90) days' advance written notice of termination; provided, however, that students then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.

V. Notices

Any notice under this Agreement shall be directed to:

Knox County Parks and Recreation:

Name:	Joseph Mack
Title:	Director
Address:	2447 Sutherland Avenue
City/State/Zip:	Knoxville, TN 37919
Phone:	(865) 215-6600
Email:	joseph.mack@knoxcounty.org

The University of Tennessee:

Department:	Office of Procurement Services
Address:	505 Summer Place, UT Tower #1044
City/State/Zip:	Knoxville, TN 37902
Email:	contracts@tennessee.edu

VI. The University of Tennessee Departments

The following University of Tennessee Departments are subject to this Agreement.

Department of Plant Sciences – Turfgrass Science and Management program
College of Education, Health, and Human Sciences
Department of Kinesiology, Recreation, and Sport Studies

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of 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

_____ FEDERICO A. FLORES____
LAW DIRECTOR – Signature LAW DIRECTOR

Date: _____

THE UNIVERSITY OF TENNESSEE

_Assoc Vice Chancellor, Finance & Administration_____
TITLE

_____ _KIM MCCULLOCK_____
AUTHORIZED SIGNATURE Printed Name

Date: _____

RLA-18019 **R-26-1-703**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Anna Roeder, PARKS AND RECREATION
Department:	PARKS AND RECREATION
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	YES

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant in the amount of $23,000.00 from the Christopher & Dana Reeve Foundation for an adaptive trail program. (No local match required)
(Parks and Recreation)

Attachments

Resolution

Knox Co. Outdoors for All - Grant Packet

Notice of Grant Award

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT IN THE AMOUNT OF $23,000.00 FROM THE CHRISTOPHER & DANA REEVE FOUNDATION FOR AN ADAPTIVE TRAIL PROGRAM. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-26-1-703**

REQUESTED BY: **PARKS & 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, the Knox County Parks and Recreation Department has been awarded a grant from the Christopher & Dana Reeve Foundation for an adaptive trail program; and

WHEREAS, the grant award is in the amount of $23,000.00 and requires no local match; and

WHEREAS, the Commission desires to approve the grant award from the Christopher & Dana Reeve Foundation.

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

The Knox County Commission hereby approves a grant in the amount of $23,000.00 from the Christoper & Dana Reeve Foundation for an adaptive trail program.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any contract or other documents which may be required for the acceptance of said grant award, 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 Outdoors for All

2025 Direct Effect 2nd Cycle

Knox County Parks and Recreation

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Knoxville, TN 37919

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Application Form

Application Deadline

Tuesday, October 7th, 2025 AT 11:59 pm EASTERN TIME

READ THIS FIRST **Before You Begin Your Application**

All applicants for the Christopher & Dana Reeve Foundation's *Quality of Life* Grants must carefully review the **full Program Guidelines** before starting the application.

The Program Guidelines outline:

- **Eligibility requirements** for organizations and projects
- **Funding priorities** and restrictions
- **Application process and deadlines**
- **Reporting requirements** for awarded grants

By reviewing these guidelines in advance, you will ensure that your project aligns with our mission and that your application meets all requirements. If you have any questions, **please contact QOL@reeve.org.**

Action Required:

1. Download or access the current **Quality of Life Grant Program Guidelines.**
2. Read the document in full, taking note of eligibility, allowable expenses, and key dates.
3. Read and Review the Language Guide for Discussing People with Disabilities.
4. Only begin your application once you have confirmed that your organization and project meet all stated criteria. (see below)

Incomplete or non-compliant applications will not be considered for funding.

Eligibility Confirmation

- ♣ Organization has 501(c)(3) or eligible nonprofit status.
- ♣ The project is U.S.-based, vendors are U.S. only, and it benefits individuals living with paralysis.
- ♣ No disallowed costs (e.g., food, gifts, individual stipends).
- ♣ Projects serve a minimum of 5 people living with paralysis
- ♣ Applicant is not a current grantee (or has submitted a final report if applicable), and the waiting period is completed.

Project Overview

- ♣ Clear and concise project description provided.
- ♣ The number of individuals with paralysis to be served is stated and justified.
- ♣ Project goals and activities are well-defined.
- ♣ The timeline includes major milestones and the responsible staff.

Evaluation and Sustainability

- ♣ Evaluation methods and outcome measures are explained.
- ♣ Anticipated barriers and mitigation strategies are described.
- ♣ Sustainability plan outlined for post-grant continuation.

Budget

- ♣ The budget form was uploaded with all line items filled for the project timeline for the grant (12 months)
- ♣ Vendor quotes included
- ♣ The budget narrative explains costs clearly.
- ♣ Indirect cost rate justified if above 15% (if used).

Final Review

- ♣ All questions completed in full.
- ♣ Character limits observed (where applicable).
- ♣ The application has been reviewed by a second reader (optional but recommended).

Proposal Description

Paralysis-Focus*

The Christopher & Dana Reeve Foundation is paralysis-focused. As such, Quality of Life grant funding must be targeted to initiatives that will serve individuals living with paralysis, their families, and caregivers.

Paralysis is defined functionally, as: "difficulty and/or inability to use arms and/or legs due to neurological conditions including but not limited to spinal cord injury, traumatic brain injury, stroke, cerebral palsy, multiple sclerosis, ALS, etc."

Answer "yes" or "no" to confirm the statement below:

We confirm that the proposed project will serve individuals living with paralysis, their families and their caregivers.

Yes

Project Name*

Knox Outdoors for All

Project description*

Provide a simple and brief description of the proposed project, which includes **WHY** (project need), **WHO** (beneficiaries), **WHAT** (activities, offerings), and **AMOUNT** (of Reeve funding requested) for your project. Keep it simple, as other specific project components like timeline, goals, impact, etc., are covered under different sections of the application.

***For example,** We operate a community center which houses an adaptive fitness center that is frequented by 72 people living with paralysis every week. All services offered through the community center, including the use of the fitness center, are free of cost for all. There is no other adaptive fitness center within a 50-mile radius. The existing adaptive fitness equipment has outlived its useful life and needs to be replaced. We are requesting $24,999 to purchase one WheelChair Fitness Solution Exercise System and two Spirit CR900 Recumbent Bikes (vendor quotes attached).*

Knox County Parks and Recreation seeks $24,999 from the Christopher & Dana Reeve Foundation to launch Knox Outdoors for All, an initiative designed to make the county's extensive park and trail network more accessible to individuals living with paralysis. Funding will provide four Extreme Motus All-Terrain Wheelchairs for public use, expanding access to outdoor spaces that have traditionally been difficult or impossible for those with mobility limitations to enjoy.

Knox County serves over 480,000 residents and offers hundreds of miles of greenways, trails, and open spaces. Yet, despite its strong recreation infrastructure, many residents with paralysis face barriers due to steep grades, uneven surfaces, and limited accessible pathways. This project directly addresses that gap by providing adaptive equipment that allows users to experience nature alongside their families, friends, and caregivers.

The Extreme Motus All-Terrain Wheelchair is engineered for safe, assisted navigation on challenging terrain including dirt, gravel, sand, and grass. With features like a low center of gravity, rear braking system, and wide all-terrain wheels, it enables inclusive participation in outdoor recreation and community programs.

The beneficiaries of this project will include individuals living with paralysis, their caregivers, and family members—creating opportunities for independence, recreation, and shared experiences that strengthen emotional and physical well-being.

By integrating these chairs into existing recreation programming, Knox Outdoors for All will set a model for accessibility throughout Tennessee, advancing Knox County's mission to ensure that every resident—regardless of mobility—can connect with the outdoors and their community.

Project type*

Select one project type that most closely fits your proposed project from the list below.

Durable Medical Equipment

Independent living and community integration*

Describe how this project will increase independent living for people living with paralysis, and support integration into the physical, cultural, and spiritual communities in which they live.

The Knox Outdoors for All project will significantly enhance independent living and community participation for individuals living with paralysis by removing long-standing barriers to outdoor access. By introducing adaptive all-terrain wheelchairs into Knox County's recreation network, residents with paralysis will gain the ability to safely experience trails, greenways, and open spaces that were previously inaccessible.

Outdoor access is more than recreation—it's a foundation for health, independence, and belonging. Many individuals with paralysis are excluded from nature-based activities that promote physical wellness, emotional balance, and community connection. With this program, participants will be able to join family walks, attend community events, explore nature preserves, and engage in recreational therapy—all in environments that support inclusion rather than limitation.

The Extreme Motus All-Terrain Wheelchairs are designed to provide both physical freedom and social integration. Their versatile design allows users to travel with friends, caregivers, and community groups without needing specialized transportation or infrastructure. This shared experience builds confidence, encourages self-determination, and reduces social isolation—key components of independent living.

By incorporating these adaptive chairs into Knox County's broader parks and recreation programs, the project will help bridge the gap between ability and opportunity, ensuring that people living with paralysis can participate fully in the cultural and community life that defines the region.

Project Goals - Proposed*

Provide at least one major goal of the project as well as a description of what you plan to accomplish.

The primary goal of Knox Outdoors for All is to expand equitable access to outdoor recreation for individuals living with paralysis by providing adaptive all-terrain wheelchairs through Knox County Parks and Recreation.

This project aims to accomplish the following objectives:

Increase Accessibility: Introduce four Extreme Motus All-Terrain Wheelchairs available for community use, allowing residents with paralysis to safely explore trails, parks, and open spaces that were previously inaccessible.

Promote Inclusive Recreation: Integrate the chairs into county programming, such as guided hikes, nature outings, and family recreation events, ensuring that people of all abilities can participate together.

Foster Independence and Well-Being: Empower individuals with paralysis to engage more fully in outdoor activities that promote physical health, social connection, and emotional resilience.

Build a Sustainable Model for Inclusion: Use this initiative as a foundation for long-term accessibility planning, with data and participant feedback guiding future adaptive recreation investments across Knox County.

By establishing a structured and visible adaptive recreation program, Knox Outdoors for All will demonstrate Knox County's commitment to ensuring that every resident—regardless of mobility—has the opportunity to experience the physical, cultural, and social benefits of outdoor engagement.

Will your project take longer than 12 months to complete?*

Please note that for your Direct Effect application to be eligible, project timeline and expenditures must be able to be completed within the 12-month grant period.

No

Timeline, activities and benchmarks*

Project activities and benchmarks must incorporate the entire project timeline; there should be no long-term gaps in activities. Provide a project timeline to include major project activities with proposed start dates, benchmarks, and end dates (from January 2026 to December 2026).

January–March 2026 – Project Launch and Coordination

Finalize procurement of four Extreme Motus All-Terrain Wheelchairs.

Conduct staff training sessions for Knox County Parks and Recreation employees on chair operation, safety, and maintenance.

Identify initial sites for implementation within the county's trail and park system.

April–June 2026 – Community Rollout and Awareness Campaign

Publicly launch the Knox Outdoors for All program through a press release, community events, and social media announcements.

Partner with local disability organizations, rehabilitation centers, and veteran groups to recruit participants and raise awareness.

Begin collecting baseline data on participation and user feedback.

July–September 2026 – Program Expansion and Evaluation

Integrate the adaptive chairs into community recreation programming, including nature walks, outdoor festivals, and wellness initiatives.

Conduct mid-year evaluation to assess accessibility improvements, user satisfaction, and program reach.

Adjust outreach strategies to ensure broad engagement and equitable access.

October–December 2026 – Impact Measurement and Sustainability Planning

Complete year-end usage reports summarizing number of users, frequency of use, and overall program outcomes.

Gather testimonials and stories from participants and caregivers to highlight community impact.

Develop a long-term plan to expand the adaptive recreation program through local funding, sponsorships, and grant opportunities.

By the end of 2026, Knox Outdoors for All will have established a sustainable, countywide model for inclusive outdoor access that empowers individuals living with paralysis and sets the stage for continued growth across Tennessee.

Expected impact*

Describe the extent to which the proposed project/program is likely to have a significant, direct impact on the target population. What difference will the proposed project/program make in the lives of individuals living with paralysis and their families?

The Knox Outdoors for All project will have a transformative impact on individuals living with paralysis and their families by expanding access to the restorative, social, and physical benefits of outdoor recreation. For many residents, the ability to independently navigate natural spaces remains out of reach due to uneven terrain, distance, and lack of adaptive equipment. By introducing four Extreme Motus All-Terrain Wheelchairs into the Knox County Parks and Recreation system, this project will remove those barriers and redefine what participation looks like for individuals with mobility impairments.

The project will create direct, measurable outcomes in three core areas:

Enhanced Physical Access and Independence:
Participants will experience increased mobility and confidence as they explore parks, trails, and greenways that were previously inaccessible. The chairs' all-terrain design allows users to safely traverse grass, gravel, sand, and dirt paths, providing a level of autonomy not possible with traditional mobility devices.

Improved Social and Emotional Well-Being:
Families and caregivers will be able to share outdoor experiences together, fostering deeper emotional bonds and reducing social isolation. By enabling inclusive family outings and group participation, the program enhances both physical and mental health for individuals living with paralysis and their loved ones.

Long-Term Community Inclusion:

Knox County's adaptive recreation program will demonstrate a sustainable model of accessibility, helping to shift local culture toward greater inclusion. The visibility of this program will inspire partnerships with schools, healthcare providers, and community organizations, amplifying awareness and engagement across the region.

Ultimately, Knox Outdoors for All will empower participants to reclaim access to the outdoors—promoting self-determination, belonging, and a renewed sense of possibility.

Impact - # of Individuals with Paralysis - Proposed*

How many people living with paralysis will be served by this project/program during the project period?

40

Impact - individuals living with paralysis*

Indicate how you arrived at this figure and the data sources used.

The estimate of approximately 40 individuals with paralysis served during the first project period is based on demographic data, comparable program benchmarks, and Knox County's population profile.

According to the U.S. Census Bureau (2024), Knox County has a population of roughly 495,000 residents. National data from the Christopher & Dana Reeve Foundation's Paralysis Prevalence Study (2013) indicates that about 1.7% of Americans live with some form of paralysis, resulting from conditions such as spinal cord injury, multiple sclerosis, cerebral palsy, or stroke. Applying this percentage locally suggests that approximately 8,400 Knox County residents experience some form of paralysis.

Given that the Knox Outdoors for All project will initially include Four Extreme Motus All-Terrain Wheelchairs, the estimated reach of 40 individuals reflects a conservative projection for the first year of implementation. This figure accounts for logistical factors such as training, scheduling, and location access, as well as comparable adoption rates from other adaptive outdoor programs in their first year (e.g., Utah State Parks and Nebraska State Parks, which reached 30–50 unique users during early program phases).

In addition to direct individual users, many participants will experience multiple outings across the year—on nature trails, at community events, and during family recreation—leading to a broader cumulative impact through repeated engagement and increased awareness among the disability community.

Is this project geared towards Veterans?*

No

If Yes, How many of the participants are veterans living with paralysis?

Impact - # of Caregivers / Family Members of Individuals with Paralysis - Proposed*

How many caregivers or family members of those living with paralysis will be served by this project/program during the project period?

80

Impact - caregivers and family members of those living with paralysis*

Indicate how you arrived at this figure and the data sources used.

The estimate of approximately 80 caregivers and family members served during the project period is based on both local demographics and participation data from comparable adaptive recreation initiatives.

Each individual using an Extreme Motus All-Terrain Wheelchair typically requires or prefers accompaniment by one to two caregivers, friends, or family members for assistance and companionship. This ratio has been consistently observed in other outdoor accessibility programs, including those operated by Utah State Parks, Nebraska State Parks, and several adaptive recreation nonprofits partnered with Extreme Motus.

For Knox County, where roughly 8,400 residents live with some form of paralysis (based on Reeve Foundation and U.S. Census Bureau estimates), the projected 40 direct participants will likely bring 80 accompanying caregivers or family members into the experience. These companions play a vital role in facilitating safe mobility, emotional support, and inclusion during outdoor recreation.

Beyond direct use, this project is expected to foster ripple effects within the broader family network—helping caregivers gain confidence in facilitating outdoor activities, encouraging shared participation in community events, and reducing the emotional and physical strain often associated with traditional mobility limitations. By enabling shared outdoor access, Knox Outdoors for All will enhance both independence for participants and quality of life for their loved ones.

Age group of participants*

Check the following age group(s) or intended participants in your proposed project. *Please check all that apply.*

0 - 4 years old
5 - 12 years old
13 - 18 years old
19 - 24 years old
25 - 45 years old
46 - 60 years old
61 - 90 years old

Outreach*

Describe how you will reach the intended audience.

For example:
How will you recruit program participants?
How will you make the community aware of the project?

Knox County Parks & Recreation will take a multi-layered approach to outreach to ensure that individuals living with paralysis—and their families—are fully aware of and able to participate in the Knox Outdoors for All program.

The county will begin by leveraging existing local partnerships with community organizations, adaptive recreation groups, and rehabilitation centers in the East Tennessee region. These include connections with area hospitals, physical therapy clinics, and disability resource organizations that already serve individuals with mobility impairments. Through these partnerships, Knox County will distribute program information via flyers, newsletters, and digital communications to directly reach those most likely to benefit.

In addition, the county will coordinate with Extreme Motus, whose national marketing reach exceeds 700,000 followers across social media platforms and generates more than 140 million monthly views. This

collaboration will include shared digital content, video storytelling, and testimonials that highlight real users experiencing outdoor recreation in East Tennessee. These efforts have consistently generated national engagement and have proven successful in other states launching similar accessibility initiatives.

To engage the broader public, Knox County will issue press releases to local and regional news outlets, showcasing the program's role in advancing accessibility and inclusivity in the community. The program will also be promoted through county and city websites, social media pages, and newsletters to reach thousands of residents and community supporters.

Finally, the initiative will include public demonstrations and accessibility days at select parks to introduce the all-terrain wheelchairs to potential users, caregivers, and the public. These events will serve as both recruitment opportunities and powerful community awareness tools—underscoring the county's commitment to making outdoor recreation accessible to all residents.

Through coordinated communication, local partnerships, and national amplification via Extreme Motus, Knox Outdoors for All will ensure broad awareness, consistent participation, and long-term community engagement.

Evaluation and Project Measures - Proposed*

Describe how you will evaluate the project. How will you know if it was successful in meeting its goal(s)? List the major outputs and outcomes of your project. [See the "Guide to Establishing Evaluation Indicators" (link provided here) as well as on our website.]

The Knox Outdoors for All project will use both quantitative and qualitative evaluation methods to measure its success in expanding outdoor access for individuals with paralysis and their families. Evaluation will focus on participation rates, user satisfaction, accessibility outcomes, and broader community impact.

Key Performance Indicators (KPIs):

Utilization Data:
Knox County Parks & Recreation staff will track reservations, usage hours, and participant demographics for each of the four Extreme Motus All-Terrain Wheelchairs. This will include the number of individuals with paralysis served, repeat usage, and the number of caregivers or family members participating.

User Feedback Surveys:
Participants and their caregivers will be asked to complete post-use surveys assessing ease of use, comfort, accessibility, and overall satisfaction. Feedback will help identify successes and areas for improvement, ensuring continuous enhancement of the program.

Accessibility and Inclusion Metrics:
The county will document the number of previously inaccessible trails or recreation areas now accessible through this program, as well as the number of community events, festivals, or outdoor experiences in which the chairs are used.

Community Awareness & Engagement:
Metrics will include social media reach (shares, views, and engagement from both the Knox County and Extreme Motus campaigns), press coverage, and inquiries about program participation.

Partnership Development:
The county will track collaborations formed with hospitals, adaptive sports groups, schools, and nonprofits to measure how the program stimulates new partnerships and accessibility awareness in East Tennessee.

Evaluation Timeline:

January–March 2026: Program launch, staff training, and baseline data collection.

April–August 2026: Mid-year review of usage data and participant feedback; adjustments to outreach and scheduling.

September–December 2026: Full impact analysis, including survey summaries, media reach statistics, and a final report summarizing outcomes and recommendations for program expansion.

Success will be defined by measurable increases in outdoor access and participation for individuals with paralysis, strong satisfaction feedback from users and caregivers, and the establishment of sustained partnerships supporting inclusive recreation in Knox County.

Through these ongoing evaluation efforts, the Knox Outdoors for All initiative will demonstrate tangible improvements in accessibility, independence, and quality of life for residents living with mobility limitations.

Budget Information

Amount Requested*

Enter the amount requested from the Reeve Foundation. *($US)*

Use whole numbers only. Do not include cents, round up to the nearest dollar if appropriate (e.g., $24,958 ***not*** *$24,957.75).*

$24,999.00

Total Proposed Project Budget Amount*

Enter the total budget amount for the entire proposed project. ($US)

$88,700.00

Proposed Project Budget*

Download Budget Template. All applicants are required to submit a completed Proposed Project Budget with this application for the 12-month grant period. Applicants must use the template provided in this application.

Download Template

Complete and upload the Proposed Project Budget template ***in Excel*** using the Project Budget upload button below. Do not upload a PDF version of the Excel document.

Detailed instructions for completing the Proposed Project Budget template are discussed in this budget video tutorial.

KCPR Reeves Foundation Budget Template .xlsx

Budget Narrative*

All applicants are required to submit a budget narrative that describes in detail and provides justification for each budget line item. Applicants must use the template provided in this application. Instructions for completing the Budget Narrative are included in the template. Upload the document using the upload below.

Download Template

KCPR Reeves Foundation Budget Narrative.docx

Vendor Quotes Upload

You must provide a vendor quote for all equipment purchase requests. Upload copies of vendor quotes to support your request using the button below. All vendor quotes must be valid within 3 months of submitting this application.

*For multiple pages, please scan them into **one** document and upload.*

KCPR Reeves Foundation Extreme Motus Quote.pdf

Vendor Quote Confirmation*

We confirm that the vendor quote provided is valid within 3 months of submitting this application.

Yes

Vendor Quotes - Sales Tax*

Please note that the amount requested from the Reeve Foundation and any associated vendor quotes should not include tax. If sales tax is listed on your vendor quote but is NOT being requested from the Reeve Foundation, please confirm below.

If your vendor quote does not include sales tax or no vendor quote has been submitted, please write "N/A"

N/A

PROCUREMENT POLICY

As a requirement of the Reeve Foundation's cooperative agreement with the Administration for Community Living, the Foundation and our grantees must adhere to the Procurement Policy below:

- Purchases of supplies or services less than or equal to $10,000 may be procured using the "micro purchase" method which does not need formal procurement solicitations. All receipts are to be retained for accounting purposes.
- Purchases of $10,001 to $250,000 may be procured using the "small purchase" procurement standards. A minimum of three price quotes is required for any small purchase of services or products.
- Please note that it is ***not required*** that you provide the Reeve Foundation with three price quotes for approval of purchases over $10,000. Those should be kept for your internal records and would need to be provided upon request if needed. If you provide a price or vendor quote to the Reeve Foundation, it is understood that you have followed the policy as described above.

Project Contingency Funding*

Explain how funding requested from this Reeve Foundation grant fits with your overall project budget strategy. If other project funding is pending and subsequently denied, how will the project be funded? What happens if the Reeve Foundation is not able to support the proposed project?

The Christopher & Dana Reeve Foundation grant represents a critical component of Knox County Parks & Recreation's broader strategy to expand adaptive recreation opportunities throughout the region. The requested $15,030 will cover the purchase of three Extreme Motus All-Terrain Wheelchairs, enabling the

county to launch this accessibility initiative and establish a foundation for long-term inclusive outdoor programming.

If Reeve Foundation funding is not awarded, Knox County Parks & Recreation remains committed to implementing this project. The department will pursue a combination of alternative grant opportunities, such as the Honda USA Foundation, Craig H. Neilsen Foundation, and state-level recreation access grants, which align with the county's accessibility and community health goals. Additionally, the program will explore local fundraising partnerships with civic organizations, regional businesses, and adaptive sports groups that have demonstrated a strong interest in supporting inclusive recreation efforts.

Knox County also has the infrastructure and administrative capacity to allocate partial funding through existing parks programming budgets or in collaboration with private sponsors. With the support of Extreme Motus, whose national presence reaches more than 700,000 followers and 140 million monthly views, the county will use storytelling and awareness campaigns to attract both community donations and corporate sponsorships to sustain the initiative.

While Reeve Foundation funding would accelerate program implementation and ensure full-scale impact from the outset, Knox County's leadership and partners are prepared to pursue multiple funding channels to ensure the project's success and sustainability, reflecting a deep, long-term commitment to accessibility and inclusion in public spaces.

Organizational Information

Mission Statement*

Provide your organization's mission statement. *(Three paragraphs or less.)*

Knox County Parks and Recreation creates places to live, laugh, and play. We provide great parks, programs, and places for people to enjoy life. We provide opportunities for all people to play and improve their health. We are committed to providing diverse services and programs that promote a strong sense of community while striving to increase the social, cultural, and physical well-being of our residents and visitors. Knox County Parks & Recreation strives for our programs to be enjoyable, fun, fulfilling, safe, and rewarding for all our residents and visitors. We will continue to leverage our beautiful natural resources to provide an outdoor experience that improves health, stability, and quality of life for not only our residents but also visitors to our county as well.

Description of Organization's History and Capacity*

Briefly describe your organization's history and its capacity to do the proposed project; i.e., how long your organization has been in business; what experience and expertise your organization has in doing the proposed type of work; what makes your organization uniquely qualified to be successful in carrying out this proposed project. *(Four paragraphs or less.)*

Knox County Parks and Recreation serves the community of Knox County, TN, with a mission to enhance the quality of life through the development, maintenance, and accessibility of parks, recreational facilities, and outdoor spaces. Our department oversees more than 62 parks, greenways, and community centers, offering residents a wide range of recreational, educational, and wellness programs year-round. We have successfully implemented numerous capital improvement projects, including park renovations, trail expansions, playground upgrades, and facility enhancements. Our team has extensive experience managing public resources, coordinating with contractors, engaging the community, and ensuring that projects are completed on time and within budget. We also work closely with civic organizations and volunteers to maximize the impact of every initiative. Our department is staffed with experienced professionals, including certified parks

and recreation professionals and executives, as well as project coordinators. This multidisciplinary team brings the technical skills and leadership necessary to plan, design, and execute the proposed project. We also maintain long-standing relationships with reputable vendors and contractors who are familiar with our standards and expectations. Knox County Parks and Recreation is uniquely positioned to carry out this project due to our deep understanding of the community's recreational needs and our proven track record of delivering high-quality, inclusive public spaces. Our commitment to stewardship, equity, and long-term sustainability ensures that any improvements made through this grant will serve residents for generations to come.

Center for Independent Living Status*

Choose **one** of the answers below:

Applicant Organization is neither a CIL or an association of CILs

Total Annual Operating Budget of the Organization*

Provide your organization's total operating budget amount for the current year *($US).*

$7,395,220.00

Federal Audit Requirements*

Is your organization required to file an annual single audit?

No

Organizational Federal Expenditures*

Please indicate if your organization receives federal program funding for expenditure categories listed in the Catalog of Federal Domestic Assistance (CFDA).

No

Federal Funding Annual Total*

$0.00

Federal Funding Q1*

Did your organization receive 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Federal Funding Q2*

Did your organization receive $30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Previous Reeve Foundation requests*

Select one from the list below.

First-time applicant

Prior Reeve Foundation Grantees

If previously awarded a Reeve Foundation grant, please provide:

- the year(s) awarded,
- the amount of funds received,
- the type of grant(s) received (ex. Direct Effect, Priority Impact, etc.), and
- ***an explanation of how this request differs from past QOL grant-funded projects.***

Prior grantees - final report upload

Prior Reeve Foundation Quality of Life grantees should upload a copy of the final report for the last grant received.

Where did you learn about this grant opportunity*

Select one from the list below.

Email announcement

If other, please explain.

Supporting Documentation

Additional Materials

You may upload other supporting documents such as photographs, newspaper clippings, and flyers. Please scan into ***one*** document and upload using the button below.

Additional Supporting Materials

If you need to upload additional supporting materials, please scan into ***one*** document and upload using the upload a file button below.

Cycle Application, Review and Notification Timeline

- Cycle Opens: August 27th, 2025
- **Quality of Life Grants Information Webinar, September 9th at 3:00 p.m. Eastern time (register here)**
- Proposals Due: October 7th, 20205 11:59 p.m. Eastern Time
- External Review: October 21st - November 6th
- Internal Review: Direct Effect: December 9 -10th
- Grants awarded by December 31, 2025

Applicants are encouraged to view the Assistance Webinar on September 9th. The Webinar will be recorded and available on the website.

In adherence with our federal cooperative agreement we are unable to provide programmatic direction or comment on denied applications to organizations applying for Quality of Life grants, as providing direction/giving feedback would be providing an unfair advantage over other applicants.

Thank you for your time, interest and efforts in requesting support from the Christopher & Dana Reeve Foundation for initiatives to support the quality of life for people with paralysis, their families, and their caregivers. We look forward to reading your application and learning about your important work.

File Attachment Summary

Applicant File Uploads

- KCPR Reeves Foundation Budget Template .xlsx
- KCPR Reeves Foundation Budget Narrative.docx
- KCPR Reeves Foundation Extreme Motus Quote.pdf

Christopher & Dana Reeve Foundation - Proposed Project Budget Template

Name of Organization: Knox County Parks and Recreation — Must match application & Budget Narr

Name of Project: Etreme Motus All- Terrain Wheelchairs — Must match application & Budget Narr

Amount Requested (from Reeve Foundation) :$24,999 — Must match application & Budget Narr

Total Project Cost (Cost of the overall project):$81,200 — Must match application & Budget Narr

Itemized Budget All budget lines must have a description in the budget narrative (Word Document).			**Total Cost** (Overall Project Cost)
Personnel Costs			
List all positions by title - **Employees only**, all others are consultants/contractors.		% FTE	
Recreation Asssistants		100	$ 56,160
			$ -
			$ -
Personnel Subtotal			**$ 56,160**
Consultants/Contractors			
Name of Consultant/Contractor (person or company) and a one-sentence description of services.			
			$ -
			$ -
			$ -
Consultants/Contractors Subtotal			**$ -**
Equipment Costs			
Vendor quotes are required and must match itemized cost. Itemize equipment with description, unit cost, quantity as well as discounts, shipping, freight if applicable. ***Do not include tax.***	Cost per Unit	QTY	
Extreme Motus All-Terrain Wheelchair	4500	4	$ 18,000
Shipping	375	2	$ 1,500
5 Point Harness	135	4	$ 540
Equipment Subtotal			**$ 20,040**
Supplies (Misc. items other than equipment)			
Itemize and provide description of supplies (indicate below if vendor quote is attached to support request) - food, water, t-shirts, gift bags or gift cards are NOT allowed.	Cost per Unit	QTY	
Customized Tent/Booth	2000	1	$ 2,000
Ipad	1000	2	$ 2,000
Signage	100	10	$ 1,000
Supplies Subtotal			**$ 5,000**
Travel			

Type of travel and one-sentence description of purpose. Direct reimbursement to participants is NOT allowed.	# of trips	# of travelers	
Airfare (max $500 per person per round trip)			$ -
Train (max $275 per person per round trip)			$ -
Hotel (max $250 per night) :			$ -
Mileage (.70 cents per mile)			$ -
Travel Subtotal			**$ -**
Other Costs			
Item (goods or services) and a one-sentence description of purpose. Maximum allowable indirect cost without NICRA (Negotiated Indirect Cost Rate Agreement) is 15% of direct expense requested.			
			$ -
			$ -
			$ -
Other Costs Subtotal			**$ -**
TOTAL COSTS			**$ 81,200**

% of amount requested based on total project cost			
Funding gap amount (difference between total project cost and amount requested)			$ -
Funding gap %			0%

Explain the funding gap amount: Itemize amount based on funding source and status (committed vs pending)	**$ -**		**Amount Committed**
Internal Funds			$ -
Individuals			$ -
Foundations			$ -
Corporations			$ -
Government - Federal			$ -
Government - State			$ -
Other (specify)			$ -
TOTAL (Funding gap - explained)	**$ -**		**$ -**
TOTAL (Funding gap - unexplained)	**$ -**		

rative (Word Document)

rative (Word Document)

rative (Word Document)

rative (Word Document)

Requested Amount (from Reeve Foundation)
$ 56,160
$ -
$ -
$ 56,160
$ -
$ -
$ -
$ -
$ 18,000
$ 1,500
$ 540
$ 20,040
$ 2,000
$ 2,000
$ 1,000
$ 5,000

$	-
$	-
$	-
$	-
$	**-**
$	-
$	-
$	-
$	**-**
$	**81,200**

100%

Amount Pending	
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	**-**

Christopher & Dana Reeve Foundation

Quality of Life Grants Program
Budget Narrative Requirements

Name of Organization: Knox County Parks and Recreation
Name of Project: Knox Outdoors for All
Amount Requested: $24,999
Total Project Budget: $81,200

The budget narrative must include a description and justification of each budget category and line item presented in your proposed budget. All expenses listed on the budget template should clearly match the items listed in this narrative.

Your budget narrative should detail:

Personnel Costs – List each position that pertains to the project. Provide a brief explanation of each role, how the work of the position will support the purpose and goals of the overall project, and the percent of time committed to the project. Indicate the source of other salary supports if relevant.

Knox County Parks and Recreation would like to request 4 recreation assistants to issue 4 Extreme Motus all-terrain wheelchairs at two of our busiest trails (IC King Park in South Knoxville and Concord Park in West Knoxville) on the weekends Friday – Sunday for 6 hours each day, 52 weekends out of the year. This will allow full access to our most frequented trails in our parks system. The four Recreation Assistants will be trained and supervised by a Certified Recreation Therapist and our ADA Coordinator. We pay our recreation assistants $15 and hour, which is competitive for part time wages in the area. The cost for the four Recreation Assistants to staff and allow for this addition to our programming is $56,160 per year.

Fringe – Fringe benefits are based on the applicant's established formula and are only for the percentage of time devoted to the project. It is important to explain what is included in the benefits package and at what percentage. These costs should only include the fringe costs of the organization's staff and not those of contractors or other third parties.

n/a

Equipment – Provide an explanation of each of the equipment expenses, the quantity to be purchased, and the cost per item. Explain how the equipment is necessary for the success of the project and the procurement method to be used.

Four Extreme Motus all-terrain wheelchairs for use at two of our most popular trails in the area. Each Extreme Motus all-terrain wheelchair can handle grass, dirt, sand, mud, snow and it floats. We are requesting funds to purchase 4 (2 at each location). The project and programming cannot exist without the purchase of all –terrain wheelchairs to provide and inclusive trail experience to all. The cost for each Extreme Motus is $4500, the 5-point harnesses are $135 each and the the cost for shipping is $375 each wheelchair. The total cost for equipment is $20,040.

Consultants/Contractors - Describe the product or services to be provided by the consultant and an estimate of or detailing the exact cost, as well as how their use will support the purpose and goals of the project.

n/a

Supplies - List expendable items by type, the quantity to be used/purchased, and cost per item. Explain the need and relevance to the project.

The supplies requested to be funded are for advertising including but not limited to flyers, handouts and with location information, dates and times. Supplies will also include wheelchair availability signage, iPad to connect to recreation software and booth/tent purchase and customization. The total cost for supplies should only be $5000. This includes signage, custom booth and advertising.

Travel – Explain the reason for travel expenses for project personnel (e.g., staff to training, client interviews, meetings, etc.). Identify all costs involved, as well as the location of travel.

n/a

Other Costs – Enter a description of each budgeted cost item that does not appropriately fit in the above categories. Explain the need for each item, how it will further the objectives of the project, and how the cost estimation was determined.

n/a

Administrative or Indirect Costs – A de minimis indirect cost rate of no more than 15% is allowable. However, if your organization has a Negotiated Federal Indirect Cost Rate Agreement (NICRA) you may include indirect costs at the federally negotiated rate. Please note that a copy of your current NICRA will be required if your application is approved for funding.

n/a

If you include an indirect costs budget line, you may not include overhead costs such as rent, utilities, personnel, supplies, etc., if they are included in the direct cost budget line items above.

Indicate the percentage and total amount of indirect costs requested, noting the federally negotiated rate if applicable.

QUOTE

Valid until Nov 6, 2025

$20,040.00

Extreme Motus
78 E 100 S
Payson, Utah 84651
United States
+1 801-683-9191
ryan@extrememotus.com

QUOTE NUMBER	QT-GJBRT7ZC-0001-2
ISSUE DATE	Oct 7, 2025
EXPIRATION DATE	Nov 6, 2025

QUOTE FOR
Knox County Tennessee
Katie.Huneycutt@knoxcounty.org

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Extreme Motus X3	4	$4,500.00	$18,000.00
5 Point Harness	4	$135.00	$540.00
Shipping	4	$375.00	$1,500.00
	Subtotal		$20,040.00
	Total		$20,040.00

Knox County Parks and Recreation

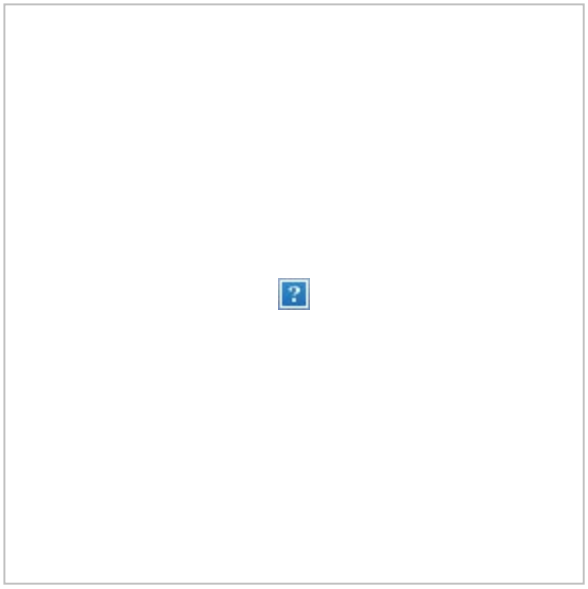
2447 Sutherland Ave, Knoxville, TN 37919

Requests

Search

Date	Process	Project	Type	Status	Granted	Paid
12/19/2025	2025 Direct Effect 2nd Cycle	Knox Outdoors for All	One Time	Follow Up Submitted	$23,000.00	$0.00
				Total	$23,000.00	$0.00

From: Reeve Foundation
To: Katie Huneycutt
Subject: [External]Christopher & Dana Reeve Application - Action Required: Project Selected/Intent to Proceed
Date: Friday, December 19, 2025 3:25:10 PM



Dear Katie:

Thank you for submitting Knox County Parks and Recreation's application to the Christopher & Dana Reeve Foundation's 2025 Direct Effect 2nd Cycle Quality of Life grants program, which is funded through a cooperative agreement with the Administration for Community Living.

We are pleased to inform you that your project, **Knox Outdoors for All**, has been selected for funding based on the recommendations of both our External and Internal Review Committees. A grant in the amount of **$23,000.00**, will be processed upon receipt of your organization's intent to accept the award.

To accept the grant, please log in to our online grants portal and complete the *Intent to Accept* form that has been assigned to your account. This form collects important information, including:

- Payment information
- Authorized signatories for the grant award letter
- Primary and secondary contacts for the project

We cannot begin payment processing or prepare your grant agreement without this completed form.

Once we receive the Intent to Accept form, a formal grant agreement will be available on your dashboard to be downloaded and signed. This agreement outlines grant requirements, including progress reporting schedules (e.g., interim and final reports), and must be signed and returned before funding is disbursed.

Please submit the Intent to Accept form as soon as possible to avoid delays in processing your award. If you have questions or are unable to accept the grant, please contact Maria

Fonseca at **MFonseca@reeve.org** right away.

Congratulations on your selection for a Quality of Life grant! We look forward to working with you and witnessing the impact of your project on the lives of individuals living with paralysis.

Sincerely,

The Quality of Life Grants Team
Christopher & Dana Reeve Foundation

>>>CAUTION<<<

This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.

RLA-18038 **R-26-1-902**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: PROCUREMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract Amendment with FirstBank to exercise the first extension of the Banking Services contract through January 31, 2027, and amend the investment interest rate to the effective federal funds rate minus twelve bps (0.12%) with a floor rate of 0.50%.

(Trustee)

Attachments

Resolution

Contract Amendment

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT AMENDMENT WITH FIRSTBANK TO EXERCISE THE FIRST EXTENSION OF THE BANKING SERVICES CONTRACT THROUGH JANUARY 31, 2027, AND AMEND THE INVESTMENT INTEREST RATE TO THE EFFECTIVE FEDERAL FUNDS RATE MINUS TWELVE BPS (0.12%) WITH A FLOOR RATE OF 0.50%.

RESOLUTION: **R-26-1-902**

REQUESTED BY: **TRUSTEE**

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-21-1-904, the Knox County Commission (the "Commission") approved a Contract with FirstBank, designated as Knox County Contract No. 21-010, for banking services (the "Contract"); and

WHEREAS, the Contract was effective for a five (5) year term beginning February 1, 2021 and ending January 31, 2026 with the option to extend for five (5) additional one (1) year terms; and

WHEREAS, Knox County and FirstBank desire to exercise the first extension to the Contract through January 31, 2027 and amend the investment interest rate to the effective federal funds rate minus twelve bps (0.12%) with a floor rate of 0.50%, as further detailed in the attached proposed Amendment to the Contract; and

WHEREAS, the Commission desires to approve the Amendment to the Contract.

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

The Amendment to Contract No. 21-010 with FirstBank for banking services to extend the contract to January 31, 2027 and amend the investment interest rate 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 Amendment to Contract No. 21-010 with FirstBank for banking services to extend the contract to January 31, 2027 and amend the investment interest rate 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

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

Amendment to Contract No. 21-010

Knox County

and

FirstBank

This Amendment is made and entered into as of the 1st day of February, 2026 by and between Knox County Government ("Knox County"), and FirstBank ("Contractor").

WITNESSETH:

In consideration of the mutual promises and obligations hereinafter set forth to be performed and observed by the County and the Contractor (the "Parties"), the parties hereby covenant and agree as follows:

1. Upon mutual agreement between the County and the Contractor, the Contract is hereby renewed through January 31, 2027. Upon the mutual agreement of the Contractor and County, four (4) additional one (1) year renewal terms may be exercised.

2. Per Exhibit A, the investment interest rate will be the effective federal funds rate as published by the Federal Reserve Bank of New York minus twelve bps (0.12%) with a floor rate of 0.50%.

Except as hereby modified, all other terms and conditions of the original contract between Knox County and FirstBank shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on the date first written above.

Knox County Government

By: _____
Glenn Jacobs
Knox County Mayor

Approved as to Legal Form:

By: _____
Knox County Law Director's Office
Contract Number: _____

FirstBank

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

FirstBank
5537 Kingston Pike, Knoxville, TN | 865.545.5103

January 5th, 2026

Re: Banking Services Renewal and Modification

To: Knox County Procurement, Ben Sharbel
CC: Chief Finance Officer/Co-Chief of Staff, Chris Caldwell
Justin Biggs, Knox County Trustee

Ben Sharbel,

FirstBank has had the privilege to serve Knox County with a contract for banking services since February 1st, 2021 and wishes to continue these services offering superior service, advantageous pricing on a range of products and a premium Earnings Credit Rate (ECR) on deposits.

FirstBank requests the exercise of our contract's first renewal option with the modification of only the ECR.

Due to changing economic factors, with specific consideration to a heightened and decreasing interest rate environment, we request modification of the ECR to better match the market pricing with the following formula:

1. The effective federal funds rate (EFFR) as published by the Federal Reserve Bank of New York minus 12 bps (0.12%), the floor shall remain the same at 0.50%.

FirstBank values the relationship we have built over the years, and we hope to continue our banking relationship for many years into the future. If we can be of any further assistance, please feel free to contact me at any time.

Thank you,

Nathaniel Shelso
FirstBank
5537 Kingston Pike
Knoxville, TN 37919
Office: 865-545-5103
Mobile: 901-484-3790

RLA-18050 **R-26-1-905**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Grant Contract with the State of Tennessee, Department of Disability and Aging for the provision of equipment and supplies for the Corryton Senior Center, which amendment increases the maximum liability of the state under the Grant Contract by $8,857.00 for a total of $33,857.00. (No local match required) **(TO BE ADDED)**

(Senior Services)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF DISABILITY AND AGING FOR THE PROVISION OF EQUIPMENT AND SUPPLIES FOR THE CORRYTON SENIOR CENTER, WHICH AMENDMENT INCREASES THE MAXIMUM LIABILITY OF THE STATE UNDER THE GRANT CONTRACT BY $8,857.00 FOR A TOTAL OF $33,857.00 (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-26-1-905**

REQUESTED BY: **SENIOR SERVICES**

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-25-10-903, the Knox County Commission approved a Grant Contract with the State of Tennessee, Department of Disability and Aging, designated as State Contract 87339, for a Senior Center Grant to purchase equipment and supplies for the Corryton Senior Center (the "Grant Contract"); and

WHEREAS, Knox County and the Tennessee Department of Disability and Aging desire to enter into an amendment to the Grant Contract to increase the maximum liability of the State under the Grant Contract by $8,857.00 for a new total maximum liability of $33,857.00, as further detailed in the attached amendment; and

WHEREAS, this amendment to the Grant Contract does not require a local match from Knox County.

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

Amendment One of Grant Contract 87339 with the State of Tennessee, Department of Disability and Aging for equipment and supplies for the Corryton Senior Center 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 of Grant Contract 87339 with the State of Tennessee, Department of Disability and Aging for equipment and supplies for the Corryton Senior Center 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 #
34401-99566-71	87339	00000000000000087339	1

Contractor Legal Entity Name	Edison Vendor ID
Knox County Government -Corryton Senior Center	0000002830

Amendment Purpose & Effect(s)

Update Maximum Liability; Update Attachment A

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** March 31, 2027

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **+$ 8857**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	$15,932.71				$15,932.71
2027	$17,924.29				$17,924.29
TOTAL:	**$33,857.00**				**$33,857.00**

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.

David Comm

Digitally signed by David Comm
Date: 2026.01.09 17:55:27 -06'00'

CPO USE

Speed Chart (optional)	Account Code (optional)

AMENDMENT ONE
OF GRANT CONTRACT 87339 (Tracking ID: 34401-99566-71)

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Disability and Aging, hereinafter referred to as the "State" and Knox County Government - Corryton Senior Center, 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 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 Thirty-Three Thousand Eight Hundred and Fifty Seven Dollars ($33,857.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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.

2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A 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 once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT -CORRYTON SENIOR CENTER:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF DISABILITY AND AGING:

BRAD TURNER, COMMISSIONER **DATE**

ATTACHMENT A
Page 1

GRANT BUDGET

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 11/1/2025** **END: March 31, 2027**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
	Professional Fee, Grant & Award [2]	$33,857.00	$0.00	$33,857.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals	$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	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$33,857.00	**0.00**	$33,857.00

[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 A
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	$33,857.00
TOTAL	$33,857.00

RLA-18051 **R-26-1-906**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Grant Contract with the State of Tennessee, Department of Disability and Aging for the provision of equipment and supplies for the West Knox Senior Center, which amendment increases the maximum liability of the state under the Grant Contract by $8,857.00 for a total of $18,857.00. (No local match required) **(TO BE ADDED)**

(Senior Services)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF DISABILITY AND AGING FOR THE PROVISION OF EQUIPMENT AND SUPPLIES FOR THE WEST KNOX SENIOR CENTER, WHICH AMENDMENT INCREASES THE MAXIMUM LIABILITY OF THE STATE UNDER THE GRANT CONTRACT BY $8,857.00 FOR A TOTAL OF $18,857.00. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-26-1-906**

REQUESTED BY: **SENIOR SERVICES**

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-25-10-905, the Knox County Commission approved a Grant Contract with the State of Tennessee, Department of Disability and Aging, designated as State Contract 87339, for a Senior Center Grant to purchase equipment and supplies for the West Knox Senior Center (the "Grant Contract"); and

WHEREAS, Knox County and the Tennessee Department of Disability and Aging desire to enter into an amendment to the Grant Contract to increase the maximum liability of the State under the Grant Contract by $8,857.00 for a new total maximum liability of $18,857.00, as further detailed in the attached amendment; and

WHEREAS, this amendment to the Grant Contract does not require a local match from Knox County.

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

Amendment One of Grant Contract 87339 with the State of Tennessee, Department of Disability and Aging for equipment and supplies for the West Knox Senior Center 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 of Grant Contract 87339 with the State of Tennessee, Department of Disability and Aging for equipment and supplies for the West Knox Senior Center 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 #
34401-99566-72	87339	00000000000000087339	1

Contractor Legal Entity Name	Edison Vendor ID
Knox County Government -West Knox County Senior Center	0000002830

Amendment Purpose & Effect(s)

Update Maximum Liability; Update Attachment A

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** March 31, 2027

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **+$ 8857**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	$8,873.89				$8,873.89
2027	$9,983.11				$9,983.11
TOTAL:	**$18,857.00**				**$18,857.00**

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.

David Comm

Digitally signed by David Comm
Date: 2026.01.09 17:55:07 -06'00'

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT ONE
OF GRANT CONTRACT 87339 (Tracking ID: 34401-99566-72)

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Disability and Aging, hereinafter referred to as the "State" and Knox County Government - West Knox County Senior Center, 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 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 Eighteen Thousand Eight Hundred and Fifty Seven Dollars ($18,857.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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.

2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A 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 once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT -WEST KNOX COUNTY SENIOR CENTER:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF DISABILITY AND AGING:

BRAD TURNER, COMMISSIONER **DATE**

ATTACHMENT A
Page 1

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following **Applicable Period:** **BEGIN: 11/1/2025** **END: March 31, 2027**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
	Professional Fee, Grant & Award [2]	$18,857.00	$0.00	$18,857.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals	$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	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$18,857.00	**0.00**	$18,857.00

[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 A
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	$18,857.00
TOTAL	$18,857.00

RLA-18052 **R-26-1-907**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Grant Contract with the State of Tennessee, Department of Disability and Aging for the provision of equipment and supplies for the Halls Senior Center, which amendment increases the maximum liability of the state under the Grant Contract by $8,857.00 for a total of $30,857.00. (No local match required) **(TO BE ADDED)**

(Senior Services)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF DISABILITY AND AGING FOR THE PROVISION OF EQUIPMENT AND SUPPLIES FOR THE HALLS SENIOR CENTER, WHICH AMENDMENT INCREASES THE MAXIMUM LIABILITY OF THE STATE UNDER THE GRANT CONTRACT BY $8,857.00 FOR A TOTAL OF $30,857.00. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-26-1-907**

REQUESTED BY: **SENIOR SERVICES**

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-25-10-906, the Knox County Commission approved a Grant Contract with the State of Tennessee, Department of Disability and Aging, designated as State Contract 87339, for a Senior Center Grant to purchase equipment and supplies for the Halls Senior Center (the "Grant Contract"); and

WHEREAS, Knox County and the Tennessee Department of Disability and Aging desire to enter into an amendment to the Grant Contract to increase the maximum liability of the State under the Grant Contract by $8,857.00 for a new total maximum liability of $30,857.00, as further detailed in the attached amendment; and

WHEREAS, this amendment to the Grant Contract does not require a local match from Knox County.

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

Amendment One of Grant Contract 87339 with the State of Tennessee, Department of Disability and Aging for equipment and supplies for the Halls Senior Center 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 of Grant Contract 87339 with the State of Tennessee, Department of Disability and Aging for equipment and supplies for the Halls Senior Center 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 #
34401-99566-69	87339	00000000000000087339	1

Contractor Legal Entity Name	Edison Vendor ID
Knox County Government -Halls Senior Center	0000002830

Amendment Purpose & Effect(s)

Update Maximum Liability; Update Attachment A

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** March 31, 2027

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **+$ 8857**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	$14,520.95				$14,520.95
2027	$16,336.05				$16,336.05
TOTAL:	**$30,857.00**				**$30,857.00**

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.

David Comm

Digitally signed by David Comm
Date: 2026.01.09 17:55:42 -06'00'

CPO USE

Speed Chart (optional)	Account Code (optional)

AMENDMENT ONE
OF GRANT CONTRACT 87339 (Tracking ID: 34401-99566-69)

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Disability and Aging, hereinafter referred to as the "State" and Knox County Government - Halls Senior Center, 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 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 Thirty Thousand Eight Hundred and Fifty Seven Dollars ($30,857.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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.

2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A 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 once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT -HALLS SENIOR CENTER:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF DISABILITY AND AGING:

BRAD TURNER, COMMISSIONER **DATE**

ATTACHMENT A
Page 1

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following **Applicable Period:** **BEGIN: 11/1/2025** **END: March 31, 2027**				
	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
	Professional Fee, Grant & Award [2]	$30,857.00	$0.00	$30,857.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals	$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	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$30,857.00	**0.00**	$30,857.00

[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 A
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	$30,857.00
TOTAL	$30,857.00

RLA-18053 **R-26-1-908**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to a Grant Contract with the State of Tennessee, Department of Disability and Aging for the provision of equipment and supplies for the South Knoxville Senior Center, which amendment increases the maximum liability of the state under the Grant Contract by $8,857.00 for a total of $25,857.00. (No local match required) **(TO BE ADDED)**

(Senior Services)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF DISABILITY AND AGING FOR THE PROVISION OF EQUIPMENT AND SUPPLIES FOR THE SOUTH KNOXVILLE SENIOR CENTER, WHICH AMENDMENT INCREASES THE MAXIMUM LIABILITY OF THE STATE UNDER THE GRANT CONTRACT BY $8,857.00 FOR A TOTAL OF $25,857.00. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-26-1-908**

REQUESTED BY: **SENIOR SERVICES**

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-25-10-907, the Knox County Commission approved a Grant Contract with the State of Tennessee, Department of Disability and Aging, designated as State Contract 87339, for a Senior Center Grant to purchase equipment and supplies for the South Knoxville Senior Center (the "Grant Contract"); and

WHEREAS, Knox County and the Tennessee Department of Disability and Aging desire to enter into an amendment to the Grant Contract to increase the maximum liability of the State under the Grant Contract by $8,857.00 for a new total maximum liability of $25,857.00, as further detailed in the attached amendment; and

WHEREAS, this amendment to the Grant Contract does not require a local match from Knox County.

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

Amendment One of Grant Contract 87339 with the State of Tennessee, Department of Disability and Aging for equipment and supplies for the South Knoxville Senior Center 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 of Grant Contract 87339 with the State of Tennessee, Department of Disability and Aging for equipment and supplies for the South Knoxville Senior Center 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 #
34401-99566-68	87339	00000000000000087339	1

Contractor Legal Entity Name	Edison Vendor ID
Knox County Government - South Knoxville Senior Center	0000002830

Amendment Purpose & Effect(s)

Update Maximum Liability; Update Attachment A

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** March 31, 2027

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **+$ 8857**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	$12,168				$12,168
2027	$13,689				$13,689
TOTAL:	**$25,857.00**				**$25,857.00**

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.

David Comm

Digitally signed by David Comm
Date: 2026.01.09 17:56:12 -06'00'

CPO USE

Speed Chart (optional)	Account Code (optional)

AMENDMENT ONE
OF GRANT CONTRACT 87339 (Tracking ID: 34401-99566-68)

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Disability and Aging, hereinafter referred to as the "State" and Knox County Government - South Knoxville Senior Center, 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 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 Twenty-Five Thousand Eight Hundred and Fifty Seven Dollars ($25,857.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A 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.

2. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A 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 once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT - SOUTH KNOXVILLE SENIOR CENTER:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF DISABILITY AND AGING:

BRAD TURNER, COMMISSIONER **DATE**

ATTACHMENT A
Page 1

GRANT BUDGET

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: **BEGIN: 11/1/2025** **END: March 31, 2027**

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	$0.00	$0.00	$0.00
	Professional Fee, Grant & Award [2]	$25,857.00	$0.00	$25,857.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$0.00	$0.00	$0.00
	Travel, Conferences & Meetings	$0.00	$0.00	$0.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals	$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	$0.00	$0.00	$0.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$25,857.00	**0.00**	$25,857.00

[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 A
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	$25,857.00
TOTAL	$25,857.00

RLA-18039 **R-26-1-101**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing January as Human Trafficking Prevention Month.
(Commissioner Oster and County Mayor)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, RECOGNIZING JANUARY AS HUMAN TRAFFICKING PREVENTION MONTH.

RESOLUTION: **R-26-1-101**

REQUESTED BY: **COMMISSIONER OSTER & COUNTY MAYOR**

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, human trafficking occurs when a person is recruited, enticed, harbored, transported, provided, purchased, or obtained through force, fraud, or coercion for the purpose of performing labor or providing services (labor trafficking) or engaging in commercial sex acts (sex trafficking); and

WHEREAS, it is estimated that approximately 27.6 million people are trafficked around the world and as many as 2,100 in East Tennessee alone; and

WHEREAS, human trafficking erodes personal safety, dignity, and liberty as well as the health and safety of communities at large; and

WHEREAS, human trafficking does not discriminate based on age, sex, race, color, or national origin, but is, however, grounded in the inequitable conditions of relationships and society and disproportionately affects vulnerable individuals and marginalized communities; and

WHEREAS, the need is great to remove the veil of secrecy that allows human trafficking to thrive, disrupt the systems it depends upon to flourish, and mobilize community support around survivors of human trafficking and help them as they seek to recover and rebuild their lives; and

WHEREAS, a unified response by allied professionals, law enforcement, prosecutors, judges, victims service providers, healthcare professionals, volunteers, and others is needed to provide safety, justice, and healing to survivors, hold offenders accountable, and promote the welfare of the community; and

WHEREAS, the Tennessee Counter-Trafficking Alliance, through the Community Coalition Against Human Trafficking in East Tennessee, exists to educate Tennesseans about the realities and pervasiveness of human trafficking, foster collaborative intervention and prevention efforts, provide comprehensive, trauma-informed aftercare services to survivors, and advocate for more proactive legislation; and

WHEREAS, during Human Trafficking Awareness Month and throughout the year, Knox County is provided an opportunity to celebrate the collaboration and work that has been done while rededicating ourselves to all that is still left to do; to reflect upon and honor the resilience, perseverance, and courage of survivors; and to urge everyone to recognize that we all have an active part to play in protecting the most vulnerable in our communities and ensuring survivors receive the care, support, and services they need.

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

The Knox County Commission and Knox County Mayor hereby recognize the month of January 2026 as Human Trafficking Prevention Month and January 11, 2026, as Human Trafficking Awareness Day, aligning with the State of Tennessee and the rest of the nation in renewing our pledge to remember victims and survivors of human trafficking and in reaffirming our commitment to end their exploitation in communities across Knox County.

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-18042 **23.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

Information

CAPTION

Presentation: Knox County Schools Annual Report.
(Commissioner Jay)

Attachments

No file(s) attached.

RLA-18044 **24.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Presentation: A Christian's Biblical View of Illegal Immigration.
(Commissioner Fox)

Attachments

No file(s) attached.

RLA-18047 **25.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Presentation: Bridge to Safety by Mike Hammond, Criminal Court Clerk.
(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)
(Commissioner Lee)

Attachments

No file(s) attached.

RLA-18048 **26.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Presentation: Rural Metro by Jeff Bagwell. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**

(Commissioner Lee)

Attachments

No file(s) attached.

RLA-17882 **27.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
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

Information

CAPTION

Consideration of the Acceptance of New County Roads:
A) Bogart Lane located in Spring Lake Farms Subdivision Unit 2, District 3.
B) Traphill Lane located in Spring Lake Farms Subdivision Unit 2, District 3.
C) Poplar Grove Lane located in Boulder Point Phase V, District 6.
D) Hunters Knoll Lane located in Hayden Hill 1C, District 6.
E) Smoky Hill Lane located in Hayden Hill 1C, District 6.
F) Tallgrass Lane located in Hayden Hill 1C, District 6.
G) Denali Path Lane located in Denali, District 6.
H) Bisham Wood Lane located in Saint Marc's, District 7.
I) Star Gate Drive located in The Meadows at Shannon Valley Unit 1, District 8.
J) Stoneyhurst Lane located in the Meadows at Shannon Valley Units 1, 2, & 3, District 8.
K) Savant Lane located in The Meadows at Shannon Valley Unit 1, District 8.
L) Fox Point Lane located in The Meadows at Shannon Valley Unit 1, District 8.
(Engineering and Public Works)

Attachments

Spring Lake Farms Unit 2
Boulder Point Phase V

Hayden Hill 1C
Denali
Saint Marc's
The Meadows at Shannon Valley

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Spring Lake Farms Subdivision Unit 2
Developer: Mesana Investments, LLC
Commission District: 3
Inspector: Josh O'Connor
Date: October 28, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Bogart Lane	615 LF	$23,754.99
Traphill Lane	162 LF	$6,257.41
	Total Miles 0.15	Total $30,012.40

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202411270029111.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: Spring Lake Farms Subdivision Unit 2
Inspector: David Willett
Date Surfaced: November 8, 2024

- ✓ 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 # 124-029

Recommended for road acceptance: Yes

_____ 11/3/2025

Land Development Construction Inspector — Date

_____ 11/3/2025

Construction Services Supervisor — Date

TOTAL AREA = 5.76 ACRES
250,802 sq. ft.
INC ROW IS COMMON AREA AND R.O.W.

TOTAL LOTS = 57

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. CLT TAX MAP 092 PART OF PARCEL 053
3. DEED REFERENCES - 20190411-0036798
4. THIS PROPERTY IS ZONED PR <4 DU/AC.
FRONT SETBACK: 20' SIDE SETBACK: 5' OR 0' WHERE SHOWN
REAR SETBACK: 10'
PERIPHERAL SETBACK: 35'
5. THIS PROPERTY DOES NOT LIE WITHIN A 100/500 YEAR FLOOD ZONE PER FIRM FLOOD INSURANCE RATE MAP NUMBER: 47093C0256D EFFECTIVE DATE: MAY 2, 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. 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.
9. 15' PERMANENT UTILITY EASEMENT (7.5' ON EACH SIDE OF ALL WATER AND SANITARY SEWER LINES AS INSTALLED
10. ALL LOTS TO HAVE ACCESS TO INTERNAL ROAD SYSTEM ONLY.
11. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO THE KNOXVILLE-KNOX COUNTY PLANNING'S FILES 8-SA-23-C AND 12-A-23-UR AND DEVELOPMENT PLAN 8-B-23-DP
12. INTERSECTING PUBLIC ROADS MUST OR EXCEED THE SIGHT DISTANCE REQUIREMENT PER SUBDIVISION REGULATIONS SECTION 5.04.J
13. HOMEOWNERS ASSOCIATION DOCUMENTS RECORDED IN INSTRUMENT: _____

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 _____ 11/22/2024

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 Nov 19, 2024

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 Addressing Guidelines and Procedures, and these regulations.

Signed: _____

11/22/2024

Date: _____

Zoning

Zoning Shown on Official Map: PR < 4 DU/AC

Date: 11/22/2024

By: _____

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: _____ FR

Date: 11/22/2024

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.

KUB

Utility Provider

_____ Date: Nov 20, 2024

Authorized Signature for Utility

Certification of Approval of Public Water System - Major Subdivisions

This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.

KUB

Utility Provider

_____ Date: Nov 20, 2024

Authorized Signature for Utility

BEFORE YOU DIG STOP CALL 1-800-351-1111 TENNESSEE ONE CALL 811 IT'S FREE

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

SYMBOL LEGEND	
○	FOUND MONUMENTATION (W = 3/0 & 1/99)
✱	IRON ROD SET (SEE NOTE 1)
▫	CATCH BASIN
▣	JUNCTION BOX
C	HEADWALL
⚠	REFERENCE MARKER (RAILROAD SPIKE IN ASPHALT)
WM	MONUMENT FOUND
SSL	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT

PROJECT HISTORY	
DATE	DETAILS
9/23/2024	Plat and application sent to Knox Planning
9/23/2024	Knox Planning reply with amount of $2,420.00
9/23/2024	Knox planning send corrected fee for payment
9/23/2024	Knox Planning sent receipt of payment and assigned application assigned for number 8-SA-24-C
10/3/2024	Knox Planning, Frankie Ramos sent 18 comments and 5 Knox County Addressing Department comments
10/3/2024	Knox County Engineering and Public Works (KCEPW) Comments received 2 comments requesting information
10/14/2024	Request from KCEPW addressing both comments from KCEPW, a sheet record engineer to show correct plans with the easement actually on Lots 108/109
10/15/2024	Revised plat sent addressing all comments see the HOA information that was not included as part of Phase 1, misdemeanor closure report sent
10/21/2024	Knox Planning sent 5 additional follow up comments and asked for the comments again
10/21/2024	Correct plat sent to Knox Planning addressing the 5 additional comments
10/22/2024	Sent revised plat addressing HOA by adding a note that has a blank for the future HOA recording information
10/22/2024	Knox planning comment, found errors in our drawing report
10/22/2024	Corrected plat and report sent to Knox Planning
10/28/2024	Knox Planning and KCEPW comments, Add's Maintenance number and drainage easements on Lots 108/109
10/29/2024	Email response sent explaining current plat is correct, and KCEPW didn't have the correct grading plan, easement is on Lots 108/109
10/30/2024	Request from KCPS for copy of email from KCEPW approving corrections
10/30/2024	Forwarded Email from KCEPW accepting corrections to KCPS
10/30/2024	Email received to receipt of forwarded email chain. Corrections DEADLINE
11/1/2024	Email and Voicemail left for Knox Planning asking why the November published meeting agenda has this plat as Automatic Postponement (AP)
11/13/2024	

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).

Signed: Amanda Purkey

Date: 11/22/2024

Dept: EPW

Title: Engineer

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 25th day of April 20 24

Signed: Amanda Purkey Date: 11/22/2024

Dept: EPW Title: Engineer

Property owners are responsible for maintenance of stormwater facilities. The covenant for maintenance of stormwater facilities is recorded as instrument #202206030014001

Nick McBride
Register of Deeds
Knox County

Knox County, TN Page: 1 of 1
RECD FOR REC 11/27/2024 3:40 PM
RECORD 1ST: $17.00 #202406050015762
M. TAX: $0.00 T. TAX: $0.00
202411270029111

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: Scott Davis

Signature(s): _____

Date: Nov 19, 2024

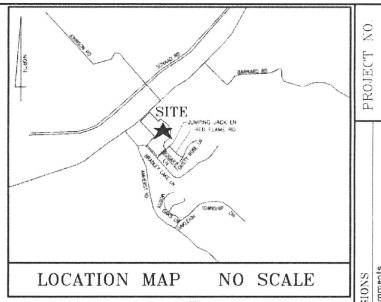
OWNER
EAGLE BEND DEVELOPMENT LLC
11270 TOTTENTREE ROAD
KNOXVILLE, TENNESSEE 37922
PHONE: 865 - 806 - 8008

PERMANENT REFERENCE MARKER COORDINATES

#2 N 603352.43 E 2544061.42

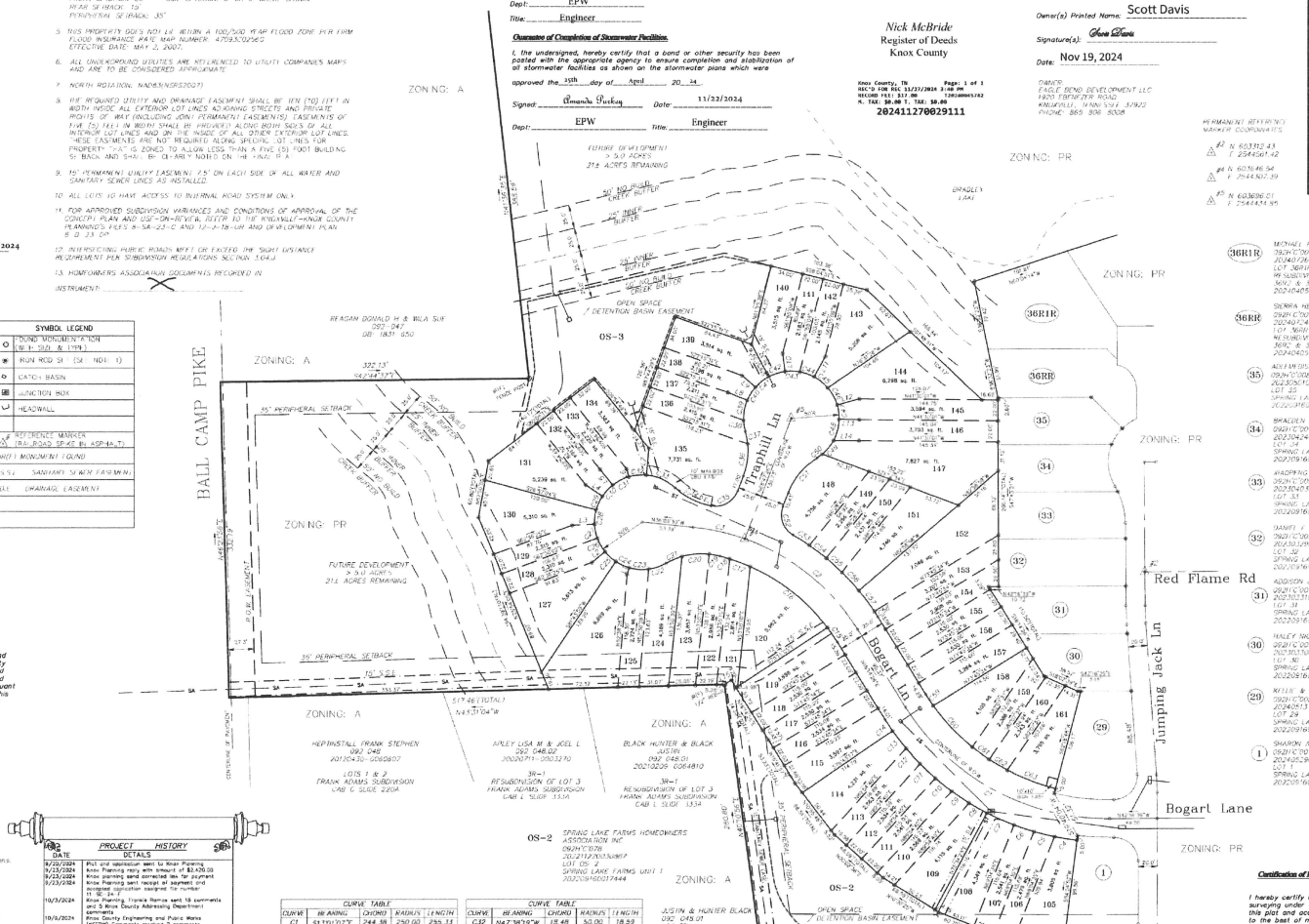
#4 N 603646.54 E 2544502.39

#5 N 603696.01 E 2544434.99



LOCATION MAP NO SCALE

NOTE:
NO TITLE REPORT WAS FURNISHED TO THE SURVEYOR, AND OTHER EASEMENTS AND/OR RESTRICTIONS NOT SHOWN IN THIS PLAT MAY OR MAY NOT EXIST AND MAY BE REVEALED BY A TITLE SEARCH BY A TITLE ATTORNEY.



CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	S13°01'07"E	244.38	250.00	255.13
C2	N03°01'34"W	151.78	230.00	154.68
C3	N29°13'32"W	55.52	250.00	55.66
C4	S32°16'00"E	23.85	275.00	23.86
C5	S27°48'18"E	22.16	275.00	22.17
C6	S23°12'06"E	22.02	275.00	22.02
C7	S17°40'32"E	31.09	275.00	31.10
C8	S12°13'11"E	21.18	275.00	21.19
C9	S07°41'59"E	22.20	275.00	22.20
C10	S03°05'28"E	22.03	275.00	22.04
C11	S01°29'52"W	22.01	275.00	22.01
C12	S06°05'49"W	22.13	275.00	22.13
C13	S10°50'27"W	23.40	275.00	23.40
C14	S14°45'14"W	14.21	275.00	14.22
C15	N11°40'37"E	18.34	205.00	18.34
C16	N03°28'41"W	103.79	205.00	104.41
C17	N21°15'05"W	22.76	205.00	22.77
C18	N25°57'44"W	10.94	205.00	10.94
C19	N31°47'50"W	11.26	75.00	11.27
C20	N47°10'50"W	28.52	75.00	28.69
C21	N64°57'05"W	18.09	75.00	18.14
C22	S80°44'56"E	19.30	50.00	19.41
C23	S75°50'14"E	20.42	50.00	20.57
C24	S17°09'31"E	15.46	50.00	15.52
C25	S00°02'39"W	15.03	50.00	15.09
C26	S16°28'20"W	16.43	50.00	16.49
C27	S36°41'21"W	15.24	50.00	15.30
C28	S54°17'39"W	15.36	50.00	15.43
C29	S72°23'15"W	16.08	50.00	16.15
C30	N89°20'04"W	15.68	50.00	15.75
C31	N69°17'59"W	19.10	50.00	19.22

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C32	N47°38'19"W	18.48	50.00	18.53
C33	N17°50'38"W	32.80	50.00	33.41
C34	S14°58'04"E	42.02	75.00	42.39
C35	S71°13'23"E	32.13	25.00	34.89
C36	N35°28'19"E	34.56	75.00	34.87
C37	N37°02'13"E	13.38	75.00	13.39
C38	S38°46'39"W	12.00	50.00	12.02
C39	S58°03'51"W	21.23	50.00	21.49
C40	S79°50'10"W	16.52	50.00	16.59
C41	N80°23'53"W	17.91	50.00	17.93
C42	N59°49'46"W	17.80	50.00	17.98
C43	N40°36'31"W	15.49	50.00	15.55
C44	N22°31'14"W	15.95	50.00	16.02
C45	N02°48'12"W	19.28	50.00	19.40
C46	N15°50'13"E	20.97	50.00	21.13
C47	N40°34'13"E	14.98	50.00	15.05
C48	ME22°04"E	22.93	50.00	23.14
C49	N86°36'10"E	18.90	50.00	19.01
C50	S78°25'26"E	1.10	50.00	1.13
C51	S87°13'30"E	43.41	75.00	48.26
C52	S28°28'56"W	32.35	25.00	35.18
C53	N09°32'39"W	20.31	250.00	20.31
C54	N64°47'23"E	22.23	250.00	22.27
C55	N00°09'39"E	22.05	250.00	22.05
C56	N03°35'52"E	26.12	250.00	26.24
C57	N11°37'19"E	27.27	250.00	27.28
C58	N15°27'49"E	6.91	250.00	6.92
C59	S14°28'21"W	14.12	225.00	14.13
C60	S04°59'10"W	59.96	225.00	60.14
C61	S05°28'12"E	22.02	225.00	22.03
C62	S11°05'13"E	22.03	225.00	22.04
C63	S20°47'24"E	54.03	225.00	54.16

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N64°28'45"E	7.65
L2	S80°59'40"E	11.71
L3	S44°17'58"E	21.06
L4	S08°21'16"E	21.06
L5	S09°41'18"W	21.03
L6	S31°42'44"W	8.49
L7	S53°00'39"W	28.63
L8	S73°42'16"E	21.67
L9	S60°39'24"E	18.55
L10	S40°28'43"E	18.62
L11	S76°39'24"W	24.08
L12	N48°07'24"W	24.21
L13	N40°48'21"W	21.14
L14	N41°30'11"W	26.67
L15	S72°45'34"E	8.36

LINE LEGEND	
	ZERO SETBACK LOT LINE
SA	SIDE YARD SETBACK LINE
ST	STORM SEWER LINE
	SANITARY SEWER CASE
	DRAINAGE EASE.
	DETENTION BASIN

APPROVED VARIANCES (08/08/2023)

VARIANCES

1. Reduce the minimum of drainage from 25 ft to a minimum of 15 ft. as shown on the Canopy Plat for lots 126-135, 136-143, 143, 144-147.

ALTERNATIVE DESIGN STANDARDS REQUIRING KNOXVILLE - KNOX COUNTY PLANNING COMMISSION APPROVAL

1. Reduce the minimum of drainage from 25 ft to a minimum of 20 ft. as shown on the Canopy Plat for lots 105-108, 118, 119-121, 125, 126, 127, 144-146, 148, 149-150, 152-156, and 158-160.

ALTERNATIVE DESIGN STANDARDS REQUIRING KNOX COUNTY ENGINEERING AND PUBLIC WORKS APPROVAL

1. Increase the vertical alignment grade from 1 to 1.25 percent on Road A at the vertical road curve intersection.

2. Increase the maximum intersection grade from 1 to 1.25 percent on Road B at the Road A intersection.

GPS SURVEY NOTE:
ALL BOUNDARY MONUMENTS AND SURVEY CONTROL WAS PERFORMED USING GPS RECEIVER OBSERVATIONS IN A STATIC MODE. ALL VECTORS WERE HELD FIX AND ALL 3-D MINIMALLY CONSTRAINED ADJUSTMENTS WERE PERFORMED BASED ON THE TDOT GRID NETWORK NAD83(NSRS2007) VERTICAL DATUM IS NAVD88. ESTIMATED PRECISION OF THE GPS WORK WAS 1 CM PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED). DISTANCES HAVE NOT BEEN REDUCED TO GRID.

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, and benchmarks and property monuments upon completion of the subdivision.

Registered Land Surveyor _____

Tennessee License No. 2447

Date: 9-16-2024

Certification of Class and Accuracy of Survey

I HEREBY CERTIFY THAT THIS IS A CATEGORY "A" 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: 9-16-2024

BRIAN S. LYNCH TENNESSEE REGISTERED LAND SURVEYOR 2447 9/16/2024

SURVEY FOR:
MESANA INVESTMENTS, LLC
P.O. Box 11315
Knoxville, Tennessee 37919
Phone (865) 806-8008

FINAL PLAT OF:
SPRING LAKE FARMS SUBDIVISION
UNIT 2
District 6, Knox County, Tennessee

11-SC-24-F

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-854-8850 FAX: 865-854-8851 WWW.LYNCHSURVEY.COM

REVISIONS	
1. 10/14/2024 PS Comments	
2. 10/15/2024 PS Comments	
3. 10/21/2024 PS Comments	
4. 10/22/2024 C. CLOSURE ISSUES	
5. ENG. Comments 10/29/2024	
6	

PROJECT NO 4151-13

DRAWN BY: MSTRANGE
CHECKED BY: B. LYNCH
APPROVED BY: B.S.L.
SCALE: 1"=80'
DATE: 09/16/2024

Knox County Tennessee Road Acceptance

Name of Subdivision: Boulder Point Phase V
Developer: MAG Development, LLC.
Commission District: 6
Inspector: David Willett
Date: December 23, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Poplar Grove Ln	857 LF	$33,102.48
	Total Miles 0.16	Total $33,102.48

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202001030044441.

New Road Checklist:

Name of Subdivision: Boulder Point Phase V
Inspector: Unknown
Date Surfaced: November 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 # 118-062

Recommended for road acceptance: Yes

Land Development Construction Inspector — Date: 12/26/25

Construction Services Supervisor — Date: 12/29/25

CERTIFICATE OF OWNERSHIP AND 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 SHOWN AND THAT THE PROPERTY IS FREE OF ENCUMBRANCES EXCEPT TO DESIGNATED RIGHTS-OF-WAY AND/OR GRANT EASEMENT AS SHOWN ON THIS PLAT.

OWNER(S)

PRINTED NAME: Shawn Jenkins, member

SIGNATURE(S): _____, member

DATE: 1-2-20

ZONING SHOWN ON OFFICIAL MAP: PR

DATE: 9/26/19 Sherry Michaux

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ DATE: _____
CITY TAX CLERK

SIGNED: Ed Shouse 9/26/19
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 Hall

DATE: 9-26-19

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.

KNOX COUNTY HEALTH DEPARTMENT: Ronnie Mann (SH)

DATE: 12/9/19

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 FOR VARIANCES WHICH HAVE BEEN APPROVED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES 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 IS IN THE AMOUNT OF 120% OF THE ESTIMATED COST. I HAVE PLACED PERMANENT REFERENCE MARKERS AND MONUMENTS, BENCHMARKS AND PROPERTY MONUMENTS UPON COMPLETION OF THE SUBDIVISION.

Nick McBride
Register of Deeds
Knox County

REGISTERED LAND SURVEYOR

TENNESSEE LICENSE NO. 2595 DATE: 11-05-19

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: _____ DATE: 12/9/19

DEPARTMENT: EPW TITLE: DE

GUARANTEE OF COMPLETION OF STORMWATER FACILITIES.

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__.

SIGNED: _____ DATE: 12/9/19

DEPARTMENT: EPW TITLE: DE

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 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, ON THIS

THE 14th DAY OF Feb, 20 19, 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. THIS APPROVAL IS CONDITIONED ON THE ACCEPTANCE BY THE CITY OF KNOXVILLE OR KNOX COUNTY OF THE DEDICATION OF ANY STREET OR OTHER LANDS SHOWN UPON THE PLAT.

SIGNED: _____

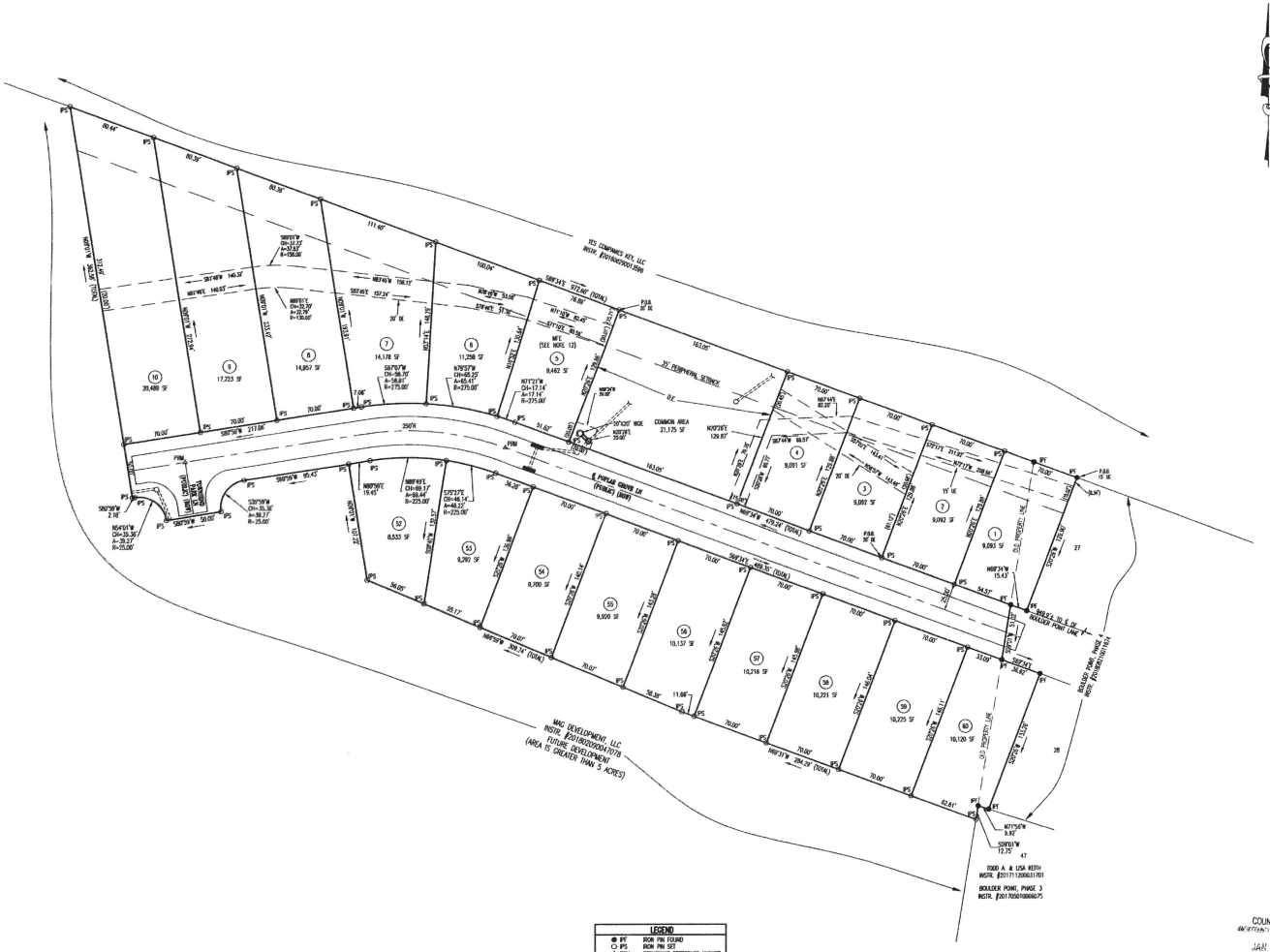
DATE: 1-3-20

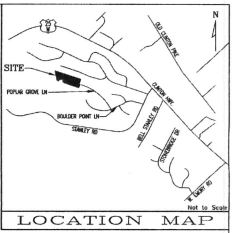
CERTIFICATION OF NO RECORDED EASEMENTS.

THIS IS TO CERTIFY THAT THERE ARE NO KNOWN RECORDED DRAINAGE OR UTILITY EASEMENTS ON LOT LINE(S) BEING ELIMINATED ON THIS SUBDIVISION PLAT.

REGISTERED LAND SURVEYOR

TENNESSEE LICENSE NO. 2595 DATE: 11-05-19





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.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. NORTH IS BASED ON REFERENCE DEED (DEED BOOK 1679, PAGE 211).
5. THIS PROPERTY IS ZONED PR.
6. THIS SUBDIVISION CONTAINS 8.359 ACRES AND IS SUBDIVIDED INTO 19 LOTS, 1 COMMON AREA, AND PUBLIC RIGHT-OF-WAY.
7. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....20'
   SIDES.....5'
   REAR.....15' (UNLESS CONTROLLED BY A 35' PERIPHERAL SETBACK)
8. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT AND USE ON REVIEW PLAN, REFER TO THE METROPOLITAN PLANNING COMMISSION FILES 1-SD-18-C & 1-F-18-UR.
9. THE HOMEOWNERS ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR.#
10. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING STORMWATER FACTIES ON THEIR PROPERTY. THE COVENANTS FOR MAINTAINING STORMWATER FACILITIES ARE RECORDED AS INSTR. #201903180054194.
11. CONSTRUCTION STORMWATER DISCHARGE PERMIT NUMBER IS TNO #135510.

LEGEND

● IPF	IRON PIN FOUND
○ IPS	IRON PIN SET
△ PRM	PERMENANT REFERENCE MARKER
Ⓢ SSMH	SANITARY SEWER MANHOLE
○ CO	CLEAN-OUT
○—○ PP	POWER POLE
—→ GUY	GUIDE WIRE
⋈ WV	WATER VALVE
Ⓦ WM	WATER METER
⋈ GV	GAS VALVE
═══ DP/PC	DRAINAGE PIPE
———	FENCE
—GAS—	GAS LINE
—OHE—	OVERHEAD ELECTRIC
—UGE—	UNDERGROUND ELECTRIC
—W—	WATER LINE
—S—	SANITARY SEWER LINE

2-SH-19-F

DEED REFERENCE: INSTR. #200803310072848
DEED REFERENCE: INSTR. #201802090047078

COUNTERSIGNED:
REGISTER OF PROPERTY DEEDS
JAN 07 2020
JOHN H. WHITMER
BY: _____

Knox County, TN Page: 1 of 1
REC'D FOR REC 1/3/2020 8:31 AM
RECORD FEE: $17.00 120200080201
N. TAX: $0.00 T. TAX: $0.00
202001030044441

OWNER/DEVELOPER
MAG DEVELOPMENT, LLC.
C/O JAMES JENKINS
1400 BRANCH FIELD LANE
KNOXVILLE, TN 37918
PHONE: (865) 388-2753

BRIAN HARDIN
REGISTERED LAND SURVEYOR
TENNESSEE No. 2595
11/05/19

CERTIFICATE OF CATEGORY 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 AND THAT SAID 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. 2595 DATE: 11-05-19

FINAL PLAT
FOR
BOULDER POINT PHASE V

TAX MAP 55, PART OF PARCEL 42
TAX MAP 66DE, PARCEL 18
DISTRICT 6, KNOX COUNTY, TENNESSEE

SCALE: 1" = 50' DATE: 11-05-18

50' 25' 0' 50' 100'

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

24389-5-FP

Q:\24389\PHASE 5\FINAL PLAT\24389-5-FP.DWG

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Hayden Hill S/D Phase 1C
Developer: Hardin Valley Farm Development, Inc.
Commission District: 6
Inspector: David Willett
Date: November 25, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Hunters Knoll Lane	1884 LF	$72,771.38
Smoky Hill Lane	236 LF	$9,115.74
Tallgrass Lane	1441 LF	$55,660.07
	Total Miles 0.67	Total $ 137,547.19

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 201702070048931.

New Road Checklist:

Name of Subdivision: Hayden Hill S/D Phase 1C
Inspector: Unknown
Date Surfaced: 2016

- 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:

_____

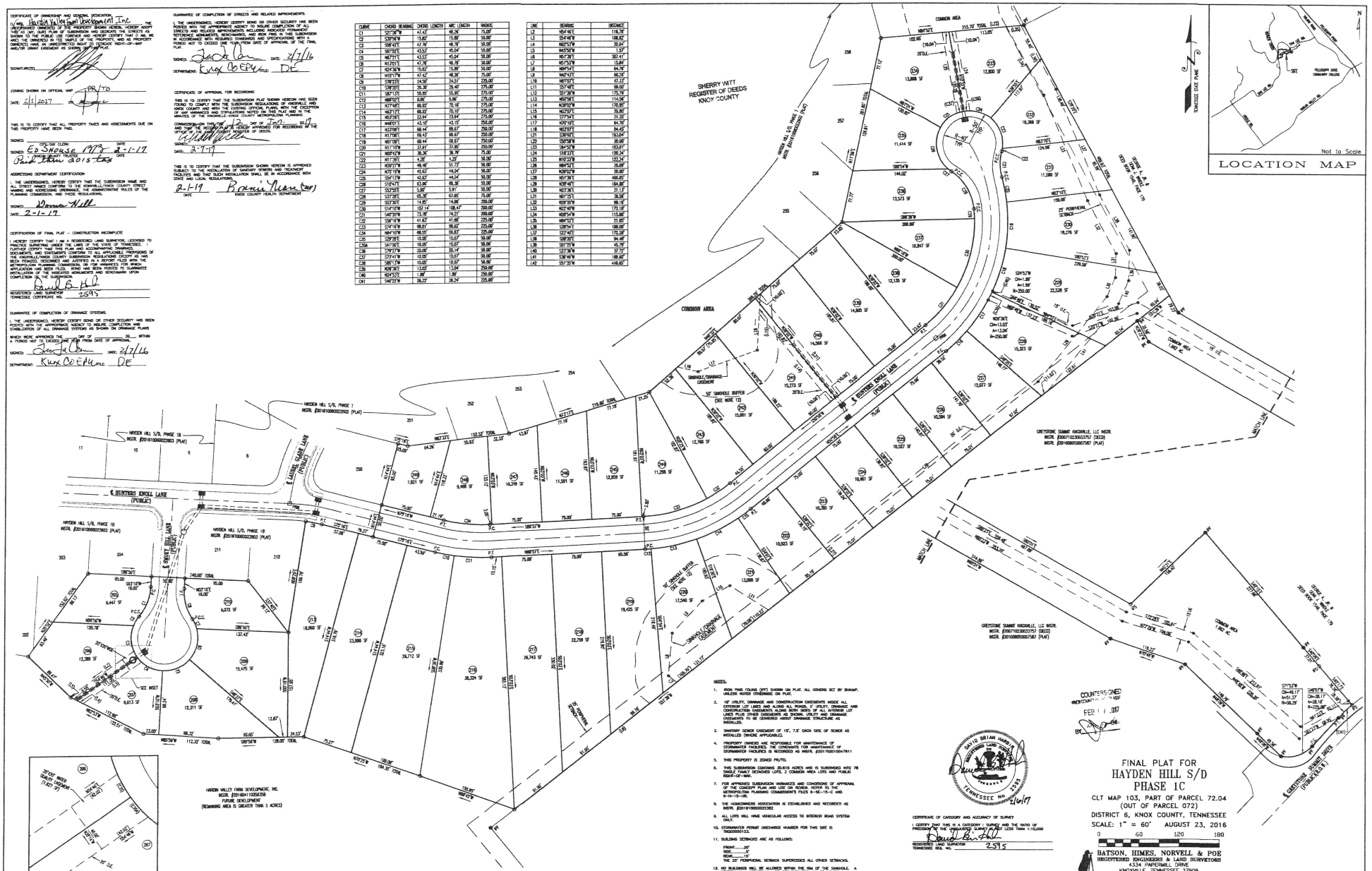
_____

- EPW file # 116-014

Recommended for road acceptance: Yes

_____ 11/26/25
Land Development Construction Inspector — Date

_____ 12/1/25
Construction Services Supervisor — Date



CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION.

I/WE, Hardin Valley Land Development Inc 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 THIS 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) _____

ZONING SHOWN ON OFFICIAL MAP PR/TO

DATE: 2/1/2017 BY: _____

THIS IS TO CERTIFY THAT ALL PROPERTY TAXES AND ASSESSMENTS DUE ON THIS PROPERTY HAVE BEEN PAID.

SIGNED: _____ DATE _____
CITY/TAX CLERK

SIGNED: Ed Shouse 1973 DATE 2-1-17
KNOX COUNTY TRUSTEE

Paid thru 2015 Taxes

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 THOSE REGULATIONS.

SIGNED: Donna Mill

DATE: 2-1-17

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, AND THAT I HAVE FURNISHED A BOND WITH SATISFACTORY SURETY AUTHORITY FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR WHOMEVER'S FOR WHICH APPLICATION HAS BEEN FILED, BOND HAS BEEN POSTED TO GUARANTEE INSTALLATION OF THE INDICATED MONUMENTS AND BENCHMARK UPON COMPLETION ON THE SUBDIVISION.

SIGNED: _____

REGISTERED LAND SURVEYOR
TENNESSEE CERTIFICATE NO. 2595

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 ____, ____, WITHIN A PERIOD NOT TO EXCEED TWO (2) YEARS FROM DATE OF APPROVAL.

SIGNED: _____ DATE: 2/7/16

DEPARTMENT: Knox Co EPU TITLE: DE

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 MONUMENTS, REFERENCE MONUMENTS, BENCHMARKS, AND SIDEWALKS AS SHOWN ON THE SUBDIVISION IN ACCORDANCE WITH REQUIRED SPECIFICATIONS AND SPECIFICATIONS WITH A BOND NOT TO EXCEED ONE YEAR FROM DATE OF APPROVAL OF THE FINAL PLAT.

SIGNED: _____ DATE: 2/7/16

DEPARTMENT: Knox Co EPU TITLE: DE

CERTIFICATE OF APPROVAL FOR RECORDING

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KNOXVILLE/KNOX COUNTY AND WITH THE EXCEPTION OF ANY VARIANCES NOTED HEREON, THIS PLAT IS APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

COMMISSION ON THIS THE 2nd DAY OF Jan., 2017 AND THAT THE NECESSARY BOND HEREBY APPROVED FOR RECORDING BY THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED: _____

DATE: 2-7-17

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.

2-1-19 _____
DATE KNOX COUNTY HEALTH DEPARTMENT

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS
C1	S21°38'?W	47.43'	48.26'	75.00'
C2	S30°56'?W	15.80'	15.88'	50.00'
C3	S06°49'?E	47.76'	48.78'	50.00'
C4	S61°52'?E	43.53'	45.04'	50.00'
C5	N82°29'?E	43.53'	45.04'	50.00'
C6	N13°01'?E	47.76'	48.78'	50.00'
C7	N24°36'?W	15.80'	15.88'	50.00'
C8	N15°17'?W	47.43'	48.26'	75.00'
C9	S78°23'?E	24.59'	24.51'	225.00'
C10	S78°23'?E	26.38'	26.40'	275.00'
C11	S80°13'?E	55.85'	55.86'	275.00'
C12	N88°52'?E	8.86'	8.86'	275.00'
C13	N77°44'?E	69.53'	70.16'	275.00'
C14	N62°12'?E	69.53'	70.16'	275.00'
C15	N53°29'?E	33.64'	33.64'	275.00'
C16	N44°01'?E	43.16'	43.16'	250.00'
C17	N33°09'?E	68.44'	68.61'	250.00'
C18	N15°39'?E	68.43'	68.61'	250.00'
C19	N01°08'?E	68.44'	68.61'	250.00'
C20	N13°10'?W	37.91'	37.95'	250.00'
C21	N05°42'?W	36.36'	36.39'	75.00'
C22	N11°39'?E	4.28'	4.28'	50.00'
C23	N09°27'?W	48.48'	51.73'	50.00'
C24	N25°15'?W	42.63'	44.04'	50.00'
C25	S54°13'?W	42.63'	44.04'	50.00'
C26	S12°47'?E	63.36'	65.38'	50.00'
C27	S53°09'?E	5.90'	5.91'	50.00'
C28	S31°26'?E	65.36'	67.85'	75.00'
C29	S01°30'?E	14.85'	14.86'	200.00'
C30	S14°10'?W	107.14'	108.47'	200.00'
C31	S40°35'?W	73.76'	74.21'	200.00'
C32	S56°14'?W	41.63'	41.68'	225.00'
C33	S74°16'?W	88.61'	88.62'	225.00'
C34	N84°10'?W	68.55'	68.83'	225.00'
C35	S09°28'?E	10.05'	10.07'	50.00'
C35A	S41°39'?E	10.05'	10.07'	50.00'
C36	S78°27'?W	20.06'	20.14'	50.00'
C37	S73°41'?W	10.05'	10.07'	50.00'
C38	S85°17'?W	10.05'	10.07'	50.00'
C39	N08°36'?E	13.05'	13.04'	250.00'
C40	N24°53'?E	1.98'	1.98'	250.00'
C41	S46°22'?W	26.22'	26.24'	225.00'

LINE	BEARING	DISTANCE
L2	N54°46'E	116.78'
L3	S54°46'W	166.65'
L4	N82°53'W	30.84'
L5	N43°50'W	1.53'
L6	N51°38'?E	302.41'
L7	N51°53'?W	15.84'
L8	N09°54'?E	64.76'
L9	N44°43'?E	66.70'
L10	N81°02'?E	47.33'
L11	S51°48'?E	99.06'
L12	S51°38'?W	175.79'
L13	N60°36'?E	114.58'
L14	N39°10'?W	170.95'
L15	N63°01'?E	29.86'
L16	S77°34'?E	31.35'
L17	N79°19'?E	84.76'
L18	N63°01'?E	84.45'
L21	S39°16'?E	153.04'
L22	S39°08'?W	20.08'
L23	S84°52'?W	103.01'
L24	S18°13'?E	120.34'
L25	N19°13'?W	122.24'
L26	N84°52'?E	20.08'
L27	N39°16'?E	20.08'
L28	N51°38'?E	466.85'
L29	N39°16'?E	184.88'
L30	N51°38'?E	31.13'
L31	N61°13'?E	38.58'
L32	N09°19'?W	88.16'
L33	N21°46'?W	173.18'
L34	N08°54'?W	113.88'
L35	N84°52'?E	21.85'
L36	S28°54'?E	188.88'
L37	S21°46'?E	173.28'
L38	S08°28'?E	94.48'
L39	S01°30'?W	42.76'
L40	S23°38'?W	37.72'
L41	S38°49'?W	188.85'
L42	S51°38'?W	448.65'

NOTES:

1. IRON PINS FOUND (IPF) SHOWN ON PLAT, ALL CORNERS SET BY SHMARP, UNLESS NOTED OTHERWISE ON PLAT.
2. 10' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENTS INSIDE ALL PROPERTY LINES, 15' UTILITY, DRAINAGE AND CONSTRUCTION EASEMENT AND CONSERVATION EASEMENT ALONG SOUTH SIDES OF ALL INTERIOR LOT LINES 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. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORMWATER FACILITIES. THE COVENANTS FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTR. [20170201004?811
5. THIS PROPERTY IS ZONED PR/TO.
6. THIS SUBDIVISION CONTAINS 20.815 ACRES AND IS SUBDIVIDED INTO 78 SINGLE FAMILY DETACHED LOTS, 2 COMMON AREA LOTS AND PUBLIC RIGHT-OF-WAY.
7. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE ON REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 9-SE-15-C AND 9-H-15-UR.
8. THE HOMEOWNERS ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR. [20161005002?363
9. ALL LOTS WILL HAVE VEHICULAR ACCESS TO INTERIOR ROAD SYSTEM ONLY.
10. STORMWATER PERMIT DISCHARGE NUMBER FOR THIS SITE IS TNG0055?13.
11. BUILDING SETBACKS ARE AS FOLLOWS:
    FRONT ..... 20'
    SIDE ..... 5'
    REAR ..... 15'
    THE 25' PERIPHERAL SETBACK SUPERCEDES ALL OTHER SETBACKS.
12. NO BUILDINGS WILL BE ALLOWED WITHIN THE RIM OF THE SINKHOLE. A GEOTECHNICAL REPORT WILL BE REQUIRED FOR ANY FOUNDATION DESIRED WITHIN THE 50' BUFFER AREA SURROUNDING THE SINKHOLES. THIS REPORT MAY BE REQUIRED FOR LOTS 219, 220, 221, 222, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, AND 255. THE DATE OF PLAT MUST BE THE DATE OF THE SINKHOLE ON THE LOT.
13. SIGHT DISTANCE EASEMENTS ACROSS LOTS 16 & 44 RESTRICTS STRUCTURES OR VEGETATION THAT MAY IMPEDE THE VISION OF THE TRAVELING PUBLIC.

DAVID BRIAN HARDIN
REGISTERED LAND SURVEYOR
TENNESSEE No. 2595
2/6/17

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 1:253 THAN 1:10,000

_____
REGISTERED LAND SURVEYOR
TENNESSEE REG. NO. 2595

OWNER/DEVELOPER:
HARDIN VALLEY FARM DEVELOPMENT, INC.
c/o DARBY CAMPBELL
308 LETTERMAN RD.
KNOXVILLE, TENNESSEE 37919
PHONE: (865) 588-0321

FINAL PLAT FOR
HAYDEN HILL S/D
PHASE 1C
CLT MAP 103, PART OF PARCEL 72.04
(OUT OF PARCEL 072)
DISTRICT 6, KNOX COUNTY, TENNESSEE
SCALE: 1" = 60' AUGUST 23, 2016

0 60 120 180

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

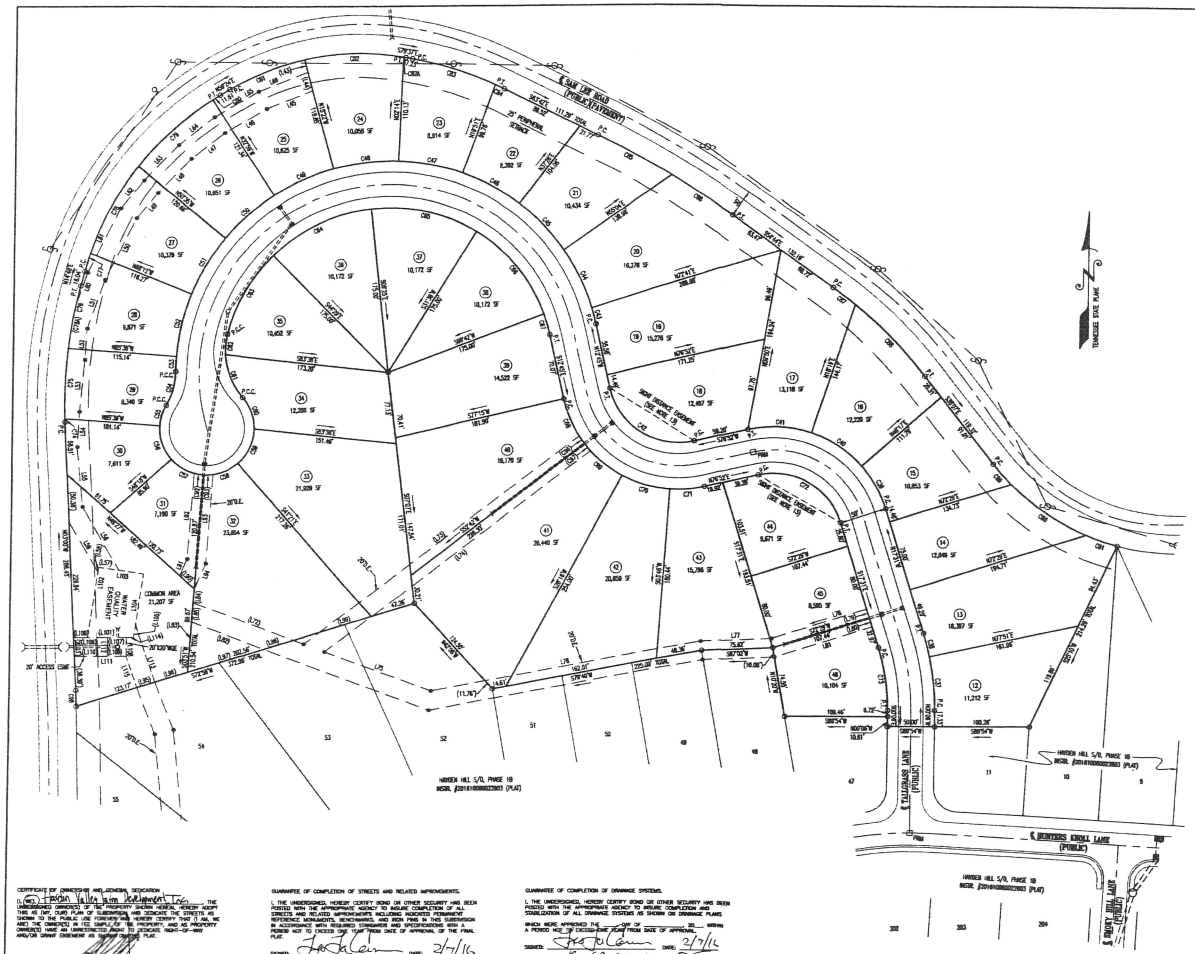
REFERENCE DEED: DEED INSTR #201604110058356

23973-1C-FP1

SHEET 1 OF 2

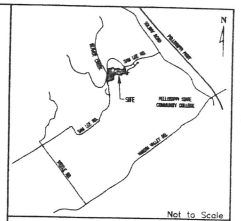
Knox County Page 1 of 2
REC'D FOR REC 02/07/2017 2:14 54PM
RECORD FEE $22.00
N TAX $0.00 T TAX $0.00
201702070049931

1-SH-17-F



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C37	275.00'	57.85'	57.74'	N06°09'18"W
C38	275.00'	25.74'	25.73'	N14°59'19"W
C39	125.00'	52.76'	52.40'	N09°23'39"W
C40	125.00'	85.49'	84.08'	N26°49'47"W
C41	125.00'	48.61'	47.75'	N62°25'39"W
C42	75.00'	118.32'	106.43'	N05°57'39"W
C43	225.00'	17.87'	17.87'	N15°02'18"W
C44	225.00'	88.15'	87.58'	N26°18'44"W
C45	225.00'	88.15'	87.58'	N43°44'18"W
C46	225.00'	88.15'	87.58'	N61°11'18"W
C47	225.00'	88.15'	87.58'	N78°37'18"W
C48	225.00'	88.15'	87.58'	S84°03'42"W
C49	225.00'	88.15'	87.58'	S66°30'42"W
C50	225.00'	88.15'	87.58'	S48°57'42"W
C51	225.00'	88.15'	87.58'	S31°24'42"W
C52	225.00'	88.15'	87.58'	S13°51'42"W
C53	225.00'	15.79'	15.78'	S02°05'18"W
C54	75.00'	37.80'	37.40'	S14°48'18"W
C55	50.00'	23.61'	23.83'	S18°05'18"W
C56	50.00'	26.82'	27.94'	S18°24'41"E
C57	50.00'	39.13'	38.14'	S64°08'41"E
C58	50.00'	39.69'	38.70'	N27°10'25"E
C59	58.00'	42.13'	40.98'	N69°31'11"E
C60	58.00'	36.48'	35.68'	N33°32'18"E
C61	75.00'	50.12'	49.20'	N02°21'18"E
C62	75.00'	21.74'	21.66'	N20°12'12"E
C63	175.00'	97.88'	96.61'	S39°38'18"W
C64	175.00'	116.26'	114.13'	N61°13'25"E
C65	175.00'	116.26'	114.13'	S77°23'51"E
C66	175.00'	116.26'	114.13'	S38°30'51"E
C67	175.00'	23.08'	23.06'	S34°31'31"E
C68	125.00'	53.56'	53.15'	S22°51'51"E
C69	125.00'	53.32'	52.93'	S46°31'51"E
C70	125.00'	53.44'	53.04'	S70°09'51"E
C71	125.00'	36.88'	36.74'	N85°18'18"E
C72	75.00'	110.69'	101.24'	S66°39'31"E
C73	225.00'	88.30'	88.12'	N09°49'48"W
C74	475.00'	3.22'	3.22'	N02°48'48"W
C75	475.00'	75.14'	75.06'	N07°08'54"E
C76	475.00'	97.88'	97.68'	N19°41'41"E
C76A	475.00'	47.75'	47.73'	N09°39'07"E
C77	275.00'	18.80'	18.80'	N04°38'39"E
C78	350.00'	165.74'	105.23'	N08°15'52"E
C79	350.00'	198.44'	195.82'	N41°51'15"E
C80	350.00'	8.24'	8.24'	N26°13'12"E
C81	275.00'	85.54'	85.19'	N05°38'39"E
C82	275.00'	105.18'	104.52'	N05°14'05"E
C82A	270.00'	2.38'	2.38'	S79°36'32"E
C83	350.00'	62.21'	91.98'	S72°28'35"E
C84	325.00'	76.65'	10.84'	S84°31'51"E
C85	1625.00'	88.62'	88.60'	S81°17'12"E
C86	1625.00'	77.37'	77.35'	S84°46'12"E
C87	475.00'	29.71'	29.70'	S02°36'51"E
C88	475.00'	198.88'	198.37'	S14°39'51"E
C89	345.00'	28.84'	28.83'	S41°38'12"E
C90	345.00'	98.68'	98.34'	S50°10'12"E
C91	345.00'	35.18'	35.15'	S37°28'51"E
C92	50.00'	90.00'	10.04'	S89°47'51"E
C93	50.00'	90.00'	10.04'	N00°12'09"E
C94	125.00'	10.01'	10.01'	N07°41'51"E
C95	125.00'	10.01'	10.01'	S35°08'51"E
C96	1630.00'	16.98'	16.98'	N83°28'18"W

LINE	BEARING	DISTANCE
L43	S15°22'E	13.57'
L44	S15°22'E	78.18'
L45	S88°52'W	32.25'
L46	S80°08'W	58.98'
L47	S57°48'W	45.01'
L48	S42°34'W	58.83'
L49	S38°48'W	35.16'
L50	S28°03'W	73.23'
L51	S18°28'W	95.14'
L52	S03°27'W	32.88'
L53	S05°14'W	58.76'
L54	S02°35'W	57.73'
L55	S02°01'E	64.11'
L56	S30°42'E	77.78'
L57	N87°41'W	21.71'
L58	S09°17'W	4.66'
L59	N30°42'W	61.31'
L60	N19°28'E	35.54'
L61	N26°33'E	76.73'
L62	N38°48'E	38.14'
L63	N42°34'E	53.03'
L64	N51°48'E	47.88'
L65	N80°08'E	53.88'
L66	N88°52'E	35.69'
L72	S88°10'E	113.88'
L73	N62°40'E	341.71'
L74	S52°42'W	287.54'
L75	S88°19'E	126.42'
L76	N79°49'E	233.84'
L77	N87°08'E	74.88'
L78	N27°28'E	108.17'
L79	S17°31'E	10.00'
L80	S17°31'E	10.00'
L81	S72°28'W	108.72'
L81A	S87°52'W	76.26'
L82	N88°19'W	81.94'
L82A	N79°49'W	294.20'
L83	N62°31'E	53.88'
L84	N62°31'E	15.12'
L85	N62°31'E	20.88'
L90	N48°27'W	21.66'
L91	N27°28'E	18.24'
L92	N62°31'E	86.76'
L93	S27°31'W	94.46'
L94	S62°30'W	38.28'
L95	S72°28'W	20.00'
L96	N72°28'E	36.18'
L97	N72°28'E	83.94'
L98	S72°28'W	12.66'
L99	S72°28'W	57.78'
L100	N80°08'E	14.73'
L101	S80°08'W	68.88'
L102	N08°13'E	75.98'
L103	S81°41'E	48.49'
L104	S08°13'W	88.88'
L105	N08°13'E	13.33'
L106	N80°08'E	38.34'
L107	N80°08'E	20.00'
L108	S80°08'W	20.00'
L109	S80°08'W	20.00'
L110	S80°08'W	34.98'
L111	N80°08'E	54.98'
L112	S80°08'W	20.00'
L113	S18°17'E	64.61'
L114	N80°08'E	7.68'
L115	N18°17'E	35.67'



LOCATION MAP

NOTES:

1. IRON PINS FOUND (IPF) SHOWN ON PLAT. ALL OTHERS SET BY SHWMP, 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, PLUS OTHER EASEMENTS AS SHOWN. UTILITY AND DRAINAGE EASEMENTS TO BE CENTERED ABOUT DRAINAGE STRUCTURES, AS INSTALLED.
3. SANITARY SEWER EASEMENT OF 15', 7.5' EACH SIDE OF SEWER AS INSTALLED (WHERE APPLICABLE).
4. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORMWATER FACILITIES. THE COVENANTS FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTR. #201710200047011
5. THIS PROPERTY IS ZONED PR/TO.
6. THIS SUBDIVISION CONTAINS 30.815 ACRES AND IS SUBDIVIDED INTO 78 SINGLE FAMILY DETACHED LOTS, 2 COMMON AREA LOTS AND PUBLIC RIGHT-OF-WAY.
7. THE APPROVED SUBDIVISION ORDINANCES AND CONDITIONS OF APPROVAL FOR THE CONCEPT PLAN AND USE ON REVIEW, REFER TO THE METROPOLITAN PLANNING COMMISSION'S FILES 9-SE-15-C AND 9-H-15-UR.
8. THE HOMEOWNERS ASSOCIATION IS ESTABLISHED AND RECORDED AS INSTR. #201610060022362
9. ALL LOTS WILL HAVE VEHICULAR ACCESS TO INTERIOR ROAD SYSTEM ONLY.
10. STORMWATER PERMIT DISCHARGE NUMBER FOR THIS SITE IS TNR090915.
11. BUILDING SETBACKS ARE AS FOLLOWS:

FRONT.....20'
SIDE.....5'
REAR.....15'
THE 20' PERIPHERAL SETBACK SUPERCEDES ALL OTHER SETBACKS.

12. NO BUILDINGS WILL BE ALLOWED WITHIN THE 25% OF THE SINKHOLE. A GEOTECHNICAL REPORT WILL BE REQUIRED FOR ANY FOUNDATION DESIGNED WITHIN THE 30' BUFFER AREA SURROUNDING THE SINKHOLES. THIS REPORT MAY BE REQUIRED FOR LOTS 219, 220, 221, 222, 241, 242, 243, 244, 245, 246, 247 AND 248. FOR THESE LOTS, WILL BE ONE FOOT ABOVE THE RIM OF THE SINKHOLE OR TRAP LOT.
13. SIGHT DISTANCE EASEMENTS ACROSS LOTS 18 & 64 RESTRICTS STRUCTURES OR VEGETATION THAT MAY IMPEDE THE VISION OF THE TRAVELING PUBLIC.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HARDIN VALLEY FARM DEVELOPMENT, INC. THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION, AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER AND HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) IN FEE SIMPLE OF THE PROPERTY, AND AS PROPERTY OWNER(S) HAVE AN UNDERSTANDING OF THE ENGINEERING, RIGHT-OF-WAY AND/OR GRADE DISCREPANCIES AS SHOWN ON THIS PLAT.

SIGNATURE(S)

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 ASSURE 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: 2/7/16

DEPARTMENT: KNOX CO EPW MPC DE

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS.

I, THE UNDERSIGNED, HEREBY CERTIFY BOND OR OTHER SECURITY HAS BEEN POSTED WITH THE APPROPRIATE AGENCY TO ASSURE 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: 2/7/16

DEPARTMENT: KNOX CO EPW MPC DE

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 SUCH VARIANCES AS MAY BE NOTED IN THE MINUTES OF THE COMMISSION, AND THE MINUTES OF THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION, ON THIS THE 12 DAY OF JAN., 20 17 AND THAT THE RECORDING OF SAID PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE KNOX COUNTY REGISTER OF DEEDS.

SIGNED:

DATE: 2-7-17

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.

2-1-17 Bonnie Nelms
DATE KNOX COUNTY HEALTH DEPARTMENT

COUNTERSIGNED
KNOX COUNTY REGISTER OF DEEDS
FEB 07 2017
BY:

OWNER/DEVELOPER:
HARDIN VALLEY FARM DEVELOPMENT, INC.
c/o DARBY CAMPBELL
308 LETTERMAN RD.
KNOXVILLE, TENNESSEE 37919
PHONE: (865) 588-0321

CERTIFICATE OF CATEGORY AND ACCURACY OF SURVEY

I CERTIFY THAT THIS IS A CATEGORY II SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1:10,000

REGISTERED LAND SURVEYOR
TENNESSEE REG. NO. 2595

DAVID BRIAN HAMES
REGISTERED LAND SURVEYOR
TENNESSEE No. 2595
2/5/17

FINAL PLAT FOR HAYDEN HILL S/D PHASE 1C

CLT MAP 103, PART OF PARCEL 72.04
(OUT OF PARCEL 072)
DISTRICT 6, KNOX COUNTY, TENNESSEE
SCALE: 1" = 60' AUGUST 23, 2016

0 60 120 180

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE: (865) 588-6472
FAX: (865) 588-6473
email@bhnp.com

Page 2 of 2
201702070048931

1-SH-17-F

REFERENCE DEED: DEED INSTR.#201604110058356

23973-1C-FP2
SHEET 2 OF 2

Knox County Tennessee Road Acceptance

Name of Subdivision: Denali
Developer: Mesana Investments, LLC
Commission District: 6
Inspector: Duane Nielsen
Date: December 4, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Denali Path Lane	600 LF	$23,175.60
	Total Miles 0.11	Total $23,175.60

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat 202102100065320, and any ROW that may have been dedicated along Hitching Post Drive.

New Road Checklist:

Name of Subdivision: Denali
Inspector: Greg Goin
Date Surfaced: January 13, 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 # 120-026
Recommended for road acceptance: Yes

_____ 12/4/2025
Land Development Construction Inspector — Date

_____ 12/4/25
Construction Services Supervisor — Date

TOTAL AREA = 6.38 ACRES
INCLUDES R.O.W.

TOTAL LOTS = 28

NAD 1983 NAD83 (NSRS2007)

PROPERTY ASSESSOR 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: _____
Date: 2/10/2021

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 by KP

Knox County Trustee: Signed: _____
Date Feb 10, 2021

Zoning

Zoning Shown on Official Map PR
Date: 2-10-21
By: Emily Dalbo

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: Scott Davis
Signature(s): _____
Date: _____ Feb 10, 2021

LOCATION MAP NO SCALE

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.

WEST KNOX UTILITY DISTRICT
Utility Provider
_____ Date: Feb 10, 2021
Authorized Signature for Utility

Certification of Approval of Public Water System - Major Subdivisions

This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.

WEST KNOX UTILITY DISTRICT
Utility Provider
_____ Date: Feb 10, 2021
Authorized Signature for Utility

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
Signed: _____ Date: Feb 10, 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 insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the _____ day of _____, 20____. Feb 10, 2021

Leo LaCamera
Signed: _____ Date: Feb 10, 2021
Dept: EPW Title: DE

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 Feb 10, 2021

Engineering Director Leo LaCamera

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.

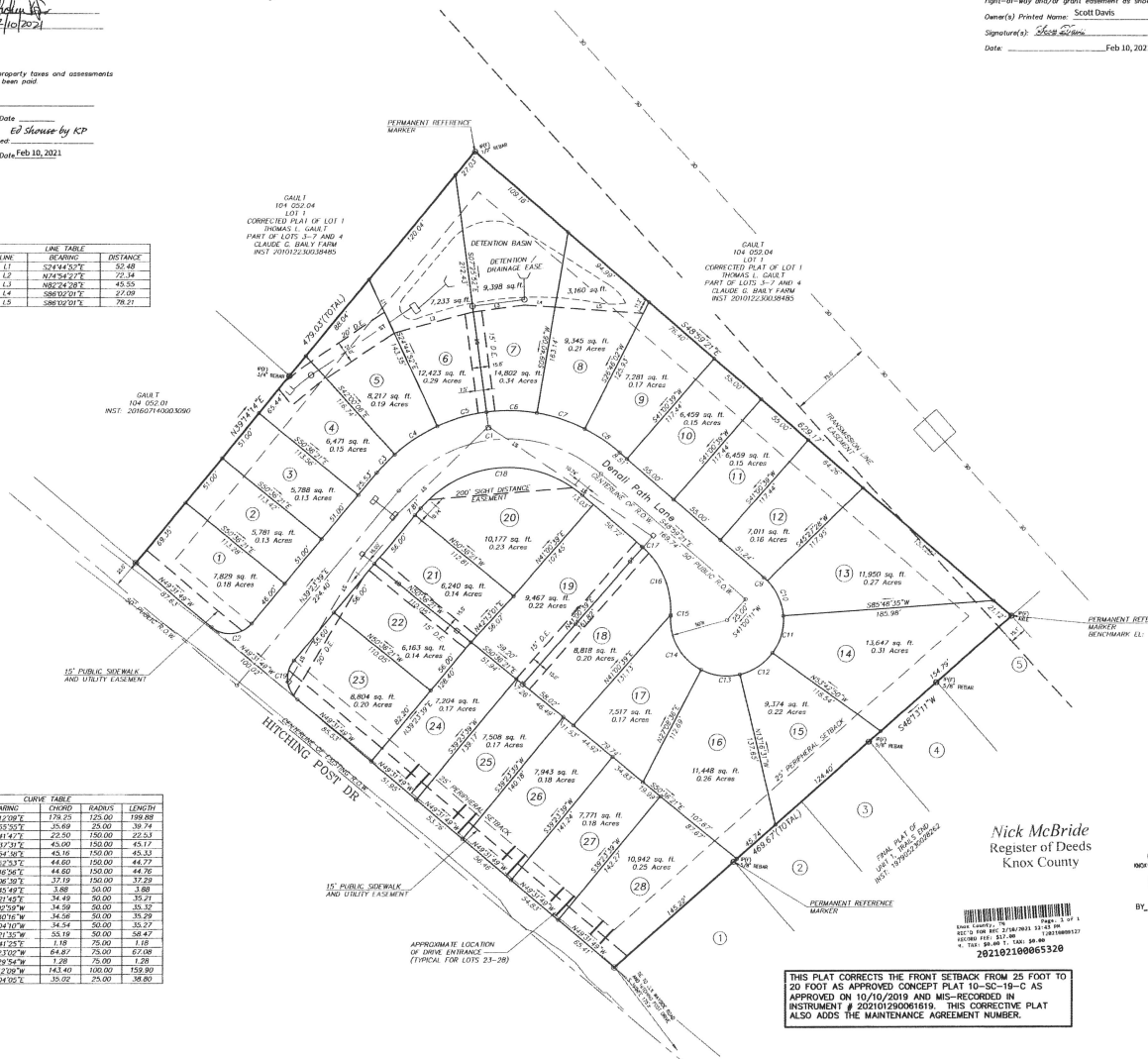
Signed: Amy Brooks
Date: 2-10-21

BEFORE YOU DIG STOP CALL 1-800-351-1111 TENNESSEE ONE CALL IT'S THE LAW

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S24°44'52"E	52.48
L2	N74°54'27"E	72.34
L3	N82°24'28"E	45.55
L4	S86°02'01"E	27.09
L5	S86°02'01"E	78.21

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N85°12'08"E	179.25	125.00	199.88
C2	N84°55'55"E	35.69	25.00	39.74
C3	N43°41'47"E	22.50	150.00	22.53
C4	N56°13'31"E	45.00	150.00	45.17
C5	N73°54'16"E	45.16	150.00	45.33
C6	S80°52'53"E	44.60	150.00	44.77
C7	S71°46'56"E	44.60	150.00	44.76
C8	S58°06'39"E	37.19	150.00	37.29
C9	S46°45'49"E	3.88	50.00	3.88
C10	S24°21'45"E	34.49	50.00	35.21
C11	S16°02'59"W	34.59	50.00	35.32
C12	S56°30'16"W	34.56	50.00	35.29
C13	N83°04'10"W	34.54	50.00	35.27
C14	N29°21'35"W	55.19	50.00	58.47
C15	N03°41'25"E	1.18	75.00	1.18
C16	N22°23'02"W	64.87	75.00	67.08
C17	N48°29'54"W	1.28	75.00	1.28
C18	S85°12'09"W	143.40	100.00	159.90
C19	S05°04'05"E	35.02	25.00	38.80


PERMANENT REFERENCE MARKER
GAULT 104 052.04 LOT 1 CORRECTED PLAT OF LOT 1 THOMAS L. GAULT PART OF LOTS 3-7 AND 4 CLAUDE C. BAILY FARM INST. 201012230038485
DETENTION BASIN
DETENTION DRAINAGE EASE
GAULT 104 052.04 LOT 1 CORRECTED PLAT OF LOT 1 THOMAS L. GAULT PART OF LOTS 3-7 AND 4 CLAUDE C. BAILY FARM INST. 201012230038485
GAULT 104 052.01 INST. 201607140030090
200' SIGHT DISTANCE EASEMENT
Denali Path Lane
CENTERLINE OF PAVEMENT
50' PUBLIC R.O.W.
TRANSMISSION LINE EASEMENT
15' PUBLIC SIDEWALK AND UTILITY EASEMENT
HITCHING POST DR
CENTERLINE OF PAVEMENT
25' PERIPHERAL SETBACK
APPROXIMATE LOCATION OF DRIVE ENTRANCE (TYPICAL FOR LOTS 23-28)
PERMANENT REFERENCE MARKER
PERMANENT REFERENCE MARKER BENCHMARK EL: 1044.69
FINAL PLAT OF Lot 1 CORRECTED PLAT INST. 201902250026142
7,829 sq. ft. 0.18 Acres
5,781 sq. ft. 0.13 Acres
5,786 sq. ft. 0.13 Acres
6,471 sq. ft. 0.15 Acres
8,217 sq. ft. 0.19 Acres
12,423 sq. ft. 0.29 Acres
14,802 sq. ft. 0.34 Acres
9,398 sq. ft.
1,233 sq. ft.
3,160 sq. ft.
9,345 sq. ft. 0.21 Acres
7,281 sq. ft. 0.17 Acres
6,459 sq. ft. 0.15 Acres
6,459 sq. ft. 0.15 Acres
7,011 sq. ft. 0.16 Acres
11,950 sq. ft. 0.27 Acres
13,647 sq. ft. 0.31 Acres
9,374 sq. ft. 0.22 Acres
11,448 sq. ft. 0.26 Acres
7,517 sq. ft. 0.17 Acres
8,818 sq. ft. 0.20 Acres
10,177 sq. ft. 0.23 Acres
9,467 sq. ft. 0.22 Acres
6,240 sq. ft. 0.14 Acres
6,163 sq. ft. 0.14 Acres
8,804 sq. ft. 0.20 Acres
7,204 sq. ft. 0.17 Acres
7,508 sq. ft. 0.17 Acres
7,943 sq. ft. 0.18 Acres
7,771 sq. ft. 0.18 Acres
10,942 sq. ft. 0.25 Acres
479.07' (TOTAL)
409.67' (TOTAL)
185.98'
185.48'
174.40'
145.00'
117.44'
117.45'
117.46'
117.47'
117.48'
117.49'
117.50'
117.51'
117.52'
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117.73'
117.74'
117.75'
117.76'
117.77'
117.78'
117.79'
117.80'
117.81'
117.82'
117.83'

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Saint Marc's SD
Developer: Homestead Land Holdings
Commission District: 7
Inspector: Duane Nielsen
Date: December 4, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Bisham Wood Ln	758 LF	$29,278.51
	Total Miles 0.14	Total $29,278.51

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat 202410080019515, and any ROW that may have been dedicated along Old Clinton Pike.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

New Road Checklist:

Name of Subdivision: Saint Marc's SD
Inspector: Duane Nielsen
Date Surfaced: September 3, 2024

- 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 # 123-064
Recommended for road acceptance: Yes

_____ 12/4/2025
Land Development Construction Inspector — Date

_____ 12/4/25
Construction Services Supervisor — Date

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

TOTAL AREA = 7.86 ACRES
INCLUDES COMMON AREA AND R.O.W.

TOTAL LOTS = 50
BUILDABLE LOTS = 47
COMMON AREA/OPEN SPACE LOTS = 3

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.

SYMBOL LEGEND			
○	IRON ROD (SIZE&TYPE)	⊗	SET MONUMENTATION
Ⓢ	SANITARY MANHOLE	WV	WATER VALVE
GM	GAS VALVE	UP	UTILITY POLE
✥	PERMANENT REFERENCE MARKER		
LINE LEGEND			
— — — — — — — —			P&T OVERHEAD
— — — & — — — & —			GAS LINE
— — — W — — — W —			WATER LINE

Property owners are responsible for maintenance of Stormwater facilities. The covenant for maintenance of stormwater facilities is recorded as instrument # 202405240016792

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N50°28'15"E	11.85	150.00	11.86
C2	N29°27'46"E	86.39	150.00	88.13
C3	S29°16'19"W	95.44	150.00	97.13
C4	S82°15'07"E	35.34	25.00	39.25
C5	N50°13'19"E	9.37	125.00	9.38
C6	N48°20'18"E	0.59	125.00	0.59
C7	N44°46'49"E	14.93	125.00	14.94
C8	N39°31'05"E	51.29	125.00	51.65
C9	N14°12'02"E	15.17	125.00	15.18
C10	S10°50'25"W	0.73	175.00	0.73
C11	S15°09'17"W	25.61	175.00	25.63
C12	S23°41'53"W	26.54	175.00	26.56
C13	S31°39'00"W	22.00	175.00	22.01
C14	S39°37'18"W	26.66	175.00	26.68
C15	S46°54'21"W	11.70	175.00	11.71
C16	S55°15'13"W	12.94	50.00	12.97
C17	S74°39'58"W	20.76	50.00	20.91
C18	N75°56'11"W	29.93	50.00	30.40
C19	N00°31'35"E	98.29	50.00	138.54
C20	S81°22'10"W	36.43	75.00	36.80
C21	S62°08'37"W	29.06	75.00	29.24
C22	S48°23'41"W	4.13	75.00	4.13
C23	S44°02'44"W	16.47	125.00	16.48
C24	S31°40'11"W	28.73	125.00	28.79
C25	S18°53'45"W	35.55	125.00	35.67
C26	N10°57'46"E	1.47	175.00	1.47
C27	N14°49'15"E	22.08	175.00	22.09
C28	N22°02'40"E	22.02	175.00	22.03
C29	N30°19'15"E	28.49	175.00	28.52
C30	N40°54'09"E	36.03	175.00	36.12
C31	N47°30'34"E	4.24	175.00	4.24
C32	N50°02'47"E	11.25	175.00	11.26
C33	N52°19'48"E	2.69	175.00	2.69
C34	S07°44'53"W	35.37	25.00	39.29

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.35	N52°46'15"E
L2	31.08	S29°26'56"E
L3	11.57	N24°40'47"W
L4	17.88	S47°49'20"W
L5	5.55	S47°49'20"W
L6	17.69	S04°40'14"E
L7	5.27	S52°46'15"W

Knox County Department of Engineering and Public Works

The Knox County Department of Engineering and Public Works hereby approves this plat on this the 7th *day of 20* 24

Engineering Director Amanda Pusey for Jim Snowden

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* Aug 29, 2024

BEFORE YOU DIG STOP CALL 1-800-351-1111 TENNESSEE ONE CALL IT'S THE LAW

GRAPHIC SCALE
0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

Certification of Approval of Public Sanitary Sewer System - Major Subdivisions

I hereby certify that the utility provider was contacted by the developer or owner of the property to determine the status of the public sanitary sewer system and the public sanitary sewer system was installed, or will be installed, in accordance with State and local regulations.

Hallsdale-Powell Utility District
Utility Provider
Derek Frear
Authorized Signature for Utility *Date:* Aug 29, 2024

Certification of Approval of Public Water System - Major Subdivisions

I hereby certify that the utility provider was contacted by the developer or owner of the property to determine the status of the public water system and the public water system was installed, or will be installed, in accordance with State and local regulations.

Hallsdale-Powell Utility District
Utility Provider
Derek Frear
Authorized Signature for Utility *Date:* Aug 29, 2024

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).

Signed: Amanda Pusey
Date: 10/7/2024
Dept: EPW
Title: Engineer

Guarantee of Completion of Stormwater Facilities.

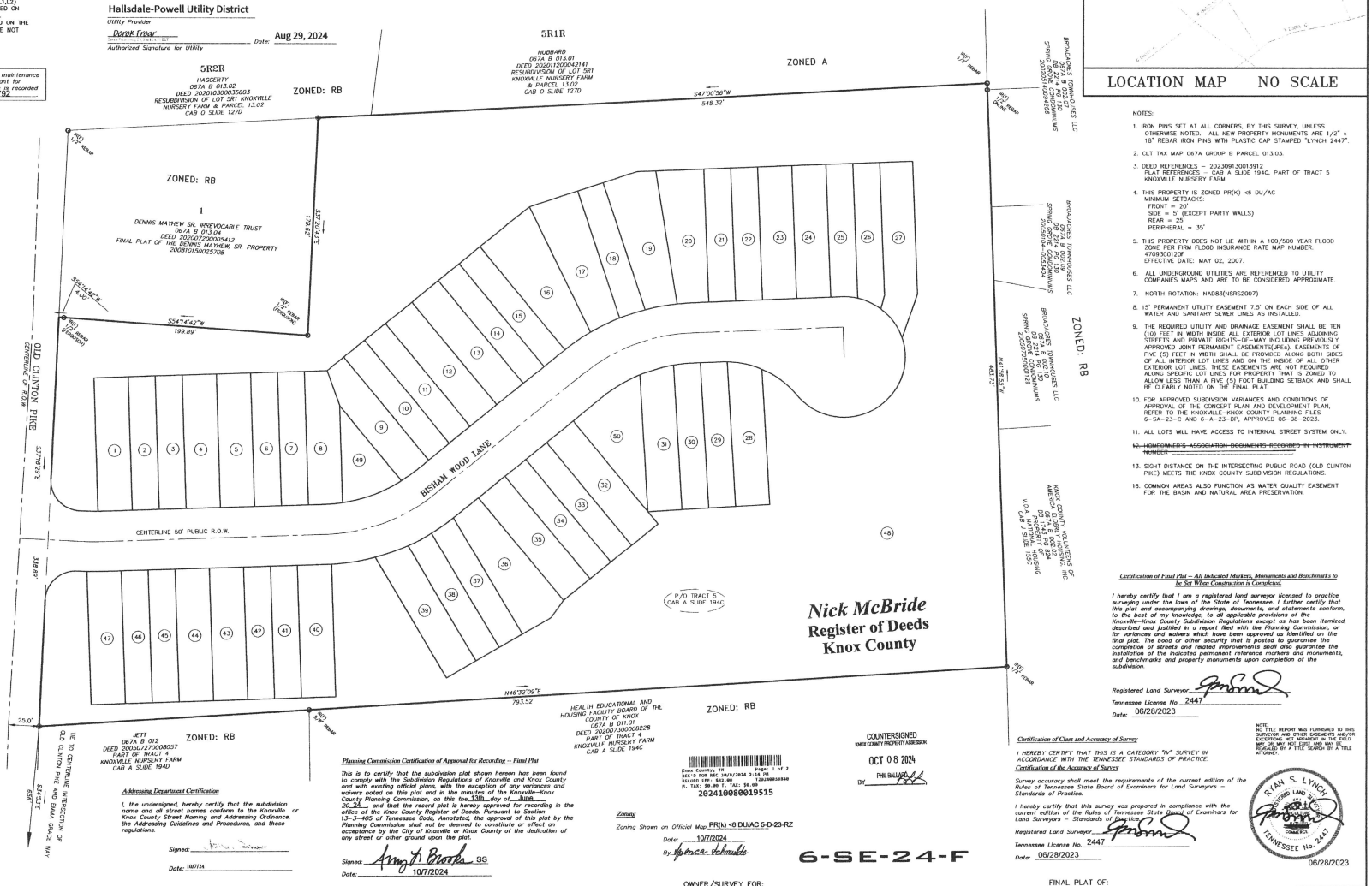
I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to ensure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the 31st day of August, 20 23.

Signed: Amanda Pusey *Date:* 10/7/2024
Dept: EPW *Title:* Engineer

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: Brian Mohney
Signature(s): Brian Mohney
Date: Aug 29, 2024



Planning Commission 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 in the minutes of the Knoxville-Knox County Planning Commission, on this the 13th *day of* June, 20 24, *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: Amy D. Brooks SS
Date: 10/7/2024

Addressing Department Certification

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville or Knox County Street Naming and Addressing Ordinance, the Addressing Guidelines and Procedures, and these regulations.

Signed: _____
Date: 10/7/24

Zoning

Zoning Shown on Official Map PR(k) <8 DU/AC 5-D-23-RZ
Date: 10/7/2024
By Jessica Schmuckle

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
OCT 08 2024
BY PHIL BALLARD

Knox County, TN Page: 1 of 2
SEC'S FOR REC 10/8/2024 2:14 PM 202410080019515
RECORD FEE: $52.00 TAX#0000050040
P. TAX: $0.00 T. TAX: $0.00
202410080019515

6-SE-24-F

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: 06/28/2023

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, and benchmarks and property monuments upon completion of the subdivision.

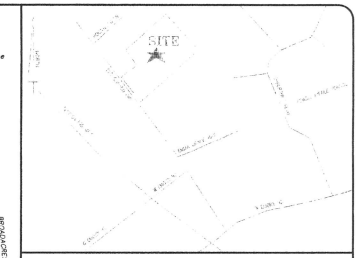
Registered Land Surveyor _____
Tennessee License No. 2447
Date: 06/28/2023

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 DISCLOSED BY A TITLE SEARCH BY A TITLE ATTORNEY.

RYAN S. LYNCH REGISTERED LAND SURVEYOR TENNESSEE No. 2447
06/28/2023

Nick McBride
Register of Deeds
Knox County

LOCATION MAP NO SCALE



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. CLT TAX MAP 067A GROUP B PARCEL 013.03.
3. DEED REFERENCES – 20230913001391Z
   PLAT REFERENCES – CAB A SLIDE 194C, PART OF TRACT 5 KNOXVILLE NURSERY FARM
4. THIS PROPERTY IS ZONED PR(K) <5 DU/AC
   MINIMUM SETBACKS:
   FRONT = 20'
   SIDE = 5' (EXCEPT PARITY WALLS)
   REAR = 25'
   PERIPHERAL = 35'
5. THIS PROPERTY DOES NOT LIE WITHIN A 100/500 YEAR FLOOD ZONE PER FIRM FLOOD INSURANCE RATE MAP NUMBER: 47093C0120F
   EFFECTIVE DATE: MAY 02, 2007.
6. ALL UNDERGROUND UTILITIES ARE REFERENCED TO UTILITY COMPANIES MAPS AND ARE TO BE CONSIDERED APPROXIMATE.
7. NORTH ROTATION: NAD83(NSRS2007)
8. 15' PERMANENT UTILITY EASEMENT 7.5' ON EACH SIDE OF ALL WATER AND SANITARY SEWER LINES AS INSTALLED.
9. 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 PREVIOUSLY APPROVED JOINT PERMANENT EASEMENTS,(JPEs). 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.
10. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND DEVELOPMENT PLAN, REFER TO THE KNOXVILLE–KNOX COUNTY PLANNING FILES 6-SA-23-C AND 6-A-23-DP, APPROVED 06-08-2023.
11. ALL LOTS WILL HAVE ACCESS TO INTERNAL STREET SYSTEM ONLY.
12. ~~HOMEOWNER'S ASSOCIATION DOCUMENTS RECORDED IN INSTRUMENT NUMBER~~
13. SIGHT DISTANCE ON THE INTERSECTING PUBLIC ROAD (OLD CLINTON PIKE) MEETS THE KNOX COUNTY SUBDIVISION REGULATIONS.
16. COMMON AREAS ALSO FUNCTION AS WATER QUALITY EASEMENT FOR THE BASIN AND NATURAL AREA PRESERVATION.

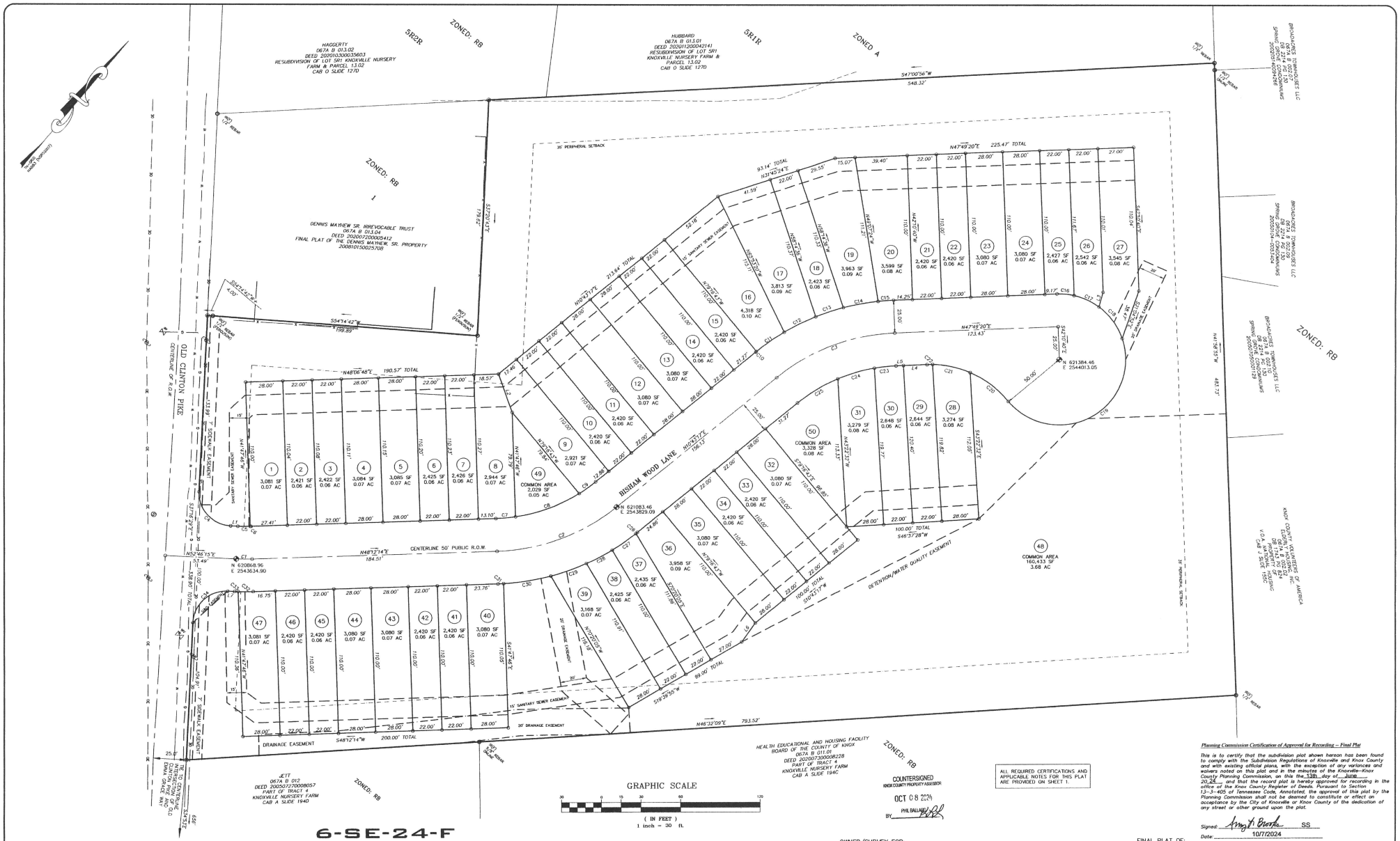
OWNER/SURVEY FOR:
Homestead Land Holdings
122 Perimeter Park Road
Knoxville, Tennessee 37922
Phone: (865) 690-3200

FINAL PLAT OF:
Saint Marc's Subdivision
Old Clinton Pike
District 6, Knox County, Tennessee

PROJECT NO. 4759–1
SHEET 1 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: C. VITKUS	1 PS COMMENTS 05-08-2024
CHECKED BY: R. LYNCH	2 ENG. COMMENTS 05/10/2024
APPROVED BY: R.S.L.	3
SCALE: 1"=40'	4
DATE: 06/28/2023	5
	6



6-SE-24-F

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
OCT 08 2024
BY PHIL BALLARD

ALL REQUIRED CERTIFICATIONS AND APPLICABLE NOTES FOR THIS PLAT ARE PROVIDED ON SHEET 1.

Planning Commission 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 in the minutes of the Knoxville–Knox County Planning Commission, on this the 13th day of June, 2024, 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: Amy H. Brooks SS

Date: 10/7/2024

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

DRAWN BY:	C. VITKUS
CHECKED BY:	R. LYNCH
APPROVED BY:	R.S.L.
SCALE:	1"=30'
DATE:	06/28/2023

REVISIONS	
1	
2	
3	
4	
5	
6	

OWNER/SURVEY FOR:
Homestead Land Holdings
122 Perimeter Park Road
Knoxville, Tennessee 37922
Phone: (865) 690-3200

FINAL PLAT OF:
Saint Marc's Subdivision
Old Clinton Pike
District 6, Knox County, Tennessee

PROJECT NO.
4759-1

SHEET 2 OF 2

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: The Meadows at Shannon Valley Units 1, 2, & 3
Developer: Southland Group Inc.
Commission District: 8
Inspector: Adam Thais
Date: November 26, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Star Gate Drive	173 LF	$6,682.30
Stoney Hurst Lane	2159 LF	$83,393.53
Savant Lane	161 LF	$6,218.79
Fox Point Lane	525 LF	$20,278.65
	Total Miles 0.57	Total $116,573.27

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument numbers 202112160048088, 202304200056394, and 202308110007782, and any ROW that may have been dedicated along Murphy Road.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: The Meadows at Shannon Valley Units 1, 2, & 3
Inspector: Duane Nielsen
Date Surfaced: July 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
- o Sidewalks are located within the ROW
- o Bridge(s) spanning 20' or more located within this road section

  If yes, provide a brief description:

_____

_____

- o EPW file # - 121-030 & 123-007

Recommended for road acceptance: Yes

_____ 11/26/2025

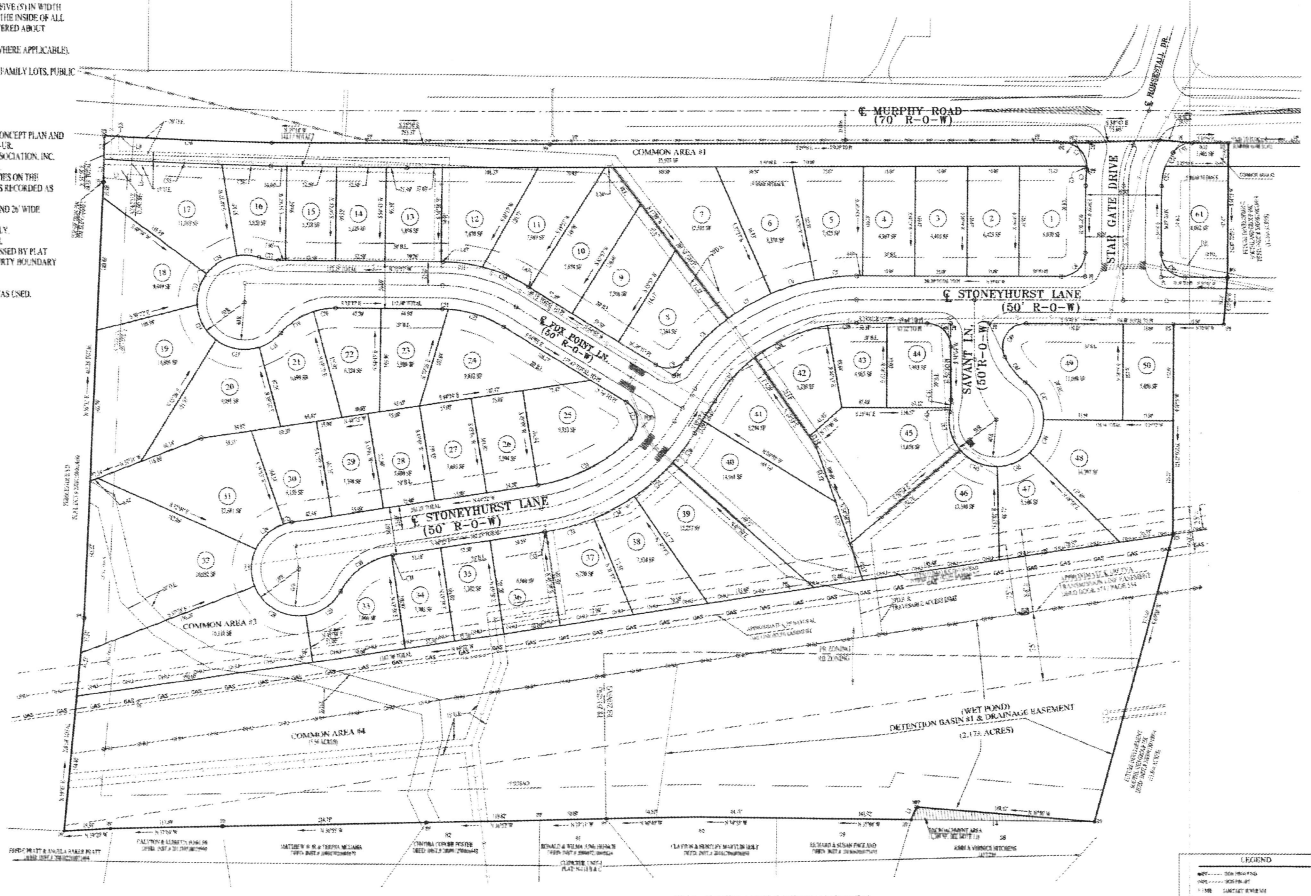
Land Development Construction Inspector — Date

_____ 11/26/25

Construction Services Supervisor — Date

NOTES:
1. IRON PIN SET AT ALL CORNERS, UNLESS AS SHOWN. ALL NEW PINS ARE 1/2" IRON ROAD WITH SOUTHLAND CAP (#2500).
2. THERE SHALL BE TEN (10) FEET IN WIDTH UTILITY AND DRAINAGE EASEMENTS INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHT-OF-WAYS AND FIVE (5') IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES. 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 DUACA).
5. THIS SUBDIVISION CONTAINS 18.62 ACRES AND IS SUBDIVIDED INTO 51 SINGLE FAMILY LOTS, PUBLIC RIGHT-OF-WAY AND COMMON AREA.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
FRONT...25' (TYP.)
SIDES.....5'
REAR SETBACK.....15' (UNLESS CONTROLLED BY PERIPHERAL SETBACK.....35')
7. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF CONCEPT PLAN AND USE ON REVIEW, REFER TO THE MPC COMMISSIONER'S FILES # 3-SA-21-C, 3-B-21-UR.
8. THIS SUBDIVISION WILL PART OF SHANNON VALLEY FARMS HOMEOWNERS ASSOCIATION, INC. RECORDED IN THE KNOX COUNTY REGISTER OF DEED IN INST.# 200410050029773.
9. THE OWNERS ARE RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES ON THE PROPERTY. THE COVENANT FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTRUMENT #202111120029700.
10. ALL ROADS IN THIS SUBDIVISION ARE PUBLIC ROAD WITH 50' RIGHT-OF-WAY AND 26' WIDE PAVEMENT.
11. VEHICULAR ACCESS FOR ALL LOTS IS LIMITED TO INTERIOR ROAD SYSTEM ONLY.
12. MIN. FLOOR ELEVATION FOR LOT 32 SHALL BE 1 FOOT HIGHER THAN THE BERM.
13. THIS PLAT INDICATES A PROPERTY ENCROACHMENT, IT HAS NOT BEEN ADDRESSED BY PLAT REVIEWING AGENCIES. THE OWNERS ARE RESPONSIBLE FOR RESOLVING PROPERTY BOUNDARY CONFLICT.
14. THE ACCESS TO LOT 61 WILL BE FROM STONEYHURST LANE ONLY.
15. GPS TOPCON EQUIPMENT GR-3, S# 703-4320, S# 380-0377, AND P/N 010-050901-01 WAS USED.

USER CAN ORIGINAL



LOCATION MAP

NOTE:
THREE DAYS PRIOR TO ANY EARTHWORK OR CONSTRUCTION CONTRACTOR MUST CONTACT:
TENNESSEE ONE-CALL
1-800-351-1111
RECORD AND SAVE YOUR CONFIRMATION NUMBER.

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 5 du/ac
Date: 12/14/2021
Signature:

Taxes and Assessments
This is to certify that all property taxes and assessments due on this property have been paid.
Knox County Trustee: Signed 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 those regulations.
Signed:
Date: 12/14/2021

Knox County Department of Engineering and Public Works
The Knox County Department of Engineering and Public Works hereby approves this plat on this the 13 day of Jan, 20 22
Engineering Division 12/14/21

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 the 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: Mike Moore
Date: 12/14/2021

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: Date:
Dept: Title:

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
Signed: Date:
Dept: Title:

Certificate of Ownership and General Dedication.
I, Rufus H. Smith, III of Southland Group, Inc., the undersigned owner(s) of the property shown hereon, hereby adopt this as my own plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I am, we and the owner(s) in fee simple of the property, and its property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easements as shown on this plat.
Owner(s) Printed Name: Rufus H. Smith, III Signature(s):
Date: 12-15-21

Certification of Approval of Public Water System - Major Subdivisions
This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.
Northeast Knox Utility Dist.
Utility Provider
Authorized Signature for Utility Date 12-15-21

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.
KUB
Utility Provider
Authorized Signature for Utility 12/15/2021 Date

GPS SURVEY NOTE:
ALL BOUNDARY MONUMENTS AND SURVEY CONTROL WAS PERFORMED USING GPS RECEIVER: TOPCON GR-3 NETWORK ROVER, DUAL FREQUENCY. WAS USED. (LL) GPS SURVEY PERFORMED WAS NETWORK ADJUSTED REAL TIME KINEMATICS BASED ON TDOT CORS NETWORK. NAD83 (NSRS2007) VERTICAL DATUM IS NAVD88. GEOIDO9. PRECISION OF THE GPS NETWORK RPA 4 CM PLUS 59 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED). DISTANCES HAVE NOT BEEN REDUCED TO GRID.

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 Wanis A. Ryan
Tennessee License No. 2306
Date: 12-15-21

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map, and found that the above described is not located in a special flood hazard area as shown on the Federal Insurance Rate Map Panel #47093C0425F, Knox County Community Number 470453, effective date MAY 2, 2007.
Date: 12-15-21
Signature:

WANIS ALI ROMEO RYAN
REGISTERED LAND SURVEYOR
TENNESSEE
12-15-2021

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 Metropolitan Planning Commission, or for which relief 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 Wanis A Ryan
Tennessee License No. 2306
Date: 12-15-21

LEGEND
IPF/IPS — IRON PIN FOUND / IRON PIN SET
MPF/MPS — MON. PIN SET
TBM — BENCHMARK ELEVATION
UTILITIES
GAS — GAS LINE
WATER — WATER LINE
SEWER — SEWER LINE
STORM — STORM LINE
PROPERTY LINES
— PROPERTY LINE
— — — EASEMENT LINE
— — — BUILDING SETBACK LINE
OTHER
— — — CENTERLINE
— — — CURVE DATA
— — — LOT LINE
— — — MATCH LINE
— — — ADJOINING PROPERTY LINE
— — — EXISTING LOT LINE TO BE REMOVED

Nick McBride
Register of Deeds
Knox County

Knox County, TN
Pages: 1 of 3
ID # THE MEADOWS AT SHANNON VALLEY UNIT 1 PLAT MAP
DOCUMENT TYPE: PLAT
TAX: $0.00 | TOTAL: $0.00
202112160048888

COUNTERSIGNED
KNOX COUNTY REGISTER OF DEEDS
DEC 16 2021
BY:

OWNER:
SOUTHLAND GROUP INC.
JOSH SANDERSON
4909 BALL ROAD
KNOXVILLE, TENNESSEE 37931
PHONE (865) 694-7756
FAX (865) 693-9699
EMAIL: josh@rhsinco.com

Knox County Property Assessor
Signed:
Date:

CURVE	CHORD BEARING	ARC LENGTH	CHORD LENGTH	RADIUS	TANGENT
C1	S 29°24' W	39.27'	35.36'	25.00'	25.00'
C2	S 15°43' W	5.18'	5.18'	25.00'	
C3	S 57°59' W	17.22'	17.11'	40.00'	
C4	N 59°41' W	39.27'	35.36'	25.00'	25.00'
C5	N 41°23' W	64.73'	64.55'	225.00'	
C6	N 53°13' W	48.31'	48.21'	225.00'	
C7	N 69°07' W	52.93'	52.90'	225.00'	
C8	N 80°34' W	80.56'	80.36'	325.00'	
C9	N 68°10' W	39.75'	39.53'	75.00'	20.60'
C10	N 37°48' W	52.36'	52.15'	175.00'	
C11	N 29°25' W	42.00'	41.90'	175.00'	
C12	N 37°10' W	21.23'	21.21'	175.00'	
C13	N 15°12' W	72.92'	72.72'	60.00'	
C14	N 67°21' W	38.44'	37.90'	60.00'	
C15	N 70°41' W	34.92'	34.72'	50.00'	
C16	S 55°59' W	43.32'	41.97'	50.00'	
C17	S 28°32' E	48.21'	48.14'	50.00'	
C18	S 66°52' E	27.46'	27.05'	50.00'	
C19	S 59°24' E	43.17'	41.62'	75.00'	
C20	S 44°17' E	23.57'	23.47'	75.00'	
C21	S 33°57' E	8.27'	8.2'	125.00'	
C22	S 19°19' E	47.39'	47.26'	125.00'	
C23	S 47°14' W	45.29'	39.17'	25.00'	31.56'
C24	N 67°05' W	111.33'	109.46'	175.00'	
C25	N 48°38' W	9.21'	9.21'	50.00'	
C26	N 17°51' W	40.22'	36.98'	50.00'	
C27	S 59°52' W	40.96'	39.50'	75.00'	
C28	S 22°52' E	57.16'	52.24'	50.00'	
C29	S 70°58' E	48.16'	44.73'	50.00'	
C30	S 11°16' E	68.23'	65.90'	75.00'	
C31	S 44°55' E	1.33'	1.33'	75.00'	
C32	S 44°33' E	1.44'	1.45'	225.00'	
C33	S 51°22' E	52.11'	52.03'	225.00'	
C34	S 64°12' E	48.03'	48.24'	225.00'	
C35	S 77°16' E	54.19'	54.09'	225.00'	
C36	S 89°06' E	28.53'	28.78'	225.00'	
C37	S 83°48' E	62.60'	62.28'	175.00'	
C38	S 59°40' E	44.84'	44.21'	175.00'	
C39	S 49°44' E	50.53'	50.29'	175.00'	
C40	S 69°27' E	39.19'	39.08'	75.00'	20.49'
C41	S 12°00' W	38.57'	35.08'	75.00'	
C42	S 65°11' W	4.20'	4.20'	75.00'	
C43	S 89°48' W	43.66'	43.06'	50.00'	
C44	S 11°37' E	44.28'	42.86'	50.00'	
C45	S 77°16' E	38.44'	37.90'	50.00'	
C46	N 78°43' E	28.53'	27.98'	50.00'	
C47	N 28°13' E	46.81'	44.22'	50.00'	
C48	S 19°40' E	35.07'	34.78'	50.00'	
C49	N 89°33' E	50.41'	42.39'	25.00'	29.65'
C50	N 08°09' E	39.27'	35.36'	25.00'	25.00'
C51	N 64°28' E	21.15'	21.04'	50.00'	
C52	N 89°41' E	17.12'	17.08'	50.00'	
C53	S 80°02' E	33.27'	29.39'	50.00'	17.30'
C54	S 34°18' E	21.76'	21.76'	3790.57'	
C55	S 33°24' E	124.13'	124.13'	3790.57'	
C56	S 33°18' E	176.16'	176.16'	3790.57'	

LINE	BEARING	DISTANCE
L1	N 54°08' E	28.20'
L2	N 54°19' E	42.49'
L3	S 77°49' W	14.67'
L4	N 29°25' W	19.72'
L5	N 54°08' E	24.31'
L6	S 58°56' W	48.75'
L7	N 31°24' W	28.15'
L8	N 58°54' E	46.09'
L9	S 31°24' E	26.89'

NOC: TNR136041	11-E-21

SOUTHLAND ENGINEERING CONSULTANTS, LLC GENERAL CIVIL & LAND SURVEYORS 4909 BALL ROAD KNOXVILLE, TENNESSEE 37931 PHONE: (865) 694-7756 FAX: (865) 693-9699 E-MAIL: engnet@engineersouth.com www.southlandengineersinc.com	DESIGNED WAR DRAWN WAR CHECKED WAR	APPROVED ENGINEER	NO.	DATE	REVISION	APPR.	SCALE HORIZONTAL: 1" = 60'	DEED REFERENCES: DEED INST.# 200308130018914	FINAL PLAT FOR THE MEADOWS AT SHANNON VALLEY, UNIT-1 CLT MAP 049, PART OF PARCEL 067 DISTRICT 6, KNOX COUNTY, TENNESSEE	PLC-09-22-21-U-1-PP SHEET 1 OF 1 SHEET
							DATE 09-22-2021	60 0 60 120 SCALE IN FEET		

1"=60'
COPYRIGHT 2021

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 PA 1-5 DU/AC.
Date: 4/18/2023
By: [signature]

Taxes and Assessments

This is to certify that all property taxes and assessments due on this property have been paid.
Knox County Trustee: Signed/ Date: [signature] 04/18/2023

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 Hall
Date: 4-18-2023

Knox County Department of Engineering and Public Works

The Knox County Department of Engineering and Public Works hereby approves this plat on this the 18th day of April, 2023
[signature]
Engineering 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: [signature]
Date: 4/17/2023

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: [signature] Date: April 18th 2023
Dept: Knox County Land Development Title: Plan Reviewer

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 18th day of April, 20 23
Signed: [signature] Date: April 18th 2023
Dept: Knox County Land Development Title: Plan Reviewer

Certificate of Ownership and General Dedication.

I, Rufus H. Smith, III of Southland Group, Inc., 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: Rufus H. Smith III Signature(s): [signature]
Date: 4/6/23

Certification of Approval of Public Water System - Major Subdivisions

This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.

Northeast Knox Utility
Utility Provider
[signature] 4/6/2023
Authorized Signature for Utility Date

Knox County Property Assessor

Signed: David Dalton
Date: 04/20/2023

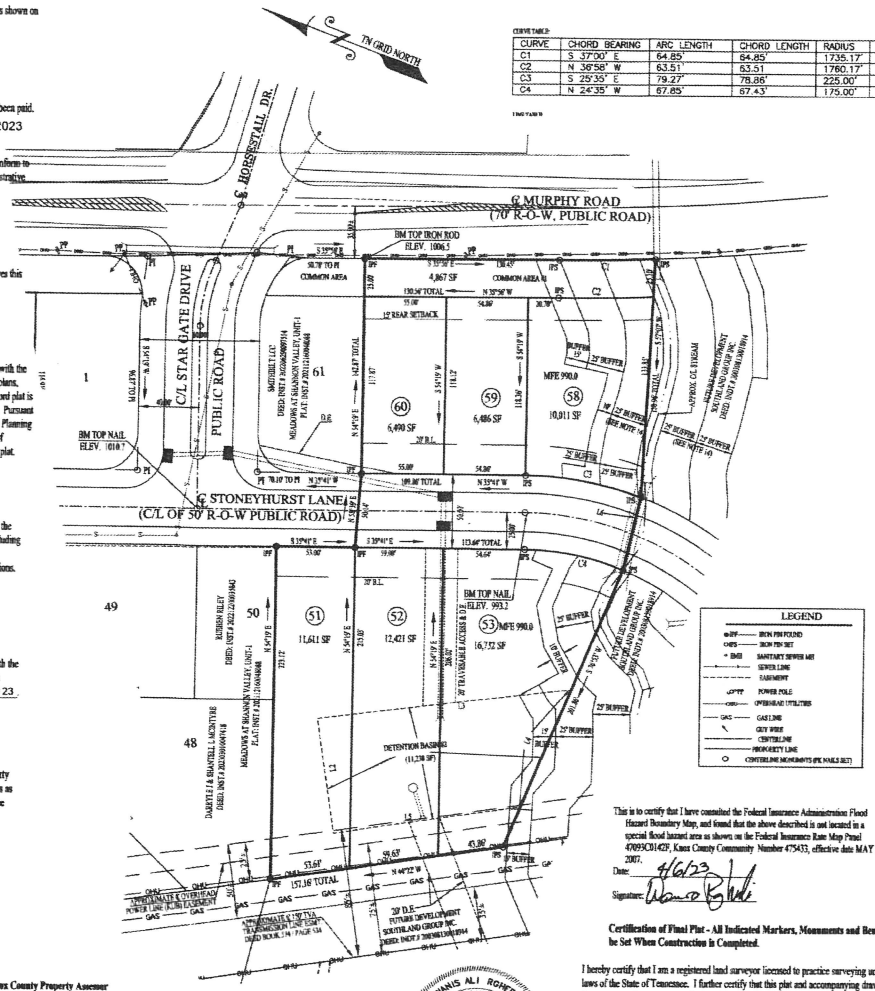
Certification of Approval of Public Sanitary Sewer System - Major Subdivisions

This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local regulations.

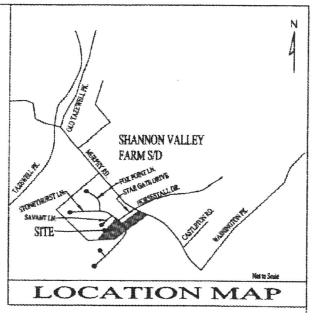
KUB
Utility Provider
[signature] 04/06/2023
Authorized Signature for Utility Date

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: Wanis A. Rohr
Tennessee License No. 2306
Date: 4/6/23



CURVE TABLE:					
CURVE	CHORD BEARING	ARC LENGTH	CHORD LENGTH	RADIUS	TANGENT
C1	S 37°00' E	64.85'	64.85'	1735.17'	
C2	N 36°58' W	63.51'	63.51	1760.17'	
C3	S 25°35' E	79.27'	78.86'	225.00'	
C4	N 24°35' W	67.85'	67.43'	175.00'	



NOTES:
1. IRON PIN SET AT ALL CORNERS, UNLESS AS SHOWN. ALL NEW PINS ARE 1/2" IRON ROAD WITH SOUTHLAND CAP (#2306).
2. THERE SHALL BE TEN (10) FEET IN WIDTH UTILITY AND DRAINAGE EASEMENTS INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHT-OF-WAYS AND FIVE (5) IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES. 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 (1-5 DU/AC).
5. THIS SUBDIVISION CONTAINS 1.789 ACRES AND IS SUBDIVIDED INTO 6 SINGLE FAMILY LOTS, PUBLIC RIGHT-OF-WAY AND COMMON AREA.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT....20' (B.L.)
   SIDES....5'
   REAR SETBACK....15' (UNLESS CONTROLLED BY PERIPHERAL SETBACK....35')
7. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF CONCEPT PLAN AND USE ON REVIEW, REFER TO THE KNOX COUNTY PLANNING COMMISSIONER'S FILES # 3-SA-21-C, 3-B-21-UR.
8. THIS SUBDIVISION WILL PART OF SHANNON VALLEY FARMS HOMEOWNERS ASSOCIATION, INC. RECORDED IN THE KNOX COUNTY REGISTER OF DEED IN INST # 200410050029273.
9. THE OWNERS ARE RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES ON THE PROPERTY. THE COVENANT FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTRUMENT 420230512000151353.
10. ALL ROADS IN THIS SUBDIVISION ARE PUBLIC ROAD WITH 50' RIGHT-OF-WAY AND 26' WIDE PAVEMENT.
11. VEHICULAR ACCESS FOR ALL LOTS IS LIMITED TO INTERIOR ROAD SYSTEM ONLY.
12. MIN. FLOOR ELEVATION FOR LOTS 53 AND 58 SHALL BE 1 FOOT ABOVE THE 500 YEAR FLOOD ELEVATION OF 989.0
13. THE REMAINDER TRACT IS GREATER THAN FIVE ACRES.
14. BUFFER LIMITS ARE TO BE DELINEATED AND MARKED WITH SIGNAGE OR FENCING PRIOR TO ANY DISTURBANCE.
15. GPS TOPCON EQUIPMENT GR-3, S# 388-4F28, S# 388-0377, AND P/N 010-059001-01 WAS USED.

LINE TABLE:		
LINE	BEARING	DISTANCE
L1	S 67°27' W	50.49'
L2	N 45°38' E	77.48'
L3	N 42°53' E	170.78'
L4	S 76°47' W	85.40'
L5	N 44°22' W	126.54'
L6	S 67°27' W	50.49'

Nick McBride
Register of Deeds
Knox County

20230420005639 4

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map, and found that the above described is not located in a special flood hazard area as shown on the Federal Insurance Rate Map Panel 47093C0142F, Knox County Community Number 475433, effective date MAY 2, 2007.
Date: 4/6/23
Signature: [signature]

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 Metropolitan Planning Commission, or for variances for 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: Wanis A. Rohr
Tennessee License No. 2306
Date: 4/6/23

OWNER:
SOUTHLAND GROUP INC.
RUFUS H. SMITH III
4909 BALL ROAD
KNOXVILLE, TENNESSEE 37931
PHONE (865) 694-7756
FAX (865) 693-9699
EMAIL: josh@rhsco.com

FINAL OF PLAT
THE MEADOWS AT SHANNON VALLEY, UNIT-2
CLT MAP 049, PART OF PARCEL 067
DISTRICT 6, KNOX COUNTY, TENNESSEE
SCALE: 1" = 50' MARCH 09, 2023
SHEET 1 OF 1

SOUTHLAND ENGINEERING CONSULTANTS, LLC
GENERAL CIVIL & LAND SURVEYING
4909 BALL ROAD
KNOXVILLE, TENNESSEE 37931
PHONE (865) 694-7756
FAX (865) 685-9699
E-MAIL: wrohr@sec-consultants.com

3-N-23
NOC: TNR136041

50 25 0 50 100
SCALE IN FEET

DEED REFERENCES:
DEED INST.# 200308130018914

SGI-03-09-23-U-2-FP

PLAT RECORDED IN INSTR. #

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, ORDIN. I-5 DU/AC

Date: 08/11/2023

By: [signature]

Taxes and Assessments

This is to certify that all property taxes and assessments due on this property have been paid.

Knox County Trustee: Signed Date: 08/03/2023

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 their regulations.

Signed: [signature]

Date: 08/11/2023

Knox County Department of Engineering and Public Works

The Knox County Department of Engineering and Public Works hereby approves this plat on this the 23rd day of August, 20 23

[signature]

Engineering Director

Planning Commission 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 in the minutes of the Knoxville-Knox County Planning Commission, on this the 10th day of August, 2023 that the revised 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 construed 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: 08/11/2023

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.

NKUD

Utility Provider

[signature] 08/03/2023

Authorized Signature for Utility Date

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.

KUB

Utility Provider

[signature] 08/03/2023

Authorized Signature for Utility Date

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 assure completion of all streets and related improvements, including sufficient permanent reference markers and monuments, benchmarks and property monuments in this subdivision in accordance with required standards and specifications.

Signed: [signature] Date: 8/31/2023

Dept: EPW Title: Engineer

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 assure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the 8th day of February, 20 23.

Signed: [signature] Date: 8/31/2023

Dept: EPW Title: Engineer

Certificate of Ownership and General Dedication.

I, Rufus H. Smith III of Southland Group, Inc. the undersigned owner(s) of the property shown hereon, hereby adopt this as my own plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I/ we, are only the owner(s) of the parcel of the property, and no property owner(s) have an ownership lien or encumber right-of-way and/or grant easement as shown on this plat.

Owner(s) Printed Name: Rufus H Smith III Signature(s): [signature]

Date: 7/31/23

Knox County Property Assessor

Signed: David Dalton

Date: 08/11/2023

CURVE TABLE

CURVE	CHORD BEARING	ARC LENGTH	CHORD LENGTH	RADIUS	TANGENT
C1	N 06°33'39" W	70.27'	69.96'	225.00'	
C2	N 06°35'35" E	48.31'	48.21'	325.00'	
C3	N 23°23'26" E	60.18'	60.08'	225.00'	
C4	N 38°54'16" E	67.11'	66.87'	325.00'	
C5	N 49°02'52" E	2.98'	2.98'	50.00'	
C6	N 64°37'28" E	31.68'	31.27'	50.00'	
C7	S 74°29'06" E	32.67'	32.09'	50.00'	
C8	S 54°51'51" E	36.64'	35.94'	50.00'	
C9	S 07°15'19" W	36.64'	35.64'	50.00'	
C10	S 09°54'27" W	95.55'	38.53'	50.00'	
C11	S 86°51'17" W	23.38'	22.17'	50.00'	
C12	S 68°57'19" W	35.58'	35.25'	75.00'	
C13	S 68°05'35" W	33.97'	33.68'	75.00'	
C14	S 76°49'49" W	185.03'	176.54'	175.00'	
C15	S 43°59'39" E	196.76'	196.66'	1755.17'	

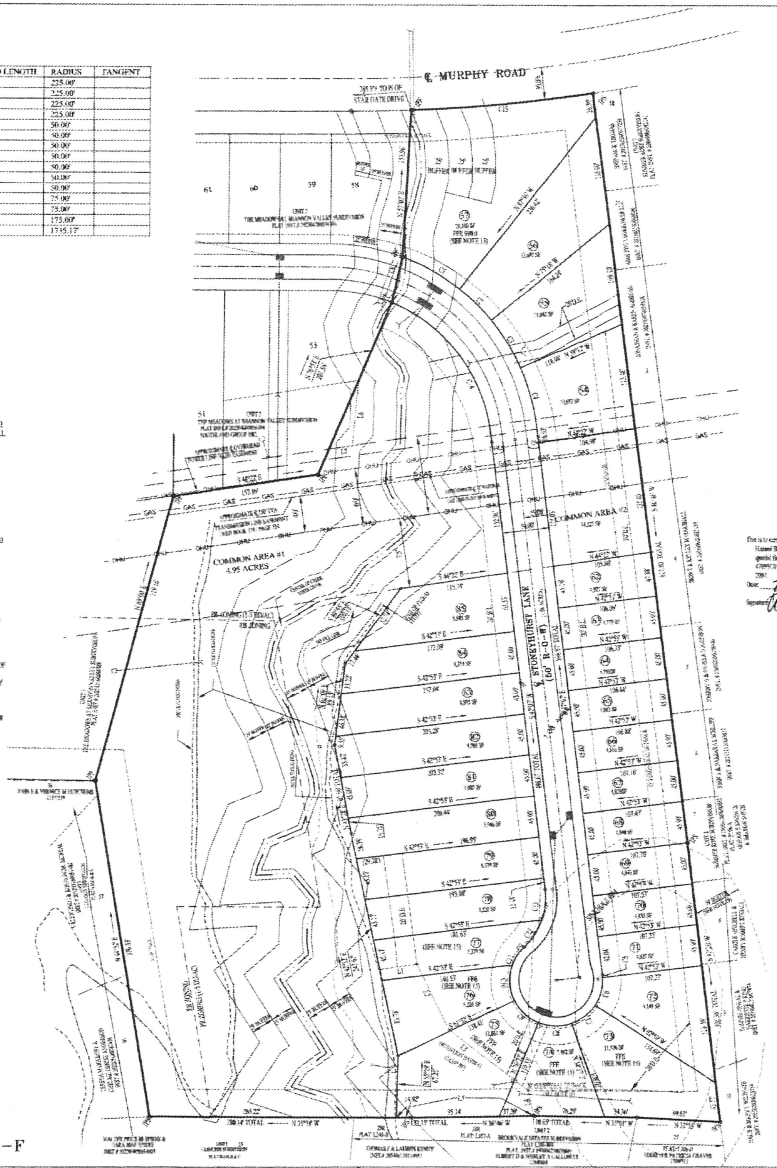
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 43°37'9" E	86.09'
L2	N 22°09'00" W	70.17'
L3	S 64°44'39" E	101.43'
L4	S 43°44'36" E	22.50'
L5	N 26°27'01" W	87.26'
L6	S 79°19'38" E	71.87'
L7	N 44°12'39" W	70.12'
L8	N 65°27'2" E	58.49'

NOTES:

1. IRON PIN SET AT ALL CORNERS, UNLESS AS SHOWN. ALL NEW PINS ARE 1/2" IRON ROAD WITH SOUTHLAND CAP (P.S.#86).
2. THERE SHALL BE TEN (10) FEET IN WIDTH UTILITY AND DRAINAGE EASEMENTS WHERE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHT OF WAYS AND FIVE (5) IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES, 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 (1-5 DU/AC).
5. THIS SUBDIVISION CONTAINS 11.796 ACRES AND IS SUBDIVIDED INTO 26 SINGLE FAMILY LOTS, PUBLIC RIGHT-OF-WAY AND TWO OPEN SPACE AREAS.
6. BUILDING SETBACK LINES WILL BE AS FOLLOWS:
   FRONT...20' (E.L.)
   SIDE...5'
   REAR SETBACK.....0' ONE (1) STORY OR LESS AND 30' FOR TWO (2) STORY
7. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF CONCEPT PLAN AND USE ON REVIEW, REFER TO THE KNOX COUNTY PLANNING COMMISSION'S FILES #'S 10-SA-21-C, 3-SA-21-C, 2-A-21-UR AND 5-G-21-UR.
8. THIS SUBDIVISION IS A PART OF SHANNON VALLEY FARMS HOMEOWNERS ASSOCIATION, INC. RECORDED IN THE KNOX COUNTY REGISTER OF DEEDS IN INST.# 200610030027.
9. THE OWNERS ARE RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES ON THEIR PROPERTY. THE COVENANT FOR MAINTENANCE OF STORMWATER FACILITIES IS RECORDED AS INSTRUMENT #200506080067.
10. ALTERNATIVE DESIGN STANDARDS:
    a. APPROVED SIDEWALK IN PERIPHERAL SETBACK PER 4.15.7(3) TO BE ON THE BACK OF LOTS 25-26 ON 1/31/2023 IN FILE # 1-SB-23-C.
11. ALL ROADS WITHIN THIS SUBDIVISION ARE PUBLIC ROAD WITH 50' RIGHT-OF-WAY AND 26' WIDE PAVEMENT.
12. VEHICULAR ACCESS FOR ALL LOTS IS LIMITED TO INTERIOR ROAD SYSTEM ONLY.
13. MIN. FLOOR ELEVATION FOR LOT 25 SHALL BE 1 FOOT ABOVE THE 500 YEAR FLOOD ELEVATION OF 999.0
14. SHOWER UNITS ARE TO BE DELINEATED AND MARKED WITH SHOWER OR FENCING PRIOR TO ANY DISTURBANCE.
15. FFE FOR LOTS 73-77 SHALL BE ONE FOOT ABOVE THE TOP OF THE BERM.
16. GPS TOWER MONUMENTS (A, SA, SB AND CB, SB AND ST, AND PI #'S 648-649 AND 10 - 13 ARE FIXED.
17. THERE SHALL BE NO BUILDING WITHIN THE TVA TRANSMISSION LINE EASEMENT WITHOUT PRIOR CONSENT OF TVA.
18. THERE MAY BE FENCE ENCROACHMENT ALONG SEAWEE ROSE SUBDIVISION.
19. SINKHOLE FIELD STUDY HAS BEEN PERFORMED AND DETERMINED IT'S NOT A SINKHOLE. A GEO-TECHNICAL REPORT HAS BEEN SUBMITTED TO THE KNOX COUNTY ENGINEERING AND PUBLIC WORK.

8-SE-23-F


℄ MURPHY ROAD
BEGIN TDOE OF STATE GATE DRIVE
STONEHURST LANE
60' R.O.W.
COMMON AREA #1
4.95 ACRES
COMMON AREA
UNIT 1
THE MEADOWS AT SHANNON VALLEY SUBDIVISION
PLAT BOOK 52/208 KNOX COUNTY
DEVELOPER: SOUTHLAND GROUP INC.
ENGINEER: SOUTHLAND ENGINEERING CONSULTANTS, LLC
SURVEYOR: SOUTHLAND ENGINEERING CONSULTANTS, LLC
UNIT 2
THE MEADOWS AT SHANNON VALLEY SUBDIVISION
PLAT BOOK 52/208 KNOX COUNTY
DEVELOPER: SOUTHLAND GROUP INC.
ENGINEER: SOUTHLAND ENGINEERING CONSULTANTS, LLC
SURVEYOR: SOUTHLAND ENGINEERING CONSULTANTS, LLC
UNIT 3
THE MEADOWS AT SHANNON VALLEY SUBDIVISION
PLAT BOOK 52/208 KNOX COUNTY
DEVELOPER: SOUTHLAND GROUP INC.
ENGINEER: SOUTHLAND ENGINEERING CONSULTANTS, LLC
SURVEYOR: SOUTHLAND ENGINEERING CONSULTANTS, LLC
UNIT 4
THE MEADOWS AT SHANNON VALLEY SUBDIVISION
PLAT BOOK 52/208 KNOX COUNTY
DEVELOPER: SOUTHLAND GROUP INC.
ENGINEER: SOUTHLAND ENGINEERING CONSULTANTS, LLC
SURVEYOR: SOUTHLAND ENGINEERING CONSULTANTS, LLC
PLAT CABINET A, SLIDE 2072
PLAT CABINET A, SLIDE 2072
PLAT CABINET A, SLIDE 2072

RLA-17993 **28.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
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

Information

CAPTION

Consideration of the closure of unbuilt Right-of-Way off Macmont Cir, between Lot 1 (Block F) and Lot 12 (Block A) in Washington Heights subdivision, Commission District 6.
(Engineering and Public Works)

Attachments

Agenda Packet

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Environment and Planning • Operations

Notice of Request to Close Right-of-Way

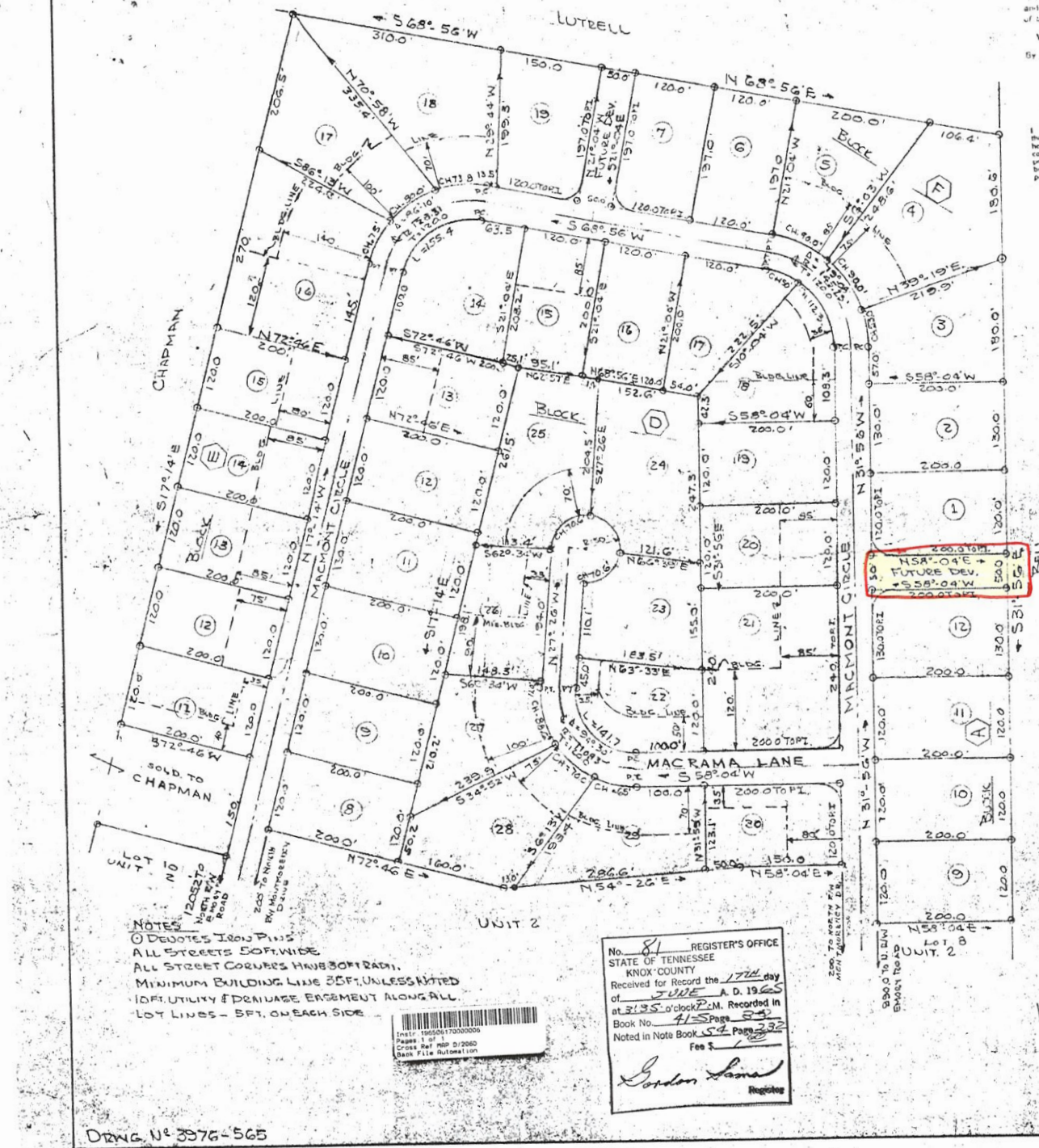
Date:	Monday, December 8, 2025
Name of Road:	Unnamed/unbuilt right-of-way in Washington Heights subdivision
Location of Road:	Between Lot 1 (4821 Macmont Cir) and Lot 12 (4817 Macmont Cir), Washington Heights Subdivision Unit 3, Commission District 6
Length of Road:	Approximately 200 feet by 50 feet
Reason for Request:	Never constructed or improved right-of-way
Closure Representative:	Sarah Singleton 4821 Macmont Cir 865-850-0871

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, January 20, 2026, at 3:00 p.m**. We would encourage the closure representative to attend this meeting, in the event questions are posed. A public hearing will be held later in the same assembly room as part of the County Commission Meeting. The date is **Monday, January 26, 2026 at 5:00 p.m.** The closure representative should be present at this meeting and be prepared to speak in the event questions are posed.

The property owners are required to furnish a survey to Knox County Engineering and Public Works showing the boundaries of the right of way to be abandoned and the boundaries of the lots of the person to whom the right of way is to be transferred as they will exist after the right of way is closed as requested. A metes and bounds paragraph description of the area being closed is also required. These documents can be submitted before or after the Commission Meetings. They must be submitted prior to preparation of the Quit Claim Deed.

Sincerely,

Jim Snowden, P.E.
Senior Director



CERTIFICATE OF SURVEY

We hereby certify that we made this survey and map and that both are correct to the best of our knowledge.

WAYNE L. SMITH & ASSOCIATES, INC.

By Wayne L. Smith

Tennessee Certificate No. 944

I JIM L. HARBIN the undersigned owner of the property shown hereon hereby adopt this as my plan of subdivision and dedicate the roads and open rights-of-ways to public use forever, as shown, to the public use forever, and hereby certify that I am the owner in fee simple of the property.

Jim L. Harbin

This is to certify that the soil percolation tests, test holes and building lines are satisfactory as submitted by the owner on this property

James C. Butler Sanitarian

Septic property is zoned

The Knox County Highway Department has approved the grade and drainage of this subdivision and the roads are hereby accepted by the Highway Department subject to any surety bonds or certified checks in the Knox County Commissioners Office guaranteeing the rocking and hard surfacing.

Date 6-10-65 Knox County Highway Dept.

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat of the above has been found to comply with the subdivision regulations for Knoxville, with exceptions, with exceptions of such variances, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the office of the County Register.

6-10-1965 Date Approved

Knoxville Regional Planning Commission

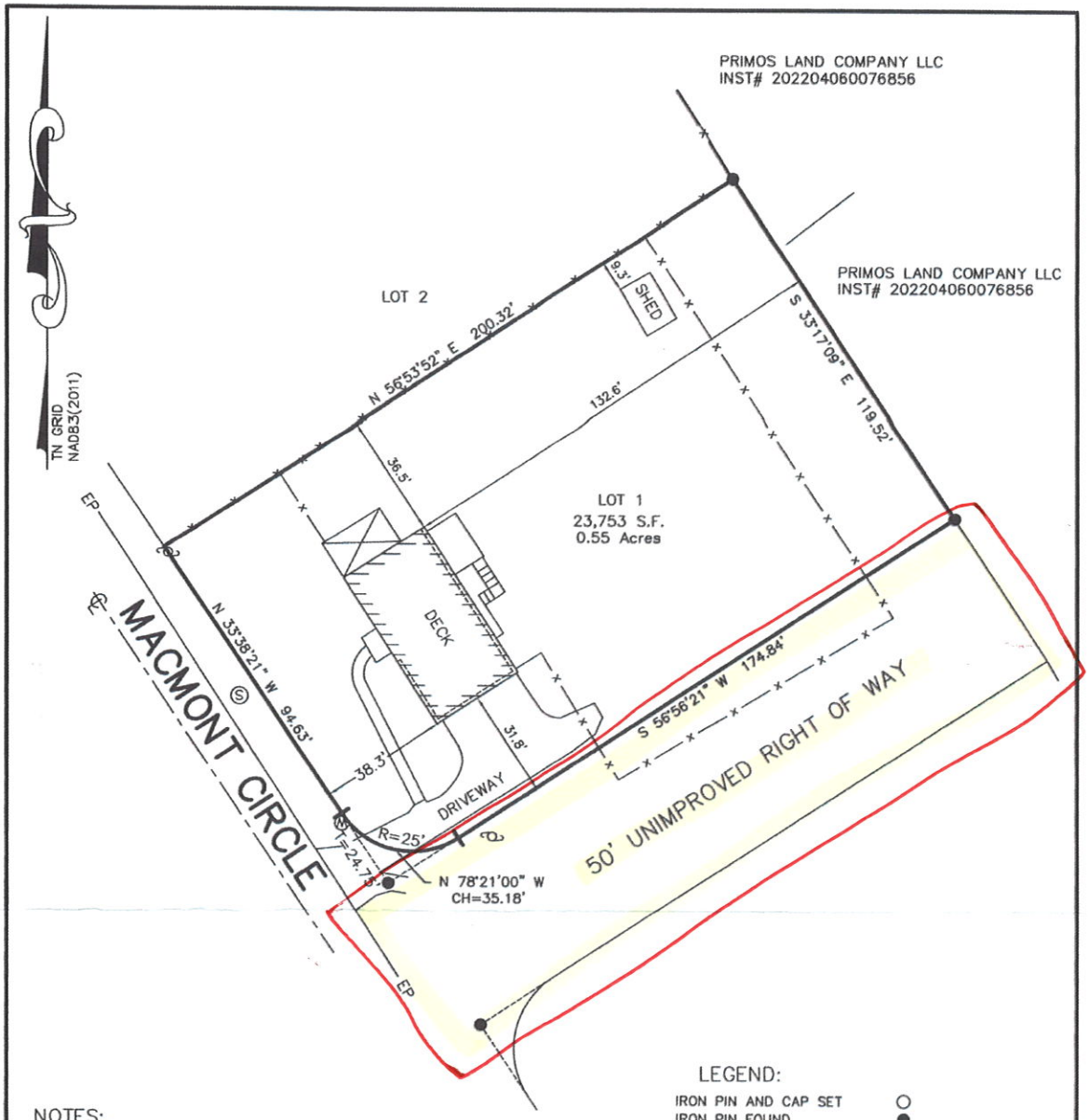
NOTES
⊙ DENOTES IRON PINS
ALL STREETS 50Ft. WIDE.
ALL STREET CORNERS HAVE 30Ft RADII.
MINIMUM BUILDING LINE 35Ft. UNLESS NOTED
10Ft. UTILITY & DRAINAGE EASEMENT ALONG ALL LOT LINES - 5Ft. ON EACH SIDE

No. 81 REGISTER'S OFFICE
STATE OF TENNESSEE
KNOX COUNTY
Received for Record the 17th day of JUNE A. D. 1965
at 3:35 o'clock P.M. Recorded in Book No. 41-S Page 84
Noted in Note Book 54 Page 232
Fee $ 1.00
Gordon Lamb Register

Instr: 196506170000006
Pages: 1 of 1
Cross Ref: MBP D/2060
Book File Automation

UNIT 3 D-206 D
WASHINGTON HEIGHTS EST.
PROPERTY OF
JIM. L. HARBIN
6TH DISTRICT, KNOX CO. TENN.
SCALE 1"=100' MAY 14, 1965
WAYNE L. SMITH & ASSOC. INC.
ENGRS.

DRWG. No 3976-565



NOTES:

1. PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO SURVEYOR PRIOR TO SURVEY.
2. UTILITIES SHOWN WERE LOCATED FROM ACTUAL FIELD EVIDENCE. OTHER UTILITIES MAY EXIST AND NOT BE SHOWN OR VARY FROM WHERE SHOWN. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE ACTUAL LOCATION OF ANY UTILITIES SHOWN, WHICH ARE NOT VISIBLE FROM THE SURFACE.
3. NEW CONSTRUCTION MUST CONFORM TO ALL LOCAL ZONING REGULATIONS.
4. 10' UTILITY & DRAINAGE EASEMENT INSIDE PERIMETER AND ROAD FRONTAGE LOT LINES, 5' EACH SIDE OF ALL INTERIOR LOT LINES.

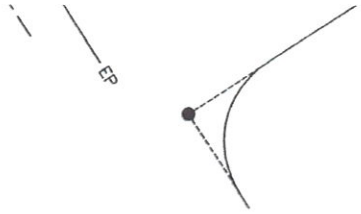
LEGEND:

IRON PIN AND CAP SET	○
IRON PIN FOUND	●
UTILITY POLE	
MANHOLE	Ⓢ
WATER METER	Ⓦ
EDGE PAVEMENT	EP
SEWER LINE	—S—S—S—S—
FENCE	—x—x—x—

THIS IS TO CERTIFY THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR THE STATE OF TENNESSEE. THIS IS TO CERTIFY THAT ON THE DATE SHOWN, I MADE AN ACCURATE SURVEY OF THE PREMISES SHOWN HEREON USING THE LATEST RECORDED DEED AND OTHER INFORMATION FURNISHED TO ME, THAT THERE ARE NO EASEMENTS, ENCROACHMENTS OR PROJECTIONS EVIDENT OTHER THAN THOSE SHOWN. THE SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126; AND THE SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

SCOTT W. UMSTEAD
REGISTERED LAND SURVEYOR

MORTGAGE LOAN SURVEY



LEGEND:

IRON PIN AND CAP SET	○
IRON PIN FOUND	●
UTILITY POLE	○
MANHOLE	Ⓢ
WATER METER	Ⓦ
EDGE PAVEMENT	EP
SEWER LINE	—S—S—S—S—
FENCE	—x—x—x—

NOTES:

1. PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO SURVEYOR PRIOR TO SURVEY.
2. UTILITIES SHOWN WERE LOCATED FROM ACTUAL FIELD EVIDENCE. OTHER UTILITIES MAY EXIST AND NOT BE SHOWN OR VARY FROM WHERE SHOWN. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE ACTUAL LOCATION OF ANY UTILITIES SHOWN, WHICH ARE NOT VISIBLE FROM THE SURFACE.
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MORTGAGE LOAN SURVEY

OWNER:	WINFRED SINGLETON, JR. AND SARAH SINGLETON
ADDRESS:	4821 MACMONT CIRCLE
LOCATION:	TAX I.D. # 066FA013 6TH CIVIL DISTRICT KNOX COUNTY, TENNESSEE
DEED REF:	INST# 201805010064547
SUBDIVISION:	LOT 1, BLOCK F WASHINGTON HEIGHTS, UNIT 3
PLAT:	INST# 196506170000006

DATE: 6/06/22 SCALE 1"=40'

REGISTERED LAND SURVEYOR

TN No. 1861

ACRE by ACRE SURVEYING
P.O. BOX 18435
KNOXVILLE, TN. 37928-2435
PHONE (865) 686-0696

DRAWING # 22133

Erin Kelbly

From: Sarah Singleton [redacted]
Sent: Friday, November 21, 2025 4:33 PM
To: row closures
Subject: [External]ROW Closure: Washington Heights, Powell, TN
Attachments: Right of Way Closure Canvass Form- Washington Heights.PDF

Good afternoon,

Attached is a Right of Way Closure Canvass Form completed by all three property owners that have land intersecting with the Right of Way located in the Washington Heights Neighborhood on Macmont Circle in Powell. A map of the property is also included. My neighbor, Richard Brittain, Jr. and I would like this property split between the two of us. Please let me know if you have any questions or need additional information or documentation.

Thank you for your consideration in this matter,
Sarah Singleton
865.850.0871

>>>CAUTION<<<
This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.

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
Josh Sanderson, 4909 Ball Road Representing Belltown LLC		X	
RICHARD E. BRITTAIN, JR 865. 347. 4087 4817 MACMONT CIRCLE POWELL TN 37849	Richard E Brittain Jr.	X	
Winfred James Singleton, Jr & 865 850 Sarah Singleton 0871 4824 MacmontCircle 37849	Winfred James Singleton Sarah O Singleton	X	

RLA-18016 **29.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
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

Information

CAPTION

Consideration of the closure of the remaining excess Right-of-Way located west of Bailey Farm Drive, north of Schaad Road, and east of Parcel 104 05201, which is an outcome of the Ball Camp Pike (Schaad Road) Relocation Project, District 6.

(Engineering and Public Works)

Attachments

Agenda Packet

KNOX COUNTY
TENNESSEE

ENGINEERING & PUBLIC WORKS

Finance & Administration • Development Services • Fleet Services • Operations

Notice of Request to Close Road/Right of Way

Date:	Tuesday, December 23, 2025
Name of Road:	Portion of former Ball Camp Pike and adjacent Right-of-Way
Location of Road:	West of Bailey Farm Dr, South of Parcel 104 045, East of Parcel 104 05201
Length of Road:	+/- 110 feet of former Ball Camp Pike
Reason for Request:	The Schaad Road project has reconfigured the roads in this area. The closure of portions of former Ball Camp Pike and Hitching Post Drive alignments passed County Commission in November 2025. This request is an addition to that closure and intends to close the southern half of the former Ball Camp Pike Right of Way and the triangular excess Right-of-Way area shown in light purple on the Exhibit B.
Adjoining Landowners:	The Kenneth F. and Elizabeth I. Jenkins Revocable Living Trust: 2793 Bailey Farm Dri Tommy L. & Joyce S. Gault: 0 Schaad Rd (104 05201)

The Phase II & Phase III Ball Camp Pike (Schaad Road) Relocation Project removed portions of Ball Camp Pike and Hitching Post Drive and constructed the improved Bailey Farm Dr and Schaad Road intersection. The former roadbed area has been topsoiled and seeded and the adjoining landowners have frontage to Bailey Farm Dr, Daybreak Dr or Schaad Rd.

Knox County Engineering and Public Works is submitting a Road and Right of Way Closure request to County Commission in order to officially close this excess public right of way and transfer property to the adjoining landowners as outlined in the included Exhibit B.

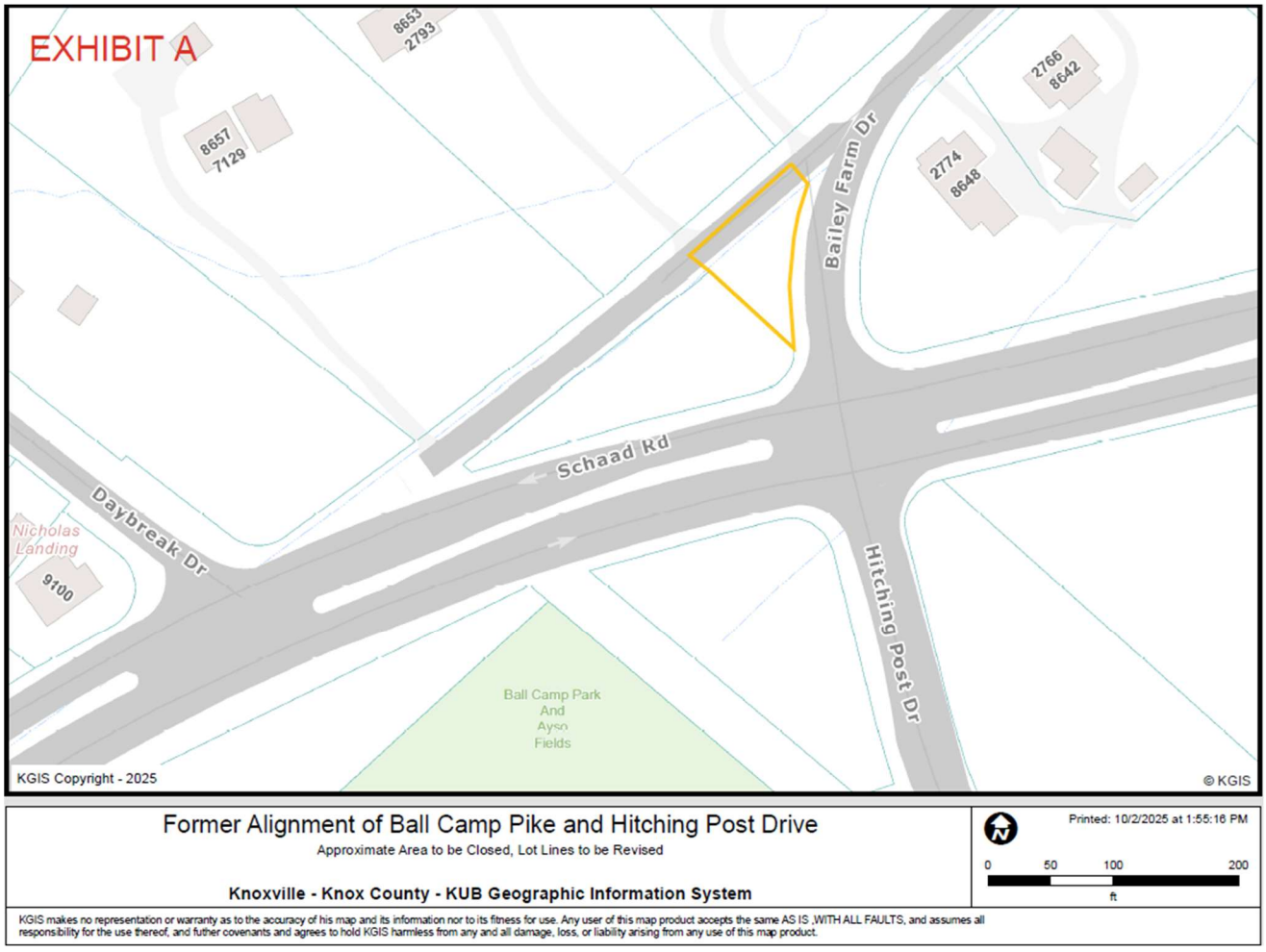
The closure will be discussed in the large assembly room during the Optional Agenda Review on **Tuesday, January 20, 2026 at 3:00 p.m**. If you desire, you may attend this meeting. A public hearing will be held later in the same assembly room as part of the County Commission Meeting on **Monday, January 26, 2026, at 5:00 p.m**. You are invited to attend these meetings and speak on the matter. Please email rowclosures@knoxcounty.org or call 865-839-3592 with questions.

Sincerely,

Jim Snowden, P.E.

205 West Baxter Avenue • Knoxville, TN 37917 • www.knoxcounty.org
Phone: 865-215-5800

Senior Director



Former Alignment of Ball Camp Pike and Hitching Post Drive

Approximate Area to be Closed, Lot Lines to be Revised

Knoxville - Knox County - KUB Geographic Information System

Printed: 10/2/2025 at 1:55:16 PM

0 50 100 200

ft

KGIS makes no representation or warranty as to the accuracy of his 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 futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

Exhibit B

Area 1 — Knox County to transfer existing ROW to Ricky Webb.

Area 2 — Knox County to transfer existing ROW to Preston and Lisa Kear.

Area 3 — Knox County to transfer existing ROW to Kenneth and Elizabeth Jenkins, Trust

Area 4 — Knox County to transfer existing ROW to Tommy and Joyce Gault

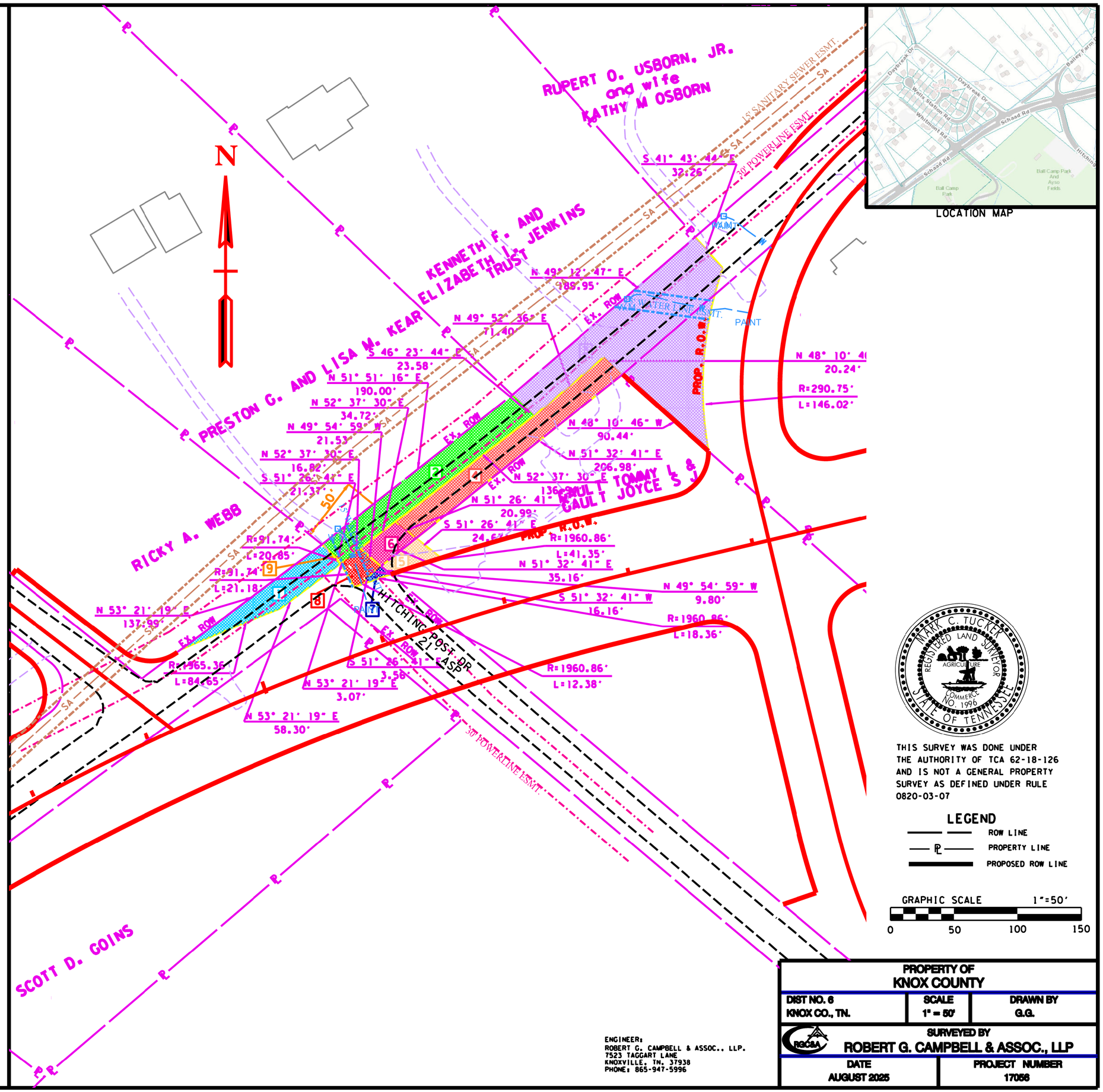
Area 5 — Tommy and Joyce Gault will donate this area to Preston and Lisa Kear.

Area 6 — Knox County to transfer existing ROW to Preston and Lisa Kear.

Area 7 — Knox County to transfer existing ROW to Preston and Lisa Kear.

Area 8 — Knox County to transfer existing ROW to Preston and Lisa Kerr

Area 9 — Knox County to transfer existing ROW to Preston and Lisa Kear.



MARK C. TUCKER REGISTERED LAND SURVEYOR AGRICULTURE COMMERCE NO. 1996 STATE OF TENNESSEE

THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-03-07

LEGEND

- ROW LINE
- PROPERTY LINE
- PROPOSED ROW LINE

GRAPHIC SCALE 1"=50'

0 50 100 150

ENGINEER:
ROBERT G. CAMPBELL & ASSOC., LLP.
7523 TAGGART LANE
KNOXVILLE, TN. 37938
PHONE: 865-947-5996

PROPERTY OF KNOX COUNTY		
DIST NO. 6 KNOX CO., TN.	SCALE 1" = 50'	DRAWN BY G.G.
SURVEYED BY ROBERT G. CAMPBELL & ASSOC., LLP		
DATE AUGUST 2025	PROJECT NUMBER 17056	

$$$$DGNSPEC$$$$

RLA-17994 **30.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
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

Information

CAPTION

Consideration of the closure of a portion of the Wye Way Lane terminus located north of River Oak Drive, Commission District 9.
(Commissioner Fox)

Attachments

Agenda Packet

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Environment and Planning • Operations

Notice of Request to Close Road/Right-of-Way

Date:	Wednesday, November 12, 2025
Name of Road:	Terminus Portion of Wye Way Ln
Location of Road:	North of River Oak Drive, south of the area altered by the TDOT S.R. 115 (US-129, Alcoa Highway) From Woodson Drive to Cherokee Trail Interchange Project Commission District 9
Length of Road:	Approximately 115'
Reason for Request:	Property owners request to obtain enough additional property to rebuild a house
Closure Representative:	Larry M. and Emily C. Gray 4604 Wye Way Lane Knoxville, TN 37920

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 8, 2025, at 3:00 p.m**. We would encourage the closure representative to attend this meeting, in the event questions are posed. A public hearing will be held later in the same assembly room as part of the County Commission Meeting. The date is **Monday, December 15, 2025 at 5:00 p.m.** The closure representative should be present at this meeting and be prepared to speak in the event questions are posed.

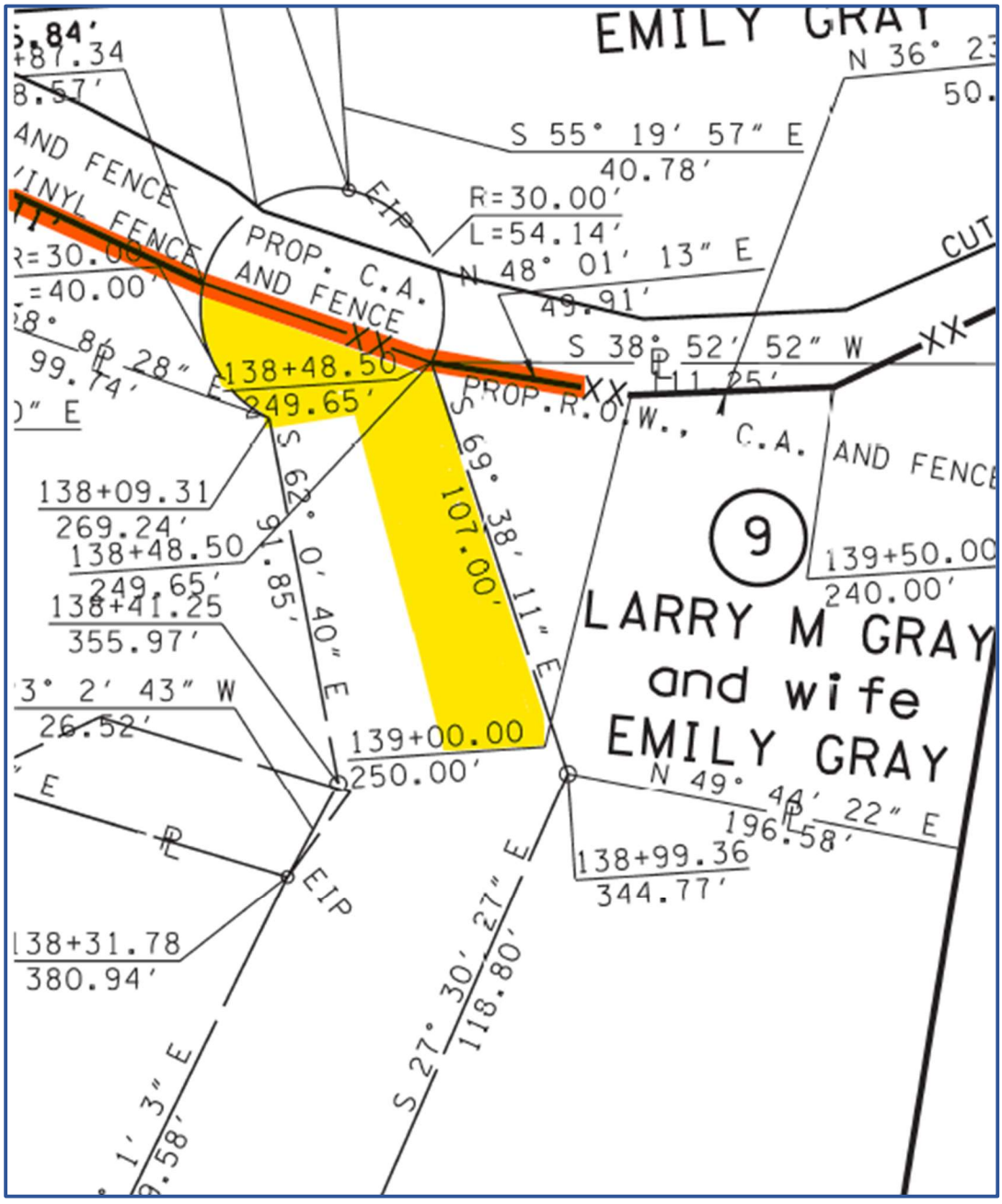
The property owners are required to furnish a survey to Knox County Engineering and Public Works showing the boundaries of the right of way to be abandoned and the boundaries of the lots of the person to whom the right of way is to be transferred as they will exist after the right of way is closed as requested. A metes and bounds paragraph description of the area being closed is also required. These documents can be submitted before or after the Commission Meetings. They must be submitted prior to preparation of the Quit Claim Deed.

Sincerely,

Jim Snowden, P.E.
Senior Director

Approximate Area requesting closure in Yellow

Orange Line represents TDOT Right-of-Way boundary



Disclaimer: For general reference purposes only.

November 1, 2025

Knox County Engineering and Public Works
Attention: Senior Director Snowden
205 West Baxter Avenue
Knoxville, TN 37917

Subject: Request for Closure of a Portion of Wye Way Lane

The portion of Wye Way Lane, in Knox County, Tennessee, for which closure is being requested, is at the dead end of the road as depicted on the attached diagram. Beginning on the north side of the dead end, we currently own approximately 31 feet on both sides of Wye Way (4601 and 4604). Knox County has a right of way of approximately 50 feet between our properties. We are requesting to close this property. We are also requesting the closure of the next approximately 80 feet by 20 feet wide of Wye Way that parallels our 4604 property.

Our reason for this request is to obtain enough additional property to rebuild a house to replace one of the two homes taken from our family for the Alcoa Highway widening project. My Dad built our home at 4602 Wye Way with lumber off my grandfather's farm in Karns after returning from serving in the Army in WWII. He later was reactivated and served in the Korean War. After returning, we almost lost our home during the Recession and lived in the basement apartment while renting our house. I am a disabled Vietnam Army veteran that has basically lived my entire 76 years on this family property.

Wye Way Lane intersects with Woodson Drive just off Alcoa Highway and with River Oak Drive that provides access to Woodson Drive.

We, Larry M. and Emily C. Gray, are requesting the closure and will act as the representatives at the Work Session. Our address is 4604 Way Wye Lane, Knoxville, TN 37920 and our phone numbers are 865-603-2422 (Larry) and 865-803-9250 (Emily).

There are currently no adjoining property owners so the Canvass Form is not included in this request.

The proposed closure area is to be transferred to Larry M. and Emily C. Gray.

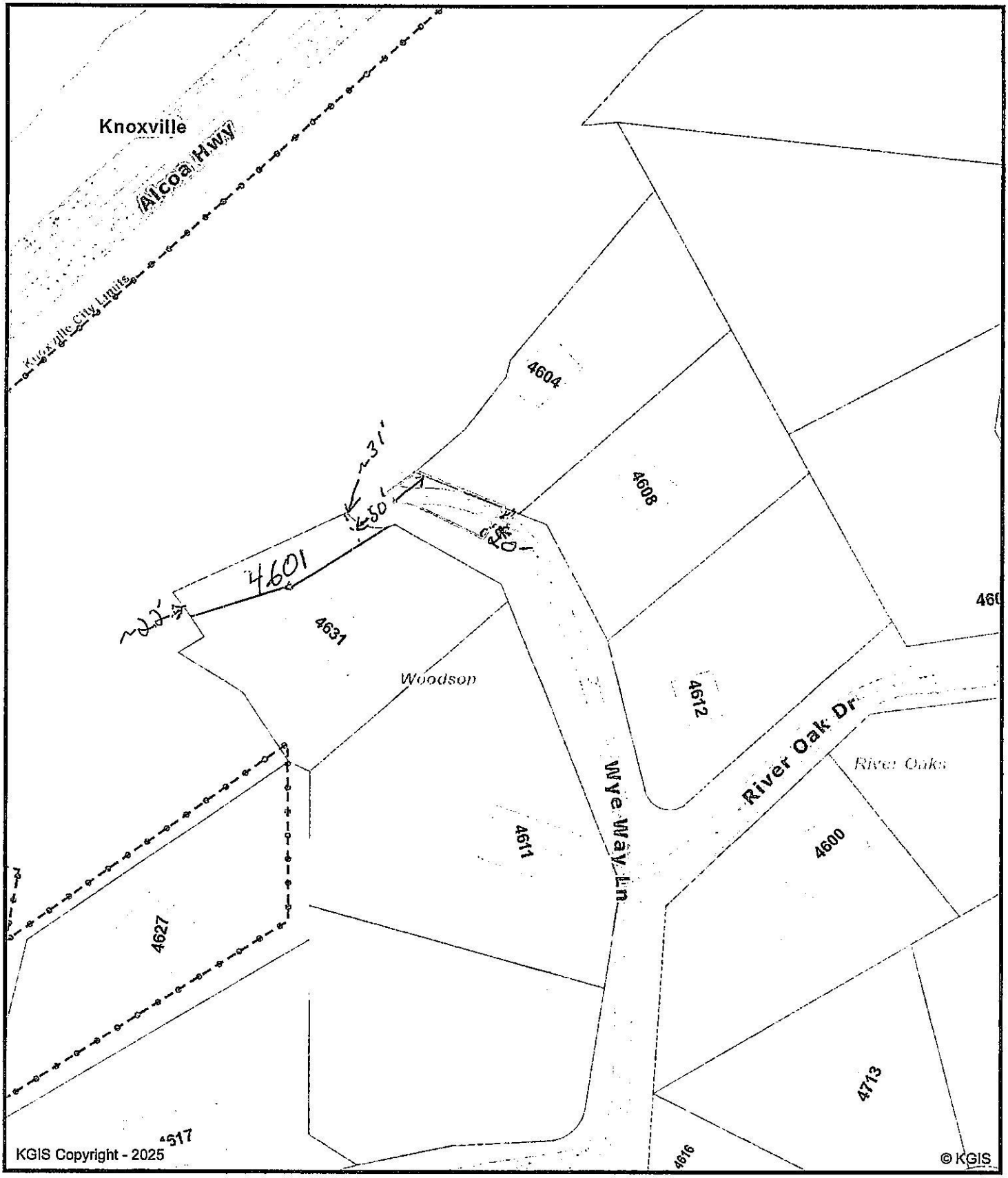
Thank you for your consideration of this request.

Respectfully,

Larry M. Gray

Emily C. Gray

Attachment



Wye Way Ln

Proposal to Close the Road/Right of Way Terminus

Knoxville - Knox County - KUB Geographic Information System

Printed: 9/2/2025 at 2:35:02 PM

0 50 100 200

ft

KGIS makes no representation or warranty as to the accuracy of his 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 futher covenants and agrees to hold KGIS harmless from any and all damage, loss, or liability arising from any use of this map product.

RLA-18040 **31.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Line Item Transfers - Total amount of $1,277,494.82.
(Finance)

Attachments

Line Items

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Parks and Recreation

Date: 12/4/2025

Authorizing Signature: Jayet D Mead

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1014810	518900	Full Time Regular Pay	56,177.16
		TOTAL	$ 56,177.16

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1014830	518900	Full Time Regular Pay	54,582.84
1014830	516900	Part Time Seasonal Occasional	1,594.32
		TOTAL	$ 56,177.16

JUSTIFICATION/EXPLANATION:

Approved: _____ 12/10/25
County Mayor — Date

Approved as the availability of Funds: _____ 12/9/25
Senior Director of Finance — Date

Approved for Transfer of Funds: _____
Chairman, County Commission — Date

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: JAN 7, 2026

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1710350	539900	Neighborhood Drainage Imp Oth Profess	40,000.00
1710350	579100	Neighborhood Drainage Imp Infrast	105,554.20
1710850	579100	Cedar Bluff Flood Mit Infrastructure	495.00
1710917	579100	Ebenezer Rd Brdg/Trnln Infrastruc	142,468.17
1710900	539900	Compreh/General Plan Oth Professional	136,608.68
1711590	579100	Carter School Sdwlk Imprvt Infrastructure	59,073.64
1710985	579100	Geometric Improvements Infrastructure	119,118.64
1711173	579100	Lovell/Gilbert Sgnlztn Infrastr	2,089.50
1711365	579100	Schaad Rd Infrastructure	297,751.72
1711460	579100	TDOT Partnerships Infrastructure	168,158.11
1711435	579100	Buttermilk Rd Realignment Infrastructure	150,000.00
		TOTAL	$ 1,221,317.66

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1711185	541650	Pedestrain Improvements Const Heavy	22,682.32
1710350	541650	Neighborhood Drainage Imp Constr Heavy	145,402.00
1710350	549950	Neighborhood Drainage Imp Oth Mater	152.20
1710850	530900	Cedar Bluff Flood Mit Contract w/Oth	495.00
1710917	539900	Ebenezer Rd Brdg/Trnln Oth Profess	142,468.17
1711282	539900	Northshore Imp Oth Professional	173,000.00
1710985	539900	Geometric Imprvmnt Oth Profess	119,118.64
1711173	539900	Lovell/Gilbert Sgnlztn Oth Profess	2,089.50
1711365	539900	Schaad Rd Oth Professional	114,625.34
1711365	541500	Schaad Rd Improvements	20,000.00
1711365	541650	Schaad Rd Construction Heavy	163,051.10
1711365	543500	Schaad Rd Office Supplies	75.28
1711357	571500	West Beaver Creek Relo Land	168,158.11
1711050	579100	Everett/Watt LIC Infrastructure	150,000.00
		TOTAL	$ 1,221,317.66

JUSTIFICATION/EXPLANATION:
Moving funding to cover negatives

Approved: _____ County Mayor — Date: 1/12/26

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 1/8/26

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

RLA-18041 **32.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Budget Amendments - Total amount of $28,332,655.82.
(Finance)

Attachments

Budget Amendments

ADOPTED BUDGETS FOR 2025-2026 AND REVISIONS

GJ#	PURPOSE	AMOUNT	FUND TOTAL	
101 --- ADOPTED BUDGET FOR GENERAL FUND 101				
1-2030	2026 Budget	239,524,189.00		
2-1789	Designations	485,000.00	240,009,189.00	*
1-2028	Reappropriating Encumbrances from FY25	991,882.09	991,882.09	
			241,001,071.09	
115 --- ADOPTED BUDGET FOR PUBLIC LIBRARY FUND 115				
1-2030	2026 Budget	15,972,332.00	15,972,332.00	*
1-2028	Reappropriating Encumbrances from FY25	370,503.92		
1-1430	Estimate & Appropriate Rothrock Estate	76,022.38	446,526.30	
			16,418,858.30	
122 --- ADOPTED BUDGET FOR DRUG FUND 122				
1-2030	2026 Budget	1,111,500.00	1,111,500.00	*
1-2028	Reappropriating Encumbrances from FY25	3,990.00	3,990.00	
			1,115,490.00	
128 --- ADOPTED BUDGET FOR AIR QUAILTY FUND 128				
1-2030	2026 Budget	160,000.00	160,000.00	*
1-2028	Reappropriating Encumbrances from FY25	6,094.92	6,094.92	
			166,094.92	
131 --- ADOPTED BUDGET FOR ENGINEER & PUBLIC WORKS FUND 131				
1-2030	2026 Budget	26,136,197.00		
3-47	Designations	2,002,313.29	28,138,510.29	*
1-2028	Reappropriating Encumbrances from FY25	15,450.35	15,450.35	
			28,153,960.64	
141 --- ADOPTED BUDGET FOR GENERAL PURPOSE SCHOOLS FUND 141				
1-2030	2026 Budget	700,485,000.00	700,485,000.00	*
1-2028	Reappropriating Encumbrances from FY25	5,346,941.03		
1-563	Designations - Textbooks	5,358,474.13		
1-678	Designations - Capital Funding, Bond Payoff, & Software	8,535,114.00		
1-571	Designations - IT, Roof Replacement, Transportation, Construction	7,628,183.00	26,868,712.16	
			727,353,712.16	

***County Commission has already approved.**

RLA-18015 **33.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	COUNTY MAYOR
Requires Expenditure of Funds:	NO
Funded in Current Budget:	YES
Appropriation Required:	NO

Information

CAPTION

Spread of Record the Order of the Knox County Mayor reappointing Nathan Butler to the West Knox Utility District Board of Commissioners.
(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 Nathan Butler 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 Nathan Butler 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 beginning January 1, 2026 and expiring December 31, 2029. Nathan Butler took the oath of office on December 17, 2025, a copy of the oath 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 19th day of December, 2025.

GLENN JACOBS
KNOX COUNTY MAYOR

OATH OF OFFICE

BOARD OF COMMISSIONERS
WEST KNOX UTILITY DISTRICT

I, Nathan Butler, 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.

Nathan Butler

Subscribed and sworn to before me this
17th day of December, 2025.

GLENN JACOBS
Knox County Mayor

EXHIBIT
A

RLA-18033 **34.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Matt Myers, PROCUREMENT
Department:	PROCUREMENT
Requires Expenditure of Funds:	NO
Funded in Current Budget:	NO
Appropriation Required:	NO

Information

CAPTION

Spread of Record for Knox County Procurement Regulation changes.
(Procurement)

Attachments

Updated Procurement Regulations

Summary of Changes

Redline Procurement Regulations

PROCUREMENT REGULATIONS

KNOX COUNTY PROCUREMENT DIVISION

APPROVED BY:

Chris Caldwell
Senior Finance Director

1/15/26
Date

David Buuck
Law Director

1/15/26
Date

Glenn Jacobs
County Mayor

1/15/26
Date

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EXHIBIT "A" PROCUREMENT CODE

EXHIBIT "B" EMERGENCY PROCUREMENT MANUAL

INTRODUCTION

The Knox County Charter requires the existence of a centralized procurement agency within Knox County Government. The Knox County Procurement Division, a service agency, operates under the direction of the Knox County Mayor.

This manual contains the procedures and regulations by which Knox County agencies and using departments are required to operate. It is to serve as a user's guide for Knox County employees and officials when implementing centralized and authorized, decentralized procurement procedures. All purchases shall be processed in accordance to these regulations and procedures.

The contents of this manual represent the minimal requirements. Knox County's elected and/or appointed officials, boards, or agencies, may establish other requirements, as they deem necessary. The contents of this manual are not intended to conflict with any existing law. Should any aspect of this manual conflict with law, law shall take precedence.

The success and integrity of the procurement process depends on the honesty and accuracy of all the elected officials, appointees, and employees of Knox County. Any comments or suggestions concerning the design or content of this manual will be appreciated. The Procurement Division is available to assist all Knox County offices, departments, and agencies at all times.

PURPOSE OF MANUAL

The Procurement Division is responsible for maintaining centralized procurement, supply management, project management, business outreach property management, property development and all other services and commodities purchased and/or leased for Knox County.

This manual describes and illustrates correct operating procedures and policies for Knox County's centralized procurement system. Knox County employees and agencies are expected to be familiar with and comprehend the contents of this manual in order to sustain and enhance the overall procurement process.

UPDATING THE MANUAL

These policies and procedures are current as of the date of publication. However, they will be reviewed and continually updated. As revisions occur, replacement pages will be published with corresponding publication dates and revision numbers. Outdated portions of the manual are to be removed and replaced with these revised pages as they are made available.

The Procurement Director will issue revisions and deletions of this manual. The regulations so issued shall be distributed to the County Mayor, the Senior Director of Finance, and the Law Director for approval. The Procurement Director shall be responsible for effectively disseminating and communicating the Procurement Regulations to all Department Heads and Elected Officials affected thereby.

SECTION I: ETHICS

The ethical standards in this section apply exclusively to the Procurement Division, Procurement Card Holders and Requisitioning authorities unless the standard is by ordinance or law. In such case the applicable law shall prevail.

A. NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING CODE OF ETHICS

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by any public sector procurement or materials management organization.

1. Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization;

2. Believes in the dignity and worth of the services rendered by the organization and the social responsibilities assumed as a trusted public servant;

3. Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served;

4. Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable;

5. Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved;

6. Believes that members of the Institute and its staff should at no time nor under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers;

7. Keep the governmental organization informed, through appropriate channels, on problems and progress of applicable operations, but personally remains in the background by emphasizing the importance of facts;

8. Resist encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis. Political, religious, racial, gender, disability, and age considerations carry no weight in personnel administration in the agency being directed or served;

9. Seeks or dispenses no personal favors. Handles each administrative problem objectively and emphatically without discrimination on the basis of principles and justice; and

10. Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing.

B. ETHICAL STANDARDS

Public Service is a Public Trust. Though enunciated over ninety years ago by President Coolidge, this axiom is still very valid. As a governmental organization, Knox County is obligated to aspire and attain to the highest level of ethical standards. The following guidelines are not an exhaustive detailing of all ethical situations. If further questions arise, consult with your immediate supervisor and the County Legal Department for a definitive ruling.

1. CONFLICT OF INTEREST POLICY (REFER TO SECTION 8.08 OF THE KNOX

COUNTY CHARTER.)

The purpose of this policy is to inform employees involved in the procurement function about the avoidance of conflict of interest. This policy applies to all employees who participate in any phase of the procurement process. Employees engaged in the procurement function are to be free of interests or relationships that are actually or potentially inimical or detrimental to the best interests of Knox County, and shall not engage in or participate in any commercial transaction involving the County, its affiliates, divisions or subsidiaries in which they have a significant financial interest.

Any employee engaged in procurement who has assumed, or is about to assume, a financial or other outside business relationship that might involve a conflict of interest, must immediately inform the supervisor of the circumstances involved. This information will be reviewed at an appropriate level for a decision whether or not a conflict of interest is present and, if so, what course of action will be taken. In this connection, a conflict of interest exists where an employee:

a. Has an outside interest, which materially encroaches on time or attention, which should be devoted to the affairs of the County.
b. Has a direct or indirect interest in or relationship with an outsider that is inherently un-ethical or that might be implied or construed to be, or make possible personal gain due to the employee's partiality toward the outsider for personal reasons or otherwise inhibit the impartiality of the employee's business judgment, place the employee or the County in an equivocal, embarrassing or ethically questionable position; or reflect on the integrity of the organization.
c. Takes personal advantage of an opportunity that properly belongs to the County.
d. Uses County property without approval.
e. Discloses County "trade secrets" or any other proprietary information to unauthorized persons.

2. GIFTS

Gratuities from current or potential business partners can lead to questions of conflict of interest. Therefore, the following policies are set forth:

a. No Knox County employee shall accept gifts, personal loans, entertainment, or other special consideration from an individual or business organization doing business with the County or which might do business with the County.
b. Loans are not accepted from an individual or organization having prospective dealings with the County unless such individual or organization is in the business of making loans to individuals.
c. No employee shall permit any influence that could conflict with the best interest of the County, or prejudice the County's reputation.
d. Association with supplier representatives at luncheons, dinners, or business organization meetings are helpful in establishing better business understanding. These associations are neither questionable nor un-ethical, provided the Knox County employee remains completely free of obligations.
e. Any employee who is offered or receives such payment or gift of more than a nominal value shall refuse it or return it to the giver in a tactful and dignified manner, advising the giver of the County's policy prohibiting its acceptance.

3. VENDOR SAMPLES

When vendors offer samples for evaluation, they will be accepted only under the following conditions:

a. The product is one, which is of a type presently in use or is of potential use to the County. Samples of goods not likely to be purchased are not to be accepted.
b. The quantity or size of the sample is small and is of low value. The purpose of a sample is to serve as an example to help determine its ability for Knox County service - not to provide an inventory of the material.
c. Any chemicals offered as vendor samples are not acceptable unless accompanied by an OSHA Material Safety Data Sheet.
d. If vendor samples are accepted, they shall be promptly conveyed to the appropriate department for testing. The vendor is entitled to a prompt evaluation of the sample, and Knox County intends to provide this courtesy.

4. PRODUCT ENDORSEMENTS

Requests for approval of a news release or advertisement stating the County, or any of its operating units or personnel, uses a product or service offered by particular firm shall be referred to the Senior Director of Finance for approval.

5. PURCHASES FROM EMPLOYEES

It shall be the policy of the County not to purchase any goods or services from any employee or close relative of any employee without the prior approval of the Procurement Director, Senior Director of Finance and/or the County Mayor.

6. VENDOR RELATIONS

It is the policy of Knox County to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in all dealings. Applicable laws must always be scrupulously observed. In this regard, the following must be observed when dealing with suppliers and their representatives:

a. Grant prompt and equal reception, as well as fair and equal treatment, to all suppliers and their representatives.
b. Provide equal opportunity for all suppliers to make price and specifications quotations.
c. Decline to take advantage of seller's errors, and show consideration for seller's difficulties by cooperating with the seller whenever possible.
d. Avoid putting sellers to unnecessary expense or inconvenience on returned goods.
e. Explain as clearly as possible to suppliers the reasons for the rejection of their bids or proposals.
f. Stay informed about the sources of supply, services and materials, and encourage their testing.
g. Communicate the procurement procedures, solicitation terms and conditions, vendor guide, and other requirements to the Seller.

7. RESTRICTIONS ON EMPLOYMENT OF PRESENT EMPLOYEES

Contemporaneous Employment is prohibited. It shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the County.

8. CIVIL AND ADMINISTRATIVE REMEDIES AGAINST EMPLOYEES WHO BREACH ETHICAL STANDARDS

A department head, immediate supervisor, or the Senior Director of Finance may impose any of the following penalties depending upon the nature of the breach:

a. Oral warnings
b. Written warnings
c. Oral reprimands
d. Written reprimands
e. Suspension with or without pay for a specified period
f. Termination of employment

C. REPORTING OF SUSPECTED COLLUSIVE BIDDING OR NEGOTIATION

When collusion is suspected among any bidders a written notice of such suspicion shall be submitted to the Law Director. The Law Director may coordinate any investigation of alleged collusive activity with the State of Tennessee Attorney General Antitrust Division. All documents involved in any procurement in which collusion is suspected shall be retained until the Law Director gives notice that they may be destroyed. All retained documents shall be made available to the Law Director or his/her designee upon request.

SECTION II: DEFINITIONS

When used in the context of this manual and in the authorization of Purchase Orders, Contractual Agreements, Invitations to Bid, Request for Proposals or other pertinent documents, the words, conditions, and phrases below shall have the following meanings:

1. Accept: To receive with approval or satisfaction.

2. Acknowledgement: Written confirmation from the vendor to the purchaser of an order implying obligation or incurring responsibility.

3. Agreement: A coming together in opinion or determination; Understanding and agreement between two or more parties.

4. All or None: Knox County reserves the right to award each item individually or to award all items on an "all or none" basis.

5. Annual: Recurring, done, or performed every year.

6. Appropriations: Public funds set aside for a specific purpose.

7. Approved: To be satisfied with; admit the propriety or excellence of; to be pleased with; to conform, to ratify.

8. Approved equal: Alike; uniform; on the same plane or level with respect to efficiency, worth, value, amount or rights.

9. Attest: To certify to the verity of a public document formally by signature; to affirm to be true or genuine.

10. Authorized Price List: A price list of the products or services covered in a contract that contains minimum essential information needed by users for placing orders.

11. Award: The presentation of a contract to a vendor; to grant; to enter into with all required legal formalities.

12. Awarded Bidder: Any individual, company, firm, corporation, partnership, or other organization to whom an award is made by the County.

13. Best Interests of the County: A term frequently used in granting a procurement official the authority to use discretion in taking whatever action that is most advantageous to the government. The term is used when it is impossible to anticipate extraordinary circumstances

that may arise, substituting for specific directions that would, under normal circumstances, be delineated by law or regulation.

14. Best Value: Means more than low cost. It includes initial cost, service, quality and other factors related to the acquisition.

15. Bid: A vendor's response to an Invitation for Bids; the information concerning the price or cost of materials or services offered by a vendor.

16. Bidder: Any individual, company, firm, corporation, partnership or other organization or entity bidding on solicitations issued by the Procurement Director and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

17. Bidder's List: A list of suppliers of various goods and services from whom bids, proposals, and quotations can be solicited.

18. Bid Bond: An insurance agreement in which a third party agrees to be liable to pay a certain amount of money should a specific vendor's bid be accepted and the vendor fails to sign the contract as bid.

19. Bid File: A folder containing all of the documentation concerning a particular bid. This documentation includes: the names of all vendors to whom the invitation to bid was sent, the responses of the vendors, the bid tabulation, the award sheet and any other information as may be necessary.

20. Bid Opening: The opening and reading of the bids, conducted at the time and place specified in the invitation for bids and in the presence of anyone who wishes to attend.

21. Bid Solicitation: Invitations for Bids

22. Blanket Bid (order): A type of bid used by buyers to purchase repetitive products. The County establishes its need of a product for a specified time. The vendor is then informed of the County's expected usage during the duration of the contract. The County agencies will order small quantities of these items from the vendor over the life of the contract.

23. Bulk Procurement: Procurement in large quantities in order to reduce the price per unit.

24. Business: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or legal entity through which business is conducted.

25. Buyer: An assistant to the Procurement Director. The buyer is responsible for negotiating with the vendors and obtaining the quotes and information from which bids are solicited.

26. Cancel: To revoke a contract or bid.

27. Cancellation: To annul or invalidate; to strike or cross out; to make void.

28. Capital Items: Equipment that has an expected life-span of one year or longer and a value (usually) in excess of $10,000.00.

29. Cash Discount: A discount from the purchase price allowed to the purchaser if payment is made within a specified time.

30. Caveat Emptor: Let the buyer beware; used in proposals or contracts to caution a buyer to avoid misrepresentation.

31. Certify: To testify in writing; to make known or establish as a fact.

32. Commodity Code: A numbering system that enables the computer software to monitor the purchase and usage of items bought by Knox County. Every item purchased is assigned up to an eleven-digit commodity code that represents one, and only one, item.

33. Competitive Solicitation: Bidding on the same undertaking or material items by more than one vendor; competitive bidding must, by due advertising, give opportunity for everyone to bid, but does not mean that more than one bid must be submitted.

34. Competitive Negotiations: A procurement method for obtaining goods, services, and construction in which discussion and negotiations may be conducted with responsible proposers who submit responsive proposals. The process concludes with the award of a contract to the proposer who offers best value.

35. Concealed Damage: Damage that is not readily identifiable by routine visual examination.

36. Confidential Information: Information available only to specified personnel or officers of the County that is not necessarily open to public scrutiny.

37. Confirming Order: A form used to verify a purchase order made by telephone, fax and/or any other approved electronic method of procurement that serves as the vendor's original hard copy, listing the pertinent information of the order. This is for verification only and is designed to avoid order duplications and misunderstandings.

38. Conspicuously: To be prominent or obvious; located, positioned, or designed to be noticed.

39. Construction: The building, alteration, demolition or repair (including, but not limited to, dredging, excavating and painting) of public buildings, structures and highways, and other improvements or additions to real property.

40. Contract: An agreement, grant or order for the procurement, use, or disposal of supplies, services, construction, insurance, real property or any other item.

41. Contract Modification: The alteration of a provision within an existing contract.

42. Contractor: A supplier of labor, services, or materials; any person having a contract with the County.

43. Control: Authority to manage, direct, regulate, or oversee.

44. Cooperative Procurement: Procurement conducted by, or on behalf of, more than one public procurement unit, or by a public procurement unit with a foreign procurement entity.

45. County: Knox County, Tennessee.

46. Debarment: Means the disqualification of a person to receive invitations for bids, requests for proposals, or the award of a contract by the County.

47. Deficient Materials: Material found to be faulty or unsuitable for its intended use because of one or more deficiencies, such as quality, design, or procurement deficiency, that is not the result of damage.

48. Delivery Schedule: The required or agreed upon rate of delivery of goods or services.

49. Demurrage: Charges made on freight shipments that are not unloaded within two days after arrival.

50. Department: Any agency or, division thereof, which is authorized or created by the Charter of Knox County, or by ordinance made pursuant thereto.

51. Department Head: The chief administrative officer of a department.

52. Design-Build: A delivery method for construction projects that combines the architectural, engineering, and construction services required for a project into a single contractual agreement.

53. Discount for prompt payment: A predetermined discount offered by a vendor for prompt payment.

54. Dispute: Disagreement between parties to a contract over performance or other contract term requiring administrative action to resolve.

55. Distribution: The movement of goods from manufacturer to consumer; includes marketing, buying, selling, promotion, advertising, handling, storage, and transportation.

56. Employee: A person drawing a salary from the County, whether elected or not.

57. Encumber: Reserve funds against a budgeted line item; to charge against an account.

58. Established Catalogue Price: A price included in the most current catalogue, price list, schedule, or other source.

59. Ethical: Conforming to professional standards of conduct; conforming to the Code of Ethics and/or Ethical Standards as provided in this manual or other county and state provisions.

60. Evaluation of Bid: The process of examining a bid to determine a bidder's responsibility, responsiveness to requirements, and other characteristics of the bid that determine the eventual selection of a winning bid.

61. Evaluated Bid Price: The dollar amount of a bid after bid adjustments are made pursuant to a precise mathematical formula set forth in the invitation for bids, which measures the effective price to the County. Such formula shall take into account factors that contribute to the economy and effectiveness in the operation of a procured item, such as reliability, maintainability, useful life and residual value.

62. Expediting: Ensuring the speedy delivery of a shipment to its destination; the attempt to avoid delays that might require tracing.

63. Extend: To continue for a period of time; prolong.

64. Federal Excise Tax: An inland imposition, paid sometimes upon the consumption of the commodity, and frequently upon the retail sale.

65. Financial Interest: Means:

    (a) Ownership of any interest, or involvement in any relationship, from which the individual or entity has, within the past three (3) years, received, is presently receiving, or is entitled to receive in the future, more than one hundred dollars ($100.00) per year; or

    (b) Holding a position in a business such as officer, director, trustee, partner, employee or the like, or holding any position of management.

66. Firm-Fixed-Price Contract (FFP): A fixed-price contract with a price that is not subject to any adjustment on the basis of the contractor's cost experience or other circumstances arising during the performance of the contract.

67. Fiscal Year: An accounting period of 12 months, beginning July 1 of the current year through June 30 of the upcoming year.

68. Formal: Arranged in proper and methodical order. The proper technical terms or phrases, arranged in logical order and capable of being adapted to the circumstances of the specific case.

69. Good Faith: Factual honesty in the conduct of a transaction; the observance of reasonable commercial standards of fair dealing.

70. Goods: All materials, equipment, and supplies.

71. Immediate Family: Spouse, children, grandchildren, parents, and brothers and sisters.

72. Ineligible Bidder: A supplier, who by reason of historical financial instability, unsatisfactory reputation, poor performance, or other similar reasons, cannot meet the qualifications for placement on the bidder's list for award of a contract.

73. Informal Bid: Contacting a minimum of three vendors to obtain three (3) written quotes for items of a value more than $25,000.00.

74. Inspection: Examination and testing, including processes, raw materials, components, intermediate assemblies, and end items to determine whether the items conform to contract requirements.

75. Inventory: The stock of goods on hand or an itemized list of a stock of goods indicating volume and values.

76. Invitation for Bid (IFB): A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

77. Invoice: A written account of merchandise and process, delivered to the purchaser; a bill.

78. Lead Time: The period from date of ordering to date of delivery that the buyer must reasonably allow the vendor to prepare goods for shipment.

79. Legal: Conforming to law, according to law; required or permitted by law; not forbidden or discountenanced by law; good and effectual in law.

80. Lessen: To cause decrease; make less; to minimize to decrease.

81. Life Cycle Costing: A procurement technique that considers the total cost of procurement, maintaining, operating and disposing of a piece of equipment when determining low bid.

82. Lowest Responsible Bidder: The bidder who is awarded a contract because in the unit price, total cost of operation, or value per dollar, the vendor's bid is lower than any of the other bidders whose reputation, past performance, business and financial capabilities are such that they would be judged to be capable of satisfying the government's needs for the specific contract.

83. Non-stocked Items: Items of material centrally managed and purchased but not stocked to meet demands from requisitioners.

84. Performance Bond: A bond given to a purchaser by a vendor (or contractor) guaranteeing the performance of certain services or delivery of goods within a specified time. The purpose is to protect the purchaser against a cash loss that might result if the vendor did not deliver as promised.

85. Policy: The general principles by which a government is guided in its management of public affairs.

86. Pre-award Survey: Physical survey and evaluation of a prospective contractor's plant, equipment, and capacity to perform (both technically and financially), made before an agency signs the contract. Used in those circumstances where additional information is required for a determination of the responsibility of the prospective contractor.

87. Pre-bid Conference: A meeting held with potential vendors a few days after an invitation for bids has gone out to promote uniform interpretation of work statements and specifications by all prospective contractors.

88. Procured Item: Any supply, service, construction, insurance or any other item obtained in accordance with this code.

89. Procurement: Buying, renting, leasing or otherwise obtaining supplies, services, construction, insurance or any other item. It also includes all functions that pertain to the acquisition of such supplies, services, construction, insurance and other items, including description of requirements, selection and solicitation of sources, preparation and award of contract, contract administration, and all phases of warehousing and disposal.

90. Product Analysis: A study of products through market research in order to develop new ones, adapt old ones to new uses or to determine product characteristics most valuable to the consumer. Also, in industry, the studying of how to produce the best possible product for the most economical price.

91. Project Management: The application of processes, methods, knowledge, skills and experience to achieve the project objectives.

92. Protest: A complaint about a governmental administrative action or decision brought by a vendor with the intention of achieving a remedy. A protest is a controversy that may occur during solicitation and through award of a contract. It often takes the form of a written objection to an invitation for bid or request for proposal solicitation, or to a proposed award.

93. Public Document: Any document or record connected with the public business or the administration of public affairs issued and preserved by any department of the government.

94. Public Procurement Unit: Means the State of Tennessee, any county, city, town, governmental entity and other subdivision of the State of Tennessee, or any public agency, or any other public authority.

95. Purchase Order: A legal document used to authorize a purchase from a vendor. A purchase order, when given to a vendor, should contain statements about the quantity, description, and price of the goods or services ordered; agreed terms to payment, discounts, date of performance, transportation terms, and all other agreements pertinent to the purchase and its execution by the vendor.

96. Qualifications-Based Selection (QBS): A procurement process for the competitive selection of architectural and engineering services under which the most appropriate professional or firm is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than on fees. Fair and reasonable fees are negotiated with the top-ranked firm for an agreed-upon scope of services.

97. Quotation: A statement of the market price of one or more commodities; the price specified to a correspondent.

98. Receiving: The act that physically receives shipments from a carrier and makes Knox County legally liable for payment.

99. Reject: Refuse to accept, recognize, or make use of; repudiate, to refuse to consider or grant.

100. Request for Proposal (RFP): All documents utilized for soliciting competitive proposals. A bid solicitation method used for requirements exceeding authorized limits when it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirements, or other factors will be considered in the selection of the contractor in addition to price, or only one source is being solicited.

101. Request for Qualifications (RFQ): A document, which is issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing the solicitation.

102. Requisition: Any document whereby a using agency requests that a contract be obtained for a specified need.

103. Responsive Bidder: One who has submitted a bid that conforms in all material respects to the invitation for bids.

104. Schedule Contract: A contract that consolidates agency requirements by pre-establishing a bid opening date and requiring using agencies to submit requirements by a specified time.

105. Sealed: Secured in any manner so as to be closed against inspection of contents.

106. Sealed Bids/Proposals: Written and/or electronic bids or proposals that are submitted in response to an invitation for bid/request for proposals, by potential vendors before a certain date. The bid is submitted in a sealed envelope or through the County's on-line procurement system to prevent dissemination of its contents before the deadline for the submission of all bids.

107. Services: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, the rental of equipment or materials, or supplies.

108. Signatory Agent: One that acts for or as the representative of another, by affixing his/her signature to a document.

109. Small Business: A United States business which is independently owned and operated and is not dominant it its field of operation or an affiliate or subsidiary of a business dominant in that field of operation.

110. Sole Source Procurement: An award for a commodity, which can only be purchased from one supplier, usually because of its technological, specialized, or unique character.

111. Specifications: Any description of the physical or functional characteristics of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

112. Standardization: The making, causing, or adapting of items to conform to recognized qualifications.

113. Subcontractor: Any business that holds an agreement or purchase order to perform a part of the work or to make or furnish any article or service required for the performance of a county or county-funded prime contract or subcontract there under.

114. Supplies: All property except land or interest in land.

115. Suspension: The disqualification of any person to receive invitations for bid, or request for proposals, or to be awarded a contract by the county or any governmental body thereof, for a temporary period pending the completion of an investigation, and any legal proceedings that may ensue.

116. Term Contract: A contract in which a source of supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.

117. Termination for Convenience: Action by which the procurement entity, in accordance with contract provisions, unilaterally cancels all or part of the contract work for the best interest of the jurisdiction, and with no reflection on the contractor's performance.

118. Termination for Default: Action by which the procurement entity, in accordance with contract provisions, unilaterally cancels all or part of the contract work due to the contractor's failure to perform in accordance with the terms of the contract.

119. Textbook (to include "Books" and Periodicals"): "Textbook" or "textbooks" includes "electronic textbook" or "electronic textbooks," which means computer software, interactive videodisc, magnetic media, CD-ROM, computer courseware, local and remote computer assisted instruction, online services, electronic medium or other means of conveying information to the student, or otherwise contributing to the learning process through electronic means.

120. Unconcealed Damage: Damage visible upon arrival of the shipment and indicated on the receipt returned to the carrier.

121. Using Agency: Any department that utilizes supplies, services, insurance, construction or any other item procured under this code.

122. Value: The estimated or appraised worth of any object or property calculated in money.

123. Vendee: A purchaser, buyer, or consumer; one to whom anything is sold.

124. Vendor: The person who transfers property, goods, or services by sale.

SECTION III: GENERAL POLICIES

The Senior Director of Finance is the legally authorized procurement agent for Knox County. The Senior Director of Finance delegates the procurement and signatory authority to the Procurement Director and the duly authorized buyers. Unlimited procurement and signatory authority has been delegated to the Procurement Director and buyers. This authority must not conflict with any existing Federal, State or local laws, and it must conform to the formal regulations and procedures adopted by Knox County. Finally, this authority must be within the budgetary limitations of Knox County Government.

The Procurement Division of Knox County is the SOLE agency vested with the responsibility of expending Knox County funds in the procurement of equipment, materials, and services. It is a service department created to assist all departments of Knox County in procuring their needs and to counsel, advise, expedite and assist in ***true emergencies.***

A. IN ORDER TO PROVIDE THIS SERVICE, THE OBJECTIVES OF THE PROCUREMENT DIVISION ARE:

1. To secure the advantages of a centralized procurement process;
2. To promote effective competition among prospective suppliers of goods and services;
3. To make the procurement procedures as uniform as possible among the various departments and offices of the County;
4. To simplify, clarify, and modernize the law governing procurement by the County;
5. To promote fair and equitable treatment to all suppliers or prospective suppliers of goods and services;

6. To provide for increased public confidence in procedures followed in public procurement;
7. To permit the continued development of procurement policies and practices;
8. To process all requisitions with the least possible delay;
9. To purchase items that will best meet the needs of the using departments, and to assist departments in budget development by provision of cost estimates.
10. To promote the effectiveness, efficiency, and economy of the procurement function.
11. To provide inventory control services.

a. RESPONSIBILITIES OF THE USING AGENCIES

Procurement must be a combined effort of the using agencies and the Procurement Division. Only when both of these entities perform properly will the procurement process maximize savings for Knox County taxpayers. Using agencies should learn the processes and procedures contained in this manual and adhere to them. Responsibilities of the using agencies are outlined below:

i. To allow ample lead-time for the Procurement Division to process the requisition, issue the purchase order, and allow the supplier time to deliver the needed items. The designations "ASAP and Immediately" are misleading and should not be used unless there is a bona-fide emergency.
ii. To prepare a complete and accurate description of the materials to be purchased - as the requisition instructions in the manual indicate.
iii. To Plan Purchases to eliminate avoidable emergencies.
iv. To initiate specification preparation on items to be bid.
v. To advise the Procurement Division of defective merchandise or dissatisfaction with vendor performance.
vi. To promptly receive when requisitioned items are delivered. All receiving is electronic and is done in the MUNIS Purchase Order Receiving File Maintenance Application.
vii. To notify Procurement of any requirements for grant funds (CFR/ESSER, etc.)

b. PURCHASE REQUISITION PROCEDURES

PROPERLY COMPLETING REQUISITION INFORMATION

The way a requisition is filled out in the using department is very important to the procurement function. The requisitioner has a specific need when the requisition is prepared. If the need is not communicated properly to the Procurement Division, the results could be less than satisfactory. The following are typical problems with requisitions:

i. Insufficient description or too much abbreviation
ii. No word description-just part or model numbers
iii. Incorrect unit of measure or incorrect quantity
iv. Incorrect address or telephone number
v. Restrictive specifications

The Buyer needs to be able to understand the requisition because each item has a corresponding class-item code for input into the computer. **The Procurement Division reserves the right to reject requisitions, which are not properly completed.**

B. REQUISITIONER'S AUTHORITY

The SOLE authority for requisitioning resides in and for the departments of Knox County. The Procurement Division cannot requisition items without a written and/or electronic request from a using agency. The departments of Knox County can request any equipment, materials, or supplies that are necessary for the operation of that office. However, requisitioning departments **DO NOT HAVE** the legal authority to commit Knox County funds for the purchase of items. Only the Knox County Procurement Division has the legal authority and obligation to commit County funds for expenditure. For the procurement activities of Knox County government to operate effectively, there needs to be a professional and complimentary working relationship between the Procurement Division and using agencies. Only when these departments work in unison can the public interest be served best.

C. FLOW OF REQUISITIONS AND BIDS

Please refer to the MUNIS/BuySpeed Manual for Procurement and Departmental Users.

D. IRAN DIVESTMENT ACT

Pursuant to Tennessee Code Annotated §12-12-106, by submission of a response to a solicitation, each vendor and person signing on behalf of any vendor certifies, and in case of a joint submission each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list as published in the Tennessee Department of General Services Public Information Library.

E. NO BOYCOTT OF ISRAEL

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to any solicitation, each vendor and each person signing on behalf of any vendor 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 vendor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

SECTION IV: PROCUREMENT PROCEDURES AND CODES

The Procurement Director, or his/her designee, receives the requisition from the requisitioner and examines it for proper completion. If completed properly, the procurement process is initiated. All purchases of $50,000.00 or more must be competitively bid. In the purchase of goods and services, it is the objective of the Procurement Division to establish full and free competition. All legitimate and bona fide vendors are given maximum opportunity to bid on open requirements. Using agencies do not have the authority to purchase up to the amount of $50,000.00. Only the Procurement Division is authorized to make purchases on behalf of Knox County. However, emergencies or other urgent conditions will necessitate departmental procurement. This information is reflected in the Procurement Code.

Procurements not exceeding $25,000 shall be defined as Small Procurements and are at the discretion of the department head as to where the commodity or service is procured. These Small Procurements shall follow all Requisition, Electronic Commerce Card and Purchase Order procedures as set out in the Procurement Regulations.

Procurements exceeding $25,000 but not exceeding $50,000 shall be acquired by Informal Bidding which requires three (3) written quotes for the commodity or service. If three written quotes are not obtainable the procurement shall be procured through the formal sealed solicitation, or other methods.

The above dollar thresholds for Small Procurements and Informal Bidding are to be considered in aggregate by Vendor for any fiscal year. The Procurement Director shall have the final decision on whether an item or service is deemed a Small Procurement.

Aggregate spend totals in any fiscal year shall not exceed $25,000 with any vendor without an established contract.

A. THE PURCHASE ORDER

The purchase order is an authorization for the vendor to deliver or supply equipment, materials, or services for use of a County department. ***The Procurement Division is the only party authorized and empowered to make purchases for agencies, offices, and departments of the County Government.***

The Purchase Order is computer generated and addressed to the selected vendor. The date issued, requisition number, point of delivery, description and quantity, unit price, and a total price of the equipment, service, or material is contained within the Purchase Order. The acceptance of a Purchase Order by the vendor is subject to the standard terms and conditions of Knox County. The terms and conditions are publicly displayed in the Procurement Division and are included, and must be complied with in order to successfully complete "Vendor Registration", as part of the vendor registration process.

Any change to the Purchase Order must be submitted to the Procurement Division. A change order will not be done until such request has been submitted. The vendor must place the purchase order number on all invoices submitted for payment. Two copies of the invoice are to be mailed promptly to the address as listed on the Purchase Order.

B. CHANGE ORDERS

Occasionally, it will be necessary for the Procurement Division to modify previously issued purchased orders. When changes are made on a purchase order the buyer must complete the necessary steps in order to make the required changes in the on-line procurement system. Please refer Munis/BuySpeed Manual for procurement and Departmental Users.

C. PROCUREMENT COMPUTERIZATION

Knox County's Procurement Division use of an automated procurement system facilitates the flow of paperwork and enables the department to meet the needs of the various departments it serves more efficiently. The software utilized to achieve this service requirement is Munis/BuySpeed. End User Training manuals are provided to all users after successful completion of system training administered by the Procurement Division.

D. STATE PROPERTY UTILIZATION

On occasion, Knox County will find it beneficial to purchase supplies or equipment from the State of Tennessee Surplus Property system. The normal procurement process will be followed to procure these items.

E. TENNESSEE STATE INDUSTRIES

Tennessee State Industries operated by the residents of the State Penal System, produces goods for sale to non-profit entities in the State of Tennessee. Often these high quality goods are less expensive than items purchased elsewhere. Whenever Knox County desires to purchase an item that TSI produces, the TSI price and specifications should be considered, as are the prices of other vendors. TSI products, such as pillows, pillow cases, uniforms, mattresses, office furniture and furniture refurbishing, are often utilized in the criminal justice departments/offices of Knox County.

F. STATEWIDE CONTRACTS

The State of Tennessee has contracts on many items and local governments can purchase from these contracts if they so desire. At times it will benefit Knox County to purchase from

the state contract. Knox County is not required to purchase from the state contract. Once a sealed bid is opened, the Buyer should consult the states website to determine if the state contract will provide the item at a lower cost than the responding vendors.

If the state contract is less expensive than the lowest bid received on the item, the purchase should be made from the state contract. The purchase order should be issued to the vendor specified on the state contract and a notation made that the purchase is through a statewide contract. When the purchase order is issued, the normal procurement procedures will continue. The vendor's invoice must be carefully examined to ensure that Knox County was charged at the state rate.

G. ITEMS REQUIRING COMMISSION APPROVAL

Approval of the Knox County Commission shall be required in the following instances:

1. The acceptance of grants from the United States of America or the State of Tennessee and as required by Tennessee Code Annotated 5-8-101.

2. Proposed contracts involving projects or programs not previously approved by the Commission;

3. Proposed contracts or agreements wherein funds have not been appropriated or which require new or additional appropriations for their funding.

4. All proposed contracts for the purchase, sale or lease of real property, and all proposed franchises granted by the county shall require the approval of the Commission after the bidding or negotiation process has been completed and prior to execution on behalf of the County.

5. All proposed contracts for which payment to the contractor shall exceed One Hundred Thousand Dollars ($100,000.00) over the anticipated life of the contract; and

6. All modifications or changes to existing contracts, ***except for road, bridge and building construction***, that would increase expenditures under the existing contract by Twenty-Five Thousand Dollars ($25,000.00) or more.

7. All modifications or changes to existing road, bridge, and building construction contracts that would increase expenditures under the existing contract by One Hundred Thousand Dollars ($100,000.00) or more.

H. INFORMAL PROCUREMENT METHODS

At times, an item is not available through the sealed competitive solicitations process or through federal or state property utilization. Furthermore, at times the cost of the sealed bid process is not justified by the purchase cost of an item. In these cases, a less formal method of procurement will be utilized to obtain the item. The object of these informal procurement methods is to obtain the necessary item at the lowest possible cost to Knox County.

1. ELECTRONIC QUOTES

   Frequently, the Procurement Division utilizes e-mail to obtain pricing, availability, and handling charges of items before a purchase order is issued. This reduces the number of purchase orders that must be revised once the goods are received. In addition, the on-line procurement system allows Buyers to solicit, receive, and tabulate quotes electronically in a secured environment.

I. AMOUNTS PROCESSED WITHOUT FORMAL SEALED BIDS OR INFORMAL BIDS

Formal sealed bids are often impractical for the purchase of certain items. The goal of the Procurement Division is to obtain the supplies necessary for the efficient operation of the Knox County Government. For reasons of cost effectiveness, single sources, delivery considerations, fair price, limited time for procurement, etc. the Procurement Division will, at times, purchase items on the "Open Market." This simply means that telephone/facsimile bids nor sealed bids will be utilized. The Procurement Director, or his/her designee, will determine which (if any) of the requisitions should be procured through the open market system. The prices paid for these items will be fair and in accord with prevailing market prices. This "open market" provision will not be used to circumvent any established procurement statute or procedure.

J. REQUISITION FOR AN ITEM TO BE SENT OUT ON BID

Purchases exceeding $50,000.00 in value will be made through the use of competitive sealed bids. If the award criteria are not easily measured (or objective) competitive sealed proposals may be utilized. Once the Procurement Director has determined that a requisition will be fulfilled through sealed bids, the buyer then prepares the specifications. The requisitioning agency will be asked to assist in the preparation of these specifications.

Once the specifications are prepared, the buyer prepares the general terms and conditions for Invitation for Bids. The Procurement Division will coordinate any changes in the requisitioning department's specifications, or substitutions in quality, with the requisitioning department.

Vendors must be registered with the Procurement Division prior to bid opening. The vendor must complete a vendor application, which identifies the entity, address, telephone and facsimile number, point of contact, commodities/services they provide, and business license information. The vendor must also comply with the Conflict of Interest policy, which is included with the vendor application. Now, vendors may utilize the on-line vendor registration feature of the on-line procurement system.

Once the bid box is opened, each bid is brought out individually/or electronically unlocked and publicly opened. The buyer either reads aloud or passes the bids received around to any interested parties who may be present. The buyer stamps the received bids as "Official File Document Do Not Remove Or Mark." The buyer sends applicable copies of the bids to the using department for review. The bids are placed in the appropriate folder and are later tabulated and compared.

If bids will not fit into the bid box, the BID CARD FORM is completed and inserted in the bid box instead. This form is clocked in when the bid arrives. The vendor's name, the bid number and the receiver's name are noted on the form. This proves that the bid was received before the designated bid opening time.

The buyer analyzes the bids for responsiveness, completeness, and price. Using the evaluation criteria, the buyer decides which vendor should be awarded the bid and completes a Statement of Award Form. If the award is over $100,000, the Procurement Director will also review the file and sign the Statement of Award Form. This signifies that these buyers agree with the award decision. A notification of award is prepared for the successful bidder and a purchase order is prepared. All pertinent documents are placed in the permanent folder.

The buyer will send written and/or electronic notification to all unsuccessful vendors who submitted bids. In addition, any vendor bid bonds will be returned.

If a bidder has a complaint about the bidding process or the award process, Knox County has a bid award protest procedure. This procedure is used to resolve any differences that might arise between Knox County and potential vendors.

Knox County reserves the right to accept or reject a bid or any part of a bid; to award a bid on an "all or none basis;" to cancel a bid at any time by giving appropriate notice; to lessen a bid (after it is opened); and to require necessary bonds as required by law.

The requesting department and a Procurement Division representative should make an evaluation of the bids. A written form of the evaluation is submitted to the appropriate buyer, by the requesting department, before a bid award is made. Bid evaluation must be completed in a timely manner. The buyer will document the purchase with the appropriate amount of detail for the given purchase. More complex purchases (e.g. requests for proposals with evaluated criteria, technical buys, etc.), will receive more documentation to provide a history of the buy and an audit trail.

Please refer to **Section 2, "Bid Administration"** of the Buyers Guide to BuySpeed On-Line, for additional details related to the processing of bids in the on-line procurement system.

K. COMPETITIVE NEGOTIATIONS

Competitive Negotiation may be used when competitive sealed bidding is impracticable. A contract may be awarded by competitive negotiation when it is determined by the Procurement Director that the use of competitive sealed bidding is not practicable. In such cases, Requests for Proposals shall be used unless Noncompetitive Negotiation is utilized.

L. USE AFTER UNSUCCESSFUL COMPETITIVE SEALED BIDDING

Contracts may be competitively negotiated when it is determined by the Procurement Director that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and when:

1. Each responsible bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate; and
2. The negotiated price is lower than the lowest rejected bid of any responsible bidder; and
3. The negotiated price is the lowest negotiated price offered by any responsible supplier.

The request for proposals shall be given adequate public notice in the same manner as provided for Competitive Sealed Bidding.

M. EVALUATION FACTORS

When an award is not to be made solely on the basis of the lowest evaluated price, the Request for Proposals shall indicate the relative importance of price and other significant evaluation factors. Very often a point-rating system is useful. Specific evaluation categories need to be developed for each request for proposal. Here is a typical breakdown for the point rating systems:

Price	40 points/percent
Experience	20 points
Usefulness of Plan	20 points
Proximity of Operation	10 points
Delivery Schedule	10 points

The Knox County Procurement Code requires that vendors must be informed of the major evaluation factors. Award shall be made to the offeror whose proposal is determined to be more advantageous to the County.

N. DISCUSSION WITH ALL RESPONSIBLE OFFERORS

Written or oral discussions may be conducted with all responsible offerors who submit proposals determined to be potentially eligible for award or within the determined competitive range for the award. The buyer shall not disclose or discuss any information derived from proposals submitted by competing offerors. The buyer shall not disclose the scores or ranking of proposals received with competing offerors. The buyer will courteously prohibit vendors from reviewing proposal files prior to the selection of a vendor and the award of the contract. This protects the integrity of the procurement process.

O. NON-COMPETITIVE NEGOTIATION

A contract may be made by noncompetitive negotiation only when competition is not feasible, as determined by the Procurement Director and Senior Director of Finance prior to award.

P. NEGOTIATIONS AFTER COMPETITIVE BIDDING WHEN ALL BIDS EXCEED AVAILABLE FUNDING

In the event that all bids submitted pursuant to a competitive sealed bidding result in bid prices in excess of the funds available for the purchase, a negotiated award may be made as set forth below when the Procurement Director determines:

1. That there are no additional funds available from any source that would allow an award to the most responsible bidder; and

2. The delay required for re-solicitation under revised specifications and/or quantities by competitive sealed bidding would not serve the best interests of the County.

Competitive negotiations shall be conducted with the most responsive and responsible bidder. In the event negotiations are unsuccessful with the most responsive and responsible bidder, then new invitations for bids shall be issued.

Q. EXPLANATION OF SOURCE SELECTION METHODS FOR COMPETITIVE BIDDING

1. Invitation for Bid (IFB):
   Competitive sealed bidding is the preferred method of source selection for acquiring all supplies, equipment, commodities, and services, and it should be used whenever possible. Competitive sealed bidding is normally used when the following conditions prevail:

   - Clear and adequate specifications are available.
   - Two or more responsible bidders are willing to do business with the County in accordance with the County's requirements.
   - The dollar value of the purchase is large enough to justify to both buyer and seller the expense associated with competitive sealed bidding (purchases in excess of $25,000.00 bid limit)
   - Sufficient time is available for solicitation, preparation, and evaluation of sealed bids.

2. Request for Proposal (RFP):
   When the County must purchase relatively new technology or non-standard items, and "regular" competitive bidding is not practical or advantageous it may choose to request competitive sealed proposals.

   When an award is not to be made solely on the basis of the lowest evaluated price, the Request for Proposals shall indicate the relative importance of price and other significant evaluation factors. Very often a point-rating system is useful. Specific evaluation categories need to be developed for each Request for Proposal. Vendors must be informed of the major evaluation factors. The Knox County

Procurement Code requires this. Written or oral discussions may be conducted with all responsible offerors who submit proposals determined to be potentially eligible for award.

The competitive sealed proposals method differs from the competitive sealed bidding in at least two important aspects. First, when the competitive sealed proposals method is used, the County may hold discussions, and bargains with, the offerors whose proposals are acceptable or potentially acceptable. Second, unlike the competitive sealed bid method, which compares the prices of responsive bidders to determine award, the competitive sealed proposal method evaluates proposal against proposal on a cost and qualitative basis to determine award.

In an RFP price is not normally the determining criterion for award. The criteria must be carefully developed and a weighting factor formulated around the most important features of each procurement action. Frequently, the criteria are divided into three main categories: managerial capability, technical acceptability and approach in meeting performance requirements, and reasonableness of price.

An Evaluation Committee evaluates proposals received. Membership on this body should include:

- User Department Personnel
- Individuals with Project Responsibility
- Personnel with Technical Familiarity with Project Requirements
- Procurement Division Representative

The award is always based upon the evaluation committee's recommendation unless, after review by the Procurement Division (the Procurement Director) or upon protest of a bidder or proposer, the recommendation is overridden because:

- Mathematical errors were made in scoring proposals;
- The proposer should have been disqualified as not responsive to all the mandatory requirements of the RFP;
- Evidence of collusion or fraud involving either the proposer or a member of the evaluation committee is found;
- The evaluation committee failed to follow the evaluation criteria set forth in the RFP;
- Other violations of the laws of the jurisdiction have occurred.

The proposals and all related materials must be open for public inspection after the intent to award the contract to a particular respondent is announced.

3. Qualifications Based Selection (QBS) and/or Request for Qualifications (RFQ): The basis for selection is qualifications of the prospective professional.

The County's risks are reduced because requirements are fully understood and peace of mind follows from confidence that the work can be completed as negotiated. In Tennessee, at the local government level, price bidding for professional services is prohibited (TCA 12-4-106 and 12-4-109). Under Tennessee Law, recognized competence and integrity is the required basis for procuring professional services and QBS does just that.

The QBS System Processes are as follows:

Step 1. A request for a Statement of Qualifications is sent to identified firms or those requesting participation.

Step 2. Qualified interested firms respond to the requirements in the request for Statement of Qualifications.

Step 3. A County appointed selection committee reviews responses and evaluates them.
Step 4. A short list of firms is developed from the total list of respondents to the request for Statement of Qualifications. All firms on short list are given notification.
Step 5. A separate notice is sent to those firms not making the cutoff for the short list.
Step 6. Visits and tours of the project site may be conducted.
Step 7. Interviews for short listed firms are conducted.
Step 8. Interviewed firms are evaluated against the established criteria, scores are tallied and firms are ranked accordingly.
Step 9. Negotiations are initiated with the top-ranked firm which the firm is deemed most qualified by these procedures.
Step 10. The selected firm prepares a detailed fee estimate based upon the jointly developed scope of work.
Step 11. The fee proposal is reviewed and agreed upon by the County and the firm.
Step 12. Contract negotiations should be initiated once the scope of work and fee are agreed upon.

A Selection Committee evaluates qualifications received. Membership on this body should include:

- User Department Personnel
- Individuals with Project Responsibility
- Personnel with Technical Familiarity with Project Requirements
- Procurement Division Representative (when this person adds value to the process)

R. UNFORESEEN CIRCUMSTANCES POLICY

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 on 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.

S. ADDITIONAL GRANT REQUIREMENTS

The Procurement Division will adhere to any additional grant requirements as outlined in the associated grant. These requirements are conditions upon which the grant funds were approved and must be adhered to by the County. If any condition exists that is ambiguous, the most restrictive regulation shall prevail.

SECTION V: OTHER PROCUREMENT METHODS

A. BLANKET AND TERM CONTRACTS

The Procurement Division has established numerous types of these purchase arrangements. Procurement Officials need to determine which items to place on a term bid. Typical items include construction materials, auto-parts, institutional food, office supplies, and maintenance items. Procurement will establish discounts off shelf/catalog price or specific unit prices for a

given time with various vendors around the County for those items specified. Each affected department will purchase from these vendors when contract items are needed.

B. DELEGATED PROCUREMENT AUTHORITY

A method of making purchases is through Delegated Procurement Authority. This Procurement method extends procurement authority to certain key people through the use of Electronic Commerce Cards. Please reference https://knoxcounty.org/finance/ecc/index.php, Electronic Commerce Card Manual, of this document for details. All of this delegated procurement authority is limited in nature and lacks independent authority. The Procurement Division is simply extending authority based on certain key conditions. Close monitoring of these procurement methods is required. All of these purchases must be examined for repetitiveness and availability through other procurement methods (term bids, etc.).

THE USE OF THESE CARDS IS NOT TO BE UNDERSTOOD TO IMPLY THAT THE REQUIREMENT FOR SEALED BIDS CAN BE CIRCUMVENTED. This is a procurement tool to help departments meet day to day immediate purchase requirements which are not emergencies, but which pose an operational crisis for a user department. Whenever possible, agencies should forecast projected usage in advance and obtain the items in the normal procurement process.

True emergencies can be handled through emergency purchase methods. True emergencies have no dollar limits. The appropriate elected official must make a statement declaring that a true emergency exists. True emergencies are defined as an act of God or otherwise ***uncontrollable or unforeseen*** circumstances. It is a condition that would endanger the health of the residents of Knox County, or cause additional and extensive damage to County property, or would adversely affect programs in Knox County Government. Once a true emergency has been certified by the elected official the purchase can be made.

C. EMERGENCY PURCHASES

AN EMERGENCY CONDITION IS:

A situation, which creates a threat to public health, welfare, or safety such as, may arise by reasons of flood, epidemics, riots, equipment failures, or other such reasons that may be proclaimed by the County Mayor. The existence of such condition creates an immediate and serious need for supplies, services, or construction that cannot be met through normal procurement methods and the lack of which would seriously threaten:

a. The functioning of the Knox County Government
b. The preservation or protection of property
c. The health or safety of any person

1. PROCEDURES FOR EMERGENCY PURCHASES

EMERGENCY PURCHASE DEFINITION:

Emergencies are defined as acts of God or otherwise uncontrollable or unforeseeable circumstances. A condition that would endanger the health of the residents of Knox County, or cause additional and extensive damage to county property or would adversely affect programs in Knox County Government. All emergencies outside the physical boundaries of Knox County, which requires some action or response by Knox County, will be handled pursuant to ***Tennessee Code Annotated 5-14-110. Emergency purchases. See Exhibit "B" Emergency Procurement Manual.***

WHO CAN MAKE EMERGENCY PURCHASES:

Emergency Purchases may be made directly by the using department without competitive bids provided that sufficient appropriation has been made to cover such occasions and necessary approvals have been made.

WHO AUTHORIZES AN EMERGENCY PURCHASE:

The signature of the elected department head provides authorization for an emergency expenditure. True emergencies have no dollar limits.

HOW TO MAKE AN EMERGENCY PURCHASE:

After determining that a true emergency exists, the following procedure shall be used:

a. Notify the Procurement Division of the need and nature of the emergency. The Procurement Division will provide a written or verbal purchase order number or an Emergency Purchase Order to the department

b. The department will obtain the equipment or services, complete a requisition and an emergency purchase justification form. Both forms must be submitted to the Procurement Division before the vendor can be paid. If the department has acquired an Emergency Purchase Order from the Procurement Director it may be submitted to the Finance Department for processing but must be accompanied with all required documentation. (See item "d." below)

or

Procurement will expedite the procurement. This can mean taking telephone bids instead of sealed bids or it can mean shortening the time required for sealed bids to less than two weeks.

c. Departments shall use sound judgment in making emergency purchases of materials and supplies and obtain reasonable prices. Orders should be placed with vendors who are providing or have provided the using department with satisfactory service in the past.

d. Suppliers shall furnish sales tickets, delivery slips, invoices, etc. for the services and supplies rendered. Terms of the transactions, indicating price and other important data, shall be shown.

e. Emergency purchases must be approved by the County Mayor or other elected officials (often, after the actual purchase has taken place).

f. Emergency justification forms and Emergency Purchase Orders may be obtained from the Procurement Director or the Procurement Director may determine that it would be more feasible to employ the use of an electronic commerce card.

ROUTING OF EMERGENCY PURCHASE ORDER COPIES:

The **Original Copy (white)** of the Emergency Purchase Order is issued to the vendor. The **Second Copy (canary)** of the Emergency Purchase Order is to be retained by the issuer until an invoice is prepared. Attach the invoice to the second copy and mail it to:

Knox County Finance Department
Room 630 City-County Bldg.
400 W. Main Ave.
Knoxville, TN 37902

The **Third Copy (pink)** of the Emergency Purchase Order is sent to the Procurement Division at time of submittal for payment by the issuing agency or office.

The **Fourth Copy (gold)** of the Emergency Purchase Order is retained by the issuing agency.

D. SOLE SOURCE PROCUREMENT

The Knox County Procurement Code allows for the use of Sole Source Procurement. The basic requirement when utilizing sole source procurement is for a written statement declaring there is only one source for the required service, supply, or construction item. The SOLE SOURCE REQUEST form has been developed for these cases. The requisitioner signs the form requesting that the item be declared sole source. Upon the signature of the Procurement Director, the purchase will be treated as a sole source.

A requirement for a particular proprietary item does not justify sole source procurement if there is more than one potential bidder or offeror for that item. The following are examples of circumstances, which could necessitate sole source procurement:

1. Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration.
2. Where a sole supplier's item is needed for trial use or testing.
3. Where a sole supplier's item is to be procured for resale.
4. Where public utility services are procured.

The determination of whether procurement shall be made as sole source or not must be made by the Procurement Director. In cases of reasonable doubt, competition should be solicited. Any request by a using agency that a procurement be restricted to one potential contractor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

A record shall be maintained of all sole source procurement. The record will contain the following information:

1. Each contractor's name
2. The amount and type of each contract
3. A listing of the supplies, services, or construction procured under each contract

E. PROCUREMENT OF UNDERCOVER NARCOTIC VEHICLES

Vehicles to be purchased for the Knox County Sheriff's Office (KCSO), which are for the specific use of undercover narcotic operations, shall be acquired in the following manner.

a. KCSO will submit a requisition to the assigned Procurement Division representative. This request will include a generic description of the type of vehicle(s) to be procured.

b. The Procurement Division representative will then solicit, at a minimum, three (3) written, "Confidential Quotes" from perspective automobile dealerships.

c. The Procurement Division representative and the KCSO representative will then evaluate the quotes to determine Best Value.

d. Recommendation will then be made to the Procurement Director for signature approval.

e. The Procurement Director will forward to the Finance Director for signature approval.

f. Once approvals from the Procurement Director and Finance Director have been obtained the Procurement Division representative will make an award and issue a purchase order to the successful dealership.

g. All information relating to the type of vehicle procured will not be made part of the procurement record. Only information pertinent to acquisition and payment. KCSO will retain all other information deemed confidential.

F. APPLICABILITY OF REGULATIONS

The procedures and policies established in this document apply to all employees and agents of Knox County involved (directly or indirectly) in procuring goods and services of any type. Any order, agreement, or obligation that is contrary to these policies and procedures is void, and no person shall have any claim or demand whatsoever against the County.

However, these policies and procedures do not take precedence over federal regulations concerning procurements.

G. SPOT MARKET PROCUREMENT

When it is determined that market conditions for procurement of gasoline, oil and perishable food commodities make any other method of source selection under these regulations impractical, contracts may be awarded by spot market procurement, as provided for in this subsection. Factors to be used in determining whether other methods of source selection are impractical shall include:

1. There must exist a formal or informal open market for the commodity to be procured.

2. The nature of the market for the commodity to be procured must be subject to such fluctuations in price and/or availability of the commodity that the use of any other method of source selection would prevent the County from effectively participating in the market.

Limitation on use. The use of spot market procurement is intended to be used only under limited circumstances and the procedures for such use as described herein are not intended to displace the procedures for competitive sealed bidding and competitive negotiation as set forth in other sections of these regulations.

Notice. Invitations for bids shall be sent in the manner that is customarily used in the market, including but not limited to, electronic transmissions.

Receipt of bids. The invitation for bids for spot market purchases shall specify a time for submission of bids. Any bid received after the specified bidding time may be considered by the County but any such bid is not required to be considered. Bids may be submitted in any manner customarily used in the market, including, but not limited to, electronic transmissions and telephone bids. Each bid and the name of the bidder shall be recorded and the record of all bids shall be open for public inspection. The assigned Procurement Division Representative shall employ appropriate safeguards to ensure that the bid is not disclosed to any other bidder prior to contract award.

Award. The contract shall be awarded with reasonable promptness by written and /or electronic notice to the responsive and responsible bidder whose bid is determined to be the "Best Value" to the County.

SECTION VI: BID AND PROPOSAL EVALUATION

The integrity of the competitive sealed-bid system depends upon the submission of bids without knowledge of competing bids. Therefore, the bidding procedure must maintain the security and secrecy of all bids and proposals until they are opened, allow the opening of bids at the prescribed time and in public, and provide for the examination and recording of all bids by interested persons. It is essential that the procedures be carefully followed to avoid administrative mistakes that may require cancellation and re-advertisement of the procurement. All bids (including modifications) received prior to the time set for opening must be kept unopened and placed in a locked bid box or the electronic lock box that is a part of the County's on-line procurement system. When bid samples are submitted, they also should be secured to prevent disclosure of bidder's information. **Prior to bid/proposal opening/closing, information concerning the identity and number of bids received should be made available only to Knox County employees who need such information.**

Improperly identified bids may be opened solely for identification and only by an authorized official. If a sealed bid is opened accidentally, the person who opens it should immediately sign the envelope and deliver it to the Procurement Division. The Procurement Director or designee should then immediately write on the envelope an explanation of the circumstances of the opening, the date and time opened, and his/her signature. Bids opened by mistake or for identification purposes must be resealed in the envelope, and no information contained therein can be disclosed prior to the public bid opening.

Bids received after the exact time set for opening of bids/closing of proposals are late bids/proposals and shall not be considered. Late bids/proposals will not be returned to submitting vendors. Instead, they will remain unopened and become a part of the bid file.

The buyer, acting as the bid-opening officer, will open the bid box when the time set for bid opening has arrived. The buyer publicly opens each bid received, reads the bids aloud, or passes the bid received around to any interested parties who may be present. Each page of the bid document will be stamped OFFICIAL BID DOCUMENT DO NOT MARK OR REMOVE. At most bid openings only the important elements of the bid are read aloud, such as price offered, discounts, delivery terms, quantity bid, and so forth. It is important that the original of each bid be safeguarded. It is the duty of the buyer to ensure that bids are not changed in any way. Bidders who desire to examine original bids may do so, but only under County supervision. The original bids and the tabulation form are subject to examination by interested parties.

If the buyer suspects that a mistake has been made in the bid, verification or clarification must be obtained from the bidder. This request must include the specific reasons for the buyer's suspicions. If the vendor verifies the bid, it shall be considered as submitted. If the vendor alleges a mistake, pertinent evidence to support this allegation must be provided. The item or items that were mistakenly priced can be removed (but not altered) by the bidder without prejudicing the rest of the bid.

If the products offered by each of the bidding vendors were of equal quality, if each vendor promised the same delivery date and if there were no other considerations, the order would go to the low bidder or proposer. However, these factors are seldom equal, and, for valid reasons, orders are occasionally placed with a vendor that was not the low bidder. No set formula can be devised that can be applied to all products, for all orders. The quality and delivery requirements will vary for different products and for different uses. The delivery requirements may vary for different orders as well. For these reasons, the act of selecting the bid which best suits the need of the County is one that requires professional judgment and experience.

It is important to specify in the Invitation for Bid, the requirements and criteria that will be used to determine the most responsive, responsible bidder. **No bid shall be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids.**

THERE ARE TWO STEPS IN BID EVALUATION:

First, there must be a determination as to whether each bid is responsive or not. A "responsive bidder" is a person who has submitted a bid that conforms in all material respects to the Invitation to Bid. If a bid fails to meet the specifications and standards it may be disregarded. Alternative bids will not be considered unless authorized by the Invitation for Bids. Multiple bids (meeting the minimum specifications) will be considered.

Second, there must be the Determination of the Lowest Bid. The bids must be evaluated to determine which bidder offers the lowest cost to the County in accordance with the evaluation criteria set forth in the Invitation for Bids. "Only objectively measurable criteria which are set forth in the Invitation for Bids shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to: transportation costs and life cycle formulas."

Life Cycle costing enables the purchaser to consider the initial purchase price, life, output, maintenance, consumption, disposal value, complexity of operation, required training, and other factors contributing to the overall cost of an item. Only if all factors are considered can an item honestly be called the "best value." Life Cycle Costing is very common for capital projects and is becoming more common for non-capital items.

A. DISCOUNTS

In bid evaluation, Knox County will consider discounts for prompt payment. Discounts must be valid for at least thirty (30) days.

B. AWARD SPLITTING

If the total savings generated by splitting an order between two different vendors is less than $500.00, Knox County may not split the award. This is due to the cost of generating and processing purchase orders as well as the cost of issuing two payments.

1. OTHER CONSIDERATIONS

Other factors may affect the decision as to which bidder will receive the order. When present they can be very important. Some of the common factors are:

a. The County wishes to maintain alternative sources of supply. In these cases, the alternative vendor will usually be the second best (determined by the method of bid evaluation). The use of alternative sources for this purpose and the volume of purchase to be procured from each vendor involved should be reviewed.

b. If an order is being placed with a new vendor, the buyer may be reluctant to rely entirely on an untried supplier. The buyer may, therefore, split the order between the new vendor and a vendor previously used to assure that at least the minimum quantity required is available if the new vendor cannot deliver acceptable goods.

c. Discounts offered for prompt payment may be considered by the buyer in determining best value to the County. Discounts may be of particular importance when the dollar value of the bid is extremely high. In such cases the discount must be open for at least thirty (30) days.

All vendors who are to be granted a contract must meet certain standards. Specifically, the vendor must:

a. Have adequate financial resources or the ability to obtain such resources as required during the performance of the contract.

b. Be able to comply with the required or stated delivery or performance schedule, taking into consideration all existing business commitments, commercial as well as governmental.

c. Have a satisfactory record of performance. Contractors who are or have been seriously deficient in contract performance shall be presumed to be unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
d. Have a satisfactory record of integrity and business ethics.
e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
f. Certify that the firm is duly qualified, capable, and otherwise bondable, that the firm is not in Receivership or contemplating this, and that the firm does not owe any back taxes to federal, state or local entities.
g. Have complied with the County's Conflict of Interest policy.

Additional standards apply where the procurement involves production, maintenance, construction, or research and development work. These standards require a prospective contractor to have (or the ability to obtain) the necessary experience, operational controls, and organizational and technical skills. Also required are the necessary production, construction, and other technical equipment and facilities.

C. AMENDMENTS TO INVITATIONS FOR BIDS

Occasionally, it will be necessary for the Procurement Division to update specifications after an Invitation for Bids has been issued. If a buyer realizes that specifications must be adjusted, and there is sufficient time for the potential vendors to adjust their bids, the buyer will create and make available the addendum to all potential vendors.

The Procurement Division reserves the right to utilize a facsimile machine, the County's on-line procurement system or any other method of electronic data transfer which may be available, such as the Procurement Division website, to communicate the changes to vendors.

Should time not permit vendors to change their bids, the bid can be canceled. After the bid opening the bids will remain sealed.

D. MODIFICATION OR WITHDRAWAL OF SOLICITATIONS

Vendors may occasionally make mistakes in the preparation of their solicitation. When a buyer is certain that a mistake has been made in the preparation of a offer, the buyer should request the bidder/proposer to confirm the offer. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. The following are the Knox County procedures for modification or withdrawal of the solicitation.

1. PRE-OPENING MODIFICATION OR WITHDRAWAL OF SOLICITATIONS:

Solicitations may be modified or withdrawn by written notice received in the Procurement Division **prior to the time and date set for the solicitation opening**. The changes or withdrawal of solicitations should be in writing and signed by an official of the company. The envelope containing the modification should clearly state " modification to solicitations." Either the entire solicitation or a particular item may be withdrawn or modified in this manner. Vendors submitting solicitation through the County's on-line procurement system may modify or withdrawal their submittal up to the time of solicitation opening/closing.

2. LATE WITHDRAWALS AND MODIFICATIONS (ONLY BEFORE AWARD):

Because the correction or withdrawal of a solicitation requires careful consideration to protect the integrity of the competitive bidding system and to assure fairness, no late modification or late withdrawal will be considered unless it is received before the award of the contract unless:

a. The mistakes are not of a substantive nature but of style or form and that the waiving of these mistakes would not be prejudicial to other bidders/proposers. Specifically, this means that the effect on price, quantity, quality, delivery, or other contractual requirements is slight or nonexistent.

b. The intended correct bid is evident. Examples include typographical errors, errors in extending unit prices, and other mathematical errors. The usual practice of the Procurement Division will be to evaluate solicitations on the basis of the unit price - not the extended price total. Therefore, the most important price is the unit price.

A bidder may be permitted to withdraw a bid, or part of a bid, if: there is a mistake on it and the correct bid is not evident, or if the bidder submits proof that the bid was quoted mistakenly.

If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheet, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

3. MISTAKES DISCOVERED AFTER AN AWARD HAS BEEN MADE:

Mistakes shall not be corrected after award of the contract except where the Procurement Director makes a written determination that it would be unreasonable not to allow the mistake to be corrected.

E. EVALUATION OF TIE SOLICITATIONS

If Knox County received more than one low response, identical in dollar amounts, the following procedures would be utilized in awarding the solicitation:

1. Each solicitation would be carefully examined for adherence to specifications. If any bid failed to meet the exact specifications it would not be considered for evaluation.
2. Life Cycle Costing techniques would be utilized to determine the life time cost of the item from each vendor. If either item was more expensive over its lifetime, it would not be considered.
3. Delivery factors such as lead times, schedules and cost could be considered.
4. Locality could be a factor of the decision. If either vendor was local or if one vendor was in the State of Tennessee and the other one was not, the award can be made to the company having local ties.
5. Discount rates for prompt payment can be utilized to decide tie responses.
6. If no other method of breaking the tie is useful, a publicly witnessed drawing of lots can be utilized.
7. Finally, the responses could be rejected and the item re-bid.

F. SINGLE BID RESPONSE

Should Knox County receive only one response from an invitation for bids, the sole response will be awarded the contract provided that:

1. The price seems fair, reasonable, and in line with current market conditions.
2. There is no hint of collusion among the bidders.
3. There were no inhibiting factors that limited the participation of potential vendors.

G. BID REJECTION

Knox County reserves the right to reject all bids/proposals received if it is in the best interest of Knox County for any of the following reasons:

1. The dollar amount of the lowest bid is higher than the total funding available for the project, equipment, materials, or services.
2. The County no longer desires to pursue the project.
3. There is evidence of collusive behavior on the part of the bidders.
4. The project or acquisition is going to be delayed for a long or indefinite period of time.
5. In any case where the best interests of the County would indicate that the bids should be rejected.

H. EVALUATING VENDOR CAPABILITIES

The selection of vendors is the responsibility of the Procurement Division and requires careful consideration of numerous factors. In making the selection, the buyer will coordinate closely with other departments to obtain adequate and reasonable specifications. Whenever possible, identification of brand names or equals should be made and sufficient detail should be obtained to ensure that the order can be correctly filled.

Buyers should endeavor to place orders with regard to the dependability and service record of the vendor, the nature of the guaranty and warranty of the product, its price, and quality. Additionally, the life-time cost of an item should be considered. An item with a lower initial cost may cost significantly more than other items over their lifetimes.

Below is a partial list of questions for determining vendor capabilities that was developed by the Institute of Supply Management. Of course this is a limited list and its applicability would depend upon the nature of the product being purchased.

1. Who are the key people in the organization?
2. What are their titles and functions?
3. What is the average experience and educational level of each organization?
4. What is the nature of the vendor's planning, scheduling, and inventory control systems?
5. What is the vendor's current financial condition?
6. What is the vendor's cash-flow forecast for the period of the proposed contract?
7. What is the vendor's reputation in the appropriate professional societies and organizations?
8. What type of warranty will the vendor provide for the services/products?
9. How active is the vendor's design and development department?
10. How extensive are the vendor's inspection procedures and controls?
11. How well has the vendor performed for other customers?
12. How long has the vendor been in this type of business?
13. Are the vendor's employees unionized? If so, what is their strike history?
14. Does the vendor employ an adequate accounting system?
15. Will and can the vendor comply with the County's standards?

I. VENDOR REQUIREMENTS

The selection of sources and vendors is the responsibility of the Procurement Division. **Departments are encouraged to request that invitations be sent to specific vendors.** They also may request the removal of a particular vendor for unsatisfactory performance. If a vendor is performing inadequately, the department needs to document the problem(s) and send a written notice (verbal notice is not acceptable) of complaint to the Knox County Procurement Division and the applicable Buyer. This allows the Procurement Division to maintain complete vendor files. The Procurement Division recognizes that more competition for bids will result in savings for Knox County. Thus the Procurement Division encourages interested persons or firms to register with the County in order to be considered for any future contracting opportunities.

After becoming a registered vendor, the individual and /or firm becomes eligible to receive notices for bidding events as they become available. Normally invitations for bids/proposals are retrieved through the County's on-line procurement system or the Procurement Division

website. Occasionally, bids/proposals will be mailed to vendors at the request of the using department. A copy of each Invitation for Bids/Request for Proposals is placed on the public bid boards located in the Procurement Division for any interested vendor to pick up.

Vendors are advised that:

No obligation for supplies, equipment, goods or services shall be recognized as valid or binding on Knox County unless such conditions have been authorized by a purchase order or credit card information signed by an authorized representative of the County Procurement Division. Knox County reserves the right to award each item individually or to award all items on an "all or none" basis. Vendors are advised that Knox County is exempt from both state sales tax and Federal Excise tax (except for contracts for labor and materials). **These taxes should not be included in any proposals or bids.**

J. VENDOR SELECTION

The selection of vendors is the responsibility of the buyer and requires the consideration of several factors. Buyers should endeavor to place orders with regard to the dependability and service record of the vendor, the nature of the guaranty and warranty of the product, its price, and quality. Preference (no priority is intended) should be given to the following types of vendors, providing this involves no sacrifice in quality, service or price:

1. Suppliers who are developing new and improved products or equipment, or designing and developing a special product for the County's exclusive use.
2. Suppliers located near Knox County.
3. Suppliers with adequate financial strength who also have a reputation for adhering to specifications and delivery schedules.

K. DEBARRING VENDORS

Most vendors perform their contractual obligations excellently and therefore create no problems. However, some vendors fail to meet the terms of their contract or award. In these cases, if a reasonable settlement cannot be reached, steps can be taken to remove vendors from any future activities with the Knox County Government.
The Senior Director of Finance, upon the recommendation of the Procurement Director, can remove or debar vendors for the following reasons:

1. Violating contract provisions of a character, which is serious enough to justify debarment.
2. Violating ethical standards.
3. Conviction under state or federal antitrust statutes arising out of submission of bids or proposals.
4. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or in the performance of such contract.
5. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which currently, seriously, and directly affects responsibility as a contractor.
6. Failing to comply with Knox County Resolution R-07-1-903, Delinquent Tax status.

Once a determination has been made to remove a vendor from the potential vendor list (for cause-as opposed to non-response) three steps are necessary:

1. The reasons for the action must be written and kept on file.
2. The representatives of the debarred firm must be made aware of their due process rights.
3. The firm must be provided with a written copy of the decision.

L. BONDS

Requiring bonds as a part of the bidding and award process is protection for the taxpayers against bad faith or failure on the part of bidders and contractors.

KNOX COUNTY MAY UTILIZE ANY ONE OR ALL OF THE FOLLOWING:

1. BID BOND: Often required on bids for services and is always required on construction bids. The bid bond called for is equal to five percent of the dollar amount of the bid. The bond may be in the form of a cashier's check. The bid bond has three key purposes:

    1. To ensure that the bidder's proposal will not be withdrawn for a period of thirty (30) days,
    2. To ensure that the bidder will execute a written contract, and
    3. To ensure that the bidder will furnish such bonds, insurance certificates, etc., as required by the bid document.

If an invitation for bids specifies the inclusion of a bid bond, but the bond is not included, the bid will not be considered. Proof of the bond may be submitted to Procurement (i.e. a faxed signed copy) and suffice for the bid opening. The bid bond will be returned to the successful vendor once the contract has been signed.

2. CONTRACTOR'S BOND: Used with construction contracts to ensure that the successful bidder will pay those subcontractors and vendors who have furnished materials, equipment, and supplies. Pursuant to the Tennessee Code Annotated and a resolution of the Knox County Board of Commissioners, a contractor's (or payment) bond will be required for any construction contract let through the Knox County Board of Commissioners. The contractor's bond will be equal to at least one hundred percent (100%) of the contract price.

3. PERFORMANCE BOND: A guarantee that the successful bidder will properly complete and meet the standards and specifications of the contract. If the vendor fails to meet the conditions of the contract the performance bond is forfeited. By a resolution of the Knox County Board of Commissioners, the performance bond is set at one hundred percent (100%) of the contract price.

    If contractor's and performance bonds are required, the successful bidder will be notified. The bonds must be delivered to the Procurement Division before a purchase order and/or contract will be issued. A reasonable amount of time will be permitted for vendors to obtain these bonds.

    Additionally, when appropriate, the successful bidder will have to provide proof of insurance before the purchase order is issued. The vendor must provide insurance as specified in the Invitation for Bids.

    Both the Contractor's and Performance Bonds are required when the amount of the bid exceeds $100,000.00.

M. AWARD PROTEST PROCEDURES

Occasionally, there will be complaints from vendors that the process of awarding a sealed bid has been unfair in some manner. While Knox County maintains excellent vendor relations, procedures do exist should a vendor claim that the process is not fair.

The Knox County Procurement Division has established the following procedures concerning protests of awards. The goal of these procedures is not to "protect the department". Instead, the goal of these procedures is to arrive at a just settlement of disputes between the County and vendors.

As a first step, vendors who believe there has been a problem with the process or decision should contact the buyer associated with the bid in question. Usually the buyer will be able to explain the County's rationale for the decision and the vendor will be satisfied. However, if the vendor is still not satisfied, the following steps may be taken:

The vendor may notify the Procurement Director, in writing, during the next three (3) business days. **Knox County will not consider complaints filed electronically.** Complaints received after three (3) business days after the award decision has been made will not be considered for review. The envelope in which the protest is mailed should be clearly marked "Protest of Award Decision." The written protest should include:

1. The name and address of the protestor.
2. The bid name, bid number, date, and any other pertinent information.
3. A statement of reason for the protest.
4. Any supporting documents, exhibits, or evidence to substantiate the protest.

The Procurement Director will review the protest and announce a decision (in writing). Recognizing that holding the procurement process up any longer than necessary is detrimental to the interests of the County, the Procurement Director will announce the decision as soon as possible. In any case, a decision will be made within five (5) business days of the receipt of the protest.

If the vendor is still not satisfied, there is a final appeal process. The concerned vendor may file an appeal with the Senior Director of Finance. This appeal must be filed within three (3) business days from the issuance of the Procurement Director's decision.
The Senior Director of Finance will again review the information and the previous decisions. A decision will be issued within five (5) business days.

Please note that in those cases were delaying the procurement process would endanger the health of the residents of Knox County, cause additional and extensive damage to the County or would adversely affect County programs, Knox County will not stop the process.

N. BID/PROPOSAL CANCELLATION

On occasion it will be necessary for the Knox County Procurement Division to cancel certain bids/proposals. Although the issuance of the solicitation does not compel the County to award a contract, the solicitation should only be canceled when there are clear and compelling reasons to believe that the cancellation of the solicitation is in the County's best interest. The Procurement Director must make a determination to cancel the solicitation. Cancellation must be executed in a non-biased manner. Therefore, the following guidelines apply:

1. PRIOR TO OPENING:

    a. Each solicitation will state the solicitation may be canceled if deemed necessary by the Procurement Division.

    b. The solicitation may be canceled for the following reasons:
        i. The County no longer requires the supplies or services.
        ii. The County can no longer expect to fund the procurement.
        iii. Proposed amendments to the solicitation are of a nature that would dramatically alter the nature of the solicitation, and it is best to issue a new solicitation.

    c. If canceled prior to the opening/closing date, all submittals will remain sealed and made a part of the permanent file.

2. AFTER OPENING/CLOSING:

a. The solicitation may be canceled for the following reasons:
   i. The supplies or services are no longer necessary.
   ii. Ambiguous or otherwise inadequate specifications were used in the solicitation.
   iii. The solicitation did not provide for consideration of all factors of significance to the County.
   iv. Prices exceed available funds and it would not be appropriate to adjust quantities.
   v. All acceptable submittals are of unreasonable prices.

If the bid/proposal is canceled, before or after opening/closing, a notice of Bid/Proposal Cancellation shall be sent to all vendors who were sent the solicitation or who picked up a copy.

SECTION VII: MISCELLANEOUS INFORMATION

A. LONG TERM AGREEMENTS

Knox County does not enter into agreements that are any longer than one budget year (twelve months). However, some contracts are written to provide for an option to renew for additional years. When this arrangement is in the best interest of Knox County, it will be utilized. If a contract with option to renew is utilized, the renewal is subject to the following conditions:

1. Funds are available for the purchase of the items or services.
2. The items are still desired by the County.
3. Merchandise quality and vendor service have been satisfactory.

B. CONTRACTING FOR SERVICES

Subject to the exclusions listed hereafter, any type of contract that will promote the best interest of Knox County may be used. No cost reimbursement contract may be made under Competitive Negotiation or Noncompetitive Negotiation unless the Procurement Director determines that such contract is likely to be less costly to the County than any other type of contract. The Procurement Director may also certify that it is impracticable to obtain property or services of the kind or quality specified except under such a contract.

C. MULTI-YEAR CONTRACTS

Unless otherwise provided for in the ordinance, a contract for procured items may be entered into for periods of not more than five years if funds for the first fiscal year of the contemplated contract are available at the time of contracting. Payment and performance obligations for succeeding fiscal years shall be subject to the availability of funds.

Prior to the utilization of a multi-year contract, the Procurement Director shall make a determination:

1. That estimated requirements covering the period of the contract are reasonably certain and continuing; and
2. That such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economy in county procurement.

D. CONTRACT ADMINISTRATION

The contract administration function is a cooperative effort between the Procurement Division's Contracts Administrator, Buyers and departmental representatives. Procurement Division representatives are charged with the following duties:

1. To receive all proposed contracts or draft proposed contracts (for which the Procurement Division is or will be involved).

2. To review contracts (with the Law Department) before the Knox County Mayor signs them. By the terms of the Knox County Charter only the County Mayor has the authority to sign contracts that bind Knox County.
3. To obtain the Law Department's approval of all contracts as to legal form.
4. To present approved contracts to the County Mayor for signature.
5. To insure that terms of the contracts are adhered to by the Contractor, with assistance from using departments.
6. To resolve disputes between Knox County and the Contractor.

E. LEASE VERSUS PURCHASE DETERMINATION

The Procurement Division will, on major lease/purchases, determine which procurement method will best serve the long-term financial interests of the County. Should a department wish to lease an item and the overall purchase price is more beneficial to Knox County, the department will be advised on this determination. The appropriate departmental official can then discuss the issue with Procurement Division personnel.

F. CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING YEARS

When funds are not made available to support continuation of performance in a subsequent year of a multi-year contract, the contract for such subsequent year shall be canceled.

G. PROFESSIONAL SERVICES

The Home Rule Charter of 1990 and the Procurement Code requires that contracts for legal, medical, fiscal agent, financial advisor or advisory services, services from an insurance producer, educational consultant services, and other similar professional services need not be based on competitive bidding. Such services may be awarded on the basis of recognized competence and integrity at customary rates of compensation as determined by the appropriate elected official.

Before the decision is made to contract with a professional, the nature of the problem that the professional is supposed to address must be clearly defined. The hiring authority needs to state, in writing:

1. The technical requirements, extent and limitations of the project.
2. A list of objectives and what is to be accomplished.
3. Nature of the work and the process: mandatory approaches to be taken, format, the extent to which the County's employees will be available to assist the consultant, etc.
4. Time guidelines: commencement, reports, and final submission.
5. Extent to which periodic payments will be allowed and how final payment will be made.

A request for proposals on how to resolve a situation is highly useful in this situation.

ALL SUBMITTED RFP'S SHOULD INCLUDE:

1. A description of the potential vendor's qualifications. Examples of similar type work should be provided. If appropriate, samples of work should be requested.
2. A description of the personnel the vendor proposes using on the study. This should include: a resume of each person; a statement of experience, education, and training; and other information considered important to the contract.
3. An overall description of the techniques by which the vendor proposes to achieve the objectives: amount of time and manpower to be expended, equipment and facilities to be utilized, and information about subcontractors (if they are to be utilized). There should be a detailed specification sheet about the equipment proposed to be used in the process.
4. The cost of the proposal, including a breakdown of how the price was calculated.

Once the proposals have been returned they must be evaluated. It is recommended that a team approach be utilized in the evaluation process. The team should consist of:

1. The buyer responsible for drawing up the request for proposals.
2. Knowledgeable personnel in the technical area being examined.
3. The key operating personnel who will be involved in the services being purchased.

THE NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING HAS DETERMINED THAT THE REVIEW SHOULD EXAMINE:

1. General quality and responsiveness of the offeror;

    a. Responsiveness to terms, conditions, and time requirements.
    b. Completeness and thoroughness.
    c. Grasp of the problem or work to be performed and of the approach to be used.

2. Organization;

    a. Evidences of good organizational and management practices.
    b. Qualifications of personnel.
    c. Experience and past performance.
    d. Financial condition.

3. Price and bid-price breakdown, or price range and cost schedule. **While cost alone cannot be the determining factor in an award of this nature, it should play a major role.**

Once a decision has been made, the vendor who is to be awarded the contract should be notified in writing. All of the requirements and qualifications should be carefully detailed. Additionally, those vendors not selected should be notified in writing that they were not selected.

H. NON-PROFESSIONAL SERVICES

Non-professional services can be awarded on a bid basis or on a proposal basis. If the award is to be on a proposal basis, the guidelines under Professional Services apply. If the award is to be made by sealed bid, the following guidelines apply.

The Buyer will carefully specify the project with input from specialists on the County staff and by those closely associated with the project. Once this has been done, invitations for bids must be developed.

The invitation for bids (IFB) shall include:

1. A description and location of the work to be performed.
2. References to applicable specifications, drawings, and general conditions.
3. Information as to who questions should be addressed.
4. Information on when and where a pre-bid conference will be held. In many cases this will be extremely important and should be mandatory for all potential vendors.
5. The date on which the bids are due.
6. The proposed method of reimbursing the contractor, i.e. progress payments, lump sum, etc.

I. SCHEDULED BUYING

Purchases of many items can be planned and items can be purchased in quantity at the same time. Whenever possible, the purchase of vehicles, equipment, and supplies should be done on an annual basis. This facilitates standardization and open-market procurement that results in lower pricing. **This requires the operating departments to anticipate and plan ahead for their needs.**

A schedule can be set up for the annual purchase of goods. It is necessary to first determine the using department's need date. From this, work backward to the purchase order issuance date, allowing sufficient lead-time as determined by market conditions. Next, work back to the bid opening date based on time needed to evaluate bids and process awards. The last step is to work back from the bid opening date and set a procurement requisition issue date. Sufficient time for preparing specifications, bid invitations, and for sellers to submit their bids must be allowed.

As the County begins to utilize scheduled bids on a regular basis, the departments and agencies of Knox County will realize the time and money savings. If an agency or department has discovered items that can be put on scheduled bids, please call the Procurement Division and share the information.

J. CAPITAL EXPENDITURES

A capital purchase requires a slightly different procurement procedure than a non-capital purchase. The basic difference is that a capital purchase must receive prior approval from the Knox County Finance Department before a purchase order can be issued. Capital items have a value in excess of $10,000.00 and a life expectancy of over one year.

K. LEAD-TIMES

Lead-time is the amount of time that elapses between the preparation of the requisition and the delivery of the product. Obviously, processing a requisition and purchase order will require some time.

The Procurement Division has determined that the proper minimum amount of lead-time for a formal solicitation is twenty-one (21) business days. Therefore, it will be in the best interest of the requisitioning department to have their requisitions for bid to the Procurement Division at least sixty (60) days in advance. In cases of emergency, the Procurement Director has the authority to shorten lead-time requirements in order to satisfy an urgent need. The Procurement Director requires the requisitioning department to fill out an Emergency Form, in order to shorten lead times. The Emergency Form must be approved by the Procurement Director. The time required to process non-bid items is shorter than for sealed bids. However, the requisitioning department should allow as much time as possible.

While twenty-one (21) business days is the most favorable timeframe to allow vendors to respond to a solicitation, there may be instances where this is not practical. At the sole discretion of the Procurement Director, the lead time for Invitation for Bids for common commodities and services may be shortened.

L. QUALITY CONTROL

Quality control is a joint responsibility of the receiving departments and the Procurement Division. The Procurement Division makes every effort to ensure that only quality goods are ordered and received. At times, however, items will arrive which are less than satisfactory.

Departments need to conduct systematic inspections of all goods that are directly received. Thus, inspection is the responsibility of the receiving department. Complaints about

vendors should be submitted to the Procurement Division in written form. This will enable Procurement personnel to work with the vendor to resolve these problems.

M. BOOKS AND PERIODICAL ORDERING

The Knox County Procurement Division annually orders many books and periodicals. The process for ordering these books and periodicals is slightly different from ordering other items.

When a department has determined that it needs a book or periodical, a requisition shall be completed. Make sure that the title of the book is clearly printed. Additional information such as the publisher, author, edition, year, ISBN number, etc. should be included.

If an order form for the book or periodical is available, attach it to the requisition going to the Procurement Division.

Once the books and periodicals have been received both physically and electronically, the vendor can be paid. However, in some cases vendors require prepayment for books and periodicals. If that is the case, a warrant will be issued and sent with the order.

N. DISCOUNT POLICY

Believing that public funds are to be maximized, the Knox County Government takes advantage of every opportunity to minimize costs. One way in which this can be accomplished is through utilizing prompt payment discounts.

If a bid submitted by a vendor specifies that a certain discount may be taken for prompt payment of bills, the Procurement Division may use this information in the bid evaluation process. Only discounts open and available for at least thirty (30) days or longer will be considered.

The time of the discount period will begin with the date of receipt, inspection, and acceptance of the supplies, or from the date a correct invoice is received in the office specified by the County-as specified in the purchase order.

Every Knox County governmental office or agency can help the County minimize its costs by promptly receiving goods that have been inspected and accepted and that meet all requirements as specified in the purchase order.

O. LIFE CYCLE COSTING

Life Cycle Costing is a concept that can be utilized to determine the total cost of an item over its useable lifetime. Although life cycle costing has been primarily used for capital items, it is becoming more common to utilize these principles for ordinary purchases.
With the tight budgetary constraints that most governments operate within, it is simply common sense to examine the total cost of owning and operating an item.

Life cycle costing includes factors such as:

1. The initial purchase price - what will it cost to obtain the item?
2. The life expectancy of the item - how long will it be useful?
3. Output - what level of service will the item provide?
4. Maintenance - how much maintenance will be required to keep the item in proper operating condition?
5. Consumption - if the item requires input of energy, how much more energy will be required to operate it?
6. Disposal Value - when the item is no longer useful to how much will it bring in trade-in value or scrap?
7. Complexity of Operation - will the operation or use of this item require a great deal of training or very little training?

To illustrate Life Cycle Costing the National Institute of Governmental Purchasing provided the following example:

In the purchase of vehicles, a jurisdiction decides that it will consider the total costs of owning and operating the vehicles. This includes purchase price, cost of upkeep, and operating costs. The jurisdiction develops the following formula for bid evaluation and **includes it in the Invitation for Bid:**

Life Cycle Costing = C+ (a/b x d) where:
LCC = total cost
C = initial cost
a = anticipated life of vehicle in miles
b = E.P.A. miles per gallon rating
d = cost per gallon of gasoline

The anticipated life of the vehicle (a) and the cost per year (d) are constants assigned by the jurisdiction. For example:

a=50,000 miles
d=$2.00 per gallon

If a bidder submits a price of $25,000 on a vehicle rated by the E.P.A. as averaging 20 miles per gallon, then:

C=$25,000
b=20 miles per gallon

Using the proceeding figures, the evaluation of the bid would be:

LCC = C + (a/b x d)
= 25,000 + (50,000/20 x 2.00)
= 25,000 + (2,500 x 2.00)
= 25,000 + 5,000
= $30,000 (for the life of the car)

Thus, the evaluated bid price and the figure considered in making the award would be $30,000.

Other factors, such as repair, maintenance, insurance, down time, and theft potential could have been added to the formula. However, it was kept simple so it could achieve its purpose - providing an example.

Life Cycle costing is not performed on every purchase nor, should it be. However, if it is properly applied and calculated, life cycle costing can provide significant long-term savings for the citizens of Knox County.

P. RUSH ORDERS/EXPEDITING ORDERS

It is in the best interest of Knox County and, more specifically, the using agencies to plan in advance and allow sufficient lead time for all purchases. If an item is to be bid, please try to allow a lead-time of at least twenty-one (21) business days. For non-bid items a similar lead-time is suggested.

At times agencies will need a rush order, yet the order will not be a true "emergency." In these cases the Knox County Procurement Division will expedite the process.

The requisitioning agency should note in the notes section of the electronic requisition all details related to delivery requirements.

Q. GOVERNMENT CERTIFICATE OF EXEMPTION

Knox County Government is exempt from state, county and federal sales and excise taxes. Completion of a certificate that states that purchases of property or services are for the exclusive use of the government is necessary. The Procurement Division issues certificates of exemption as needed but only for items requisitioned through the Procurement Division.

R. RECEIVING

Please refer to the MUNIS/BuySpeed Manual for procurement and Department Users.

S. INSPECTION

1. WHY IS INSPECTION NECESSARY:

The purpose of inspection is to make certain that vendors furnish the exact goods ordered. No matter how large, efficient, or reliable a vendor may be, errors do occur. Inspections are necessary to insure that the requirements are actually met, and to protect the using agencies from receiving material below an acceptable level of quality.

2. DEFINITION OF INSPECTION

Inspection is the close and critical examination of goods delivered to County using agencies and offices in accordance with an authorized purchase order or contract. Unless otherwise ordered, all deliveries are expected to consist of:

a. New and unused merchandise.
b. Goods of the quality, grade, or standard specified in the purchase order or contract award.
c. Goods that conform to the design, construction, ingredients, size, weight, kind, type, make, color, style, price, etc. as specified in the purchase order or contract.
d. Packaging and labeling that conform to acceptable commercial practices for protecting the items during transportation, storage, handling and distribution.
e. No goods classed as seconds, factory rejects, mill ends, distressed merchandise, war surplus, or having any other objectionable characteristics.
f. The quantity specified in the purchase order or contract.

3. DUTIES OF RECEIVING AGENT/INSPECTOR

Any County employee assigned to receiving goods, whether temporarily or as a permanent duty, is responsible for inspecting items as they are received. Inspection is an integral part of centralized procurement. A great deal of material is delivered directly to the using agencies and offices. Therefore, designation of a receiving agent within County agencies and offices is a must.

Receiving Agents and Inspectors should first and foremost always employ common sense when receiving goods. The definition of inspection provided in Section 2 of this manual should be used as a guideline. Otherwise, methods of inspection, documentation of incomplete orders, and communication with the Procurement Division and/or the Property Management Office are described in the following Sections.

4. TIME AND PLACE OF INSPECTION

Goods should be inspected immediately after they are delivered. Inspection should not impede the ordinary functions of the using agency or office, yet it should be completed before any of the merchandise is distributed or used. Designating a

particular area or room as the receiving/inspecting area makes the inspection and distribution process easier and more organized. Maintaining a convenient yet effective process of receiving and inspection benefits the using agency; shipments that do not pass inspection are accounted for immediately, thus expediting the return and replacement process.

5. METHODS OF INSPECTION

Visual Inspection. This includes using one or more of the five basic senses: sight, taste, smell, hearing, and touching. Generally, visual inspection is sufficient to establish the acceptance or rejection of most goods without resorting to laboratory analysis. The following aspects should be considered when making a visual inspection:

a. Sight - Does the item look right? Is the color appropriate, is it too dark or too light, does it look damaged, does the package appear to have been previously opened, is the container leaking, is the expiration date O.K., is the container intact?
b. Taste - Fruits, vegetables, canned goods, pastries, desserts and similar food products lend themselves to inspection by taste to determine whether or not they are dry, juicy, sweet, sour, fresh, stale, soured, etc.
c. Smell - Does the item possess the normal odor associated with it? Is there a foul or unpleasant odor?
d. Hearing - Defects are often indicated by sounds audible when observing the operation of motors, machinery, electrical or automotive equipment, such as knocking, squeaking, rattling, etc.
e. Touch - Does the item feel as it should? Is it rough, smooth, dry, wet, hot, cold, soft, hard, too thick, too thin, too soft, too hard, etc.

When necessary, analytical inspections (requiring laboratory analysis) can be made. This usually pertains to chemicals and petroleum products, such as cleaning agents and gasoline. Contact the Procurement Division if there is reason to believe an analytical inspection is needed.

The other aspect of inspection to be considered is whether or not the goods delivered meet the specifications listed on the purchase order or contract. **Always count the items and compare your result with the packing slip, then compare the packing slip with the purchase order.** Once you have determined that the quantity is correct, check all the prices and compare them with what the items are listed for on the purchase order.

To ensure effective quality control, Receiving Agents and Inspectors must (1) use common sense, (2) devote enough time to allow for thorough inspections, and (3) be familiar with the type and quality of goods typically ordered by the using agency they represent. Also, a copy of the purchase order or contract must be available in order to ascertain specifications, quantities, and prices. The purchase orders and contracts also include vital information such as the buyer who made the purchase, the vendor name, and the date the order was made. All of this information will be needed if any aspect of an order is questionable.

6. ACCEPTANCE AND REJECTION

All goods received should be inspected at the time they are delivered. If, upon delivery, all or part of a shipment is determined to be incorrect or unacceptable, the shipment should be refused. However, this may not always be convenient or possible. When it is too late to refuse goods (at the time of shipment), the Receiving Agent should contact the vendor as soon as possible and make the necessary arrangements to get the proper merchandise. If a discrepancy cannot be settled in this manner, the Procurement Division should be notified immediately.

7. DOCUMENTATION OF FAILURE TO COMPLY WITH SPECIFICATIONS

It is in the best interests of the County to maintain a high standard of quality for the goods and services purchased with the taxpayer's dollars. This includes continually evaluating vendors. For the Receiving Agent or Inspector, this means documenting vendor performance.

Vendors are expected to comply with all specifications on all orders and contracts. Receiving Agents and Inspectors should make note of any vendor that does not comply with specifications or that is not cooperative or professional in behavior.

The Procurement Division maintains an electronic database of vendors for distribution of Invitations for Bids and Requests for Proposals. Any vendors that have a habit of failing to meet specifications may be removed from the database. The Procurement Division depends on the using agencies to report any complaints about vendors. **Comments and complaints about vendor performance should be documented in writing with specific details of the complaint. Copies of such complaints should be forwarded to the Procurement Director, Suite 100, Knox Central Building, Knoxville, 37917 (865-215-5777).**

SECTION VIII: CONSTRUCTION CONTRACTING

Construction contracting requires special steps and skills in the procurement process. Careful preparation of the invitation for bids or request for proposals can result in significant long-term savings.

A. INVITATION FOR BIDS

Among the topics that an Invitation for Bids should cover are:

1. Instructions to Bidders:

   a. definitions
   b. bidder's representation
   c. bidding procedure
   d. examination of bidding documents
   e. substitution policy
   f. qualification of bidders
   g. rejection of bids

2. General Contract Conditions:

   a. contract documents
   b. architect
   c. owner
   d. contractor
   e. subcontractors
   f. miscellaneous provisions
   g. time
   h. payments and completion
   i. protection of persons and property
   j. insurance
   k. changes in work
   l. correction of work
   m. termination of the contract

3. Other Sub-topics:

   a. County owned and furnished equipment
   b. labor related regulations

c. site conditions
d. rules covering acceptance of work
e. contractors' responsibilities and rights
f. list of specifications and documents
g. method of pricing
h. tax exemption status of the County
i. basis for award

An Evaluation Committee shall review all properly submitted bids. The committee should include the buyer, the project manager, the construction manager, the architect, and often the legal department. The apparent low bidder may be requested to fill out a qualification questionnaire, which asks these questions:

a. Names of officers and partners
b. Experience and equipment
c. Current construction contracts and projected future work
d. Trade union relationships
e. Association memberships
f. List of subcontractors utilized
g. Resumes of key personnel
h. Latest financial statements

Once this form is returned, the committee reviews it. If the apparent low bidder is qualified for the type of work to be performed, and all other aspects of the firm's background are satisfactory, the firm is invited to a pre-award meeting. At this meeting key personnel from the contracting party and the key personnel from the County will review all aspects of the bid specifications, terms, and conditions to assure mutual understanding.

Should the questionnaire of the low bidder disclose deficiencies, the firm should be invited to meet with the Evaluation Committee. At this meeting any deficiencies that were noted in the questionnaire will be resolved. If a satisfactory explanation is not obtained, the Committee should then invite the next or second apparent low bidder to a pre-award conference. At this meeting the steps outlined above should be repeated.

B. REQUEST FOR PROPOSALS

The Request for Proposals method may also be used in the solicitation of construction services. A Request for Proposals is used when the Design/Build or Construction Manager format is desired.

1. Design/Build is a performance-based project delivery method in which the procurement agency enters into a single contract for design and construction of an infrastructure facility. This is also referred to as a "turn-key" method. The contractor is selected on the basis of best value including qualifications. Projects are distinguished by size, complexity, and schedule. Concurrent project phases result in time savings and value engineering can be beneficially employed. The risk is held by the design/build firm.

2. Construction Manager is a fee based service in which the construction manager is responsible exclusively to the owner and acts in the owner's interests. Comprehensive management of every stage of the project yields the greatest possible benefit to the owners.

3. The construction manager is selected on the basis of best value including qualifications. A construction manager objectively offers delivery and packaging options, is strong in both design and construction management, and bases their fees on service and value delivered, not on construction costs.

C. BONDS IN CONSTRUCTION PROCUREMENT

In the solicitation of construction services, a bid bond or other form of bid guarantee satisfactory to the County shall be required when the contract to be awarded is expected to exceed twenty-five thousand dollars ($25,000.00) and such bond shall be provided by a surety company authorized to do business in this State. A bid bond may be required when the contract to be awarded is expected to be less than twenty-five thousand dollars ($25,000.00) if so specified in the Invitation for Bids.

When the solicitation requires that a bid bond support (is to be provided with) a bid, and the bidder fails to provide, the bid will be rejected.

D. CONTRACT PERFORMANCE AND PAYMENT BONDS

Before any construction contract exceeding one hundred thousand dollars ($100,000.00) is awarded, the following bonds shall be furnished to the County:

1. A performance bond executed by a surety company authorized to do business in this State, or by other form of surety, either of which is satisfactory to the County, in the amount equal to one hundred percent (100%) of the contract price as it may be increased or decreased.
2. A payment bond executed by a surety company authorized to do business in this State, or otherwise supplied, satisfactory to the County for the protection of all persons supplying labor and materials to the contractor or his subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount of one hundred percent (100%) of the total of the contract price as it may be increased or decreased.

Nothing in this section shall be construed to limit the authority of the County to require a performance bond or other security in addition to the aforementioned bonds.

The three major differences between construction contracting and other purchases are:

1. Requirement for a pre-bid meeting-usually at the site. If this is going to be the case, it should be specified in the IFB. All pre-bid meetings are taped for future reference.
2. The requirement that each bid contain a Bid Bond.
3. A **Performance Bond and Payment Bond** will be required of the successful bidder for an amount equal to one hundred percent (100%) of the contract.

E. PRE-BID CONFERENCES

A pre-bid conference may be required on service or construction contracts. The purpose of a pre-bid conference is to provide vendors with information about the service that is to be provided. If conditions require it, a pre-bid conference can be a mandatory prerequisite for a sealed bid.

<u>IF A PRE-BID CONFERENCE IS REQUIRED OR SUGGESTED:</u>

Knowledge of the Pre-Bid Conference must be made available to all vendors who received an Invitation for Bids and to the public in general. The buyer and departmental contact that conducts the conference must be careful to answer questions factually and not prejudice the process in favor or disfavor of any particular vendor.

Registration of all participants is required. The pre-bid meeting will be taped for future reference.

F. INSPECTION OF CONTRACTOR'S PLANT AND RECORDS

The County shall have the right to inspect the plant or business of a contractor or any subcontractor under any contract awarded by the County.

The County shall have the right to audit the books and records of any person seeking to become a contractor or subcontractor of a contractor, or any subcontractor under any negotiated contract or subcontract other than a firm fixed price type contract. The contractor shall maintain such books and records for three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

G. CONTRACT MODIFICATIONS

The Procurement Director is authorized to issue regulations permitting or requiring the insertion in contracts of appropriate clauses to enable the County to effect desired changes and modifications to such contracts; provided however, that any such change or modification, **except for road, bridge, and building construction,** which would result in additional expenditures by the County in the sum of twenty-five thousand dollars ($25,000.00) or any such larger sum only shall be effected after appropriate authorization and approval by resolution of the Commission.

Change Orders less than one hundred thousand dollars ($100,000.00) for road, bridge and building construction must be authorized by the Mayor. Change orders for an amount of one hundred thousand dollars ($100,000.00) or more must be authorized by the Mayor and approved by resolution of the Commission.

SECTION IX: PROPERTY MANAGEMENT POLICIES AND PROCEDURES

The purpose of the Property Management Office, a sub-office of the Procurement Division, is to maximize the value of the property owned by Knox County. The Property Management office is made up of two divisions, Personal Property and Real Property Division. Property Management works with Knox County Finance to account for property with a value in excess of $10,000 (fixed asset).

Property Management serves as the locator of reusable property. Reutilization of property has decreased the need for new purchases and resulting in substantial savings for Knox County.

Property Management conducts sales of surplus property (through public auction, sealed bid and an on-line auction service) and scrap materials.

The size and space Knox County Government encompasses requires that standard policies and procedures be established so Knox County property is properly utilized. In the following pages the general policies and procedures of the Property Office are displayed.

A. FUNCTIONS OF PERSONAL PROPERTY MANAGEMENT

Operating under the general supervision of the Procurement Director, PROPERTY MANAGEMENT:

1. Controls County surplus property and disposes of surplus property in the best method (transfer to other departments, auctions, on-line auctions, sales, scrap, or warehousing).
2. Recommends and follows approved policies and procedures of accountability and control of Knox County personal property.
3. Maintains assorted information and numerical data related to personal property.

B. RESPONSIBILITIES OF THE PERSONAL PROPERTY MANAGEMENT OFFICE

1. Records and processes surplus property data on a continuing basis.

   Using set procedures and forms, information covering additions, transfers, and deletions of property is recorded as it becomes available. Property is declared surplus by each department using a Declaration of Surplus Personal Property/Equipment form upon delivery at the Property Management warehouse or before being picked up by Property Management staff.

   Transfers of property are declared using a Transfer of Surplus Personal Property/Equipment form and reflect the changes in assignment and location.

   Deletions of property are recorded after an authorized person signs a letter declaring the item surplus.

   Declaration of Surplus Personal Property/Equipment forms, Transfer of Surplus Personal Property/Equipment forms, and pertinent information regarding deletion of personal property are stored electronically to provide a proper audit trail of the surplus property.

2. Supervises the transfer and reutilization of property.

   Upon notification by a department or office that certain property is no longer needed, unusable or obsolete via a Declaration of Surplus Property/Equipment form, the Property Management Office takes one of the following actions:

   a. Transfers the property to another department or office.
   b. Sends the property to a surplus depot maintained for salvageable or reusable property.
   c. Prepares the property for sale or auction.
   d. Sells the equipment as scrap metal, wood, etc.

   Departments wishing to transfer property are to notify the Property Management Office. Items reassigned are removed from the inventory of the forwarding department and added to the inventory of the receiving department.

   Salvageable property, for which there is no longer any need, is accumulated separately from property which may be reusable. When a sufficient amount is accumulated, the salvage is sold at public auction or through the on-line auction service or by sealed bids.

3. Controls disposal of surplus property.

   Surplus Property is disposed of through one of the following methods:

   a. Trade in on replacement equipment
   b. Public auctions
   c. On-line auctions
   d. Sale under sealed bids and sealed proposals, by invitation and publicly advertised, opened, and recorded
   e. Negotiated contract
   f. Sales of scrap metal

   Trade-ins of County surplus are to be indicated in the purchase order for the replacement equipment. Property Management is to be notified when the trade-in takes place.

Sales under sealed bids/proposals take place where there are a limited number of prospective buyers for particular properties, where it is not economically feasible to hold an auction, or at the direction of the County Mayor. Auctions may be live or held on-line for real and personal property.

Negotiated contracts cover the sale of scrap and waste products when deemed most advantageous to the County by the Knox County Procurement Director. Typical contracts include accumulated scrap metal, used tires, used batteries, etc. Where an authorized insurance settlement calls for sale to an insurance carrier, surplus vehicles are also sold by two-party negotiation.

Property is destroyed only when there is no economical salvage value. This determination is the sole responsibility of the Property Management Office.

4. Elected/Appointed Official/Employee Personal Property Purchase.

Outgoing Elected/Appointed Official or Employees may purchase electronic items assigned to them by the Knox County Office of Information Technology (IT) upon them leaving County employment. The purchase of these items will be made at fair market value as determined by IT. The purchase will require Department Head or Elected Official and Mayoral approval.

C. DUTIES OF PROPERTY COORDINATORS

1. Oversee the County property assigned to that department/office.
2. Notify Property Management when property becomes surplus via a Declaration of Surplus Personal Property/Equipment form.
3. Notify Property Management when property is transferred to another department via a Transfer of Surplus Personal Property/Equipment form.
4. Notify Property Management when property becomes scrap.
5. Notify Property Management when real property or buildings are purchased, received, or declared surplus.
6. In the event of theft, severe damage, vandalism, or unexplained loss they make a police report and forward a copy to Property Management.

D. PROPERTY UTILIZATION

Property Management also coordinates the pool of surplus items that the County may have at any given time. Often, departments and agencies can forgo the purchase of new items if similar items are in surplus. Whenever a department decides to purchase a capital item, a representative from the department should first be made to contact the Knox County Property Management Office to determine if any similar items are in surplus stock. If so, the requesting department should view the item and consider it for use. Reutilization of equipment declared surplus by one department is one way of maximizing taxpayer dollars.

All surplus equipment is stored at the Property Management warehouse located at 1005 Stewart Street.

E. VEHICLE ACQUISITION/DISPOSAL

Acquisition. All requests for vehicles are submitted to the Knox County Procurement Division using normal procurement procedures. A Knox County Vehicle Request Form (VRF) must be completed and forwarded with your requisition.
Prior to submittal of requisition to Procurement, the department must forward the VRF to the County Mayor for approval/signature. Once the VRF has been approved, the buyer is responsible for ensuring a copy of the VRF and a copy of the purchase order are sent to Property Management for inventory purposes.

Vehicle Delivery. A purchase order is prepared and forwarded to the appropriate dealer. The buyer will notify the department when the vehicle is available for pick up. The requesting department is responsible for coordinating pick up of the vehicle from the dealer. The title will be forwarded to Property Management by the department upon receipt from the State of Tennessee. This is to ensure that all departments, in regard to vehicle disposition, are in compliance with County Procurement Regulations. The requesting department is responsible for taking the new vehicle to the Knox County Fleet Service Center to obtain a fuel key, a tab number and to ensure it has been added to the fleet inventory.

Disposal/Surplus. All surplus vehicles must be turned into Property Management with keys, fuel key and a completed Declaration of Surplus Personal Property/Equipment form. (NOTE: If you are replacing a vehicle, the fuel key can be reprogrammed by the Fleet Service Center and maintained by the department for the new vehicle.) Property Management, in conjunction with the Fleet Service Center, will inspect and prepare the vehicle for surplus. Property Management will assign all surplus vehicles a class code as follows:

Class 1: Vehicle has valuable use to Knox County and may be put back into service.

Class 2: Vehicle has no useable value to Knox County and must be sold. Class 2 vehicles will not be put back into Knox County inventory.

Property Management will store vehicles and equipment until reassignment or sold. All vehicle transfers from surplus property must be requested from Property Management and approved by the County Mayor. The Fleet Service Center must be notified of all vehicle transfers. A replacement vehicle must be turned in for any transfers from surplus property. The County Mayor must approve all additions to the Knox County Fleet. No parts shall be removed from surplus vehicles.

Title Requests. If your department needs a copy of the title, a Vehicle Title Request Form must be completed and forwarded to Property Management. Property Management will verify your request and forward a copy of the title to you. You may hand-carry the request to Property Management to expedite receipt of the title. Titles may only be secured through Property Management.

F. REAL PROPERTY POLICIES AND PROCEDURES

The purpose of the Real Property Division, a sub-office of the Procurement Division, is to manage and report the status of Knox County owned real property by maintaining up-to-date and accurate inventories of County-owned real estate, sufficiently maintaining County-owned real property, and appropriately disposing of County-owned surplus real property in a timely, efficient manner.

The Real Property Division conducts sales of surplus real property (through public auction, sealed bid, and online auction) to maximize the value of surplus real estate.

The size of Knox County and Knox County Government necessitates a significant investment in real estate, which requires that standard policies and procedures be established so Knox County real estate is properly utilized.

G. FUNCTIONS OF THE REAL PROPERTY DIVISION

Operating under the general supervision of the Purchasing Director, the REAL PROPERTY DIVISION:

1. Provide efficient disposition of County owned surplus real property, including delinquent tax property acquired through the Trustee's Tax Sale, to effectively place said property back on the tax rolls.

2. Provide and maintain a current inventory of real property owned by Knox County.
3. Oversee and coordinate the maintenance and general care of Knox County real property and facilities in conjunction with other departments.
4. Provide oversight of Knox County property acquisitions, construction projects, and energy management.

H. DISPOSAL OF COUNTY OWNED SURPLUS REAL PROPERTY

Surplus real property is disposed of through one of the following methods:

a. Sale under sealed bids or sealed proposals, by mailed invitation and publicly advertised, opened and recorded
b. Public auction
c. Online auction
d. Negotiated contract, including land trades/swaps

Sales under sealed bids/proposals for real property take place when there are a limited number of prospective buyers for particular properties, when there is a specific redevelopment interest in a particular property, when it is not economically feasible to hold an auction, or at the direction of the County Mayor. Auctions may be live or held online for real property and will be advertised at least once in a daily newspaper and on site for a minimum of thirty (30) days.

Knox County may enter into negotiated contracts for the sale of real property. The negotiated sales method for the disposition of real property may be utilized **only** if the Procurement Director has conducted a market analysis and has determined that due to the unique nature of the property only one purchaser would reasonably be expected to seek to purchase the property. In addition, the Senior Director of Finance and the Knox County Mayor must approve this method of real property disposal. Any sales, leases and/or transfer of real property shall require the approval of Commission.

Any material change to the original scope of development of those real properties awarded by sealed competitive bid (as set forth in the successful bidder's submittal documents) and whose appraised value is determined to exceed seventy-five thousand dollars ($75,000) is strictly prohibited. Such material change will result in an automatic repeal of the award, necessitating a rebid of the project.

I. DELINQUENT TAX SURPLUS PROPERTY

Surplus real property acquired through the Trustee's delinquent tax sale is managed and sold per T.C.A. 67-5-2507. The Real Property Division provides oversight and maintenance of surplus tax properties from the date acquired at the tax sale through the one (1) year redemption period to the date the Delinquent Tax Attorney closes the sale of the property. Oversight and maintenance is to be no more than what is required by law.

Sale of surplus delinquent tax real property is to be conducted consistent with Section B above, Disposal of County Owned Surplus Real Property, and per the provisions of T.C.A. 67-5-2507.

J. MANAGEMENT OF REAL PROPERTY

The Real Property Division provides for and maintains a current inventory of all real property owned or leased by Knox County. Assorted information about each parcel is gathered. This information includes: agency responsible for the parcel, contact person, size, map number, parcel number, use, description, and comments. This information is available for any office in Knox County that has a legitimate need for any part of the information.

The Property Managers will be responsible for overseeing and maintaining the general care of all land and facilities owned by Knox County. Out of necessity, this function will be shared

with other agencies such as Parks & Recreation, Engineering and Public Works, Libraries and the Public Building Authority.

K. SCOPE AND DEFINITIONS

1. **Personal property** means all types of County-owned property other than real or intangible, including furnishings, office machines, communications equipment, heavy machinery, photo equipment, hospital equipment, data processing equipment, motor vehicles, etc.
2. **Real Property** means fixed, immovable property such as land, buildings, etc.
3. **Surplus property** means personal property determined to be unnecessary, unusable or obsolete.
4. Property purchased for, or donated to, any elective office or other governmental office becomes a part of the Knox County inventory.
5. The disposal of all personal property, inventoried or non-inventoried, and accumulated scrap and waste is the responsibility of the Property Management Office. This responsibility extends to the County School system and the Public Library system.

SECTION X: BUSINESS OUTREACH PROGRAM

The purpose of this program is to increase the opportunity companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, actively recruiting all interested suppliers..

A. The Business Outreach Administrator will:

1. Actively seek business entities that have the ability to provide goods and services to Knox County.
2. Provide written materials, training programs, and general assistance to businesses in order to aid them in establishing and maintaining long-term business relationships with Knox County.
3. Develop and maintain listings of all businesses, categorized by commodity, to be solicited on Invitations to Bid.
4. Ensure that vendor and commodity listings are current.

SUMMARY OF REVISIONS TO PROCUREMENT REGULATIONS

TABLE OF CONTENTS
Deleted reference to: EXHIBIT "C" GRANT PROCEDURES

Page 8) **SECTION II: DEFINITIONS**
Deleted language: Item 53. Disadvantaged Business: A business that is owned or controlled by socially and economically disadvantaged individuals.

Page 13) **SECTION III: GENERAL POLICIES**

A. In order to provide this service, the objectives of the Procurement Division are:
Deleted language: Item 11. To promote diversity in the supplier base.

Page 25) **SECTION V: OTHER PROCUREMENT METHODS**

F. Applicability of Regulations

Deleted language: However, these policies and procedures do not take precedence over federal regulations such as the U.S. Department of Housing and Urban Development (HUD) regulations concerning procurements. For example, in the cases where the County, through the Department of Community Development, expends HUD funds to procure products, services, or real property, HUD regulations shall prevail.

Revised language: However, these policies and procedures do not take precedence over federal regulations concerning procurements.

Page 50) **SECTION X: BUSINESS OUTREACH PROGRAM**

Deleted language: The purpose of this program is to increase the opportunity for diversity among the companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, actively recruiting all interested suppliers, ensuring equal opportunity in all procurement related activities and encouraging disadvantaged businesses to seek to do business with Knox County.

A. The Business Administrator will:
   3. Develop and maintain listings of disadvantaged businesses, categorized by commodity, to be solicited on Invitations to Bid.
   4. Ensure that vendor and commodity listings are current and encourage procurement from disadvantaged businesses.

The Procurement Director may re-evaluate bonding and/or insurance requirements or accept alternative forms of surety to encourage bidding and increase the likelihood of commitment with disadvantaged businesses. The Procurement Director may also recommend contract provisions to include progress or milestone payments.

Revised language: The purpose of this program is to increase the opportunity among the companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, actively recruiting all interested suppliers.

A. The Business Administrator will:
   3. Develop and maintain listings of businesses, categorized by commodity, to be solicited on Invitations to Bid.
   4. Ensure that vendor and commodity listings are current.

PROCUREMENT REGULATIONS

KNOX COUNTY PROCUREMENT DIVISION

APPROVED BY:

Chris Caldwell *Senior Finance Director*	*Date*
David Buuck *Law Director*	*Date*
Glenn Jacobs *County Mayor*	*Date*

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EXHIBIT "B" EMERGENCY PROCUREMENT MANUAL

~~EXHIBIT "C" GRANT PROCEDURES~~

INTRODUCTION

The Knox County Charter requires the existence of a centralized procurement agency within Knox County Government. The Knox County Procurement Division, a service agency, operates under the direction of the Knox County Mayor.

This manual contains the procedures and regulations by which Knox County agencies and using departments are required to operate. It is to serve as a user's guide for Knox County employees and officials when implementing centralized and authorized, decentralized procurement procedures. All purchases shall be processed in accordance to these regulations and procedures.

The contents of this manual represent the minimal requirements. Knox County's elected and/or appointed officials, boards, or agencies, may establish other requirements, as they deem necessary. The contents of this manual are not intended to conflict with any existing law. Should any aspect of this manual conflict with law, law shall take precedence.

The success and integrity of the procurement process depends on the honesty and accuracy of all the elected officials, appointees, and employees of Knox County. Any comments or suggestions concerning the design or content of this manual will be appreciated. The Procurement Division is available to assist all Knox County offices, departments, and agencies at all times.

PURPOSE OF MANUAL

The Procurement Division is responsible for maintaining centralized procurement, supply management, project management, business outreach property management, property development and all other services and commodities purchased and/or leased for Knox County.

This manual describes and illustrates correct operating procedures and policies for Knox County's centralized procurement system. Knox County employees and agencies are expected to be familiar with and comprehend the contents of this manual in order to sustain and enhance the overall procurement process.

UPDATING THE MANUAL

These policies and procedures are current as of the date of publication. However, they will be reviewed and continually updated. As revisions occur, replacement pages will be published with corresponding publication dates and revision numbers. Outdated portions of the manual are to be removed and replaced with these revised pages as they are made available.

The Procurement Director will issue revisions and deletions of this manual. The regulations so issued shall be distributed to the County Mayor, the Senior Director of Finance, and the Law Director for approval. The Procurement Director shall be responsible for effectively disseminating and communicating the Procurement Regulations to all Department Heads and Elected Officials affected thereby.

SECTION I: ETHICS

The ethical standards in this section apply exclusively to the Procurement Division, Procurement Card Holders and Requisitioning authorities unless the standard is by ordinance or law. In such case the applicable law shall prevail.

A. NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING CODE OF ETHICS

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by any public sector procurement or materials management organization.

1. Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization;

2. Believes in the dignity and worth of the services rendered by the organization and the social responsibilities assumed as a trusted public servant;

3. Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served;

4. Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable;

5. Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved;

6. Believes that members of the Institute and its staff should at no time nor under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers;

7. Keep the governmental organization informed, through appropriate channels, on problems and progress of applicable operations, but personally remains in the background by emphasizing the importance of facts;

8. Resist encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis. Political, religious, racial, gender, disability, and age considerations carry no weight in personnel administration in the agency being directed or served;

9. Seeks or dispenses no personal favors. Handles each administrative problem objectively and emphatically without discrimination on the basis of principles and justice; and

10. Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing.

B. ETHICAL STANDARDS

Public Service is a Public Trust. Though enunciated over ninety years ago by President Coolidge, this axiom is still very valid. As a governmental organization, Knox County is obligated to aspire and attain to the highest level of ethical standards. The following guidelines are not an exhaustive detailing of all ethical situations. If further questions arise, consult with your immediate supervisor and the County Legal Department for a definitive ruling.

1. CONFLICT OF INTEREST POLICY (REFER TO SECTION 8.08 OF THE KNOX

COUNTY CHARTER.)

The purpose of this policy is to inform employees involved in the procurement function about the avoidance of conflict of interest. This policy applies to all employees who participate in any phase of the procurement process. Employees engaged in the procurement function are to be free of interests or relationships that are actually or potentially inimical or detrimental to the best interests of Knox County, and shall not engage in or participate in any commercial transaction involving the County, its affiliates, divisions or subsidiaries in which they have a significant financial interest.

Any employee engaged in procurement who has assumed, or is about to assume, a financial or other outside business relationship that might involve a conflict of interest, must immediately inform the supervisor of the circumstances involved. This information will be reviewed at an appropriate level for a decision whether or not a conflict of interest is present and, if so, what course of action will be taken. In this connection, a conflict of interest exists where an employee:

a. Has an outside interest, which materially encroaches on time or attention, which should be devoted to the affairs of the County.
b. Has a direct or indirect interest in or relationship with an outsider that is inherently un-ethical or that might be implied or construed to be, or make possible personal gain due to the employee's partiality toward the outsider for personal reasons or otherwise inhibit the impartiality of the employee's business judgment, place the employee or the County in an equivocal, embarrassing or ethically questionable position; or reflect on the integrity of the organization.
c. Takes personal advantage of an opportunity that properly belongs to the County.
d. Uses County property without approval.
e. Discloses County "trade secrets" or any other proprietary information to unauthorized persons.

2. GIFTS

Gratuities from current or potential business partners can lead to questions of conflict of interest. Therefore, the following policies are set forth:

a. No Knox County employee shall accept gifts, personal loans, entertainment, or other special consideration from an individual or business organization doing business with the County or which might do business with the County.
b. Loans are not accepted from an individual or organization having prospective dealings with the County unless such individual or organization is in the business of making loans to individuals.
c. No employee shall permit any influence that could conflict with the best interest of the County, or prejudice the County's reputation.
d. Association with supplier representatives at luncheons, dinners, or business organization meetings are helpful in establishing better business understanding. These associations are neither questionable nor un-ethical, provided the Knox County employee remains completely free of obligations.
e. Any employee who is offered or receives such payment or gift of more than a nominal value shall refuse it or return it to the giver in a tactful and dignified manner, advising the giver of the County's policy prohibiting its acceptance.

3. VENDOR SAMPLES

When vendors offer samples for evaluation, they will be accepted only under the following conditions:

a. The product is one, which is of a type presently in use or is of potential use to the County. Samples of goods not likely to be purchased are not to be accepted.
b. The quantity or size of the sample is small and is of low value. The purpose of a sample is to serve as an example to help determine its ability for Knox County service - not to provide an inventory of the material.
c. Any chemicals offered as vendor samples are not acceptable unless accompanied by an OSHA Material Safety Data Sheet.
d. If vendor samples are accepted, they shall be promptly conveyed to the appropriate department for testing. The vendor is entitled to a prompt evaluation of the sample, and Knox County intends to provide this courtesy.

4. PRODUCT ENDORSEMENTS

Requests for approval of a news release or advertisement stating the County, or any of its operating units or personnel, uses a product or service offered by particular firm shall be referred to the Senior Director of Finance for approval.

5. PURCHASES FROM EMPLOYEES

It shall be the policy of the County not to purchase any goods or services from any employee or close relative of any employee without the prior approval of the Procurement Director, Senior Director of Finance and/or the County Mayor.

6. VENDOR RELATIONS

It is the policy of Knox County to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in all dealings. Applicable laws must always be scrupulously observed. In this regard, the following must be observed when dealing with suppliers and their representatives:

a. Grant prompt and equal reception, as well as fair and equal treatment, to all suppliers and their representatives.
b. Provide equal opportunity for all suppliers to make price and specifications quotations.
c. Decline to take advantage of seller's errors, and show consideration for seller's difficulties by cooperating with the seller whenever possible.
d. Avoid putting sellers to unnecessary expense or inconvenience on returned goods.
e. Explain as clearly as possible to suppliers the reasons for the rejection of their bids or proposals.
f. Stay informed about the sources of supply, services and materials, and encourage their testing.
g. Communicate the procurement procedures, solicitation terms and conditions, vendor guide, and other requirements to the Seller.

7. RESTRICTIONS ON EMPLOYMENT OF PRESENT EMPLOYEES

Contemporaneous Employment is prohibited. It shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee of any person contracting with the County.

8. CIVIL AND ADMINISTRATIVE REMEDIES AGAINST EMPLOYEES WHO BREACH ETHICAL STANDARDS

A department head, immediate supervisor, or the Senior Director of Finance may impose any of the following penalties depending upon the nature of the breach:

a. Oral warnings
b. Written warnings
c. Oral reprimands
d. Written reprimands
e. Suspension with or without pay for a specified period
f. Termination of employment

C. REPORTING OF SUSPECTED COLLUSIVE BIDDING OR NEGOTIATION

When collusion is suspected among any bidders a written notice of such suspicion shall be submitted to the Law Director. The Law Director may coordinate any investigation of alleged collusive activity with the State of Tennessee Attorney General Antitrust Division. All documents involved in any procurement in which collusion is suspected shall be retained until the Law Director gives notice that they may be destroyed. All retained documents shall be made available to the Law Director or his/her designee upon request.

SECTION II: DEFINITIONS

When used in the context of this manual and in the authorization of Purchase Orders, Contractual Agreements, Invitations to Bid, Request for Proposals or other pertinent documents, the words, conditions, and phrases below shall have the following meanings:

1. Accept: To receive with approval or satisfaction.

2. Acknowledgement: Written confirmation from the vendor to the purchaser of an order implying obligation or incurring responsibility.

3. Agreement: A coming together in opinion or determination; Understanding and agreement between two or more parties.

4. All or None: Knox County reserves the right to award each item individually or to award all items on an "all or none" basis.

5. Annual: Recurring, done, or performed every year.

6. Appropriations: Public funds set aside for a specific purpose.

7. Approved: To be satisfied with; admit the propriety or excellence of; to be pleased with; to conform, to ratify.

8. Approved equal: Alike; uniform; on the same plane or level with respect to efficiency, worth, value, amount or rights.

9. Attest: To certify to the verity of a public document formally by signature; to affirm to be true or genuine.

10. Authorized Price List: A price list of the products or services covered in a contract that contains minimum essential information needed by users for placing orders.

11. Award: The presentation of a contract to a vendor; to grant; to enter into with all required legal formalities.

12. Awarded Bidder: Any individual, company, firm, corporation, partnership, or other organization to whom an award is made by the County.

13. Best Interests of the County: A term frequently used in granting a procurement official the authority to use discretion in taking whatever action that is most advantageous to the government. The term is used when it is impossible to anticipate extraordinary circumstances

that may arise, substituting for specific directions that would, under normal circumstances, be delineated by law or regulation.

14. Best Value: Means more than low cost. It includes initial cost, service, quality and other factors related to the acquisition.

15. Bid: A vendor's response to an Invitation for Bids; the information concerning the price or cost of materials or services offered by a vendor.

16. Bidder: Any individual, company, firm, corporation, partnership or other organization or entity bidding on solicitations issued by the Procurement Director and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

17. Bidder's List: A list of suppliers of various goods and services from whom bids, proposals, and quotations can be solicited.

18. Bid Bond: An insurance agreement in which a third party agrees to be liable to pay a certain amount of money should a specific vendor's bid be accepted and the vendor fails to sign the contract as bid.

19. Bid File: A folder containing all of the documentation concerning a particular bid. This documentation includes: the names of all vendors to whom the invitation to bid was sent, the responses of the vendors, the bid tabulation, the award sheet and any other information as may be necessary.

20. Bid Opening: The opening and reading of the bids, conducted at the time and place specified in the invitation for bids and in the presence of anyone who wishes to attend.

21. Bid Solicitation: Invitations for Bids

22. Blanket Bid (order): A type of bid used by buyers to purchase repetitive products. The County establishes its need of a product for a specified time. The vendor is then informed of the County's expected usage during the duration of the contract. The County agencies will order small quantities of these items from the vendor over the life of the contract.

23. Bulk Procurement: Procurement in large quantities in order to reduce the price per unit.

24. Business: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or legal entity through which business is conducted.

25. Buyer: An assistant to the Procurement Director. The buyer is responsible for negotiating with the vendors and obtaining the quotes and information from which bids are solicited.

26. Cancel: To revoke a contract or bid.

27. Cancellation: To annul or invalidate; to strike or cross out; to make void.

28. Capital Items: Equipment that has an expected life-span of one year or longer and a value (usually) in excess of $10,000.00.

29. Cash Discount: A discount from the purchase price allowed to the purchaser if payment is made within a specified time.

30. Caveat Emptor: Let the buyer beware; used in proposals or contracts to caution a buyer to avoid misrepresentation.

31. Certify: To testify in writing; to make known or establish as a fact.

32. Commodity Code: A numbering system that enables the computer software to monitor the purchase and usage of items bought by Knox County. Every item purchased is assigned up to an eleven-digit commodity code that represents one, and only one, item.

33. Competitive Solicitation: Bidding on the same undertaking or material items by more than one vendor; competitive bidding must, by due advertising, give opportunity for everyone to bid, but does not mean that more than one bid must be submitted.

34. Competitive Negotiations: A procurement method for obtaining goods, services, and construction in which discussion and negotiations may be conducted with responsible proposers who submit responsive proposals. The process concludes with the award of a contract to the proposer who offers best value.

35. Concealed Damage: Damage that is not readily identifiable by routine visual examination.

36. Confidential Information: Information available only to specified personnel or officers of the County that is not necessarily open to public scrutiny.

37. Confirming Order: A form used to verify a purchase order made by telephone, fax and/or any other approved electronic method of procurement that serves as the vendor's original hard copy, listing the pertinent information of the order. This is for verification only and is designed to avoid order duplications and misunderstandings.

38. Conspicuously: To be prominent or obvious; located, positioned, or designed to be noticed.

39. Construction: The building, alteration, demolition or repair (including, but not limited to, dredging, excavating and painting) of public buildings, structures and highways, and other improvements or additions to real property.

40. Contract: An agreement, grant or order for the procurement, use, or disposal of supplies, services, construction, insurance, real property or any other item.

41. Contract Modification: The alteration of a provision within an existing contract.

42. Contractor: A supplier of labor, services, or materials; any person having a contract with the County.

43. Control: Authority to manage, direct, regulate, or oversee.

44. Cooperative Procurement: Procurement conducted by, or on behalf of, more than one public procurement unit, or by a public procurement unit with a foreign procurement entity.

45. County: Knox County, Tennessee.

46. Debarment: Means the disqualification of a person to receive invitations for bids, requests for proposals, or the award of a contract by the County.

47. Deficient Materials: Material found to be faulty or unsuitable for its intended use because of one or more deficiencies, such as quality, design, or procurement deficiency, that is not the result of damage.

48. Delivery Schedule: The required or agreed upon rate of delivery of goods or services.

49. Demurrage: Charges made on freight shipments that are not unloaded within two days after arrival.

50. Department: Any agency or, division thereof, which is authorized or created by the Charter of Knox County, or by ordinance made pursuant thereto.

51. Department Head: The chief administrative officer of a department.

52. Design-Build: A delivery method for construction projects that combines the architectural, engineering, and construction services required for a project into a single contractual agreement.

~~53. Disadvantaged Business: A business that is owned or controlled by socially and economically disadvantaged individuals.~~

54. Discount for prompt payment: A predetermined discount offered by a vendor for prompt payment.

55. Dispute: Disagreement between parties to a contract over performance or other contract term requiring administrative action to resolve.

56. Distribution: The movement of goods from manufacturer to consumer; includes marketing, buying, selling, promotion, advertising, handling, storage, and transportation.

57. Employee: A person drawing a salary from the County, whether elected or not.

58. Encumber: Reserve funds against a budgeted line item; to charge against an account.

59. Established Catalogue Price: A price included in the most current catalogue, price list, schedule, or other source.

60. Ethical: Conforming to professional standards of conduct; conforming to the Code of Ethics and/or Ethical Standards as provided in this manual or other county and state provisions.

61. Evaluation of Bid: The process of examining a bid to determine a bidder's responsibility, responsiveness to requirements, and other characteristics of the bid that determine the eventual selection of a winning bid.

62. Evaluated Bid Price: The dollar amount of a bid after bid adjustments are made pursuant to a precise mathematical formula set forth in the invitation for bids, which measures the effective price to the County. Such formula shall take into account factors that contribute to the economy and effectiveness in the operation of a procured item, such as reliability, maintainability, useful life and residual value.

63. Expediting: Ensuring the speedy delivery of a shipment to its destination; the attempt to avoid delays that might require tracing.

64. Extend: To continue for a period of time; prolong.

65. Federal Excise Tax: An inland imposition, paid sometimes upon the consumption of the commodity, and frequently upon the retail sale.

66. Financial Interest: Means:

    (a) Ownership of any interest, or involvement in any relationship, from which the individual or entity has, within the past three (3) years, received, is presently receiving, or is entitled to receive in the future, more than one hundred dollars ($100.00) per year; or

    (b) Holding a position in a business such as officer, director, trustee, partner, employee or the like, or holding any position of management.

67. Firm-Fixed-Price Contract (FFP): A fixed-price contract with a price that is not subject to any adjustment on the basis of the contractor's cost experience or other circumstances arising during the performance of the contract.

68. Fiscal Year: An accounting period of 12 months, beginning July 1 of the current year through June 30 of the upcoming year.

69. Formal: Arranged in proper and methodical order. The proper technical terms or phrases, arranged in logical order and capable of being adapted to the circumstances of the specific case.

70. Good Faith: Factual honesty in the conduct of a transaction; the observance of reasonable commercial standards of fair dealing.

71. Goods: All materials, equipment, and supplies.

72. Immediate Family: Spouse, children, grandchildren, parents, and brothers and sisters.

73. Ineligible Bidder: A supplier, who by reason of historical financial instability, unsatisfactory reputation, poor performance, or other similar reasons, cannot meet the qualifications for placement on the bidder's list for award of a contract.

74. Informal Bid: Contacting a minimum of three vendors to obtain three (3) written quotes for items of a value more than $25,000.00.

75. Inspection: Examination and testing, including processes, raw materials, components, intermediate assemblies, and end items to determine whether the items conform to contract requirements.

76. Inventory: The stock of goods on hand or an itemized list of a stock of goods indicating volume and values.

77. Invitation for Bid (IFB): A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

78. Invoice: A written account of merchandise and process, delivered to the purchaser; a bill.

79. Lead Time: The period from date of ordering to date of delivery that the buyer must reasonably allow the vendor to prepare goods for shipment.

80. Legal: Conforming to law, according to law; required or permitted by law; not forbidden or discountenanced by law; good and effectual in law.

81. Lessen: To cause decrease; make less; to minimize to decrease.

82. Life Cycle Costing: A procurement technique that considers the total cost of procurement, maintaining, operating and disposing of a piece of equipment when determining low bid.

83. Lowest Responsible Bidder: The bidder who is awarded a contract because in the unit price, total cost of operation, or value per dollar, the vendor's bid is lower than any of the other bidders whose reputation, past performance, business and financial capabilities are such that they would be judged to be capable of satisfying the government's needs for the specific contract.

84. Non-stocked Items: Items of material centrally managed and purchased but not stocked to meet demands from requisitioners.

85. Performance Bond: A bond given to a purchaser by a vendor (or contractor) guaranteeing the performance of certain services or delivery of goods within a specified time. The purpose is to protect the purchaser against a cash loss that might result if the vendor did not deliver as promised.

86. Policy: The general principles by which a government is guided in its management of public affairs.

87. Pre-award Survey: Physical survey and evaluation of a prospective contractor's plant, equipment, and capacity to perform (both technically and financially), made before an agency signs the contract. Used in those circumstances where additional information is required for a determination of the responsibility of the prospective contractor.

88. Pre-bid Conference: A meeting held with potential vendors a few days after an invitation for bids has gone out to promote uniform interpretation of work statements and specifications by all prospective contractors.

89. Procured Item: Any supply, service, construction, insurance or any other item obtained in accordance with this code.

90. Procurement: Buying, renting, leasing or otherwise obtaining supplies, services, construction, insurance or any other item. It also includes all functions that pertain to the acquisition of such supplies, services, construction, insurance and other items, including description of requirements, selection and solicitation of sources, preparation and award of contract, contract administration, and all phases of warehousing and disposal.

91. Product Analysis: A study of products through market research in order to develop new ones, adapt old ones to new uses or to determine product characteristics most valuable to the consumer. Also, in industry, the studying of how to produce the best possible product for the most economical price.

92. Project Management: The application of processes, methods, knowledge, skills and experience to achieve the project objectives.

93. Protest: A complaint about a governmental administrative action or decision brought by a vendor with the intention of achieving a remedy. A protest is a controversy that may occur during solicitation and through award of a contract. It often takes the form of a written objection to an invitation for bid or request for proposal solicitation, or to a proposed award.

94. Public Document: Any document or record connected with the public business or the administration of public affairs issued and preserved by any department of the government.

95. Public Procurement Unit: Means the State of Tennessee, any county, city, town, governmental entity and other subdivision of the State of Tennessee, or any public agency, or any other public authority.

96. Purchase Order: A legal document used to authorize a purchase from a vendor. A purchase order, when given to a vendor, should contain statements about the quantity, description, and price of the goods or services ordered; agreed terms to payment, discounts, date of performance, transportation terms, and all other agreements pertinent to the purchase and its execution by the vendor.

97. Qualifications-Based Selection (QBS): A procurement process for the competitive selection of architectural and engineering services under which the most appropriate professional or firm is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than on fees. Fair and reasonable fees are negotiated with the top-ranked firm for an agreed-upon scope of services.

98. Quotation: A statement of the market price of one or more commodities; the price specified to a correspondent.

99. Receiving: The act that physically receives shipments from a carrier and makes Knox County legally liable for payment.

100. Reject: Refuse to accept, recognize, or make use of; repudiate, to refuse to consider or grant.

101. Request for Proposal (RFP): All documents utilized for soliciting competitive proposals. A bid solicitation method used for requirements exceeding authorized limits when it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirements, or other factors will be considered in the selection of the contractor in addition to price, or only one source is being solicited.

102. Request for Qualifications (RFQ): A document, which is issued by a procurement entity to obtain statements of the qualifications of potential responders (development teams or consultants) to gauge potential competition in the marketplace, prior to issuing the solicitation.

103. Requisition: Any document whereby a using agency requests that a contract be obtained for a specified need.

104. Responsive Bidder: One who has submitted a bid that conforms in all material respects to the invitation for bids.

105. Schedule Contract: A contract that consolidates agency requirements by pre-establishing a bid opening date and requiring using agencies to submit requirements by a specified time.

106. Sealed: Secured in any manner so as to be closed against inspection of contents.

107. Sealed Bids/Proposals: Written and/or electronic bids or proposals that are submitted in response to an invitation for bid/request for proposals, by potential vendors before a certain date. The bid is submitted in a sealed envelope or through the County's on-line procurement system to prevent dissemination of its contents before the deadline for the submission of all bids.

108. Services: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, the rental of equipment or materials, or supplies.

109. Signatory Agent: One that acts for or as the representative of another, by affixing his/her signature to a document.

110. Small Business: A United States business which is independently owned and operated and is not dominant it its field of operation or an affiliate or subsidiary of a business dominant in that field of operation.

111. Sole Source Procurement: An award for a commodity, which can only be purchased from one supplier, usually because of its technological, specialized, or unique character.

112. Specifications: Any description of the physical or functional characteristics of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

113. Standardization: The making, causing, or adapting of items to conform to recognized qualifications.

114. Subcontractor: Any business that holds an agreement or purchase order to perform a part of the work or to make or furnish any article or service required for the performance of a county or county-funded prime contract or subcontract there under.

115. Supplies: All property except land or interest in land.

116. Suspension: The disqualification of any person to receive invitations for bid, or request for proposals, or to be awarded a contract by the county or any governmental body thereof, for a temporary period pending the completion of an investigation, and any legal proceedings that may ensue.

117. Term Contract: A contract in which a source of supply is established for a specified period of time for specified services or supplies; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.

118. Termination for Convenience: Action by which the procurement entity, in accordance with contract provisions, unilaterally cancels all or part of the contract work for the best interest of the jurisdiction, and with no reflection on the contractor's performance.

119. Termination for Default: Action by which the procurement entity, in accordance with contract provisions, unilaterally cancels all or part of the contract work due to the contractor's failure to perform in accordance with the terms of the contract.

120. Textbook (to include "Books" and Periodicals"): "Textbook" or "textbooks" includes "electronic textbook" or "electronic textbooks," which means computer software, interactive videodisc, magnetic media, CD-ROM, computer courseware, local and remote computer assisted instruction, online services, electronic medium or other means of conveying information to the student, or otherwise contributing to the learning process through electronic means.

121. Unconcealed Damage: Damage visible upon arrival of the shipment and indicated on the receipt returned to the carrier.

122. Using Agency: Any department that utilizes supplies, services, insurance, construction or any other item procured under this code.

123. Value: The estimated or appraised worth of any object or property calculated in money.

124. Vendee: A purchaser, buyer, or consumer; one to whom anything is sold.

125. Vendor: The person who transfers property, goods, or services by sale.

SECTION III: GENERAL POLICIES

The Senior Director of Finance is the legally authorized procurement agent for Knox County. The Senior Director of Finance delegates the procurement and signatory authority to the Procurement Director and the duly authorized buyers. Unlimited procurement and signatory authority has been delegated to the Procurement Director and buyers. This authority must not conflict with any existing Federal, State or local laws, and it must conform to the formal regulations and procedures adopted by Knox County. Finally, this authority must be within the budgetary limitations of Knox County Government.

The Procurement Division of Knox County is the SOLE agency vested with the responsibility of expending Knox County funds in the procurement of equipment, materials, and services. It is a service department created to assist all departments of Knox County in procuring their needs and to counsel, advise, expedite and assist in ***true emergencies.***

A. IN ORDER TO PROVIDE THIS SERVICE, THE OBJECTIVES OF THE PROCUREMENT DIVISION ARE:

1. To secure the advantages of a centralized procurement process;
2. To promote effective competition among prospective suppliers of goods and services;
3. To make the procurement procedures as uniform as possible among the various departments and offices of the County;
4. To simplify, clarify, and modernize the law governing procurement by the County;
5. To promote fair and equitable treatment to all suppliers or prospective suppliers of goods and services;

6. To provide for increased public confidence in procedures followed in public procurement;
7. To permit the continued development of procurement policies and practices;
8. To process all requisitions with the least possible delay;
9. To purchase items that will best meet the needs of the using departments, and to assist departments in budget development by provision of cost estimates.
10. To promote the effectiveness, efficiency, and economy of the procurement function.
~~11. To promote diversity in the supplier base.~~
112. To provide inventory control services.

a. RESPONSIBILITIES OF THE USING AGENCIES

Procurement must be a combined effort of the using agencies and the Procurement Division. Only when both of these entities perform properly will the procurement process maximize savings for Knox County taxpayers. Using agencies should learn the processes and procedures contained in this manual and adhere to them. Responsibilities of the using agencies are outlined below:

i. To allow ample lead-time for the Procurement Division to process the requisition, issue the purchase order, and allow the supplier time to deliver the needed items. The designations "ASAP and Immediately" are misleading and should not be used unless there is a bona-fide emergency.
ii. To prepare a complete and accurate description of the materials to be purchased - as the requisition instructions in the manual indicate.
iii. To Plan Purchases to eliminate avoidable emergencies.
iv. To initiate specification preparation on items to be bid.
v. To advise the Procurement Division of defective merchandise or dissatisfaction with vendor performance.
vi. To promptly receive when requisitioned items are delivered. All receiving is electronic and is done in the MUNIS Purchase Order Receiving File Maintenance Application.
vii. To notify Procurement of any requirements for grant funds (CFR/ESSER, etc.)

b. PURCHASE REQUISITION PROCEDURES

PROPERLY COMPLETING REQUISITION INFORMATION

The way a requisition is filled out in the using department is very important to the procurement function. The requisitioner has a specific need when the requisition is prepared. If the need is not communicated properly to the Procurement Division, the results could be less than satisfactory. The following are typical problems with requisitions:

i. Insufficient description or too much abbreviation
ii. No word description-just part or model numbers
iii. Incorrect unit of measure or incorrect quantity
iv. Incorrect address or telephone number
v. Restrictive specifications

The Buyer needs to be able to understand the requisition because each item has a corresponding class-item code for input into the computer. **The Procurement Division reserves the right to reject requisitions, which are not properly completed.**

B. REQUISITIONER'S AUTHORITY

The SOLE authority for requisitioning resides in and for the departments of Knox County. The Procurement Division cannot requisition items without a written and/or electronic request from a using agency. The departments of Knox County can request any equipment, materials, or supplies that are necessary for the operation of that office. However, requisitioning departments **DO NOT HAVE** the legal authority to commit Knox County funds for the purchase of items. Only the Knox County Procurement Division has the legal authority and obligation to commit County funds for expenditure. For the procurement activities of Knox County government to operate effectively, there needs to be a professional and complimentary working relationship between the Procurement Division and using agencies. Only when these departments work in unison can the public interest be served best.

C. FLOW OF REQUISITIONS AND BIDS

Please refer to the MUNIS/BuySpeed Manual for Procurement and Departmental Users.

D. IRAN DIVESTMENT ACT

Pursuant to Tennessee Code Annotated §12-12-106, by submission of a response to a solicitation, each vendor and person signing on behalf of any vendor certifies, and in case of a joint submission each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list as published in the Tennessee Department of General Services Public Information Library.

E. NO BOYCOTT OF ISRAEL

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to any solicitation, each vendor and each person signing on behalf of any vendor 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 vendor is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

SECTION IV: PROCUREMENT PROCEDURES AND CODES

The Procurement Director, or his/her designee, receives the requisition from the requisitioner and examines it for proper completion. If completed properly, the procurement process is initiated. All purchases of $50,000.00 or more must be competitively bid. In the purchase of goods and services, it is the objective of the Procurement Division to establish full and free competition. All legitimate and bona fide vendors are given maximum opportunity to bid on open requirements. Using agencies do not have the authority to purchase up to the amount of $50,000.00. Only the Procurement Division is authorized to make purchases on behalf of Knox County. However, emergencies or other urgent conditions will necessitate departmental procurement. This information is reflected in the Procurement Code.

Procurements not exceeding $25,000 shall be defined as Small Procurements and are at the discretion of the department head as to where the commodity or service is procured. These Small Procurements shall follow all Requisition, Electronic Commerce Card and Purchase Order procedures as set out in the Procurement Regulations.

Procurements exceeding $25,000 but not exceeding $50,000 shall be acquired by Informal Bidding which requires three (3) written quotes for the commodity or service. If three written quotes are not obtainable the procurement shall be procured through the formal sealed solicitation, or other methods.

The above dollar thresholds for Small Procurements and Informal Bidding are to be considered in aggregate by Vendor for any fiscal year. The Procurement Director shall have the final decision on whether an item or service is deemed a Small Procurement.

Aggregate spend totals in any fiscal year shall not exceed $25,000 with any vendor without an established contract.

A. THE PURCHASE ORDER

The purchase order is an authorization for the vendor to deliver or supply equipment, materials, or services for use of a County department. ***The Procurement Division is the only party authorized and empowered to make purchases for agencies, offices, and departments of the County Government.***

The Purchase Order is computer generated and addressed to the selected vendor. The date issued, requisition number, point of delivery, description and quantity, unit price, and a total price of the equipment, service, or material is contained within the Purchase Order. The acceptance of a Purchase Order by the vendor is subject to the standard terms and conditions of Knox County. The terms and conditions are publicly displayed in the Procurement Division and are included, and must be complied with in order to successfully complete "Vendor Registration", as part of the vendor registration process.

Any change to the Purchase Order must be submitted to the Procurement Division. A change order will not be done until such request has been submitted. The vendor must place the purchase order number on all invoices submitted for payment. Two copies of the invoice are to be mailed promptly to the address as listed on the Purchase Order.

B. CHANGE ORDERS

Occasionally, it will be necessary for the Procurement Division to modify previously issued purchased orders. When changes are made on a purchase order the buyer must complete the necessary steps in order to make the required changes in the on-line procurement system. Please refer Munis/BuySpeed Manual for procurement and Departmental Users.

C. PROCUREMENT COMPUTERIZATION

Knox County's Procurement Division use of an automated procurement system facilitates the flow of paperwork and enables the department to meet the needs of the various departments it serves more efficiently. The software utilized to achieve this service requirement is Munis/BuySpeed. End User Training manuals are provided to all users after successful completion of system training administered by the Procurement Division.

D. STATE PROPERTY UTILIZATION

On occasion, Knox County will find it beneficial to purchase supplies or equipment from the State of Tennessee Surplus Property system. The normal procurement process will be followed to procure these items.

E. TENNESSEE STATE INDUSTRIES

Tennessee State Industries operated by the residents of the State Penal System, produces goods for sale to non-profit entities in the State of Tennessee. Often these high quality goods are less expensive than items purchased elsewhere. Whenever Knox County desires to purchase an item that TSI produces, the TSI price and specifications should be considered, as are the prices of other vendors. TSI products, such as pillows, pillow cases, uniforms, mattresses, office furniture and furniture refurbishing, are often utilized in the criminal justice departments/offices of Knox County.

F. STATEWIDE CONTRACTS

The State of Tennessee has contracts on many items and local governments can purchase from these contracts if they so desire. At times it will benefit Knox County to purchase from

the state contract. Knox County is not required to purchase from the state contract. Once a sealed bid is opened, the Buyer should consult the states website to determine if the state contract will provide the item at a lower cost than the responding vendors.

If the state contract is less expensive than the lowest bid received on the item, the purchase should be made from the state contract. The purchase order should be issued to the vendor specified on the state contract and a notation made that the purchase is through a statewide contract. When the purchase order is issued, the normal procurement procedures will continue. The vendor's invoice must be carefully examined to ensure that Knox County was charged at the state rate.

G. ITEMS REQUIRING COMMISSION APPROVAL

Approval of the Knox County Commission shall be required in the following instances:

1. The acceptance of grants from the United States of America or the State of Tennessee and as required by Tennessee Code Annotated 5-8-101.

2. Proposed contracts involving projects or programs not previously approved by the Commission;

3. Proposed contracts or agreements wherein funds have not been appropriated or which require new or additional appropriations for their funding.

4. All proposed contracts for the purchase, sale or lease of real property, and all proposed franchises granted by the county shall require the approval of the Commission after the bidding or negotiation process has been completed and prior to execution on behalf of the County.

5. All proposed contracts for which payment to the contractor shall exceed One Hundred Thousand Dollars ($100,000.00) over the anticipated life of the contract; and

6. All modifications or changes to existing contracts, ***except for road, bridge and building construction***, that would increase expenditures under the existing contract by Twenty-Five Thousand Dollars ($25,000.00) or more.

7. All modifications or changes to existing road, bridge, and building construction contracts that would increase expenditures under the existing contract by One Hundred Thousand Dollars ($100,000.00) or more.

H. INFORMAL PROCUREMENT METHODS

At times, an item is not available through the sealed competitive solicitations process or through federal or state property utilization. Furthermore, at times the cost of the sealed bid process is not justified by the purchase cost of an item. In these cases, a less formal method of procurement will be utilized to obtain the item. The object of these informal procurement methods is to obtain the necessary item at the lowest possible cost to Knox County.

1. ELECTRONIC QUOTES

   Frequently, the Procurement Division utilizes e-mail to obtain pricing, availability, and handling charges of items before a purchase order is issued. This reduces the number of purchase orders that must be revised once the goods are received. In addition, the on-line procurement system allows Buyers to solicit, receive, and tabulate quotes electronically in a secured environment.

I. AMOUNTS PROCESSED WITHOUT FORMAL SEALED BIDS OR INFORMAL BIDS

Formal sealed bids are often impractical for the purchase of certain items. The goal of the Procurement Division is to obtain the supplies necessary for the efficient operation of the Knox County Government. For reasons of cost effectiveness, single sources, delivery considerations, fair price, limited time for procurement, etc. the Procurement Division will, at times, purchase items on the "Open Market." This simply means that telephone/facsimile bids nor sealed bids will be utilized. The Procurement Director, or his/her designee, will determine which (if any) of the requisitions should be procured through the open market system. The prices paid for these items will be fair and in accord with prevailing market prices. This "open market" provision will not be used to circumvent any established procurement statute or procedure.

J. REQUISITION FOR AN ITEM TO BE SENT OUT ON BID

Purchases exceeding $50,000.00 in value will be made through the use of competitive sealed bids. If the award criteria are not easily measured (or objective) competitive sealed proposals may be utilized. Once the Procurement Director has determined that a requisition will be fulfilled through sealed bids, the buyer then prepares the specifications. The requisitioning agency will be asked to assist in the preparation of these specifications.

Once the specifications are prepared, the buyer prepares the general terms and conditions for Invitation for Bids. The Procurement Division will coordinate any changes in the requisitioning department's specifications, or substitutions in quality, with the requisitioning department.

Vendors must be registered with the Procurement Division prior to bid opening. The vendor must complete a vendor application, which identifies the entity, address, telephone and facsimile number, point of contact, commodities/services they provide, and business license information. The vendor must also comply with the Conflict of Interest policy, which is included with the vendor application. Now, vendors may utilize the on-line vendor registration feature of the on-line procurement system.

Once the bid box is opened, each bid is brought out individually/or electronically unlocked and publicly opened. The buyer either reads aloud or passes the bids received around to any interested parties who may be present. The buyer stamps the received bids as "Official File Document Do Not Remove Or Mark." The buyer sends applicable copies of the bids to the using department for review. The bids are placed in the appropriate folder and are later tabulated and compared.

If bids will not fit into the bid box, the BID CARD FORM is completed and inserted in the bid box instead. This form is clocked in when the bid arrives. The vendor's name, the bid number and the receiver's name are noted on the form. This proves that the bid was received before the designated bid opening time.

The buyer analyzes the bids for responsiveness, completeness, and price. Using the evaluation criteria, the buyer decides which vendor should be awarded the bid and completes a Statement of Award Form. If the award is over $100,000, the Procurement Director will also review the file and sign the Statement of Award Form. This signifies that these buyers agree with the award decision. A notification of award is prepared for the successful bidder and a purchase order is prepared. All pertinent documents are placed in the permanent folder.

The buyer will send written and/or electronic notification to all unsuccessful vendors who submitted bids. In addition, any vendor bid bonds will be returned.

If a bidder has a complaint about the bidding process or the award process, Knox County has a bid award protest procedure. This procedure is used to resolve any differences that might arise between Knox County and potential vendors.

Knox County reserves the right to accept or reject a bid or any part of a bid; to award a bid on an "all or none basis;" to cancel a bid at any time by giving appropriate notice; to lessen a bid (after it is opened); and to require necessary bonds as required by law.

The requesting department and a Procurement Division representative should make an evaluation of the bids. A written form of the evaluation is submitted to the appropriate buyer, by the requesting department, before a bid award is made. Bid evaluation must be completed in a timely manner. The buyer will document the purchase with the appropriate amount of detail for the given purchase. More complex purchases (e.g. requests for proposals with evaluated criteria, technical buys, etc.), will receive more documentation to provide a history of the buy and an audit trail.

Please refer to **Section 2, "Bid Administration"** of the Buyers Guide to BuySpeed On-Line, for additional details related to the processing of bids in the on-line procurement system.

K. COMPETITIVE NEGOTIATIONS

Competitive Negotiation may be used when competitive sealed bidding is impracticable. A contract may be awarded by competitive negotiation when it is determined by the Procurement Director that the use of competitive sealed bidding is not practicable. In such cases, Requests for Proposals shall be used unless Noncompetitive Negotiation is utilized.

L. USE AFTER UNSUCCESSFUL COMPETITIVE SEALED BIDDING

Contracts may be competitively negotiated when it is determined by the Procurement Director that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and when:

1. Each responsible bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate; and
2. The negotiated price is lower than the lowest rejected bid of any responsible bidder; and
3. The negotiated price is the lowest negotiated price offered by any responsible supplier.

The request for proposals shall be given adequate public notice in the same manner as provided for Competitive Sealed Bidding.

M. EVALUATION FACTORS

When an award is not to be made solely on the basis of the lowest evaluated price, the Request for Proposals shall indicate the relative importance of price and other significant evaluation factors. Very often a point-rating system is useful. Specific evaluation categories need to be developed for each request for proposal. Here is a typical breakdown for the point rating systems:

Price	40 points/percent
Experience	20 points
Usefulness of Plan	20 points
Proximity of Operation	10 points
Delivery Schedule	10 points

The Knox County Procurement Code requires that vendors must be informed of the major evaluation factors. Award shall be made to the offeror whose proposal is determined to be more advantageous to the County.

N. DISCUSSION WITH ALL RESPONSIBLE OFFERORS

Written or oral discussions may be conducted with all responsible offerors who submit proposals determined to be potentially eligible for award or within the determined competitive range for the award. The buyer shall not disclose or discuss any information derived from proposals submitted by competing offerors. The buyer shall not disclose the scores or ranking of proposals received with competing offerors. The buyer will courteously prohibit vendors from reviewing proposal files prior to the selection of a vendor and the award of the contract. This protects the integrity of the procurement process.

O. NON-COMPETITIVE NEGOTIATION

A contract may be made by noncompetitive negotiation only when competition is not feasible, as determined by the Procurement Director and Senior Director of Finance prior to award.

P. NEGOTIATIONS AFTER COMPETITIVE BIDDING WHEN ALL BIDS EXCEED AVAILABLE FUNDING

In the event that all bids submitted pursuant to a competitive sealed bidding result in bid prices in excess of the funds available for the purchase, a negotiated award may be made as set forth below when the Procurement Director determines:

1. That there are no additional funds available from any source that would allow an award to the most responsible bidder; and

2. The delay required for re-solicitation under revised specifications and/or quantities by competitive sealed bidding would not serve the best interests of the County.

Competitive negotiations shall be conducted with the most responsive and responsible bidder. In the event negotiations are unsuccessful with the most responsive and responsible bidder, then new invitations for bids shall be issued.

Q. EXPLANATION OF SOURCE SELECTION METHODS FOR COMPETITIVE BIDDING

1. Invitation for Bid (IFB):
   Competitive sealed bidding is the preferred method of source selection for acquiring all supplies, equipment, commodities, and services, and it should be used whenever possible. Competitive sealed bidding is normally used when the following conditions prevail:

   - Clear and adequate specifications are available.
   - Two or more responsible bidders are willing to do business with the County in accordance with the County's requirements.
   - The dollar value of the purchase is large enough to justify to both buyer and seller the expense associated with competitive sealed bidding (purchases in excess of $25,000.00 bid limit)
   - Sufficient time is available for solicitation, preparation, and evaluation of sealed bids.

2. Request for Proposal (RFP):
   When the County must purchase relatively new technology or non-standard items, and "regular" competitive bidding is not practical or advantageous it may choose to request competitive sealed proposals.

   When an award is not to be made solely on the basis of the lowest evaluated price, the Request for Proposals shall indicate the relative importance of price and other significant evaluation factors. Very often a point-rating system is useful. Specific evaluation categories need to be developed for each Request for Proposal. Vendors must be informed of the major evaluation factors. The Knox County

Procurement Code requires this. Written or oral discussions may be conducted with all responsible offerors who submit proposals determined to be potentially eligible for award.

The competitive sealed proposals method differs from the competitive sealed bidding in at least two important aspects. First, when the competitive sealed proposals method is used, the County may hold discussions, and bargains with, the offerors whose proposals are acceptable or potentially acceptable. Second, unlike the competitive sealed bid method, which compares the prices of responsive bidders to determine award, the competitive sealed proposal method evaluates proposal against proposal on a cost and qualitative basis to determine award.

In an RFP price is not normally the determining criterion for award. The criteria must be carefully developed and a weighting factor formulated around the most important features of each procurement action. Frequently, the criteria are divided into three main categories: managerial capability, technical acceptability and approach in meeting performance requirements, and reasonableness of price.

An Evaluation Committee evaluates proposals received. Membership on this body should include:

- User Department Personnel
- Individuals with Project Responsibility
- Personnel with Technical Familiarity with Project Requirements
- Procurement Division Representative

The award is always based upon the evaluation committee's recommendation unless, after review by the Procurement Division (the Procurement Director) or upon protest of a bidder or proposer, the recommendation is overridden because:

- Mathematical errors were made in scoring proposals;
- The proposer should have been disqualified as not responsive to all the mandatory requirements of the RFP;
- Evidence of collusion or fraud involving either the proposer or a member of the evaluation committee is found;
- The evaluation committee failed to follow the evaluation criteria set forth in the RFP;
- Other violations of the laws of the jurisdiction have occurred.

The proposals and all related materials must be open for public inspection after the intent to award the contract to a particular respondent is announced.

3. Qualifications Based Selection (QBS) and/or Request for Qualifications (RFQ): The basis for selection is qualifications of the prospective professional.

The County's risks are reduced because requirements are fully understood and peace of mind follows from confidence that the work can be completed as negotiated. In Tennessee, at the local government level, price bidding for professional services is prohibited (TCA 12-4-106 and 12-4-109). Under Tennessee Law, recognized competence and integrity is the required basis for procuring professional services and QBS does just that.

The QBS System Processes are as follows:

Step 1. A request for a Statement of Qualifications is sent to identified firms or those requesting participation.

Step 2. Qualified interested firms respond to the requirements in the request for Statement of Qualifications.

Step 3. A County appointed selection committee reviews responses and evaluates them.

Step 4. A short list of firms is developed from the total list of respondents to the request for Statement of Qualifications. All firms on short list are given notification.

Step 5. A separate notice is sent to those firms not making the cutoff for the short list.

Step 6. Visits and tours of the project site may be conducted.

Step 7. Interviews for short listed firms are conducted.

Step 8. Interviewed firms are evaluated against the established criteria, scores are tallied and firms are ranked accordingly.

Step 9. Negotiations are initiated with the top-ranked firm which the firm is deemed most qualified by these procedures.

Step 10. The selected firm prepares a detailed fee estimate based upon the jointly developed scope of work.

Step 11. The fee proposal is reviewed and agreed upon by the County and the firm.

Step 12. Contract negotiations should be initiated once the scope of work and fee are agreed upon.

A Selection Committee evaluates qualifications received. Membership on this body should include:

- User Department Personnel
- Individuals with Project Responsibility
- Personnel with Technical Familiarity with Project Requirements
- Procurement Division Representative (when this person adds value to the process)

R. UNFORESEEN CIRCUMSTANCES POLICY

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 on 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.

S. ADDITIONAL GRANT REQUIREMENTS

The Procurement Division will adhere to any additional grant requirements as outlined in the associated grant. These requirements are conditions upon which the grant funds were approved and must be adhered to by the County. If any condition exists that is ambiguous, the most restrictive regulation shall prevail.

SECTION V: OTHER PROCUREMENT METHODS

A. BLANKET AND TERM CONTRACTS

The Procurement Division has established numerous types of these purchase arrangements. Procurement Officials need to determine which items to place on a term bid. Typical items include construction materials, auto-parts, institutional food, office supplies, and maintenance items. Procurement will establish discounts off shelf/catalog price or specific unit prices for a

given time with various vendors around the County for those items specified. Each affected department will purchase from these vendors when contract items are needed.

B. DELEGATED PROCUREMENT AUTHORITY

A method of making purchases is through Delegated Procurement Authority. This Procurement method extends procurement authority to certain key people through the use of Electronic Commerce Cards. Please reference https://knoxcounty.org/finance/ecc/index.php, Electronic Commerce Card Manual, of this document for details. All of this delegated procurement authority is limited in nature and lacks independent authority. The Procurement Division is simply extending authority based on certain key conditions. Close monitoring of these procurement methods is required. All of these purchases must be examined for repetitiveness and availability through other procurement methods (term bids, etc.).

THE USE OF THESE CARDS IS NOT TO BE UNDERSTOOD TO IMPLY THAT THE REQUIREMENT FOR SEALED BIDS CAN BE CIRCUMVENTED. This is a procurement tool to help departments meet day to day immediate purchase requirements which are not emergencies, but which pose an operational crisis for a user department. Whenever possible, agencies should forecast projected usage in advance and obtain the items in the normal procurement process.

True emergencies can be handled through emergency purchase methods. True emergencies have no dollar limits. The appropriate elected official must make a statement declaring that a true emergency exists. True emergencies are defined as an act of God or otherwise ***uncontrollable or unforeseen*** circumstances. It is a condition that would endanger the health of the residents of Knox County, or cause additional and extensive damage to County property, or would adversely affect programs in Knox County Government. Once a true emergency has been certified by the elected official the purchase can be made.

C. EMERGENCY PURCHASES

AN EMERGENCY CONDITION IS:

A situation, which creates a threat to public health, welfare, or safety such as, may arise by reasons of flood, epidemics, riots, equipment failures, or other such reasons that may be proclaimed by the County Mayor. The existence of such condition creates an immediate and serious need for supplies, services, or construction that cannot be met through normal procurement methods and the lack of which would seriously threaten:

a. The functioning of the Knox County Government
b. The preservation or protection of property
c. The health or safety of any person

1. PROCEDURES FOR EMERGENCY PURCHASES

EMERGENCY PURCHASE DEFINITION:

Emergencies are defined as acts of God or otherwise uncontrollable or unforeseeable circumstances. A condition that would endanger the health of the residents of Knox County, or cause additional and extensive damage to county property or would adversely affect programs in Knox County Government. All emergencies outside the physical boundaries of Knox County, which requires some action or response by Knox County, will be handled pursuant to ***Tennessee Code Annotated 5-14-110. Emergency purchases. See Exhibit "B" Emergency Procurement Manual.***

WHO CAN MAKE EMERGENCY PURCHASES:

Emergency Purchases may be made directly by the using department without competitive bids provided that sufficient appropriation has been made to cover such occasions and necessary approvals have been made.

WHO AUTHORIZES AN EMERGENCY PURCHASE:

The signature of the elected department head provides authorization for an emergency expenditure. True emergencies have no dollar limits.

HOW TO MAKE AN EMERGENCY PURCHASE:

After determining that a true emergency exists, the following procedure shall be used:

a. Notify the Procurement Division of the need and nature of the emergency. The Procurement Division will provide a written or verbal purchase order number or an Emergency Purchase Order to the department

b. The department will obtain the equipment or services, complete a requisition and an emergency purchase justification form. Both forms must be submitted to the Procurement Division before the vendor can be paid. If the department has acquired an Emergency Purchase Order from the Procurement Director it may be submitted to the Finance Department for processing but must be accompanied with all required documentation. (See item "d." below)

or

Procurement will expedite the procurement. This can mean taking telephone bids instead of sealed bids or it can mean shortening the time required for sealed bids to less than two weeks.

c. Departments shall use sound judgment in making emergency purchases of materials and supplies and obtain reasonable prices. Orders should be placed with vendors who are providing or have provided the using department with satisfactory service in the past.

d. Suppliers shall furnish sales tickets, delivery slips, invoices, etc. for the services and supplies rendered. Terms of the transactions, indicating price and other important data, shall be shown.

e. Emergency purchases must be approved by the County Mayor or other elected officials (often, after the actual purchase has taken place).

f. Emergency justification forms and Emergency Purchase Orders may be obtained from the Procurement Director or the Procurement Director may determine that it would be more feasible to employ the use of an electronic commerce card.

ROUTING OF EMERGENCY PURCHASE ORDER COPIES:

The **Original Copy (white)** of the Emergency Purchase Order is issued to the vendor. The **Second Copy (canary)** of the Emergency Purchase Order is to be retained by the issuer until an invoice is prepared. Attach the invoice to the second copy and mail it to:

Knox County Finance Department
Room 630 City-County Bldg.
400 W. Main Ave.
Knoxville, TN 37902

The **Third Copy (pink)** of the Emergency Purchase Order is sent to the Procurement Division at time of submittal for payment by the issuing agency or office.

The **Fourth Copy (gold)** of the Emergency Purchase Order is retained by the issuing agency.

D. SOLE SOURCE PROCUREMENT

The Knox County Procurement Code allows for the use of Sole Source Procurement. The basic requirement when utilizing sole source procurement is for a written statement declaring there is only one source for the required service, supply, or construction item. The SOLE SOURCE REQUEST form has been developed for these cases. The requisitioner signs the form requesting that the item be declared sole source. Upon the signature of the Procurement Director, the purchase will be treated as a sole source.

A requirement for a particular proprietary item does not justify sole source procurement if there is more than one potential bidder or offeror for that item. The following are examples of circumstances, which could necessitate sole source procurement:

1. Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration.
2. Where a sole supplier's item is needed for trial use or testing.
3. Where a sole supplier's item is to be procured for resale.
4. Where public utility services are procured.

The determination of whether procurement shall be made as sole source or not must be made by the Procurement Director. In cases of reasonable doubt, competition should be solicited. Any request by a using agency that a procurement be restricted to one potential contractor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

A record shall be maintained of all sole source procurement. The record will contain the following information:

1. Each contractor's name
2. The amount and type of each contract
3. A listing of the supplies, services, or construction procured under each contract

E. PROCUREMENT OF UNDERCOVER NARCOTIC VEHICLES

Vehicles to be purchased for the Knox County Sheriff's Office (KCSO), which are for the specific use of undercover narcotic operations, shall be acquired in the following manner.

a. KCSO will submit a requisition to the assigned Procurement Division representative. This request will include a generic description of the type of vehicle(s) to be procured.

b. The Procurement Division representative will then solicit, at a minimum, three (3) written, "Confidential Quotes" from perspective automobile dealerships.

c. The Procurement Division representative and the KCSO representative will then evaluate the quotes to determine Best Value.

d. Recommendation will then be made to the Procurement Director for signature approval.

e. The Procurement Director will forward to the Finance Director for signature approval.

f. Once approvals from the Procurement Director and Finance Director have been obtained the Procurement Division representative will make an award and issue a purchase order to the successful dealership.

g. All information relating to the type of vehicle procured will not be made part of the procurement record. Only information pertinent to acquisition and payment. KCSO will retain all other information deemed confidential.

F. APPLICABILITY OF REGULATIONS

The procedures and policies established in this document apply to all employees and agents of Knox County involved (directly or indirectly) in procuring goods and services of any type. Any order, agreement, or obligation that is contrary to these policies and procedures is void, and no person shall have any claim or demand whatsoever against the County.

However, these policies and procedures do not take precedence over federal regulations concerning procurements. ~~such as the U.S. Department of Housing and Urban Development (HUD) regulations concerning procurements. For example, in the cases where the County, through the Department of Community Development, expends HUD funds to procure products, services, or real property, HUD regulations shall prevail.~~

G. SPOT MARKET PROCUREMENT

When it is determined that market conditions for procurement of gasoline, oil and perishable food commodities make any other method of source selection under these regulations impractical, contracts may be awarded by spot market procurement, as provided for in this subsection. Factors to be used in determining whether other methods of source selection are impractical shall include:

1. There must exist a formal or informal open market for the commodity to be procured.

2. The nature of the market for the commodity to be procured must be subject to such fluctuations in price and/or availability of the commodity that the use of any other method of source selection would prevent the County from effectively participating in the market.

Limitation on use. The use of spot market procurement is intended to be used only under limited circumstances and the procedures for such use as described herein are not intended to displace the procedures for competitive sealed bidding and competitive negotiation as set forth in other sections of these regulations.

Notice. Invitations for bids shall be sent in the manner that is customarily used in the market, including but not limited to, electronic transmissions.

Receipt of bids. The invitation for bids for spot market purchases shall specify a time for submission of bids. Any bid received after the specified bidding time may be considered by the County but any such bid is not required to be considered. Bids may be submitted in any manner customarily used in the market, including, but not limited to, electronic transmissions and telephone bids. Each bid and the name of the bidder shall be recorded and the record of all bids shall be open for public inspection. The assigned Procurement Division Representative shall employ appropriate safeguards to ensure that the bid is not disclosed to any other bidder prior to contract award.

Award. The contract shall be awarded with reasonable promptness by written and /or electronic notice to the responsive and responsible bidder whose bid is determined to be the "Best Value" to the County.

SECTION VI: BID AND PROPOSAL EVALUATION

The integrity of the competitive sealed-bid system depends upon the submission of bids without knowledge of competing bids. Therefore, the bidding procedure must maintain the security and secrecy of all bids and proposals until they are opened, allow the opening of bids at the prescribed time and in public, and provide for the examination and recording of all bids by interested persons. It is essential that the procedures be carefully followed to avoid administrative mistakes that may require cancellation and re-advertisement of the procurement. All bids (including modifications) received prior to the time set for opening must be kept unopened and placed in a locked bid box or the electronic lock box that is a part of the County's on-line procurement system. When bid samples are submitted, they also should be secured to prevent disclosure of bidder's information. **Prior to bid/proposal opening/closing, information concerning the identity and number of bids received should be made available only to Knox County employees who need such information.**

Improperly identified bids may be opened solely for identification and only by an authorized official. If a sealed bid is opened accidentally, the person who opens it should immediately sign the envelope and deliver it to the Procurement Division. The Procurement Director or designee should then immediately write on the envelope an explanation of the circumstances of the opening, the date and time opened, and his/her signature. Bids opened by mistake or for identification purposes must be resealed in the envelope, and no information contained therein can be disclosed prior to the public bid opening.

Bids received after the exact time set for opening of bids/closing of proposals are late bids/proposals and shall not be considered. Late bids/proposals will not be returned to submitting vendors. Instead, they will remain unopened and become a part of the bid file.

The buyer, acting as the bid-opening officer, will open the bid box when the time set for bid opening has arrived. The buyer publicly opens each bid received, reads the bids aloud, or passes the bid received around to any interested parties who may be present. Each page of the bid document will be stamped OFFICIAL BID DOCUMENT DO NOT MARK OR REMOVE. At most bid openings only the important elements of the bid are read aloud, such as price offered, discounts, delivery terms, quantity bid, and so forth. It is important that the original of each bid be safeguarded. It is the duty of the buyer to ensure that bids are not changed in any way. Bidders who desire to examine original bids may do so, but only under County supervision. The original bids and the tabulation form are subject to examination by interested parties.

If the buyer suspects that a mistake has been made in the bid, verification or clarification must be obtained from the bidder. This request must include the specific reasons for the buyer's suspicions. If the vendor verifies the bid, it shall be considered as submitted. If the vendor alleges a mistake, pertinent evidence to support this allegation must be provided. The item or items that were mistakenly priced can be removed (but not altered) by the bidder without prejudicing the rest of the bid.

If the products offered by each of the bidding vendors were of equal quality, if each vendor promised the same delivery date and if there were no other considerations, the order would go to the low bidder or proposer. However, these factors are seldom equal, and, for valid reasons, orders are occasionally placed with a vendor that was not the low bidder. No set formula can be devised that can be applied to all products, for all orders. The quality and delivery requirements will vary for different products and for different uses. The delivery requirements may vary for different orders as well. For these reasons, the act of selecting the bid which best suits the need of the County is one that requires professional judgment and experience.

It is important to specify in the Invitation for Bid, the requirements and criteria that will be used to determine the most responsive, responsible bidder. **No bid shall be evaluated for any requirement or criterion that is not disclosed in the Invitation for Bids.**

THERE ARE TWO STEPS IN BID EVALUATION:

First, there must be a determination as to whether each bid is responsive or not. A "responsive bidder" is a person who has submitted a bid that conforms in all material respects to the Invitation to Bid. If a bid fails to meet the specifications and standards it may be disregarded. Alternative bids will not be considered unless authorized by the Invitation for Bids. Multiple bids (meeting the minimum specifications) will be considered.

Second, there must be the Determination of the Lowest Bid. The bids must be evaluated to determine which bidder offers the lowest cost to the County in accordance with the evaluation criteria set forth in the Invitation for Bids. "Only objectively measurable criteria which are set forth in the Invitation for Bids shall be applied in determining the lowest bidder. Examples of such criteria include, but are not limited to: transportation costs and life cycle formulas."

Life Cycle costing enables the purchaser to consider the initial purchase price, life, output, maintenance, consumption, disposal value, complexity of operation, required training, and other factors contributing to the overall cost of an item. Only if all factors are considered can an item honestly be called the "best value." Life Cycle Costing is very common for capital projects and is becoming more common for non-capital items.

A. DISCOUNTS

In bid evaluation, Knox County will consider discounts for prompt payment. Discounts must be valid for at least thirty (30) days.

B. AWARD SPLITTING

If the total savings generated by splitting an order between two different vendors is less than $500.00, Knox County may not split the award. This is due to the cost of generating and processing purchase orders as well as the cost of issuing two payments.

1. OTHER CONSIDERATIONS

Other factors may affect the decision as to which bidder will receive the order. When present they can be very important. Some of the common factors are:

a. The County wishes to maintain alternative sources of supply. In these cases, the alternative vendor will usually be the second best (determined by the method of bid evaluation). The use of alternative sources for this purpose and the volume of purchase to be procured from each vendor involved should be reviewed.

b. If an order is being placed with a new vendor, the buyer may be reluctant to rely entirely on an untried supplier. The buyer may, therefore, split the order between the new vendor and a vendor previously used to assure that at least the minimum quantity required is available if the new vendor cannot deliver acceptable goods.

c. Discounts offered for prompt payment may be considered by the buyer in determining best value to the County. Discounts may be of particular importance when the dollar value of the bid is extremely high. In such cases the discount must be open for at least thirty (30) days.

All vendors who are to be granted a contract must meet certain standards. Specifically, the vendor must:

a. Have adequate financial resources or the ability to obtain such resources as required during the performance of the contract.

b. Be able to comply with the required or stated delivery or performance schedule, taking into consideration all existing business commitments, commercial as well as governmental.

c. Have a satisfactory record of performance. Contractors who are or have been seriously deficient in contract performance shall be presumed to be unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

d. Have a satisfactory record of integrity and business ethics.

e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

f. Certify that the firm is duly qualified, capable, and otherwise bondable, that the firm is not in Receivership or contemplating this, and that the firm does not owe any back taxes to federal, state or local entities.

g. Have complied with the County's Conflict of Interest policy.

Additional standards apply where the procurement involves production, maintenance, construction, or research and development work. These standards require a prospective contractor to have (or the ability to obtain) the necessary experience, operational controls, and organizational and technical skills. Also required are the necessary production, construction, and other technical equipment and facilities.

C. AMENDMENTS TO INVITATIONS FOR BIDS

Occasionally, it will be necessary for the Procurement Division to update specifications after an Invitation for Bids has been issued. If a buyer realizes that specifications must be adjusted, and there is sufficient time for the potential vendors to adjust their bids, the buyer will create and make available the addendum to all potential vendors.

The Procurement Division reserves the right to utilize a facsimile machine, the County's on-line procurement system or any other method of electronic data transfer which may be available, such as the Procurement Division website, to communicate the changes to vendors.

Should time not permit vendors to change their bids, the bid can be canceled. After the bid opening the bids will remain sealed.

D. MODIFICATION OR WITHDRAWAL OF SOLICITATIONS

Vendors may occasionally make mistakes in the preparation of their solicitation. When a buyer is certain that a mistake has been made in the preparation of a offer, the buyer should request the bidder/proposer to confirm the offer. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. The following are the Knox County procedures for modification or withdrawal of the solicitation.

1. PRE-OPENING MODIFICATION OR WITHDRAWAL OF SOLICITATIONS:

Solicitations may be modified or withdrawn by written notice received in the Procurement Division **prior to the time and date set for the solicitation opening**. The changes or withdrawal of solicitations should be in writing and signed by an official of the company. The envelope containing the modification should clearly state " modification to solicitations." Either the entire solicitation or a particular item may be withdrawn or modified in this manner. Vendors submitting solicitation through the County's on-line procurement system may modify or withdrawal their submittal up to the time of solicitation opening/closing.

2. LATE WITHDRAWALS AND MODIFICATIONS (ONLY BEFORE AWARD):

Because the correction or withdrawal of a solicitation requires careful consideration to protect the integrity of the competitive bidding system and to assure fairness, no late modification or late withdrawal will be considered unless it is received before the award of the contract unless:

a. The mistakes are not of a substantive nature but of style or form and that the waiving of these mistakes would not be prejudicial to other bidders/proposers. Specifically, this means that the effect on price, quantity, quality, delivery, or other contractual requirements is slight or nonexistent.

b. The intended correct bid is evident. Examples include typographical errors, errors in extending unit prices, and other mathematical errors. The usual practice of the Procurement Division will be to evaluate solicitations on the basis of the unit price - not the extended price total. Therefore, the most important price is the unit price.

A bidder may be permitted to withdraw a bid, or part of a bid, if: there is a mistake on it and the correct bid is not evident, or if the bidder submits proof that the bid was quoted mistakenly.

If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheet, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

3. MISTAKES DISCOVERED AFTER AN AWARD HAS BEEN MADE:

Mistakes shall not be corrected after award of the contract except where the Procurement Director makes a written determination that it would be unreasonable not to allow the mistake to be corrected.

E. EVALUATION OF TIE SOLICITATIONS

If Knox County received more than one low response, identical in dollar amounts, the following procedures would be utilized in awarding the solicitation:

1. Each solicitation would be carefully examined for adherence to specifications. If any bid failed to meet the exact specifications it would not be considered for evaluation.
2. Life Cycle Costing techniques would be utilized to determine the life time cost of the item from each vendor. If either item was more expensive over its lifetime, it would not be considered.
3. Delivery factors such as lead times, schedules and cost could be considered.
4. Locality could be a factor of the decision. If either vendor was local or if one vendor was in the State of Tennessee and the other one was not, the award can be made to the company having local ties.
5. Discount rates for prompt payment can be utilized to decide tie responses.
6. If no other method of breaking the tie is useful, a publicly witnessed drawing of lots can be utilized.
7. Finally, the responses could be rejected and the item re-bid.

F. SINGLE BID RESPONSE

Should Knox County receive only one response from an invitation for bids, the sole response will be awarded the contract provided that:

1. The price seems fair, reasonable, and in line with current market conditions.
2. There is no hint of collusion among the bidders.
3. There were no inhibiting factors that limited the participation of potential vendors.

G. BID REJECTION

Knox County reserves the right to reject all bids/proposals received if it is in the best interest of Knox County for any of the following reasons:

1. The dollar amount of the lowest bid is higher than the total funding available for the project, equipment, materials, or services.
2. The County no longer desires to pursue the project.
3. There is evidence of collusive behavior on the part of the bidders.
4. The project or acquisition is going to be delayed for a long or indefinite period of time.
5. In any case where the best interests of the County would indicate that the bids should be rejected.

H. EVALUATING VENDOR CAPABILITIES

The selection of vendors is the responsibility of the Procurement Division and requires careful consideration of numerous factors. In making the selection, the buyer will coordinate closely with other departments to obtain adequate and reasonable specifications. Whenever possible, identification of brand names or equals should be made and sufficient detail should be obtained to ensure that the order can be correctly filled.

Buyers should endeavor to place orders with regard to the dependability and service record of the vendor, the nature of the guaranty and warranty of the product, its price, and quality. Additionally, the life-time cost of an item should be considered. An item with a lower initial cost may cost significantly more than other items over their lifetimes.

Below is a partial list of questions for determining vendor capabilities that was developed by the Institute of Supply Management. Of course this is a limited list and its applicability would depend upon the nature of the product being purchased.

1. Who are the key people in the organization?
2. What are their titles and functions?
3. What is the average experience and educational level of each organization?
4. What is the nature of the vendor's planning, scheduling, and inventory control systems?
5. What is the vendor's current financial condition?
6. What is the vendor's cash-flow forecast for the period of the proposed contract?
7. What is the vendor's reputation in the appropriate professional societies and organizations?
8. What type of warranty will the vendor provide for the services/products?
9. How active is the vendor's design and development department?
10. How extensive are the vendor's inspection procedures and controls?
11. How well has the vendor performed for other customers?
12. How long has the vendor been in this type of business?
13. Are the vendor's employees unionized? If so, what is their strike history?
14. Does the vendor employ an adequate accounting system?
15. Will and can the vendor comply with the County's standards?

I. VENDOR REQUIREMENTS

The selection of sources and vendors is the responsibility of the Procurement Division. **Departments are encouraged to request that invitations be sent to specific vendors.** They also may request the removal of a particular vendor for unsatisfactory performance. If a vendor is performing inadequately, the department needs to document the problem(s) and send a written notice (verbal notice is not acceptable) of complaint to the Knox County Procurement Division and the applicable Buyer. This allows the Procurement Division to maintain complete vendor files. The Procurement Division recognizes that more competition for bids will result in savings for Knox County. Thus the Procurement Division encourages interested persons or firms to register with the County in order to be considered for any future contracting opportunities.

After becoming a registered vendor, the individual and /or firm becomes eligible to receive notices for bidding events as they become available. Normally invitations for bids/proposals are retrieved through the County's on-line procurement system or the Procurement Division

website. Occasionally, bids/proposals will be mailed to vendors at the request of the using department. A copy of each Invitation for Bids/Request for Proposals is placed on the public bid boards located in the Procurement Division for any interested vendor to pick up.

Vendors are advised that:

No obligation for supplies, equipment, goods or services shall be recognized as valid or binding on Knox County unless such conditions have been authorized by a purchase order or credit card information signed by an authorized representative of the County Procurement Division. Knox County reserves the right to award each item individually or to award all items on an "all or none" basis. Vendors are advised that Knox County is exempt from both state sales tax and Federal Excise tax (except for contracts for labor and materials). **These taxes should not be included in any proposals or bids.**

J. VENDOR SELECTION

The selection of vendors is the responsibility of the buyer and requires the consideration of several factors. Buyers should endeavor to place orders with regard to the dependability and service record of the vendor, the nature of the guaranty and warranty of the product, its price, and quality. Preference (no priority is intended) should be given to the following types of vendors, providing this involves no sacrifice in quality, service or price:

1. Suppliers who are developing new and improved products or equipment, or designing and developing a special product for the County's exclusive use.
2. Suppliers located near Knox County.
3. Suppliers with adequate financial strength who also have a reputation for adhering to specifications and delivery schedules.

K. DEBARRING VENDORS

Most vendors perform their contractual obligations excellently and therefore create no problems. However, some vendors fail to meet the terms of their contract or award. In these cases, if a reasonable settlement cannot be reached, steps can be taken to remove vendors from any future activities with the Knox County Government.
The Senior Director of Finance, upon the recommendation of the Procurement Director, can remove or debar vendors for the following reasons:

1. Violating contract provisions of a character, which is serious enough to justify debarment.
2. Violating ethical standards.
3. Conviction under state or federal antitrust statutes arising out of submission of bids or proposals.
4. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or in the performance of such contract.
5. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which currently, seriously, and directly affects responsibility as a contractor.
6. Failing to comply with Knox County Resolution R-07-1-903, Delinquent Tax status.

Once a determination has been made to remove a vendor from the potential vendor list (for cause-as opposed to non-response) three steps are necessary:

1. The reasons for the action must be written and kept on file.
2. The representatives of the debarred firm must be made aware of their due process rights.
3. The firm must be provided with a written copy of the decision.

L. BONDS

Requiring bonds as a part of the bidding and award process is protection for the taxpayers against bad faith or failure on the part of bidders and contractors.

KNOX COUNTY MAY UTILIZE ANY ONE OR ALL OF THE FOLLOWING:

1. BID BOND: Often required on bids for services and is always required on construction bids. The bid bond called for is equal to five percent of the dollar amount of the bid. The bond may be in the form of a cashier's check. The bid bond has three key purposes:

    1. To ensure that the bidder's proposal will not be withdrawn for a period of thirty (30) days,
    2. To ensure that the bidder will execute a written contract, and
    3. To ensure that the bidder will furnish such bonds, insurance certificates, etc., as required by the bid document.

If an invitation for bids specifies the inclusion of a bid bond, but the bond is not included, the bid will not be considered. Proof of the bond may be submitted to Procurement (i.e. a faxed signed copy) and suffice for the bid opening. The bid bond will be returned to the successful vendor once the contract has been signed.

2. CONTRACTOR'S BOND: Used with construction contracts to ensure that the successful bidder will pay those subcontractors and vendors who have furnished materials, equipment, and supplies. Pursuant to the Tennessee Code Annotated and a resolution of the Knox County Board of Commissioners, a contractor's (or payment) bond will be required for any construction contract let through the Knox County Board of Commissioners. The contractor's bond will be equal to at least one hundred percent (100%) of the contract price.

3. PERFORMANCE BOND: A guarantee that the successful bidder will properly complete and meet the standards and specifications of the contract. If the vendor fails to meet the conditions of the contract the performance bond is forfeited. By a resolution of the Knox County Board of Commissioners, the performance bond is set at one hundred percent (100%) of the contract price.

    If contractor's and performance bonds are required, the successful bidder will be notified. The bonds must be delivered to the Procurement Division before a purchase order and/or contract will be issued. A reasonable amount of time will be permitted for vendors to obtain these bonds.

    Additionally, when appropriate, the successful bidder will have to provide proof of insurance before the purchase order is issued. The vendor must provide insurance as specified in the Invitation for Bids.

    Both the Contractor's and Performance Bonds are required when the amount of the bid exceeds $100,000.00.

M. AWARD PROTEST PROCEDURES

Occasionally, there will be complaints from vendors that the process of awarding a sealed bid has been unfair in some manner. While Knox County maintains excellent vendor relations, procedures do exist should a vendor claim that the process is not fair.

The Knox County Procurement Division has established the following procedures concerning protests of awards. The goal of these procedures is not to "protect the department". Instead, the goal of these procedures is to arrive at a just settlement of disputes between the County and vendors.

As a first step, vendors who believe there has been a problem with the process or decision should contact the buyer associated with the bid in question. Usually the buyer will be able to explain the County's rationale for the decision and the vendor will be satisfied. However, if the vendor is still not satisfied, the following steps may be taken:

The vendor may notify the Procurement Director, in writing, during the next three (3) business days. **Knox County will not consider complaints filed electronically.** Complaints received after three (3) business days after the award decision has been made will not be considered for review. The envelope in which the protest is mailed should be clearly marked "Protest of Award Decision." The written protest should include:

1. The name and address of the protestor.
2. The bid name, bid number, date, and any other pertinent information.
3. A statement of reason for the protest.
4. Any supporting documents, exhibits, or evidence to substantiate the protest.

The Procurement Director will review the protest and announce a decision (in writing). Recognizing that holding the procurement process up any longer than necessary is detrimental to the interests of the County, the Procurement Director will announce the decision as soon as possible. In any case, a decision will be made within five (5) business days of the receipt of the protest.

If the vendor is still not satisfied, there is a final appeal process. The concerned vendor may file an appeal with the Senior Director of Finance. This appeal must be filed within three (3) business days from the issuance of the Procurement Director's decision.
The Senior Director of Finance will again review the information and the previous decisions. A decision will be issued within five (5) business days.

Please note that in those cases were delaying the procurement process would endanger the health of the residents of Knox County, cause additional and extensive damage to the County or would adversely affect County programs, Knox County will not stop the process.

N. BID/PROPOSAL CANCELLATION

On occasion it will be necessary for the Knox County Procurement Division to cancel certain bids/proposals. Although the issuance of the solicitation does not compel the County to award a contract, the solicitation should only be canceled when there are clear and compelling reasons to believe that the cancellation of the solicitation is in the County's best interest. The Procurement Director must make a determination to cancel the solicitation. Cancellation must be executed in a non-biased manner. Therefore, the following guidelines apply:

1. PRIOR TO OPENING:

   a. Each solicitation will state the solicitation may be canceled if deemed necessary by the Procurement Division.

   b. The solicitation may be canceled for the following reasons:
      i. The County no longer requires the supplies or services.
      ii. The County can no longer expect to fund the procurement.
      iii. Proposed amendments to the solicitation are of a nature that would dramatically alter the nature of the solicitation, and it is best to issue a new solicitation.

   c. If canceled prior to the opening/closing date, all submittals will remain sealed and made a part of the permanent file.

2. AFTER OPENING/CLOSING:

a. The solicitation may be canceled for the following reasons:
   i. The supplies or services are no longer necessary.
   ii. Ambiguous or otherwise inadequate specifications were used in the solicitation.
   iii. The solicitation did not provide for consideration of all factors of significance to the County.
   iv. Prices exceed available funds and it would not be appropriate to adjust quantities.
   v. All acceptable submittals are of unreasonable prices.

If the bid/proposal is canceled, before or after opening/closing, a notice of Bid/Proposal Cancellation shall be sent to all vendors who were sent the solicitation or who picked up a copy.

SECTION VII: MISCELLANEOUS INFORMATION

A. LONG TERM AGREEMENTS

Knox County does not enter into agreements that are any longer than one budget year (twelve months). However, some contracts are written to provide for an option to renew for additional years. When this arrangement is in the best interest of Knox County, it will be utilized. If a contract with option to renew is utilized, the renewal is subject to the following conditions:

1. Funds are available for the purchase of the items or services.
2. The items are still desired by the County.
3. Merchandise quality and vendor service have been satisfactory.

B. CONTRACTING FOR SERVICES

Subject to the exclusions listed hereafter, any type of contract that will promote the best interest of Knox County may be used. No cost reimbursement contract may be made under Competitive Negotiation or Noncompetitive Negotiation unless the Procurement Director determines that such contract is likely to be less costly to the County than any other type of contract. The Procurement Director may also certify that it is impracticable to obtain property or services of the kind or quality specified except under such a contract.

C. MULTI-YEAR CONTRACTS

Unless otherwise provided for in the ordinance, a contract for procured items may be entered into for periods of not more than five years if funds for the first fiscal year of the contemplated contract are available at the time of contracting. Payment and performance obligations for succeeding fiscal years shall be subject to the availability of funds.

Prior to the utilization of a multi-year contract, the Procurement Director shall make a determination:

1. That estimated requirements covering the period of the contract are reasonably certain and continuing; and
2. That such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economy in county procurement.

D. CONTRACT ADMINISTRATION

The contract administration function is a cooperative effort between the Procurement Division's Contracts Administrator, Buyers and departmental representatives. Procurement Division representatives are charged with the following duties:

1. To receive all proposed contracts or draft proposed contracts (for which the Procurement Division is or will be involved).

2. To review contracts (with the Law Department) before the Knox County Mayor signs them. By the terms of the Knox County Charter only the County Mayor has the authority to sign contracts that bind Knox County.
3. To obtain the Law Department's approval of all contracts as to legal form.
4. To present approved contracts to the County Mayor for signature.
5. To insure that terms of the contracts are adhered to by the Contractor, with assistance from using departments.
6. To resolve disputes between Knox County and the Contractor.

E. LEASE VERSUS PURCHASE DETERMINATION

The Procurement Division will, on major lease/purchases, determine which procurement method will best serve the long-term financial interests of the County. Should a department wish to lease an item and the overall purchase price is more beneficial to Knox County, the department will be advised on this determination. The appropriate departmental official can then discuss the issue with Procurement Division personnel.

F. CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING YEARS

When funds are not made available to support continuation of performance in a subsequent year of a multi-year contract, the contract for such subsequent year shall be canceled.

G. PROFESSIONAL SERVICES

The Home Rule Charter of 1990 and the Procurement Code requires that contracts for legal, medical, fiscal agent, financial advisor or advisory services, services from an insurance producer, educational consultant services, and other similar professional services need not be based on competitive bidding. Such services may be awarded on the basis of recognized competence and integrity at customary rates of compensation as determined by the appropriate elected official.

Before the decision is made to contract with a professional, the nature of the problem that the professional is supposed to address must be clearly defined. The hiring authority needs to state, in writing:

1. The technical requirements, extent and limitations of the project.
2. A list of objectives and what is to be accomplished.
3. Nature of the work and the process: mandatory approaches to be taken, format, the extent to which the County's employees will be available to assist the consultant, etc.
4. Time guidelines: commencement, reports, and final submission.
5. Extent to which periodic payments will be allowed and how final payment will be made.

A request for proposals on how to resolve a situation is highly useful in this situation.

<u>ALL SUBMITTED RFP'S SHOULD INCLUDE:</u>

1. A description of the potential vendor's qualifications. Examples of similar type work should be provided. If appropriate, samples of work should be requested.
2. A description of the personnel the vendor proposes using on the study. This should include: a resume of each person; a statement of experience, education, and training; and other information considered important to the contract.
3. An overall description of the techniques by which the vendor proposes to achieve the objectives: amount of time and manpower to be expended, equipment and facilities to be utilized, and information about subcontractors (if they are to be utilized). There should be a detailed specification sheet about the equipment proposed to be used in the process.
4. The cost of the proposal, including a breakdown of how the price was calculated.

Once the proposals have been returned they must be evaluated. It is recommended that a team approach be utilized in the evaluation process. The team should consist of:

1. The buyer responsible for drawing up the request for proposals.
2. Knowledgeable personnel in the technical area being examined.
3. The key operating personnel who will be involved in the services being purchased.

THE NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING HAS DETERMINED THAT THE REVIEW SHOULD EXAMINE:

1. General quality and responsiveness of the offeror;

    a. Responsiveness to terms, conditions, and time requirements.
    b. Completeness and thoroughness.
    c. Grasp of the problem or work to be performed and of the approach to be used.

2. Organization;

    a. Evidences of good organizational and management practices.
    b. Qualifications of personnel.
    c. Experience and past performance.
    d. Financial condition.

3. Price and bid-price breakdown, or price range and cost schedule. **While cost alone cannot be the determining factor in an award of this nature, it should play a major role.**

Once a decision has been made, the vendor who is to be awarded the contract should be notified in writing. All of the requirements and qualifications should be carefully detailed. Additionally, those vendors not selected should be notified in writing that they were not selected.

H. NON-PROFESSIONAL SERVICES

Non-professional services can be awarded on a bid basis or on a proposal basis. If the award is to be on a proposal basis, the guidelines under Professional Services apply. If the award is to be made by sealed bid, the following guidelines apply.

The Buyer will carefully specify the project with input from specialists on the County staff and by those closely associated with the project. Once this has been done, invitations for bids must be developed.

The invitation for bids (IFB) shall include:

1. A description and location of the work to be performed.
2. References to applicable specifications, drawings, and general conditions.
3. Information as to who questions should be addressed.
4. Information on when and where a pre-bid conference will be held. In many cases this will be extremely important and should be mandatory for all potential vendors.
5. The date on which the bids are due.
6. The proposed method of reimbursing the contractor, i.e. progress payments, lump sum, etc.

I. SCHEDULED BUYING

Purchases of many items can be planned and items can be purchased in quantity at the same time. Whenever possible, the purchase of vehicles, equipment, and supplies should be done on an annual basis. This facilitates standardization and open-market procurement that results in lower pricing. **This requires the operating departments to anticipate and plan ahead for their needs.**

A schedule can be set up for the annual purchase of goods. It is necessary to first determine the using department's need date. From this, work backward to the purchase order issuance date, allowing sufficient lead-time as determined by market conditions. Next, work back to the bid opening date based on time needed to evaluate bids and process awards. The last step is to work back from the bid opening date and set a procurement requisition issue date. Sufficient time for preparing specifications, bid invitations, and for sellers to submit their bids must be allowed.

As the County begins to utilize scheduled bids on a regular basis, the departments and agencies of Knox County will realize the time and money savings. If an agency or department has discovered items that can be put on scheduled bids, please call the Procurement Division and share the information.

J. CAPITAL EXPENDITURES

A capital purchase requires a slightly different procurement procedure than a non-capital purchase. The basic difference is that a capital purchase must receive prior approval from the Knox County Finance Department before a purchase order can be issued. Capital items have a value in excess of $10,000.00 and a life expectancy of over one year.

K. LEAD-TIMES

Lead-time is the amount of time that elapses between the preparation of the requisition and the delivery of the product. Obviously, processing a requisition and purchase order will require some time.

The Procurement Division has determined that the proper minimum amount of lead-time for a formal solicitation is twenty-one (21) business days. Therefore, it will be in the best interest of the requisitioning department to have their requisitions for bid to the Procurement Division at least sixty (60) days in advance. In cases of emergency, the Procurement Director has the authority to shorten lead-time requirements in order to satisfy an urgent need. The Procurement Director requires the requisitioning department to fill out an Emergency Form, in order to shorten lead times. The Emergency Form must be approved by the Procurement Director. The time required to process non-bid items is shorter than for sealed bids. However, the requisitioning department should allow as much time as possible.

While twenty-one (21) business days is the most favorable timeframe to allow vendors to respond to a solicitation, there may be instances where this is not practical. At the sole discretion of the Procurement Director, the lead time for Invitation for Bids for common commodities and services may be shortened.

L. QUALITY CONTROL

Quality control is a joint responsibility of the receiving departments and the Procurement Division. The Procurement Division makes every effort to ensure that only quality goods are ordered and received. At times, however, items will arrive which are less than satisfactory.

Departments need to conduct systematic inspections of all goods that are directly received. Thus, inspection is the responsibility of the receiving department. Complaints about

vendors should be submitted to the Procurement Division in written form. This will enable Procurement personnel to work with the vendor to resolve these problems.

M. BOOKS AND PERIODICAL ORDERING

The Knox County Procurement Division annually orders many books and periodicals. The process for ordering these books and periodicals is slightly different from ordering other items.

When a department has determined that it needs a book or periodical, a requisition shall be completed. Make sure that the title of the book is clearly printed. Additional information such as the publisher, author, edition, year, ISBN number, etc. should be included.

If an order form for the book or periodical is available, attach it to the requisition going to the Procurement Division.

Once the books and periodicals have been received both physically and electronically, the vendor can be paid. However, in some cases vendors require prepayment for books and periodicals. If that is the case, a warrant will be issued and sent with the order.

N. DISCOUNT POLICY

Believing that public funds are to be maximized, the Knox County Government takes advantage of every opportunity to minimize costs. One way in which this can be accomplished is through utilizing prompt payment discounts.

If a bid submitted by a vendor specifies that a certain discount may be taken for prompt payment of bills, the Procurement Division may use this information in the bid evaluation process. Only discounts open and available for at least thirty (30) days or longer will be considered.

The time of the discount period will begin with the date of receipt, inspection, and acceptance of the supplies, or from the date a correct invoice is received in the office specified by the County-as specified in the purchase order.

Every Knox County governmental office or agency can help the County minimize its costs by promptly receiving goods that have been inspected and accepted and that meet all requirements as specified in the purchase order.

O. LIFE CYCLE COSTING

Life Cycle Costing is a concept that can be utilized to determine the total cost of an item over its useable lifetime. Although life cycle costing has been primarily used for capital items, it is becoming more common to utilize these principles for ordinary purchases.
With the tight budgetary constraints that most governments operate within, it is simply common sense to examine the total cost of owning and operating an item.

Life cycle costing includes factors such as:

1. The initial purchase price - what will it cost to obtain the item?
2. The life expectancy of the item - how long will it be useful?
3. Output - what level of service will the item provide?
4. Maintenance - how much maintenance will be required to keep the item in proper operating condition?
5. Consumption - if the item requires input of energy, how much more energy will be required to operate it?
6. Disposal Value - when the item is no longer useful to how much will it bring in trade-in value or scrap?
7. Complexity of Operation - will the operation or use of this item require a great deal of training or very little training?

To illustrate Life Cycle Costing the National Institute of Governmental Purchasing provided the following example:

In the purchase of vehicles, a jurisdiction decides that it will consider the total costs of owning and operating the vehicles. This includes purchase price, cost of upkeep, and operating costs. The jurisdiction develops the following formula for bid evaluation and **includes it in the Invitation for Bid:**

Life Cycle Costing = C+ (a/b x d) where:
LCC = total cost
C = initial cost
a = anticipated life of vehicle in miles
b = E.P.A. miles per gallon rating
d = cost per gallon of gasoline

The anticipated life of the vehicle (a) and the cost per year (d) are constants assigned by the jurisdiction. For example:

a=50,000 miles
d=$2.00 per gallon

If a bidder submits a price of $25,000 on a vehicle rated by the E.P.A. as averaging 20 miles per gallon, then:

C=$25,000
b=20 miles per gallon

Using the proceeding figures, the evaluation of the bid would be:

LCC = C + (a/b x d)
= 25,000 + (50,000/20 x 2.00)
= 25,000 + (2,500 x 2.00)
= 25,000 + 5,000
= $30,000 (for the life of the car)

Thus, the evaluated bid price and the figure considered in making the award would be $30,000.

Other factors, such as repair, maintenance, insurance, down time, and theft potential could have been added to the formula. However, it was kept simple so it could achieve its purpose - providing an example.

Life Cycle costing is not performed on every purchase nor, should it be. However, if it is properly applied and calculated, life cycle costing can provide significant long-term savings for the citizens of Knox County.

P. RUSH ORDERS/EXPEDITING ORDERS

It is in the best interest of Knox County and, more specifically, the using agencies to plan in advance and allow sufficient lead time for all purchases. If an item is to be bid, please try to allow a lead-time of at least twenty-one (21) business days. For non-bid items a similar lead-time is suggested.

At times agencies will need a rush order, yet the order will not be a true "emergency." In these cases the Knox County Procurement Division will expedite the process.

The requisitioning agency should note in the notes section of the electronic requisition all details related to delivery requirements.

Q. GOVERNMENT CERTIFICATE OF EXEMPTION

Knox County Government is exempt from state, county and federal sales and excise taxes. Completion of a certificate that states that purchases of property or services are for the exclusive use of the government is necessary. The Procurement Division issues certificates of exemption as needed but only for items requisitioned through the Procurement Division.

R. RECEIVING

Please refer to the MUNIS/BuySpeed Manual for procurement and Department Users.

S. INSPECTION

1. WHY IS INSPECTION NECESSARY:

   The purpose of inspection is to make certain that vendors furnish the exact goods ordered. No matter how large, efficient, or reliable a vendor may be, errors do occur. Inspections are necessary to insure that the requirements are actually met, and to protect the using agencies from receiving material below an acceptable level of quality.

2. DEFINITION OF INSPECTION

   Inspection is the close and critical examination of goods delivered to County using agencies and offices in accordance with an authorized purchase order or contract. Unless otherwise ordered, all deliveries are expected to consist of:

   a. New and unused merchandise.
   b. Goods of the quality, grade, or standard specified in the purchase order or contract award.
   c. Goods that conform to the design, construction, ingredients, size, weight, kind, type, make, color, style, price, etc. as specified in the purchase order or contract.
   d. Packaging and labeling that conform to acceptable commercial practices for protecting the items during transportation, storage, handling and distribution.
   e. No goods classed as seconds, factory rejects, mill ends, distressed merchandise, war surplus, or having any other objectionable characteristics.
   f. The quantity specified in the purchase order or contract.

3. DUTIES OF RECEIVING AGENT/INSPECTOR

   Any County employee assigned to receiving goods, whether temporarily or as a permanent duty, is responsible for inspecting items as they are received. Inspection is an integral part of centralized procurement. A great deal of material is delivered directly to the using agencies and offices. Therefore, designation of a receiving agent within County agencies and offices is a must.

   Receiving Agents and Inspectors should first and foremost always employ common sense when receiving goods. The definition of inspection provided in Section 2 of this manual should be used as a guideline. Otherwise, methods of inspection, documentation of incomplete orders, and communication with the Procurement Division and/or the Property Management Office are described in the following Sections.

4. TIME AND PLACE OF INSPECTION

   Goods should be inspected immediately after they are delivered. Inspection should not impede the ordinary functions of the using agency or office, yet it should be completed before any of the merchandise is distributed or used. Designating a

particular area or room as the receiving/inspecting area makes the inspection and distribution process easier and more organized. Maintaining a convenient yet effective process of receiving and inspection benefits the using agency; shipments that do not pass inspection are accounted for immediately, thus expediting the return and replacement process.

5. METHODS OF INSPECTION

Visual Inspection. This includes using one or more of the five basic senses: sight, taste, smell, hearing, and touching. Generally, visual inspection is sufficient to establish the acceptance or rejection of most goods without resorting to laboratory analysis. The following aspects should be considered when making a visual inspection:

a. Sight - Does the item look right? Is the color appropriate, is it too dark or too light, does it look damaged, does the package appear to have been previously opened, is the container leaking, is the expiration date O.K., is the container intact?
b. Taste - Fruits, vegetables, canned goods, pastries, desserts and similar food products lend themselves to inspection by taste to determine whether or not they are dry, juicy, sweet, sour, fresh, stale, soured, etc.
c. Smell - Does the item possess the normal odor associated with it? Is there a foul or unpleasant odor?
d. Hearing - Defects are often indicated by sounds audible when observing the operation of motors, machinery, electrical or automotive equipment, such as knocking, squeaking, rattling, etc.
e. Touch - Does the item feel as it should? Is it rough, smooth, dry, wet, hot, cold, soft, hard, too thick, too thin, too soft, too hard, etc.

When necessary, analytical inspections (requiring laboratory analysis) can be made. This usually pertains to chemicals and petroleum products, such as cleaning agents and gasoline. Contact the Procurement Division if there is reason to believe an analytical inspection is needed.

The other aspect of inspection to be considered is whether or not the goods delivered meet the specifications listed on the purchase order or contract. **Always count the items and compare your result with the packing slip, then compare the packing slip with the purchase order.** Once you have determined that the quantity is correct, check all the prices and compare them with what the items are listed for on the purchase order.

To ensure effective quality control, Receiving Agents and Inspectors must (1) use common sense, (2) devote enough time to allow for thorough inspections, and (3) be familiar with the type and quality of goods typically ordered by the using agency they represent. Also, a copy of the purchase order or contract must be available in order to ascertain specifications, quantities, and prices. The purchase orders and contracts also include vital information such as the buyer who made the purchase, the vendor name, and the date the order was made. All of this information will be needed if any aspect of an order is questionable.

6. ACCEPTANCE AND REJECTION

All goods received should be inspected at the time they are delivered. If, upon delivery, all or part of a shipment is determined to be incorrect or unacceptable, the shipment should be refused. However, this may not always be convenient or possible. When it is too late to refuse goods (at the time of shipment), the Receiving Agent should contact the vendor as soon as possible and make the necessary arrangements to get the proper merchandise. If a discrepancy cannot be settled in this manner, the Procurement Division should be notified immediately.

7. DOCUMENTATION OF FAILURE TO COMPLY WITH SPECIFICATIONS

It is in the best interests of the County to maintain a high standard of quality for the goods and services purchased with the taxpayer's dollars. This includes continually evaluating vendors. For the Receiving Agent or Inspector, this means documenting vendor performance.

Vendors are expected to comply with all specifications on all orders and contracts. Receiving Agents and Inspectors should make note of any vendor that does not comply with specifications or that is not cooperative or professional in behavior.

The Procurement Division maintains an electronic database of vendors for distribution of Invitations for Bids and Requests for Proposals. Any vendors that have a habit of failing to meet specifications may be removed from the database. The Procurement Division depends on the using agencies to report any complaints about vendors. **Comments and complaints about vendor performance should be documented in writing with specific details of the complaint. Copies of such complaints should be forwarded to the Procurement Director, Suite 100, Knox Central Building, Knoxville, 37917 (865-215-5777).**

SECTION VIII: CONSTRUCTION CONTRACTING

Construction contracting requires special steps and skills in the procurement process. Careful preparation of the invitation for bids or request for proposals can result in significant long-term savings.

A. INVITATION FOR BIDS

Among the topics that an Invitation for Bids should cover are:

1. Instructions to Bidders:

   a. definitions
   b. bidder's representation
   c. bidding procedure
   d. examination of bidding documents
   e. substitution policy
   f. qualification of bidders
   g. rejection of bids

2. General Contract Conditions:

   a. contract documents
   b. architect
   c. owner
   d. contractor
   e. subcontractors
   f. miscellaneous provisions
   g. time
   h. payments and completion
   i. protection of persons and property
   j. insurance
   k. changes in work
   l. correction of work
   m. termination of the contract

3. Other Sub-topics:

   a. County owned and furnished equipment
   b. labor related regulations

c. site conditions
d. rules covering acceptance of work
e. contractors' responsibilities and rights
f. list of specifications and documents
g. method of pricing
h. tax exemption status of the County
i. basis for award

An Evaluation Committee shall review all properly submitted bids. The committee should include the buyer, the project manager, the construction manager, the architect, and often the legal department. The apparent low bidder may be requested to fill out a qualification questionnaire, which asks these questions:

a. Names of officers and partners
b. Experience and equipment
c. Current construction contracts and projected future work
d. Trade union relationships
e. Association memberships
f. List of subcontractors utilized
g. Resumes of key personnel
h. Latest financial statements

Once this form is returned, the committee reviews it. If the apparent low bidder is qualified for the type of work to be performed, and all other aspects of the firm's background are satisfactory, the firm is invited to a pre-award meeting. At this meeting key personnel from the contracting party and the key personnel from the County will review all aspects of the bid specifications, terms, and conditions to assure mutual understanding.

Should the questionnaire of the low bidder disclose deficiencies, the firm should be invited to meet with the Evaluation Committee. At this meeting any deficiencies that were noted in the questionnaire will be resolved. If a satisfactory explanation is not obtained, the Committee should then invite the next or second apparent low bidder to a pre-award conference. At this meeting the steps outlined above should be repeated.

B. REQUEST FOR PROPOSALS

The Request for Proposals method may also be used in the solicitation of construction services. A Request for Proposals is used when the Design/Build or Construction Manager format is desired.

1. Design/Build is a performance-based project delivery method in which the procurement agency enters into a single contract for design and construction of an infrastructure facility. This is also referred to as a "turn-key" method. The contractor is selected on the basis of best value including qualifications. Projects are distinguished by size, complexity, and schedule. Concurrent project phases result in time savings and value engineering can be beneficially employed. The risk is held by the design/build firm.

2. Construction Manager is a fee based service in which the construction manager is responsible exclusively to the owner and acts in the owner's interests. Comprehensive management of every stage of the project yields the greatest possible benefit to the owners.

3. The construction manager is selected on the basis of best value including qualifications. A construction manager objectively offers delivery and packaging options, is strong in both design and construction management, and bases their fees on service and value delivered, not on construction costs.

C. BONDS IN CONSTRUCTION PROCUREMENT

In the solicitation of construction services, a bid bond or other form of bid guarantee satisfactory to the County shall be required when the contract to be awarded is expected to exceed twenty-five thousand dollars ($25,000.00) and such bond shall be provided by a surety company authorized to do business in this State. A bid bond may be required when the contract to be awarded is expected to be less than twenty-five thousand dollars ($25,000.00) if so specified in the Invitation for Bids.

When the solicitation requires that a bid bond support (is to be provided with) a bid, and the bidder fails to provide, the bid will be rejected.

D. CONTRACT PERFORMANCE AND PAYMENT BONDS

Before any construction contract exceeding one hundred thousand dollars ($100,000.00) is awarded, the following bonds shall be furnished to the County:

1. A performance bond executed by a surety company authorized to do business in this State, or by other form of surety, either of which is satisfactory to the County, in the amount equal to one hundred percent (100%) of the contract price as it may be increased or decreased.
2. A payment bond executed by a surety company authorized to do business in this State, or otherwise supplied, satisfactory to the County for the protection of all persons supplying labor and materials to the contractor or his subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount of one hundred percent (100%) of the total of the contract price as it may be increased or decreased.

Nothing in this section shall be construed to limit the authority of the County to require a performance bond or other security in addition to the aforementioned bonds.

The three major differences between construction contracting and other purchases are:

1. Requirement for a pre-bid meeting-usually at the site. If this is going to be the case, it should be specified in the IFB. All pre-bid meetings are taped for future reference.
2. The requirement that each bid contain a Bid Bond.
3. A **Performance Bond and Payment Bond** will be required of the successful bidder for an amount equal to one hundred percent (100%) of the contract.

E. PRE-BID CONFERENCES

A pre-bid conference may be required on service or construction contracts. The purpose of a pre-bid conference is to provide vendors with information about the service that is to be provided. If conditions require it, a pre-bid conference can be a mandatory prerequisite for a sealed bid.

IF A PRE-BID CONFERENCE IS REQUIRED OR SUGGESTED:

Knowledge of the Pre-Bid Conference must be made available to all vendors who received an Invitation for Bids and to the public in general. The buyer and departmental contact that conducts the conference must be careful to answer questions factually and not prejudice the process in favor or disfavor of any particular vendor.

Registration of all participants is required. The pre-bid meeting will be taped for future reference.

F. INSPECTION OF CONTRACTOR'S PLANT AND RECORDS

The County shall have the right to inspect the plant or business of a contractor or any subcontractor under any contract awarded by the County.

The County shall have the right to audit the books and records of any person seeking to become a contractor or subcontractor of a contractor, or any subcontractor under any negotiated contract or subcontract other than a firm fixed price type contract. The contractor shall maintain such books and records for three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

G. CONTRACT MODIFICATIONS

The Procurement Director is authorized to issue regulations permitting or requiring the insertion in contracts of appropriate clauses to enable the County to effect desired changes and modifications to such contracts; provided however, that any such change or modification, **except for road, bridge, and building construction,** which would result in additional expenditures by the County in the sum of twenty-five thousand dollars ($25,000.00) or any such larger sum only shall be effected after appropriate authorization and approval by resolution of the Commission.

Change orders less than one hundred thousand dollars ($100,000.00) for road, bridge and building construction must be authorized by the Mayor. Change orders for an amount of one hundred thousand dollars ($100,000.00) or more must be authorized by the Mayor and approved by resolution of the Commission.

SECTION IX: PROPERTY MANAGEMENT POLICIES AND PROCEDURES

The purpose of the Property Management Office, a sub-office of the Procurement Division, is to maximize the value of the property owned by Knox County. The Property Management office is made up of two divisions, Personal Property and Real Property Division. Property Management works with Knox County Finance to account for property with a value in excess of $10,000 (fixed asset).

Property Management serves as the locator of reusable property. Reutilization of property has decreased the need for new purchases and resulting in substantial savings for Knox County.

Property Management conducts sales of surplus property (through public auction, sealed bid and an on-line auction service) and scrap materials.

The size and space Knox County Government encompasses requires that standard policies and procedures be established so Knox County property is properly utilized. In the following pages the general policies and procedures of the Property Office are displayed.

A. FUNCTIONS OF PERSONAL PROPERTY MANAGEMENT

Operating under the general supervision of the Procurement Director, PROPERTY MANAGEMENT:

1. Controls County surplus property and disposes of surplus property in the best method (transfer to other departments, auctions, on-line auctions, sales, scrap, or warehousing).
2. Recommends and follows approved policies and procedures of accountability and control of Knox County personal property.
3. Maintains assorted information and numerical data related to personal property.

B. RESPONSIBILITIES OF THE PERSONAL PROPERTY MANAGEMENT OFFICE

1. Records and processes surplus property data on a continuing basis.

   Using set procedures and forms, information covering additions, transfers, and deletions of property is recorded as it becomes available. Property is declared surplus by each department using a Declaration of Surplus Personal Property/Equipment form upon delivery at the Property Management warehouse or before being picked up by Property Management staff.

   Transfers of property are declared using a Transfer of Surplus Personal Property/Equipment form and reflect the changes in assignment and location.

   Deletions of property are recorded after an authorized person signs a letter declaring the item surplus.

   Declaration of Surplus Personal Property/Equipment forms, Transfer of Surplus Personal Property/Equipment forms, and pertinent information regarding deletion of personal property are stored electronically to provide a proper audit trail of the surplus property.

2. Supervises the transfer and reutilization of property.

   Upon notification by a department or office that certain property is no longer needed, unusable or obsolete via a Declaration of Surplus Property/Equipment form, the Property Management Office takes one of the following actions:

   a. Transfers the property to another department or office.
   b. Sends the property to a surplus depot maintained for salvageable or reusable property.
   c. Prepares the property for sale or auction.
   d. Sells the equipment as scrap metal, wood, etc.

   Departments wishing to transfer property are to notify the Property Management Office. Items reassigned are removed from the inventory of the forwarding department and added to the inventory of the receiving department.

   Salvageable property, for which there is no longer any need, is accumulated separately from property which may be reusable. When a sufficient amount is accumulated, the salvage is sold at public auction or through the on-line auction service or by sealed bids.

3. Controls disposal of surplus property.

   Surplus Property is disposed of through one of the following methods:

   a. Trade in on replacement equipment
   b. Public auctions
   c. On-line auctions
   d. Sale under sealed bids and sealed proposals, by invitation and publicly advertised, opened, and recorded
   e. Negotiated contract
   f. Sales of scrap metal

   Trade-ins of County surplus are to be indicated in the purchase order for the replacement equipment. Property Management is to be notified when the trade-in takes place.

Sales under sealed bids/proposals take place where there are a limited number of prospective buyers for particular properties, where it is not economically feasible to hold an auction, or at the direction of the County Mayor. Auctions may be live or held on-line for real and personal property.

Negotiated contracts cover the sale of scrap and waste products when deemed most advantageous to the County by the Knox County Procurement Director. Typical contracts include accumulated scrap metal, used tires, used batteries, etc. Where an authorized insurance settlement calls for sale to an insurance carrier, surplus vehicles are also sold by two-party negotiation.

Property is destroyed only when there is no economical salvage value. This determination is the sole responsibility of the Property Management Office.

4. Elected/Appointed Official/Employee Personal Property Purchase.

Outgoing Elected/Appointed Official or Employees may purchase electronic items assigned to them by the Knox County Office of Information Technology (IT) upon them leaving County employment. The purchase of these items will be made at fair market value as determined by IT. The purchase will require Department Head or Elected Official and Mayoral approval.

C. DUTIES OF PROPERTY COORDINATORS

1. Oversee the County property assigned to that department/office.
2. Notify Property Management when property becomes surplus via a Declaration of Surplus Personal Property/Equipment form.
3. Notify Property Management when property is transferred to another department via a Transfer of Surplus Personal Property/Equipment form.
4. Notify Property Management when property becomes scrap.
5. Notify Property Management when real property or buildings are purchased, received, or declared surplus.
6. In the event of theft, severe damage, vandalism, or unexplained loss they make a police report and forward a copy to Property Management.

D. PROPERTY UTILIZATION

Property Management also coordinates the pool of surplus items that the County may have at any given time. Often, departments and agencies can forgo the purchase of new items if similar items are in surplus. Whenever a department decides to purchase a capital item, a representative from the department should first be made to contact the Knox County Property Management Office to determine if any similar items are in surplus stock. If so, the requesting department should view the item and consider it for use. Reutilization of equipment declared surplus by one department is one way of maximizing taxpayer dollars.

All surplus equipment is stored at the Property Management warehouse located at 1005 Stewart Street.

E. VEHICLE ACQUISITION/DISPOSAL

Acquisition. All requests for vehicles are submitted to the Knox County Procurement Division using normal procurement procedures. A Knox County Vehicle Request Form (VRF) must be completed and forwarded with your requisition.
Prior to submittal of requisition to Procurement, the department must forward the VRF to the County Mayor for approval/signature. Once the VRF has been approved, the buyer is responsible for ensuring a copy of the VRF and a copy of the purchase order are sent to Property Management for inventory purposes.

Vehicle Delivery. A purchase order is prepared and forwarded to the appropriate dealer. The buyer will notify the department when the vehicle is available for pick up. The requesting department is responsible for coordinating pick up of the vehicle from the dealer. The title will be forwarded to Property Management by the department upon receipt from the State of Tennessee. This is to ensure that all departments, in regard to vehicle disposition, are in compliance with County Procurement Regulations. The requesting department is responsible for taking the new vehicle to the Knox County Fleet Service Center to obtain a fuel key, a tab number and to ensure it has been added to the fleet inventory.

Disposal/Surplus. All surplus vehicles must be turned into Property Management with keys, fuel key and a completed Declaration of Surplus Personal Property/Equipment form. (NOTE: If you are replacing a vehicle, the fuel key can be reprogrammed by the Fleet Service Center and maintained by the department for the new vehicle.) Property Management, in conjunction with the Fleet Service Center, will inspect and prepare the vehicle for surplus. Property Management will assign all surplus vehicles a class code as follows:

Class 1: Vehicle has valuable use to Knox County and may be put back into service.

Class 2: Vehicle has no useable value to Knox County and must be sold. Class 2 vehicles will not be put back into Knox County inventory.

Property Management will store vehicles and equipment until reassignment or sold. All vehicle transfers from surplus property must be requested from Property Management and approved by the County Mayor. The Fleet Service Center must be notified of all vehicle transfers. A replacement vehicle must be turned in for any transfers from surplus property. The County Mayor must approve all additions to the Knox County Fleet. No parts shall be removed from surplus vehicles.

Title Requests. If your department needs a copy of the title, a Vehicle Title Request Form must be completed and forwarded to Property Management. Property Management will verify your request and forward a copy of the title to you. You may hand-carry the request to Property Management to expedite receipt of the title. Titles may only be secured through Property Management.

F. REAL PROPERTY POLICIES AND PROCEDURES

The purpose of the Real Property Division, a sub-office of the Procurement Division, is to manage and report the status of Knox County owned real property by maintaining up-to-date and accurate inventories of County-owned real estate, sufficiently maintaining County-owned real property, and appropriately disposing of County-owned surplus real property in a timely, efficient manner.

The Real Property Division conducts sales of surplus real property (through public auction, sealed bid, and online auction) to maximize the value of surplus real estate.

The size of Knox County and Knox County Government necessitates a significant investment in real estate, which requires that standard policies and procedures be established so Knox County real estate is properly utilized.

G. FUNCTIONS OF THE REAL PROPERTY DIVISION

Operating under the general supervision of the Purchasing Director, the REAL PROPERTY DIVISION:

1. Provide efficient disposition of County owned surplus real property, including delinquent tax property acquired through the Trustee's Tax Sale, to effectively place said property back on the tax rolls.

2. Provide and maintain a current inventory of real property owned by Knox County.
3. Oversee and coordinate the maintenance and general care of Knox County real property and facilities in conjunction with other departments.
4. Provide oversight of Knox County property acquisitions, construction projects, and energy management.

H. DISPOSAL OF COUNTY OWNED SURPLUS REAL PROPERTY

Surplus real property is disposed of through one of the following methods:

a. Sale under sealed bids or sealed proposals, by mailed invitation and publicly advertised, opened and recorded
b. Public auction
c. Online auction
d. Negotiated contract, including land trades/swaps

Sales under sealed bids/proposals for real property take place when there are a limited number of prospective buyers for particular properties, when there is a specific redevelopment interest in a particular property, when it is not economically feasible to hold an auction, or at the direction of the County Mayor. Auctions may be live or held online for real property and will be advertised at least once in a daily newspaper and on site for a minimum of thirty (30) days.

Knox County may enter into negotiated contracts for the sale of real property. The negotiated sales method for the disposition of real property may be utilized **only** if the Procurement Director has conducted a market analysis and has determined that due to the unique nature of the property only one purchaser would reasonably be expected to seek to purchase the property. In addition, the Senior Director of Finance and the Knox County Mayor must approve this method of real property disposal. Any sales, leases and/or transfer of real property shall require the approval of Commission.

Any material change to the original scope of development of those real properties awarded by sealed competitive bid (as set forth in the successful bidder's submittal documents) and whose appraised value is determined to exceed seventy-five thousand dollars ($75,000) is strictly prohibited. Such material change will result in an automatic repeal of the award, necessitating a rebid of the project.

I. DELINQUENT TAX SURPLUS PROPERTY

Surplus real property acquired through the Trustee's delinquent tax sale is managed and sold per T.C.A. 67-5-2507. The Real Property Division provides oversight and maintenance of surplus tax properties from the date acquired at the tax sale through the one (1) year redemption period to the date the Delinquent Tax Attorney closes the sale of the property. Oversight and maintenance is to be no more than what is required by law.

Sale of surplus delinquent tax real property is to be conducted consistent with Section B above, Disposal of County Owned Surplus Real Property, and per the provisions of T.C.A. 67-5-2507.

J. MANAGEMENT OF REAL PROPERTY

The Real Property Division provides for and maintains a current inventory of all real property owned or leased by Knox County. Assorted information about each parcel is gathered. This information includes: agency responsible for the parcel, contact person, size, map number, parcel number, use, description, and comments. This information is available for any office in Knox County that has a legitimate need for any part of the information.

The Property Managers will be responsible for overseeing and maintaining the general care of all land and facilities owned by Knox County. Out of necessity, this function will be shared

with other agencies such as Parks & Recreation, Engineering and Public Works, Libraries and the Public Building Authority.

K. SCOPE AND DEFINITIONS

1. **Personal property** means all types of County-owned property other than real or intangible, including furnishings, office machines, communications equipment, heavy machinery, photo equipment, hospital equipment, data processing equipment, motor vehicles, etc.
2. **Real Property** means fixed, immovable property such as land, buildings, etc.
3. **Surplus property** means personal property determined to be unnecessary, unusable or obsolete.
4. Property purchased for, or donated to, any elective office or other governmental office becomes a part of the Knox County inventory.
5. The disposal of all personal property, inventoried or non-inventoried, and accumulated scrap and waste is the responsibility of the Property Management Office. This responsibility extends to the County School system and the Public Library system.

SECTION X: BUSINESS OUTREACH PROGRAM

The purpose of this program is to increase the opportunity ~~for diversity among the~~ companies doing business with Knox County by encouraging participation through site visits, providing education and support regarding policies and procedures, actively recruiting all interested suppliers.~~, ensuring equal opportunity in all procurement related activities and encouraging disadvantaged businesses to seek to do business with Knox County~~.

A. The Business Outreach Administrator will:

1. Actively seek business entities that have the ability to provide goods and services to Knox County.
2. Provide written materials, training programs, and general assistance to businesses in order to aid them in establishing and maintaining long-term business relationships with Knox County.
3. Develop and maintain listings of ~~disadvantaged~~ businesses, categorized by commodity, to be solicited on Invitations to Bid.
4. Ensure that vendor and commodity listings are current.~~ and encourage procurement from disadvantaged businesses.~~

~~The Procurement Director may re-evaluate bonding and/or insurance requirements or accept alternative forms of surety to encourage bidding and increase the likelihood of commitment with disadvantaged businesses. The Procurement Director may also recommend contract provisions to include progress or milestone payments.~~

RLA-18021 **35.**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Anna Roeder, PARKS AND RECREATION
Department:	PARKS AND RECREATION
Requires Expenditure of Funds:	NO Funded in Current Budget: NO
Appropriation Required:	NO

Information

CAPTION

Spread of Record the Grant Application to The Christopher & Dana Reeves Foundation submitted by Knox County Parks and Recreation Department.
(Parks and Recreation)

Attachments

Reeves Foundation Grant

Knox Outdoors for All

2025 Direct Effect 2nd Cycle

Knox County Parks and Recreation

Joseph Mack
2447 Sutherland Ave
Knoxville, TN 37919

O: 865-215-6605

Katie Huneycutt

2447 Sutherland Ave
Knoxville, TN 37919

katie.huneycutt@knoxcounty.org
O: 865-318-1887

Application Form

Application Deadline

Tuesday, October 7th, 2025 AT 11:59 pm EASTERN TIME

READ THIS FIRST **Before You Begin Your Application**

All applicants for the Christopher & Dana Reeve Foundation's *Quality of Life* Grants must carefully review the **full Program Guidelines** before starting the application.

The Program Guidelines outline:

- **Eligibility requirements** for organizations and projects
- **Funding priorities** and restrictions
- **Application process and deadlines**
- **Reporting requirements** for awarded grants

By reviewing these guidelines in advance, you will ensure that your project aligns with our mission and that your application meets all requirements. If you have any questions, **please contact QOL@reeve.org.**

Action Required:

1. Download or access the current **Quality of Life Grant Program Guidelines.**
2. Read the document in full, taking note of eligibility, allowable expenses, and key dates.
3. Read and Review the Language Guide for Discussing People with Disabilities.
4. Only begin your application once you have confirmed that your organization and project meet all stated criteria. (see below)

Incomplete or non-compliant applications will not be considered for funding.

Eligibility Confirmation

- ♣ Organization has 501(c)(3) or eligible nonprofit status.
- ♣ The project is U.S.-based, vendors are U.S. only, and it benefits individuals living with paralysis.
- ♣ No disallowed costs (e.g., food, gifts, individual stipends).
- ♣ Projects serve a minimum of 5 people living with paralysis
- ♣ Applicant is not a current grantee (or has submitted a final report if applicable), and the waiting period is completed.

Project Overview

- ♣ Clear and concise project description provided.
- ♣ The number of individuals with paralysis to be served is stated and justified.
- ♣ Project goals and activities are well-defined.
- ♣ The timeline includes major milestones and the responsible staff.

Evaluation and Sustainability

- ♣ Evaluation methods and outcome measures are explained.
- ♣ Anticipated barriers and mitigation strategies are described.
- ♣ Sustainability plan outlined for post-grant continuation.

Budget

- ♣ The budget form was uploaded with all line items filled for the project timeline for the grant (12 months)
- ♣ Vendor quotes included
- ♣ The budget narrative explains costs clearly.
- ♣ Indirect cost rate justified if above 15% (if used).

Final Review

- ♣ All questions completed in full.
- ♣ Character limits observed (where applicable).
- ♣ The application has been reviewed by a second reader (optional but recommended).

Proposal Description

Paralysis-Focus*

The Christopher & Dana Reeve Foundation is paralysis-focused. As such, Quality of Life grant funding must be targeted to initiatives that will serve individuals living with paralysis, their families, and caregivers.

Paralysis is defined functionally, as: "difficulty and/or inability to use arms and/or legs due to neurological conditions including but not limited to spinal cord injury, traumatic brain injury, stroke, cerebral palsy, multiple sclerosis, ALS, etc."

Answer "yes" or "no" to confirm the statement below:

We confirm that the proposed project will serve individuals living with paralysis, their families and their caregivers.

Yes

Project Name*

Knox Outdoors for All

Project description*

Provide a simple and brief description of the proposed project, which includes **WHY** (project need), **WHO** (beneficiaries), **WHAT** (activities, offerings), and **AMOUNT** (of Reeve funding requested) for your project. Keep it simple, as other specific project components like timeline, goals, impact, etc., are covered under different sections of the application.

***For example,** We operate a community center which houses an adaptive fitness center that is frequented by 72 people living with paralysis every week. All services offered through the community center, including the use of the fitness center, are free of cost for all. There is no other adaptive fitness center within a 50-mile radius. The existing adaptive fitness equipment has outlived its useful life and needs to be replaced. We are requesting $24,999 to purchase one WheelChair Fitness Solution Exercise System and two Spirit CR900 Recumbent Bikes (vendor quotes attached).*

Knox County Parks and Recreation seeks $24,999 from the Christopher & Dana Reeve Foundation to launch Knox Outdoors for All, an initiative designed to make the county's extensive park and trail network more accessible to individuals living with paralysis. Funding will provide four Extreme Motus All-Terrain Wheelchairs for public use, expanding access to outdoor spaces that have traditionally been difficult or impossible for those with mobility limitations to enjoy.

Knox County serves over 480,000 residents and offers hundreds of miles of greenways, trails, and open spaces. Yet, despite its strong recreation infrastructure, many residents with paralysis face barriers due to steep grades, uneven surfaces, and limited accessible pathways. This project directly addresses that gap by providing adaptive equipment that allows users to experience nature alongside their families, friends, and caregivers.

The Extreme Motus All-Terrain Wheelchair is engineered for safe, assisted navigation on challenging terrain including dirt, gravel, sand, and grass. With features like a low center of gravity, rear braking system, and wide all-terrain wheels, it enables inclusive participation in outdoor recreation and community programs.

The beneficiaries of this project will include individuals living with paralysis, their caregivers, and family members—creating opportunities for independence, recreation, and shared experiences that strengthen emotional and physical well-being.

By integrating these chairs into existing recreation programming, Knox Outdoors for All will set a model for accessibility throughout Tennessee, advancing Knox County's mission to ensure that every resident—regardless of mobility—can connect with the outdoors and their community.

Project type*

Select one project type that most closely fits your proposed project from the list below.

Durable Medical Equipment

Independent living and community integration*

Describe how this project will increase independent living for people living with paralysis, and support integration into the physical, cultural, and spiritual communities in which they live.

The Knox Outdoors for All project will significantly enhance independent living and community participation for individuals living with paralysis by removing long-standing barriers to outdoor access. By introducing adaptive all-terrain wheelchairs into Knox County's recreation network, residents with paralysis will gain the ability to safely experience trails, greenways, and open spaces that were previously inaccessible.

Outdoor access is more than recreation—it's a foundation for health, independence, and belonging. Many individuals with paralysis are excluded from nature-based activities that promote physical wellness, emotional balance, and community connection. With this program, participants will be able to join family walks, attend community events, explore nature preserves, and engage in recreational therapy—all in environments that support inclusion rather than limitation.

The Extreme Motus All-Terrain Wheelchairs are designed to provide both physical freedom and social integration. Their versatile design allows users to travel with friends, caregivers, and community groups without needing specialized transportation or infrastructure. This shared experience builds confidence, encourages self-determination, and reduces social isolation—key components of independent living.

By incorporating these adaptive chairs into Knox County's broader parks and recreation programs, the project will help bridge the gap between ability and opportunity, ensuring that people living with paralysis can participate fully in the cultural and community life that defines the region.

Project Goals - Proposed*

Provide at least one major goal of the project as well as a description of what you plan to accomplish.

The primary goal of Knox Outdoors for All is to expand equitable access to outdoor recreation for individuals living with paralysis by providing adaptive all-terrain wheelchairs through Knox County Parks and Recreation.

This project aims to accomplish the following objectives:

Increase Accessibility: Introduce four Extreme Motus All-Terrain Wheelchairs available for community use, allowing residents with paralysis to safely explore trails, parks, and open spaces that were previously inaccessible.

Promote Inclusive Recreation: Integrate the chairs into county programming, such as guided hikes, nature outings, and family recreation events, ensuring that people of all abilities can participate together.

Foster Independence and Well-Being: Empower individuals with paralysis to engage more fully in outdoor activities that promote physical health, social connection, and emotional resilience.

Build a Sustainable Model for Inclusion: Use this initiative as a foundation for long-term accessibility planning, with data and participant feedback guiding future adaptive recreation investments across Knox County.

By establishing a structured and visible adaptive recreation program, Knox Outdoors for All will demonstrate Knox County's commitment to ensuring that every resident—regardless of mobility—has the opportunity to experience the physical, cultural, and social benefits of outdoor engagement.

Will your project take longer than 12 months to complete?*

Please note that for your Direct Effect application to be eligible, project timeline and expenditures must be able to be completed within the 12-month grant period.

No

Timeline, activities and benchmarks*

Project activities and benchmarks must incorporate the entire project timeline; there should be no long-term gaps in activities. Provide a project timeline to include major project activities with proposed start dates, benchmarks, and end dates (from January 2026 to December 2026).

January–March 2026 – Project Launch and Coordination

Finalize procurement of four Extreme Motus All-Terrain Wheelchairs.

Conduct staff training sessions for Knox County Parks and Recreation employees on chair operation, safety, and maintenance.

Identify initial sites for implementation within the county's trail and park system.

April–June 2026 – Community Rollout and Awareness Campaign

Publicly launch the Knox Outdoors for All program through a press release, community events, and social media announcements.

Partner with local disability organizations, rehabilitation centers, and veteran groups to recruit participants and raise awareness.

Begin collecting baseline data on participation and user feedback.

July–September 2026 – Program Expansion and Evaluation

Integrate the adaptive chairs into community recreation programming, including nature walks, outdoor festivals, and wellness initiatives.

Conduct mid-year evaluation to assess accessibility improvements, user satisfaction, and program reach.

Adjust outreach strategies to ensure broad engagement and equitable access.

October–December 2026 – Impact Measurement and Sustainability Planning

Complete year-end usage reports summarizing number of users, frequency of use, and overall program outcomes.

Gather testimonials and stories from participants and caregivers to highlight community impact.

Develop a long-term plan to expand the adaptive recreation program through local funding, sponsorships, and grant opportunities.

By the end of 2026, Knox Outdoors for All will have established a sustainable, countywide model for inclusive outdoor access that empowers individuals living with paralysis and sets the stage for continued growth across Tennessee.

Expected impact*

Describe the extent to which the proposed project/program is likely to have a significant, direct impact on the target population. What difference will the proposed project/program make in the lives of individuals living with paralysis and their families?

The Knox Outdoors for All project will have a transformative impact on individuals living with paralysis and their families by expanding access to the restorative, social, and physical benefits of outdoor recreation. For many residents, the ability to independently navigate natural spaces remains out of reach due to uneven terrain, distance, and lack of adaptive equipment. By introducing four Extreme Motus All-Terrain Wheelchairs into the Knox County Parks and Recreation system, this project will remove those barriers and redefine what participation looks like for individuals with mobility impairments.

The project will create direct, measurable outcomes in three core areas:

Enhanced Physical Access and Independence:
Participants will experience increased mobility and confidence as they explore parks, trails, and greenways that were previously inaccessible. The chairs' all-terrain design allows users to safely traverse grass, gravel, sand, and dirt paths, providing a level of autonomy not possible with traditional mobility devices.

Improved Social and Emotional Well-Being:
Families and caregivers will be able to share outdoor experiences together, fostering deeper emotional bonds and reducing social isolation. By enabling inclusive family outings and group participation, the program enhances both physical and mental health for individuals living with paralysis and their loved ones.

Long-Term Community Inclusion:

Knox County's adaptive recreation program will demonstrate a sustainable model of accessibility, helping to shift local culture toward greater inclusion. The visibility of this program will inspire partnerships with schools, healthcare providers, and community organizations, amplifying awareness and engagement across the region.

Ultimately, Knox Outdoors for All will empower participants to reclaim access to the outdoors—promoting self-determination, belonging, and a renewed sense of possibility.

Impact - # of Individuals with Paralysis - Proposed*

How many people living with paralysis will be served by this project/program during the project period?

40

Impact - individuals living with paralysis*

Indicate how you arrived at this figure and the data sources used.

The estimate of approximately 40 individuals with paralysis served during the first project period is based on demographic data, comparable program benchmarks, and Knox County's population profile.

According to the U.S. Census Bureau (2024), Knox County has a population of roughly 495,000 residents. National data from the Christopher & Dana Reeve Foundation's Paralysis Prevalence Study (2013) indicates that about 1.7% of Americans live with some form of paralysis, resulting from conditions such as spinal cord injury, multiple sclerosis, cerebral palsy, or stroke. Applying this percentage locally suggests that approximately 8,400 Knox County residents experience some form of paralysis.

Given that the Knox Outdoors for All project will initially include Four Extreme Motus All-Terrain Wheelchairs, the estimated reach of 40 individuals reflects a conservative projection for the first year of implementation. This figure accounts for logistical factors such as training, scheduling, and location access, as well as comparable adoption rates from other adaptive outdoor programs in their first year (e.g., Utah State Parks and Nebraska State Parks, which reached 30–50 unique users during early program phases).

In addition to direct individual users, many participants will experience multiple outings across the year—on nature trails, at community events, and during family recreation—leading to a broader cumulative impact through repeated engagement and increased awareness among the disability community.

Is this project geared towards Veterans?*

No

If Yes, How many of the participants are veterans living with paralysis?

Impact - # of Caregivers / Family Members of Individuals with Paralysis - Proposed*

How many caregivers or family members of those living with paralysis will be served by this project/program during the project period?

80

Impact - caregivers and family members of those living with paralysis*

Indicate how you arrived at this figure and the data sources used.

The estimate of approximately 80 caregivers and family members served during the project period is based on both local demographics and participation data from comparable adaptive recreation initiatives.

Each individual using an Extreme Motus All-Terrain Wheelchair typically requires or prefers accompaniment by one to two caregivers, friends, or family members for assistance and companionship. This ratio has been consistently observed in other outdoor accessibility programs, including those operated by Utah State Parks, Nebraska State Parks, and several adaptive recreation nonprofits partnered with Extreme Motus.

For Knox County, where roughly 8,400 residents live with some form of paralysis (based on Reeve Foundation and U.S. Census Bureau estimates), the projected 40 direct participants will likely bring 80 accompanying caregivers or family members into the experience. These companions play a vital role in facilitating safe mobility, emotional support, and inclusion during outdoor recreation.

Beyond direct use, this project is expected to foster ripple effects within the broader family network—helping caregivers gain confidence in facilitating outdoor activities, encouraging shared participation in community events, and reducing the emotional and physical strain often associated with traditional mobility limitations. By enabling shared outdoor access, Knox Outdoors for All will enhance both independence for participants and quality of life for their loved ones.

Age group of participants*

Check the following age group(s) or intended participants in your proposed project. *Please check all that apply.*

0 - 4 years old
5 - 12 years old
13 - 18 years old
19 - 24 years old
25 - 45 years old
46 - 60 years old
61 - 90 years old

Outreach*

Describe how you will reach the intended audience.

For example:
How will you recruit program participants?
How will you make the community aware of the project?

Knox County Parks & Recreation will take a multi-layered approach to outreach to ensure that individuals living with paralysis—and their families—are fully aware of and able to participate in the Knox Outdoors for All program.

The county will begin by leveraging existing local partnerships with community organizations, adaptive recreation groups, and rehabilitation centers in the East Tennessee region. These include connections with area hospitals, physical therapy clinics, and disability resource organizations that already serve individuals with mobility impairments. Through these partnerships, Knox County will distribute program information via flyers, newsletters, and digital communications to directly reach those most likely to benefit.

In addition, the county will coordinate with Extreme Motus, whose national marketing reach exceeds 700,000 followers across social media platforms and generates more than 140 million monthly views. This

collaboration will include shared digital content, video storytelling, and testimonials that highlight real users experiencing outdoor recreation in East Tennessee. These efforts have consistently generated national engagement and have proven successful in other states launching similar accessibility initiatives.

To engage the broader public, Knox County will issue press releases to local and regional news outlets, showcasing the program's role in advancing accessibility and inclusivity in the community. The program will also be promoted through county and city websites, social media pages, and newsletters to reach thousands of residents and community supporters.

Finally, the initiative will include public demonstrations and accessibility days at select parks to introduce the all-terrain wheelchairs to potential users, caregivers, and the public. These events will serve as both recruitment opportunities and powerful community awareness tools—underscoring the county's commitment to making outdoor recreation accessible to all residents.

Through coordinated communication, local partnerships, and national amplification via Extreme Motus, Knox Outdoors for All will ensure broad awareness, consistent participation, and long-term community engagement.

Evaluation and Project Measures - Proposed*

Describe how you will evaluate the project. How will you know if it was successful in meeting its goal(s)? List the major outputs and outcomes of your project. [See the "Guide to Establishing Evaluation Indicators" (link provided here) as well as on our website.]

The Knox Outdoors for All project will use both quantitative and qualitative evaluation methods to measure its success in expanding outdoor access for individuals with paralysis and their families. Evaluation will focus on participation rates, user satisfaction, accessibility outcomes, and broader community impact.

Key Performance Indicators (KPIs):

Utilization Data:
Knox County Parks & Recreation staff will track reservations, usage hours, and participant demographics for each of the four Extreme Motus All-Terrain Wheelchairs. This will include the number of individuals with paralysis served, repeat usage, and the number of caregivers or family members participating.

User Feedback Surveys:
Participants and their caregivers will be asked to complete post-use surveys assessing ease of use, comfort, accessibility, and overall satisfaction. Feedback will help identify successes and areas for improvement, ensuring continuous enhancement of the program.

Accessibility and Inclusion Metrics:
The county will document the number of previously inaccessible trails or recreation areas now accessible through this program, as well as the number of community events, festivals, or outdoor experiences in which the chairs are used.

Community Awareness & Engagement:
Metrics will include social media reach (shares, views, and engagement from both the Knox County and Extreme Motus campaigns), press coverage, and inquiries about program participation.

Partnership Development:
The county will track collaborations formed with hospitals, adaptive sports groups, schools, and nonprofits to measure how the program stimulates new partnerships and accessibility awareness in East Tennessee.

Evaluation Timeline:

January–March 2026: Program launch, staff training, and baseline data collection.

April–August 2026: Mid-year review of usage data and participant feedback; adjustments to outreach and scheduling.

September–December 2026: Full impact analysis, including survey summaries, media reach statistics, and a final report summarizing outcomes and recommendations for program expansion.

Success will be defined by measurable increases in outdoor access and participation for individuals with paralysis, strong satisfaction feedback from users and caregivers, and the establishment of sustained partnerships supporting inclusive recreation in Knox County.

Through these ongoing evaluation efforts, the Knox Outdoors for All initiative will demonstrate tangible improvements in accessibility, independence, and quality of life for residents living with mobility limitations.

Budget Information

Amount Requested*

Enter the amount requested from the Reeve Foundation. *($US)*

Use whole numbers only. Do not include cents, round up to the nearest dollar if appropriate (e.g., $24,958 ***not*** *$24,957.75).*

$24,999.00

Total Proposed Project Budget Amount*

Enter the total budget amount for the entire proposed project. ($US)

$88,700.00

Proposed Project Budget*

Download Budget Template. All applicants are required to submit a completed Proposed Project Budget with this application for the 12-month grant period. Applicants must use the template provided in this application.

Download Template

Complete and upload the Proposed Project Budget template ***in Excel*** using the Project Budget upload button below. Do not upload a PDF version of the Excel document.

Detailed instructions for completing the Proposed Project Budget template are discussed in this budget video tutorial.

KCPR Reeves Foundation Budget Template .xlsx

Budget Narrative*

All applicants are required to submit a budget narrative that describes in detail and provides justification for each budget line item. Applicants must use the template provided in this application. Instructions for completing the Budget Narrative are included in the template. Upload the document using the upload below.

Download Template

KCPR Reeves Foundation Budget Narrative.docx

Vendor Quotes Upload

You must provide a vendor quote for all equipment purchase requests. Upload copies of vendor quotes to support your request using the button below. All vendor quotes must be valid within 3 months of submitting this application.

*For multiple pages, please scan them into **one** document and upload.*

KCPR Reeves Foundation Extreme Motus Quote.pdf

Vendor Quote Confirmation*

We confirm that the vendor quote provided is valid within 3 months of submitting this application.

Yes

Vendor Quotes - Sales Tax*

Please note that the amount requested from the Reeve Foundation and any associated vendor quotes should not include tax. If sales tax is listed on your vendor quote but is NOT being requested from the Reeve Foundation, please confirm below.

If your vendor quote does not include sales tax or no vendor quote has been submitted, please write "N/A"

N/A

PROCUREMENT POLICY

As a requirement of the Reeve Foundation's cooperative agreement with the Administration for Community Living, the Foundation and our grantees must adhere to the Procurement Policy below:

- Purchases of supplies or services less than or equal to $10,000 may be procured using the "micro purchase" method which does not need formal procurement solicitations. All receipts are to be retained for accounting purposes.
- Purchases of $10,001 to $250,000 may be procured using the "small purchase" procurement standards. A minimum of three price quotes is required for any small purchase of services or products.
- Please note that it is ***not required*** that you provide the Reeve Foundation with three price quotes for approval of purchases over $10,000. Those should be kept for your internal records and would need to be provided upon request if needed. If you provide a price or vendor quote to the Reeve Foundation, it is understood that you have followed the policy as described above.

Project Contingency Funding*

Explain how funding requested from this Reeve Foundation grant fits with your overall project budget strategy. If other project funding is pending and subsequently denied, how will the project be funded? What happens if the Reeve Foundation is not able to support the proposed project?

The Christopher & Dana Reeve Foundation grant represents a critical component of Knox County Parks & Recreation's broader strategy to expand adaptive recreation opportunities throughout the region. The requested $15,030 will cover the purchase of three Extreme Motus All-Terrain Wheelchairs, enabling the

county to launch this accessibility initiative and establish a foundation for long-term inclusive outdoor programming.

If Reeve Foundation funding is not awarded, Knox County Parks & Recreation remains committed to implementing this project. The department will pursue a combination of alternative grant opportunities, such as the Honda USA Foundation, Craig H. Neilsen Foundation, and state-level recreation access grants, which align with the county's accessibility and community health goals. Additionally, the program will explore local fundraising partnerships with civic organizations, regional businesses, and adaptive sports groups that have demonstrated a strong interest in supporting inclusive recreation efforts.

Knox County also has the infrastructure and administrative capacity to allocate partial funding through existing parks programming budgets or in collaboration with private sponsors. With the support of Extreme Motus, whose national presence reaches more than 700,000 followers and 140 million monthly views, the county will use storytelling and awareness campaigns to attract both community donations and corporate sponsorships to sustain the initiative.

While Reeve Foundation funding would accelerate program implementation and ensure full-scale impact from the outset, Knox County's leadership and partners are prepared to pursue multiple funding channels to ensure the project's success and sustainability, reflecting a deep, long-term commitment to accessibility and inclusion in public spaces.

Organizational Information

Mission Statement*

Provide your organization's mission statement. *(Three paragraphs or less.)*

Knox County Parks and Recreation creates places to live, laugh, and play. We provide great parks, programs, and places for people to enjoy life. We provide opportunities for all people to play and improve their health. We are committed to providing diverse services and programs that promote a strong sense of community while striving to increase the social, cultural, and physical well-being of our residents and visitors. Knox County Parks & Recreation strives for our programs to be enjoyable, fun, fulfilling, safe, and rewarding for all our residents and visitors. We will continue to leverage our beautiful natural resources to provide an outdoor experience that improves health, stability, and quality of life for not only our residents but also visitors to our county as well.

Description of Organization's History and Capacity*

Briefly describe your organization's history and its capacity to do the proposed project; i.e., how long your organization has been in business; what experience and expertise your organization has in doing the proposed type of work; what makes your organization uniquely qualified to be successful in carrying out this proposed project. *(Four paragraphs or less.)*

Knox County Parks and Recreation serves the community of Knox County, TN, with a mission to enhance the quality of life through the development, maintenance, and accessibility of parks, recreational facilities, and outdoor spaces. Our department oversees more than 62 parks, greenways, and community centers, offering residents a wide range of recreational, educational, and wellness programs year-round. We have successfully implemented numerous capital improvement projects, including park renovations, trail expansions, playground upgrades, and facility enhancements. Our team has extensive experience managing public resources, coordinating with contractors, engaging the community, and ensuring that projects are completed on time and within budget. We also work closely with civic organizations and volunteers to maximize the impact of every initiative. Our department is staffed with experienced professionals, including certified parks

and recreation professionals and executives, as well as project coordinators. This multidisciplinary team brings the technical skills and leadership necessary to plan, design, and execute the proposed project. We also maintain long-standing relationships with reputable vendors and contractors who are familiar with our standards and expectations. Knox County Parks and Recreation is uniquely positioned to carry out this project due to our deep understanding of the community's recreational needs and our proven track record of delivering high-quality, inclusive public spaces. Our commitment to stewardship, equity, and long-term sustainability ensures that any improvements made through this grant will serve residents for generations to come.

Center for Independent Living Status*

Choose **one** of the answers below:

Applicant Organization is neither a CIL or an association of CILs

Total Annual Operating Budget of the Organization*

Provide your organization's total operating budget amount for the current year *($US).*

$7,395,220.00

Federal Audit Requirements*

Is your organization required to file an annual single audit?

No

Organizational Federal Expenditures*

Please indicate if your organization receives federal program funding for expenditure categories listed in the Catalog of Federal Domestic Assistance (CFDA).

No

Federal Funding Annual Total*

$0.00

Federal Funding Q1*

Did your organization receive 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Federal Funding Q2*

Did your organization receive $30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Previous Reeve Foundation requests*

Select one from the list below.

First-time applicant

Prior Reeve Foundation Grantees

If previously awarded a Reeve Foundation grant, please provide:

- the year(s) awarded,
- the amount of funds received,
- the type of grant(s) received (ex. Direct Effect, Priority Impact, etc.), and
- ***an explanation of how this request differs from past QOL grant-funded projects.***

Prior grantees - final report upload

Prior Reeve Foundation Quality of Life grantees should upload a copy of the final report for the last grant received.

Where did you learn about this grant opportunity*

Select one from the list below.

Email announcement

If other, please explain.

Supporting Documentation

Additional Materials

You may upload other supporting documents such as photographs, newspaper clippings, and flyers. Please scan into ***one*** document and upload using the button below.

Additional Supporting Materials

If you need to upload additional supporting materials, please scan into ***one*** document and upload using the upload a file button below.

Cycle Application, Review and Notification Timeline

- Cycle Opens: August 27th, 2025
- **Quality of Life Grants Information Webinar, September 9th at 3:00 p.m. Eastern time (register here)**
- Proposals Due: October 7th, 20205 11:59 p.m. Eastern Time
- External Review: October 21st - November 6th
- Internal Review: Direct Effect: December 9 -10th
- Grants awarded by December 31, 2025

Applicants are encouraged to view the Assistance Webinar on September 9th. The Webinar will be recorded and available on the website.

In adherence with our federal cooperative agreement we are unable to provide programmatic direction or comment on denied applications to organizations applying for Quality of Life grants, as providing direction/giving feedback would be providing an unfair advantage over other applicants.

Thank you for your time, interest and efforts in requesting support from the Christopher & Dana Reeve Foundation for initiatives to support the quality of life for people with paralysis, their families, and their caregivers. We look forward to reading your application and learning about your important work.

File Attachment Summary

Applicant File Uploads

- KCPR Reeves Foundation Budget Template .xlsx
- KCPR Reeves Foundation Budget Narrative.docx
- KCPR Reeves Foundation Extreme Motus Quote.pdf

Christopher & Dana Reeve Foundation - Proposed Project Budget Template

Name of Organization: Knox County Parks and Recreation — Must match application & Budget Narr

Name of Project: Etreme Motus All- Terrain Wheelchairs — Must match application & Budget Narr

Amount Requested (from Reeve Foundation) :$24,999 — Must match application & Budget Narr

Total Project Cost (Cost of the overall project):$81,200 — Must match application & Budget Narr

Itemized Budget All budget lines must have a description in the budget narrative (Word Document).			**Total Cost** (Overall Project Cost)
Personnel Costs			
List all positions by title - **Employees only**, all others are consultants/contractors.		% FTE	
Recreation Asssistants		100	$ 56,160
			$ -
			$ -
Personnel Subtotal			**$ 56,160**
Consultants/Contractors			
Name of Consultant/Contractor (person or company) and a one-sentence description of services.			
			$ -
			$ -
			$ -
Consultants/Contractors Subtotal			**$ -**
Equipment Costs			
Vendor quotes are required and must match itemized cost. Itemize equipment with description, unit cost, quantity as well as discounts, shipping, freight if applicable. ***Do not include tax.***	Cost per Unit	QTY	
Extreme Motus All-Terrain Wheelchair	4500	4	$ 18,000
Shipping	375	2	$ 1,500
5 Point Harness	135	4	$ 540
Equipment Subtotal			**$ 20,040**
Supplies (Misc. items other than equipment)			
Itemize and provide description of supplies (indicate below if vendor quote is attached to support request) - food, water, t-shirts, gift bags or gift cards are NOT allowed.	Cost per Unit	QTY	
Customized Tent/Booth	2000	1	$ 2,000
Ipad	1000	2	$ 2,000
Signage	100	10	$ 1,000
Supplies Subtotal			**$ 5,000**
Travel			

Type of travel and one-sentence description of purpose. Direct reimbursement to participants is NOT allowed.	# of trips	# of travelers	
Airfare (max $500 per person per round trip)			$ -
Train (max $275 per person per round trip)			$ -
Hotel (max $250 per night) :			$ -
Mileage (.70 cents per mile)			$ -
Travel Subtotal			**$ -**
Other Costs			
Item (goods or services) and a one-sentence description of purpose. Maximum allowable indirect cost without NICRA (Negotiated Indirect Cost Rate Agreement) is 15% of direct expense requested.			
			$ -
			$ -
			$ -
Other Costs Subtotal			**$ -**
TOTAL COSTS			**$ 81,200**

% of amount requested based on total project cost			
Funding gap amount (difference between total project cost and amount requested)			$ -
Funding gap %			0%

Explain the funding gap amount: Itemize amount based on funding source and status (committed vs pending)	**$ -**		**Amount Committed**
Internal Funds			$ -
Individuals			$ -
Foundations			$ -
Corporations			$ -
Government - Federal			$ -
Government - State			$ -
Other (specify)			$ -
TOTAL (Funding gap - explained)	**$ -**		**$ -**
TOTAL (Funding gap - unexplained)	**$ -**		

rative (Word Document)

rative (Word Document)

rative (Word Document)

rative (Word Document)

Requested Amount (from Reeve Foundation)
$ 56,160
$ -
$ -
$ 56,160
$ -
$ -
$ -
$ -
$ 18,000
$ 1,500
$ 540
$ 20,040
$ 2,000
$ 2,000
$ 1,000
$ 5,000

$	-
$	-
$	-
$	-
$	**-**
$	-
$	-
$	-
$	**-**
$	**81,200**

100%

Amount Pending	
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	**-**

Christopher & Dana Reeve Foundation

Quality of Life Grants Program
Budget Narrative Requirements

Name of Organization: Knox County Parks and Recreation
Name of Project: Knox Outdoors for All
Amount Requested: $24,999
Total Project Budget: $81,200

The budget narrative must include a description and justification of each budget category and line item presented in your proposed budget. All expenses listed on the budget template should clearly match the items listed in this narrative.

Your budget narrative should detail:

Personnel Costs – List each position that pertains to the project. Provide a brief explanation of each role, how the work of the position will support the purpose and goals of the overall project, and the percent of time committed to the project. Indicate the source of other salary supports if relevant.

Knox County Parks and Recreation would like to request 4 recreation assistants to issue 4 Extreme Motus all-terrain wheelchairs at two of our busiest trails (IC King Park in South Knoxville and Concord Park in West Knoxville) on the weekends Friday – Sunday for 6 hours each day, 52 weekends out of the year. This will allow full access to our most frequented trails in our parks system. The four Recreation Assistants will be trained and supervised by a Certified Recreation Therapist and our ADA Coordinator. We pay our recreation assistants $15 and hour, which is competitive for part time wages in the area. The cost for the four Recreation Assistants to staff and allow for this addition to our programming is $56,160 per year.

Fringe – Fringe benefits are based on the applicant's established formula and are only for the percentage of time devoted to the project. It is important to explain what is included in the benefits package and at what percentage. These costs should only include the fringe costs of the organization's staff and not those of contractors or other third parties.

n/a

Equipment – Provide an explanation of each of the equipment expenses, the quantity to be purchased, and the cost per item. Explain how the equipment is necessary for the success of the project and the procurement method to be used.

Four Extreme Motus all-terrain wheelchairs for use at two of our most popular trails in the area. Each Extreme Motus all-terrain wheelchair can handle grass, dirt, sand, mud, snow and it floats. We are requesting funds to purchase 4 (2 at each location). The project and programming cannot exist without the purchase of all –terrain wheelchairs to provide and inclusive trail experience to all. The cost for each Extreme Motus is $4500, the 5-point harnesses are $135 each and the the cost for shipping is $375 each wheelchair. The total cost for equipment is $20,040.

Consultants/Contractors - Describe the product or services to be provided by the consultant and an estimate of or detailing the exact cost, as well as how their use will support the purpose and goals of the project.

n/a

Supplies - List expendable items by type, the quantity to be used/purchased, and cost per item. Explain the need and relevance to the project.

The supplies requested to be funded are for advertising including but not limited to flyers, handouts and with location information, dates and times. Supplies will also include wheelchair availability signage, iPad to connect to recreation software and booth/tent purchase and customization. The total cost for supplies should only be $5000. This includes signage, custom booth and advertising.

Travel – Explain the reason for travel expenses for project personnel (e.g., staff to training, client interviews, meetings, etc.). Identify all costs involved, as well as the location of travel.

n/a

Other Costs – Enter a description of each budgeted cost item that does not appropriately fit in the above categories. Explain the need for each item, how it will further the objectives of the project, and how the cost estimation was determined.

n/a

Administrative or Indirect Costs – A de minimis indirect cost rate of no more than 15% is allowable. However, if your organization has a Negotiated Federal Indirect Cost Rate Agreement (NICRA) you may include indirect costs at the federally negotiated rate. Please note that a copy of your current NICRA will be required if your application is approved for funding.

n/a

If you include an indirect costs budget line, you may not include overhead costs such as rent, utilities, personnel, supplies, etc., if they are included in the direct cost budget line items above.

Indicate the percentage and total amount of indirect costs requested, noting the federally negotiated rate if applicable.

QUOTE

Valid until Nov 6, 2025

$20,040.00

Extreme Motus
78 E 100 S
Payson, Utah 84651
United States
+1 801-683-9191
ryan@extrememotus.com

QUOTE NUMBER	QT-GJBRT7ZC-0001-2
ISSUE DATE	Oct 7, 2025
EXPIRATION DATE	Nov 6, 2025

QUOTE FOR
Knox County Tennessee
Katie.Huneycutt@knoxcounty.org

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Extreme Motus X3	4	$4,500.00	$18,000.00
5 Point Harness	4	$135.00	$540.00
Shipping	4	$375.00	$1,500.00
	Subtotal		$20,040.00
	Total		$20,040.00

Knox County Parks and Recreation

2447 Sutherland Ave, Knoxville, TN 37919

Requests

Search

Date	Process	Project	Type	Status	Granted	Paid
12/19/2025	2025 Direct Effect 2nd Cycle	Knox Outdoors for All	One Time	Follow Up Submitted	$23,000.00	$0.00
				Total	$23,000.00	$0.00

RLA-18036 **R-26-1-110**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Jill Rosberg, LAW DEPARTMENT

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, reappointing Commissioners Adam Thompson and Larsen Jay and appointing _____ (farmer) and _____ (farm woman) to the Agricultural Extension Committee. (Terms expire December 31, 2027)
(Commissioner Oster)

Attachments

Resolution

Resumes

Public Notice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REAPPOINTING COMMISSIONERS ADAM THOMPSON AND LARSEN JAY AND APPOINTING _____(FARMER) AND _____(FARM WOMAN) TO THE AGRICULTURAL EXTENSION COMMITTEE. (TERMS EXPIRE DECEMBER 31, 2027)

RESOLUTION: **R-26-1-110**

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, requiring an agricultural extension committee to be elected by the Knox County Commission (the "Commission"); and

WHEREAS, the terms of Melanie Harris, Richard Neal, Commissioner Adam Thompson, and Commissioner Larsen Jay on the Agricultural Extension Committee expired on December 31, 2025; and

WHEREAS, the Commission conducted an open and transparent process for the purpose of filling the vacancies of farmer and farm woman, including publishing notice of the vacancies in a newspaper of general circulation and interviewing candidates at a duly noticed public meeting; 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 Commissioner Adam Thompson and Commissioner Larsen Jay and appoints _____ to serve as farm woman and _____ to serve as farmer on the Agricultural Extension Committee, each to serve a two (2) year term expiring December 31, 2027.

BE IT FURTHER RESOLVED, in the event a County Commissioner appointed or reappointed 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**

AG EXTENSION APPOINTMENTS

January 2026

(2 seats available for one Farmer & one Farm Woman)

(Terms expire December 31, 2027)

Farm Woman

1. Emily Brewer
2. Karen Walkup
3. Pamela Stoutt

Farmer

4. Lee Iglehart

Drucilla Stills

From: Emily Brewer [redacted]
Sent: Thursday, January 8, 2026 12:58 PM
To: Commission
Subject: [External]Resume for Knox County Agricultural Extension Committee Appointment
Attachments: Resume 1-8-26.docx

Dear Members of the County Agricultural Committee,

I am writing to submit my resume for consideration for appointment to the County Agricultural Committee.

Through my academic background in Agricultural Leadership, Education, and Communications, I have developed a strong familiarity with Extension programs and the land-grant mission. I have firsthand experience utilizing Extension resources and working within Extension-supported initiatives. Additionally, I have a wide variety of agricultural experience accumulated over the past 10 years that I believe will offer valuable insight to the committee. I currently serve as Community Gardens Manager for the Knox County Community Gardens and Growers Alliance, a non-profit committed to fighting food insecurity in Knox County.

I am very interested in contributing my perspective, experience, and commitment to supporting Extension programming that serves the needs of our county. Thank you for your time and consideration, and I would welcome the opportunity to discuss my interest further.

Best regards,

Emily Brewer

>>>CAUTION<<<
This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.

RECEIVED
JAN 08 2026
KNOX COUNTY
COMMISSION

EMILY BREWER

[redacted]

WORK EXPERIENCE

KNOX COUNTY COMMUNITY GARDEN AND GROWERS' ALLIANCE
2425 Martin Luther King Jr. Blvd, Knoxville, TN, 37914
March 2025-Current
Community Gardens Manager

Garden Planning and Maintenance

- Develop and implement seasonal planting schedules and maintenance plans.
- Oversee the implementation of those plans, including, but not limited to, planting, cultivation, management, maintenance, harvesting, and distribution.
- Monitor soil health, irrigation systems, and pest control measures to ensure optimal plant growth and production.
- Ensure all garden spaces are maintained to a high aesthetic and productive standard, including pathways, lawns, and structures.
- Monitor, document, and report on all activities to the CEO and Chair.
- Effectively promote the mission and vision of the Alliance with respectful and responsible conduct that represents the goals and values of the program.

Team Management

- Lead, supervise, manage, and train gardeners and volunteers.
- Delegate tasks, set priorities, and monitor performance to achieve objectives.
- Foster a safe and collaborative working environment.

Budget and Resource Management

- Develop and oversee budgets for garden maintenance and development.
- Source and procure plants, equipment, soil, lumber, water, fencing, and materials.
- Maintain inventory and track expenses pursuant to the Budget to ensure cost efficiency.
- Manage, develop, and ensure accurate, regular data collection and reporting.

Stakeholder Engagement

- Collaborate and connect with community partners, members of the Alliance, property owners, and other organizations who support the mission and goals of the garden and the Alliance.
- Organize and lead tours, workshops, or events in the gardens.
- Handle public or visitor inquiries and promote awareness of the gardens and Alliance's significance.

NATURE'S WAY MONTESSORI SCHOOL
4710 Murphy Rd, Knoxville, TN
July 2022-June 2025

RECEIVED
JAN 08 2026
KNOX COUNTY
COMMISSION

Farm Manager and Educator

- Working with the Adolescent Community to identify daily farm tasks and execute them based on priority
- Maximizing and streamlining garden production
- Connecting curriculum to garden or farming activities in a creative and relatable way
- Communicating and coordinating with staff, parents, students, and volunteers about progress, updates, material or resource needs, etc.
- Supervising and organizing harvest and sale of garden produce, flowers and crafts at the weekly Adolescent Community market and other school events
- Assisting the students in managing the AC Microeconomy as profits, proposals and purchases pertain to the farm
- Engaging other communities at the school with the farm and consulting teachers on how to use their space
- Managing maintenance of chickens and beehives
- Developing and maintaining the farm budget
- Planning and executing fundraisers and other events for and at the Farm

PERSONAL GARDENER FOR RESIDENTIAL PROPERTIES
Knoxville, TN
Spring 2019- Current

- Assessing the unique needs of each property and communicating them with the client in a clear and relatable manner
- Setting and executing goals for temporary and permanent jobs
- Garrden Maintenance: weeding, planting, cultivating, sowing, pruning, weedeating, etc.
- Working with each client's vision to offer realistic options to improve the beauty and functionality of their space while working with the ecosystem
- Recommending plants to incorporate or invasive species to be eliminated

BLACKBERRY FARM
Walland, TN
June 2014–June 2020
Agricultural Technician

- In charge of leading projects for the garden in the absence of my manager
- Performing daily gardening tasks that rely strictly on organic methods- extremely labor intensive
- Involved in daily communication with the chefs to provide desired produce
- Share information on variety, quality, and production levels of our plants with the chefs and plan for future seasons.
- Utilizing a variety of organic weed prevention techniques
- Incorporating a variety of organic fertilizers and methods to improve soil quality (i.e. brewing and applying compost tea)
- Ability to communicate our gardening philosophy and provide knowledge to guests and training to volunteers

- Leading garden tours and activities with children visiting the gardens

INNOVATIVE GARDEN AND HYDROPONIC SUPPLY
3308 Old Knoxville Hwy, Rockford, TN
Fall 2016- August 2022, Part-time
Sales and Hydroponics Technician

- Problem solving with customers about a wide range of outdoor gardening issues, including: biological insect management, ecologically sound methods of weed control, planting and sowing strategies (i.e. succession planting, companion planting), offering suggestions on plants for specific landscapes and locations, discussing seasonality, zone and planting dates, recommending organic fertilizers and compost techniques, etc.
- Assessing and diagnosing customer problems related to indoor gardening, including: discussing fundamentals of hydroponic growing, different types of hydroponic systems and their function, insect control including Integrated Pest Management, nutrient recommendations, etc.
- Offering recommendations for type of packaged soil or amendment product in relation to intended growing purpose
- Taking inventory, stocking, and checking customers out efficiently with a positive attitude
- Consistently pursuing and implementing new growing experiences and opportunities to have on on display on the premises

EDUCATION

Brownsburg High School, Brownsburg, IN
High School Diploma, May 2008

Pellissippi State Community College, Knoxville, TN
Graduated 2017, Associate's Degree

University of Tennessee Knoxville
Agricultural Leadership, Education, and Communications Major
Currently enrolled, Senior

VOLUNTEER WORK

Co- Founder and Organizer at the Groundswell Collective
1512 Magnolia Ave, Aug 2011- Feb 2014 (now closed)

- Responsible for initial start-up to use collective space in an urban environment as a community garden
- In charge of overall garden maintenance
- Responsible for community outreach and the promotion of food production in an urban "food desert"
- Led volunteer recruitment and education programs
- Helped plan and schedule events and fundraisers

- Volunteered up to 20 hours a week for gardening projects and other events.
- Heavily involved in all decision-making and the coordination of the community garden

Native Plant Rescue Squad
Knoxville Botanical Gardens, Spring 2018

- Help with transplanting, potting, and clean-up 1-2 days a week

REFERENCES:

Professional:
Caesar Stair, Board Chair, Knox County Community Gardens and Growers Alliance, [redacted]
Mike Washburn, Garden Manager at Blackberry Farm, [redacted]
Andrea Rzad, Owner of Innovative Garden and Hydroponic Supply, [redacted]
Ami Connoly, Client, [redacted]

Personal:
Emily Lovelace, Co-Founder and Organizer at the Groundswell Collective, [redacted]

Drucilla Stills

From: Fox, Lynnsey [redacted]
Sent: Friday, January 9, 2026 3:39 PM
To: Drucilla Stills; Denton, Wesley
Cc: Jill Rosberg; Denton, Wesley; Rumble, Lee
Subject: [External]RE: Agricultural Extension Committee
Attachments: Karen Walkup Ag Committee Resume- Interest Letter.docx

Hi Drucilla!

We have the resume/interest letter for a Farm Woman that we have recommended to serve on the Ag Committee. Please see attached and let me know if you have any questions or need any additional information.

Thank you,

Lynnsey Fox

Administrative Support Assistant II
Suite 560, City County Building, 400 W. Main Street
Knoxville, TN 37902

865-215-2340 Office
lynnseyfox@utk.edu | knox.tennessee.edu

UTEXTENSION
INSTITUTE OF AGRICULTURE
THE UNIVERSITY OF TENNESSEE

TSU COOPERATIVE EXTENSION
COLLEGE OF AGRICULTURE
TENNESSEE STATE UNIVERSITY

French Broad River Farm is a family-owned farm rooted in land first purchased in 1984. Originally pastureland that had not been well managed, the 26-acre property has been carefully restored and reimagined over the decades by a family committed to living and working the land together. In 2021, the family officially established French Broad River Farm, blending stewardship, research, and hands on farming to create a sustainable and diversified agricultural operation in East Tennessee.

Working closely with the University of Tennessee Extension Service, the farm has focused on research particularly in the cultivation of lavender suited for Zone 7a. Careful attention has been given to soil composition, drainage, and sunlight to ensure healthy, productive plants. In 2023, the addition of a greenhouse expanded the farm's capabilities, allowing for the propagation of lavender and other perennials, as well as the production of seasonal garden vegetables. From these efforts, the farm creates a variety of products using lavender oil and dried lavender buds, all grown and processed on site.

Beyond crops, French Broad River Farm embraces full use of its natural resources. Fallen trees from the property are milled into custom solid hardwood charcuterie boards, adding a unique artisanal offering that reflects the farm's commitment to sustainability and craftsmanship. Today, the farm shares its products with the community through local festivals and a South Knoxville retailer, Farm South, offering customers a direct connection to the land, the family, and the thoughtful care behind every product.

I would be honored to serve on the UT Ag committee for this coming year.

Thank you,
Karen Walkup

French Broad River Farm
Mike and Karen Walkup
Owners
[redacted]

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JAN 09 2026
KNOX COUNTY
COMMISSION

Drucilla Stills

From: Pamela Stoutt [redacted]
Sent: Friday, January 9, 2026 1:40 PM
To: Commission
Subject: [External]Resume
Attachments: stoutt resume.docx; stoutt resume.docx

Dear Commissioner Oster/Madam Chair:

Please find attached a copy of my resume to be considered for the Knox County Agriculture Extension Committee farm woman position. I understand that this is a two year commitment and would be appreciative to be considered for this position.

Please let me know if you have any questions regarding my resume for this position. Thank you for your time and consideration for this great opportunity to serve our community.

Happy Farming,

Pamela Stoutt - Chair
Knox County Farm Bureau
Women's Group
[redacted]

This email message, and any documents which may accompany it, contain information which is intended for use only by the intended recipient(s), and may contain information that is privileged and/or confidential. If you are not the intended recipient of this message you are hereby notified that any review, disclosure, dissemination, distribution, copy or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender by reply email, delete the email from your computer and destroy all copies of the communication and any attachments.

>>>CAUTION<<<
This message originates outside of the Knox County email system. Use caution if this message contains attachments, links or requests for information.

Pamela Stoutt

[redacted] | [redacted] | [redacted]

Objective

To obtain a position within the Knox County community where I can be more effective in advocating, educating and communicating on agriculture. To effectively educate our community on where their food, fiber, forestry and fuel come from while being a valuable asset to those desiring to learn and experience agriculture more effectively.

Education

Pellissippi State
Associate Degree
Business Management
June 1992

Pellissippi State
Certificate Program
Supervision
June 1992

Rockhurst University
Continuing Education
Accounts Receivable and
Accounts Payable
October 2003

Lee University
Leadership Classes
2015

Carter High School
Strawberry Plains, TN
May 1988

Experience

Chair
Knox County Farm Bureau Women's Group – Knoxville, TN
May 2016 – Current

- Advocate, communicate and educate about agriculture
- Prepare and conduct monthly meetings to serve the community and members in agriculture
- Advocate with lawmakers and farmers on issues that affect agriculture and local farmers. Prepare and conduct barn events where the community can have one on one time with elected officials to work on agriculture related issues
- Educate the community and children on agriculture while conducting educational seminars, classroom activities and educational farm tours. Involved in career days, STEM days, literacy nights, work with 4H, FFA, Farmer's Markets and more.
- Communicating with the public and agriculture members about what is happening within agriculture, Farm Bureau and with education in agriculture
- Prepare and host a Farm Day event at Chilhowee Park for over 1200 elementary county students

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JAN 09 2026
KNOX COUNTY
COMMISSION

Awards & acknowledgments

2025 – 2026
Inaugural Member – TAFLP
Tennessee Agriculture and
Forestry Leadership Program

2022, 2023, 2024 and 2025
Friend of FAACT Award

Board Member
County Secretary
Knox County Farm Bureau

Board Member
Tennessee Valley Fair

Board Member
TEAM – Knoxville

Advisory Board Member
TN Ag In the Classroom

2025-2026
Advisory Board – Agriculture
865 Academy Halls High
School

2023 TN Farm Bureau County
Awards of Excellence Program
Winner

2020 WATE Knox County
Hometown Hero

2000 Employee of the Year
Time Controls, Inc.

1999 Exceptional Customer
Service Award

4H Alumni

Volunteer Chaplain
Select Hospital

RUS Hub Manager
Star Construction LLC – Knoxville, TN
March 2011 – July 2014

- Managed and team of 10 – 15 employees who prepared and processed payroll for 30 plus employees while preparing billing for several rural telephone coops in nine different states
- Processed billing and payroll responsibilities, resolving billing and payroll discrepancies, ensuring accuracy in financial reporting by verifying data, preparing reports for management while maintaining administrative tasks and meticulous records.
- Responsible for collecting and verifying employee hours to process payroll and billing while ensuring compliance, maintaining confidential records and resolving discrepancies for employees, management and customers

Payroll/HR Manager
Sequoyah Limited LLC – Knoxville, TN
September 2006 – October 2009

- Processed and prepared payroll on a weekly basis for 75 to 110 employees
- Prepared payroll taxes, updated employee records, resolved discrepancies, all while maintaining confidentiality and compliance with regulations
- Conducted recruiting and hiring of new employees while maintaining a healthy and safe work environment
- Created health insurance plans and negotiated with providers while keeping employees aware of benefits
- Managed vacation time, sick days and maternity leave
- Handled discipline and termination

Collection Specialist
Metron North America – Knoxville, TN
July 2003 – September 2006

- Conducted all duties of collections from daily calls to letter mail outs, placed accounts in third party collections while preparing monthly reports
- In 2003, doubled currency rate from 37% to 75% while making 9767 calls to an average of 600 dealers and collected $3.5 million

- In 2004, currency rate increased from 75% to 90% while making 8673 calls to an average of 800 dealers and collected $7.5 million

Director of Corporate Finance
Time Controls, Inc. – Knoxville, TN
August 1998 – March 2002

- Conducted all accounting activities that included accounts receivable, accounts payable, general ledger, bank reconciliations, financial reports and project accounting, Coordinated and implemented Solomon accounting software
- Prepared monthly sales tax returns for two locations
- Coordinated audit of physical inventory monthly
- Daily collections of customer accounts. Achieved largest percentage of collection dollars that company ever experienced within a four-month period

Marketing Director
Homewood Residence at Halls | Knoxville, TN
September 1997 – August 1988

- Provided exemplary service to senior adult customer and family members during the purchase of their assisted living rooms, while exceeding quota of calls and appointments.
- Developed pamphlets of features and benefits for facility while presenting facility accommodations to various businesses across the state of Tennessee and Texas.

Administrative Assistant/Accounts Payable Admin
Pugh & Company, PC | Knoxville, TN
August 1989 – September 1997

- Performed all aspects of accounts payable duties, balanced cash receipts for both Knoxville and Gatlinburg office, prepared monthly sales tax returns
- Performed all duties for administration to Assistant Firm Administrator and IT Training Department.
- Coordinated office functions, tour while serving on social committee for the firm.

Lee Iglehart

Hartland Farm

[redacted]

Professional Summary

Experienced agricultural producer and retired business co-owner with more than 20 years of hands-on farm management in Knox County. Skilled in livestock production, forage management, apiary operations, and sustainable land stewardship. Known for progressive adoption of conservation practices, strong community engagement, and effective use of state and federal agricultural programs.

Professional Experience

Owner & Operator, Hartland Farm

Knoxville, Tennessee
2004 – Present

- Manage an 80-acre diversified farm in the Ritta Community, operating with spouse Susan Iglehart.
- Oversee beef cattle production, currently maintaining a herd of 14 cows with calves.
- Produce approximately 20 acres of hay annually for on-farm use and local distribution.
- Maintain large vegetable gardens, fruit production, and honeybee colonies.
- Co-manage three apiaries across Knox County in partnership with Andy Black.
- Conduct timber sales and implement long-term forest management practices.
- Host agricultural field days, educational tours, and community groups.

Conservation & Land Stewardship

- Implemented rotational grazing systems through USDA-NRCS and Tennessee SWCD cost-share programs.
- Installed cross-fencing, a well, and freeze-proof waterers to improve livestock health and pasture utilization.
- Established pollinator plots to enhance habitat and support apiary operations.
- Utilized TDA cost-share programs to acquire cattle-handling equipment, feeding infrastructure, and hay storage facilities.
- Committed to sustainable, regenerative practices that improve soil health, forage quality, and wildlife habitat.

Previous Experience

Co-Owner, Fountain Leasing

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COMMISSION

Knoxville, Tennessee
Retired

- Co-owned and operated a successful leasing business prior to transitioning to full-time farm management.

Additional Skills & Strengths

- Livestock husbandry
- Apiary management
- Forage and hay production
- Timber and forest management
- Conservation program implementation
- Community outreach and education
- Long-term farm planning and infrastructure development

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

NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
DEPARTMENTS, AGENCIES, AND NEWS MEDIA

FROM: COMMISSIONER GINA OSTER, MADAM CHAIR

DATE: DECEMBER 23, 2025

The Knox County Commission shall receive letters and resumés/credentials from candidates seeking an appointment to two (2) vacancies on the Knox County Agricultural Extension Committee for one (1) farmer and one (1) farm woman, each to serve a two (2) year term expiring December 31, 2027. Resumés should be submitted by mail, fax, e-mail or hand-delivered no later than ***Friday, January 9, 2026 at 4:00 pm*** to:

Office of the Knox County Commission
Suite 603, City County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission will interview candidates at the Commission Optional Agenda Review meeting on **Tuesday**, January 20, 2026 at 3:00 p.m. in the **Small Assembly Room** of the City-County Building, 400 West Main Street.

The Commission's appointment shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, January 26, 2026 at 5:00 p.m. in the **Main Assembly Room** of the City-County Building, 400 West Main Street.

RLA-18037 **R-26-1-111**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Drucilla Stills, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	Funded in Current Budget:
Appropriation Required:	

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting the resignation of Doug Lloyd (District 3) on the Knox County Board of Zoning Appeals and appointing Craig Belitz to complete the unfulfilled term of Mr. Lloyd on the Board, which term expires September 30, 2026.
(Commissioner Oster)

Attachments

Resolution
Resignation Letter - Doug Lloyd
Resume - Michael Craig Belitz
Public Notice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ACCEPTING THE RESIGNATION OF DOUG LLOYD (DISTRICT 3) ON THE KNOX COUNTY BOARD OF ZONING APPEALS AND APPOINTING CRAIG BELITZ TO COMPLETE THE UNFULFILLED TERM OF MR. LLOYD ON THE BOARD, WHICH TERM EXPIRES SEPTEMBER 30, 2026.

RESOLUTION: R-26-1-111

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, Doug Lloyd recently resigned from his seat representing the 3rd Commission District on the Knox County Board of Zoning Appeals (the "Board of Zoning Appeals"), leaving an unexpired term through September 30, 2026; and

WHEREAS, the Knox County Commission (the "Commission") conducted an open and transparent process for the purpose of filling this vacancy on the Board of Zoning Appeals, including publishing notice of the vacancy in a newspaper of general circulation and interviewing candidates at a duly noticed public meeting; and

WHEREAS, after due consideration, the Commission desires to fill this vacancy on the Board of Zoning Appeals.

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

The Knox County Commission hereby accepts the resignation of Doug Lloyd on the Knox County Board of Zoning Appeals.

BE IT FURTHER RESOLVED, that the Commission hereby appoints Craig Belitz to Seat 3 representing the 3rd Commission District on the Board of Zoning Appeals, effective immediately. Craig Belitz shall complete the unfulfilled term of Doug Lloyd, which term expires on September 30, 2026.

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

Drucilla Stills

From: gina oster <goster33333@gmail.com>
Sent: Tuesday, November 25, 2025 3:48 PM
To: Drucilla Stills
Subject: [External]Fwd: Zoning Board of Appeals

---------- Forwarded message ---------
From: **Doug Lloyd** <doug@lloydselectricservice.com>
Date: Wed, Nov 19, 2025 at 8:38 AM
Subject: Zoning Board of Appeals
To: Gina Oster <goster33333@gmail.com>

Good morning Commishner Oster
First I must say that I have enjoyed my tenure on the ZBA and I have very much, enjoyed working with you, I appreciate the confidence that you placed in me. The last four year have been an outstanding growth experience.

As you know I have been elected to Knoxville City Council in the third district, so again we will be working together, just in a different capacity.

I regret to inform you that with the additional duties that I must tender my resignation with the ZBA, effectively Thursday, November the 20th.

I hope this gives you enough notice to seat a replacement.

Thank you for your support.
Doug Lloyd
Sent from My IPad

>>>CAUTION<<<
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BOARD OF ZONING APPEALS

January 2026

(District 3)

(Terms expire September 30, 2026)

1. Michael Craig Belitz, *District 3*

**Applicant district has been verified via KGIS*

Michael Craig Belitz

Craig Belitz Construction, Inc.

Currently serving on the BBB of Greater East Tennessee
Board of Directors since 2022
Living in 3rd District for 50+ Years

Experience:

1993-Present: Craig Belitz Construction, Inc. – Sole Owner/ President
General Contractor: Commercial, Industrial and Residential
State of Tenn. Board of Licensing Contractors:
License # 34468 BC Unlimited

1979-March,1993: Drain & Belitz Construction – 50% Owner

1976-June,1979: Johnson & Galyon – Carpenter – Superintendent

1973-1976: Rentenbach Engineering Co. – Labor, Apprentice Carpenter, Superintendent Training Program

1970-1976: US Navy–2 years Active, 4 yrs Reserves, Honorably Discharged1976

Education:

1969-1970 University of Tennessee

1967-1969 Tennessee Technical University – 1968,1969,1970 Summer Jobs with Rentenback Engineering Co.

1963-1967 Bearden High School Graduate

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KNOX COUNTY
COMMISSION

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

NOTICE

TO: MEMBERS OF THE KNOX COUNTY COMMISSION
DEPARTMENTS, AGENCIES, AND NEWS MEDIA

FROM: COMMISSIONER GINA OSTER, MADAM CHAIR

DATE: DECEMBER 23, 2025

The Knox County Commission shall receive letters and resumés/credentials from candidates seeking an appointment to one (1) vacancy on the Knox County Board of Zoning Appeals for ***Commission District 3,*** to serve an unfulfilled term expiring September 30, 2026. ***Candidates must reside in Commission District 3.*** Resumés should be submitted by mail, fax, e-mail or hand-delivered no later than ***Friday, January 9, 2026 at 4:00 pm*** to:

Office of the Knox County Commission
Suite 603, City County Building
400 Main Street
Knoxville, TN 37902
Phone: 215-2534
FAX: 215-2038
E-mail: commission@knoxcounty.org

The Knox County Commission will interview candidates at the Commission Optional Agenda Review meeting on **Tuesday**, January 20, 2026 at 3:00 p.m. in the **Small Assembly Room** of the City-County Building, 400 West Main Street.

The Commission's appointment shall be considered during the regularly scheduled meeting of the Knox County Commission on Monday, January 26, 2026 at 5:00 p.m. in the **Main Assembly Room** of the City-County Building, 400 West Main Street.

RLA-18035 **R-26-1-502**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date:	01/29/2026
Requested By:	Jenny Holden, COMMUNITY DEVELOPMENT
Department:	COMMUNITY DEVELOPMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendments to Contract 23-743 with Angelic Ministries and Contract 23-747 with Volunteer Ministry Center to provide term of contract extensions. (Federally funded through HUD CDBG-CV program funds).
(Community Development)

Attachments

Resolution
Angelic Ministries Term Extension
Angelic Ministries Agreement
VMC Term Extension
VMC Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENTS TO CONTRACT 23-743 WITH ANGELIC MINISTRIES AND CONTRACT 23-747 WITH VOLUNTEER MINISTRY CENTER TO PROVIDE TERM OF CONTRACT EXTENSIONS. (FEDERALLY FUNDED THROUGH HUD CDBG-CV PROGRAM FUNDS).

RESOLUTION: **R-26-1-502**

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, by means of Resolution R-23-11-501, the Knox County Commission previously approved Contract No. 23-743 with Angelic Ministries for housing services for persons with substance abuse disorders and Contract No. 23-747 with Volunteer Ministry Center for street outreach program services for persons experiencing homelessness; and

WHEREAS, the parties desire to enter into an amendment to their respective contracts to provide for term of contract extensions, as further detailed in the attached amendments.

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

The Amendments to Contract No. 23-743 with Angelic Ministries and Contract No. 23-747 with Volunteer Ministry Center to provide for term of contract extensions 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 Amendments to Contract No. 23-743 with Angelic Ministries and Contract No. 23-747 with Volunteer Ministry Center to provide for term of contract extensions 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

AMENDMENT
CONTRACT NO 23-743

AGREEMENT BETWEEN KNOX COUNTY
AND
ANGELIC MINISTRIES

This Amendment to the Agreement by and between **KNOX COUNTY**, hereinafter referred to as the "**County"**, and **ANGELIC MINISTRIES,** a nonprofit corporation, hereinafter referred to as "**Awardee",** and which is located at 1317 North Central Street, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County and Awardee have previously entered into a certain Agreement designated Knox County Contract No. 23-743 (CFDA 14.218) on January 29, 2024, for housing services for persons with substance abuse disorders; and

WHEREAS, the County and Awardee desire to amend their Agreement as hereinafter provided:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the County and Awardee agree to amend their Agreement as follows:

1. SECTION C, "TERM OF CONTRACT", shall be and is hereby modified to read, "The term of this Agreement shall be July 1, 2023 (or the date all authorized signatures are obtained), through June 30, 2026. Awardee will make every effort to ensure that all goals of this project are completed no later than the 30th day of June 2026.

   Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG-CV funds."

Except as hereby modified, all other terms and conditions of the original Agreement shall remain in full force and effect.

In witness whereof, the parties hereto have caused this Amendment to Contract No. 23-743 to be executed in one original as of the latest date written below.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

ANGELIC MINISTRIES

BY: _____ DATE: _____

TONY EARL
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

AGREEMENT BETWEEN
KNOX COUNTY
AND
ANGELIC MINISTRIES

THIS AGREEMENT is entered into this 29 day of January ~~2023~~ 2024 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **ANGELIC MINISTRIES** a faith-based organization hereinafter referred to as **Awardee** and which is located at 1317 N Central Street, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds (CFDA 14.218) from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation, and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Extremely Low Income" shall mean persons whose annual household income is 30% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

2. "Very Low-Income" shall mean persons whose annual household income is greater than 30% and up to 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

3. "Low-Moderate Income" shall mean persons whose annual household income is greater than 50% and up to 80% of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

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 professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.

2. The County will provide to Awardee **FIFTY-THREE THOUSAND, SIX HUNDRED AND NINETEEN DOLLARS ($53,619.00)** in CDBG-CV Program Funds to provide rental and utility assistance for low to moderate income individuals in our substance use recovery program.

3. Awardee shall do, 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. **NATIONAL OBJECTIVES:** Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low-moderate income National Objective according to 24 CFR 570.208(a)(2). A signed and dated income verification form must verify client income.

5. **STAFFING**: Awardee will provide adequate staffing to achieve the goals, objectives, and specific terms of this Agreement.

6. **PERFORMANCE MONITORING**: The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

7. **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, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. TERM OF CONTRACT

The term of this Agreement shall be July 1, 2023 (or the date all authorized signatures are obtained), through June 30, 2024. Awardee will make every effort to ensure that all goals of this project are completed no later than the 30th day of June, 2024. Should any unforeseen circumstances arise, the contract may be extended to December 31, 2025 in the form of an extension to this agreement and only with approval of Knox County Grants & Community Development.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG-CV funds.

D. COMPENSATION AND REIMBURSEMENT OF EXPENSES

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 **FIFTY-THREE THOUSAND SIX HUNDRED AND NINETEEN DOLLARS ($53,619.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project

expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on agency letterhead with adequate and proper documentation of eligible cost incurred in compliance with 2 CFR Part 200 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, 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 make revisions to the budget line items outlined in Appendix C or performance measurements outlined Appendix B by form of a revision to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. A budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget found in Appendix C. Payments may be contingent upon certification of the Awardee's financial management system in accordance with the standards specified in 2 CFR Part 2400.

2. The Awardee will administer its program in conformance with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, 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, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. 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 Income Certification forms, invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for the CDBG 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. The County and Awardee must approve any amendments to this schedule in writing.

4. 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)** of each month for the previous month only. 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. **The Final Invoice must be received by July 15, 2024 (Monday) unless the term of contract is extended per Section C above.**

   Awardee shall provide the County with a monthly report by the **fifteenth (15th)** of each month that provides demographic client information including, but not limited to racial, ethnic, head of household and the percentage of extremely low-income (0-30%), very low-income (31-50%) and low-moderate-income (51-80%) households. **Please Note: The Final Monthly Report must be submitted by July 15,**

2024 (Monday). Additional Monthly Reports will be required if the term of contract is extended per Section C above.

6. 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 years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. 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-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

7. The Awardee that expends $750,000 or more in a fiscal year in federal funds from all sources shall agree to have an annual agency audit conducted in accordance with 2 CFR Part 200.501. The Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds.

E. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning the CDBG Program), including but not limited to the following:

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

   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; and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME**: Awardee may not retain and use any program income (as defined at 2 CFR 1201.80) derived from this project, it must be remitted promptly to the County and shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County. NOTE: This program does not generate program income.

3. **DAVIS BACON:** Awardee will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.

   The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Acts contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

   For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

   The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request. NOTE: Davis Bacon and Related Acts does not apply to this Agreement.

4. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations. The Awardee will use the most current income limits provided by the County. Income Certification forms for public service programs are required to be signed and

dated by the client with the number of persons in the household and the corresponding maximum income range circled.

5. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.

6. **EQUAL EMPLOYMENT OPPORTUNITY:** 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).

   a. During the performance of this Agreement, 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.

   b. 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.

   c. Awardee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

   d. Awardee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Awardee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. Awardee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Awardee's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. Provided, however, that in the event an Awardee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Awardee may request the United States to enter into such litigation to protect the interests of the United States.

i. The Awardee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

j. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

k. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Agreement (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been

received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

l. 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.

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; and/or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

m. Awardee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

7. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyer's subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.

8. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 2 CFR Part 200.321.

9. **PROHIBITED ACTIVITY**: 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.

10. **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.

11. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** Awardee will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment

of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **FLOOD INSURANCE:** Awardee will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

13. **PROPERTY STANDARDS:** Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion.

14. **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.

    If other terms of the Agreement allow for reimbursement of 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 Awardee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. 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 Awardee is a subrecipient, the Awardee shall comply with 2 CFR §§ 200.317—200.326 when procuring property and services under a federal award.

    All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement.

    The Awardee shall obtain prior approval from the County before purchasing any equipment under this Agreement.

15. **LEAD BASED PAINT:** Awardee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.

16. **LEAD BASED PAINT HOUSING RULE:** The Awardee agrees to comply with the Lead Safe Housing Rule (LCHR) applicable to CDBG-funded rental assistance payments for pre-1978 units where children under age six or pregnant women reside. The requirements of subpart K do not apply. Guidance Can Be Found At: Information and Guidance for HUD's Lead Safe Housing Rule | HUD.gov / U.S. Department of Housing and Urban Development (HUD). The Awardee agrees to provide applicable individuals serviced with the Pamphlet "Protect Your Family from Lead in Your Home" and required disclosure

form. The pamphlet can be found at: US Department of Housing and Urban Development - HUD - Visual Assessment Training. The disclosure form can be found at: DOC_12345.PDF (hud.gov).

17. **SEAT BELT USE:** Awardee agrees to comply with Executive Order 13043, 62 FR 19217, 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.

18. **TEXT MESSAGING WHILE DRIVING:** Awardee agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. **DOMESTIC PREFERENCE FOR PROCUREMENTS:** As appropriate, and to the extent consistent with the law, the Awardee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States in adherence with the Build America, Buy America Act. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. NOTE: Build America, Buy America Act does not apply to this Agreement.

20. **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 $25,000.

21. **SECTION 3 CLAUSE:** If applicable, Awardee agrees to comply with Section 3 requirements and to include the appropriate language in all subcontracts executed under this Agreement. NOTE: Section 3 does not apply to this Agreement.

22. **HOLD HARMLESS AGREEMENT:** Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representatives, and assignees as follows:

    a. Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, employees, officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, however caused, resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;

    b. The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary, and.

    c. In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood, and voluntarily accepted the terms and has executed it expressly to make

the covenants in favor of the County described above. Awardee also reserves any and all rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

23. **COMPLIANCE:** 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 CDBG Program and will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.

24. **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.

25. **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.

F. DUPLICATION OF BENEFITS

1. APPLICABILITY: "The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.)"

2. DEFINITION: A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

3. COMPLIANCE: The Awardee is responsible for strict compliance as required by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and the terms further set out with this Agreement.

   Any additional funds received by the Awardee must be reported to the County and by the Awardee within fifteen (15) calendar days of receipt of said funds. The County will evaluate if the additional funds are duplicative; if determined duplicative the award will be reduced and/or the Awardee will be required to repay the disbursed duplicative benefit. The Awardees failure to report could trigger noncompliance of this agreement and trigger termination of this agreement.

   If it is found that a duplication of benefits occurs after the award of funds, (CDBG-CV funds used to pay expenses covered by Federal Coronavirus Relief Programs and the total paid funds exceeds the demonstrated and documented need) the Awardee will be required to repay the funds.

G. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County 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 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 Grant Contract in a timely or proper manner, or if the Awardee violates any term(s) of this contract, the County shall have the right to immediately terminate the contract 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 contract by the awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this contract 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. In accordance with regulations at 2 CFR Part 200.339, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily, or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.

5. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.

6. Real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Awardee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Awardee shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Awardee may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate). NOTE: Acquisition and renovation do not apply to this Agreement.

7. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under

this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

8. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:

    a. Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;

    b. Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or

    c. Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.

9. 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 (which may result in suspension or termination in accordance with 2 CFR Part 200). 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. Implements the project prior to notification from the County that the Federal environmental review process is completed;

    e. Violates Labor Standards requirements; or

    f. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

10. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives, or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

H. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States, or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its

subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200.

2. Awardee shall prepare and submit monthly reports to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.

3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement as required by 24 CFR 570.502, and 2 CFR Part 200.333 for a period of five years following the date of the final annual performance and evaluation report submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.

4. The Awardee agrees to ensure that duplication of benefit procedures are followed and duplication of benefit calculations and certifications are available for the County to view for all beneficiaries that the Awardee services. The Awardee understands that failure to comply with this responsibility could result in repayment of disbursed funds and/or noncompliance of this agreement.

5. The Awardee agrees to comply with and keep record of all Lead Safe Housing Rule (LCHR) requirements when providing CDBG-funded rental assistance payments.

6. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.

7. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.

8. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations. Awardee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:

    a. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including tenant name, income, family size, race and if family is elderly or handicapped;

b. A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes;

c. Records documenting compliance with fair housing and equal opportunity;

d. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333;

e. Records demonstrating compliance with conflict-of-interest requirements.

f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

9. 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.

10. 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. 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 Section G **Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

I. 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 housing units and 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.

J. 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.

K. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the provisions of 2 CFR Part 200 Subpart B §112; Subpart D §318; and 570.611 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 CDBG 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.

Knox County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

L. 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.

M. OTHER FEDERAL REQUIREMENTS (Subpart H: 24 CFR 92.350 through 92.357)

1. **Age Discrimination**: The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/sect504faq
2. **Aquifers**: The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec. 300h-303(e); https://www.law.cornell.edu/uscode/text/42/300h
3. **Archeological**: The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the Archeological and Historic Preservation Act of 1974; https://www.nps.gov/archeology/tools/laws/ahpa.htm
4. **Clean Air**: The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)); https://www.epa.gov/laws-regulations/summary-clean-air-act
5. **Coastal Zone Management**: The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter33&edition=prelim
6. **Endangered Species**: The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536)); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter35&edition=prelim
7. **Environmental Review Procedures** for Title I Community Development Block Grant Programs, 24 CFR Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982); https://www.ecfr.gov/current/title-24/subtitle-A/part-58?toc=1
8. **Equal Employment Opportunity**: The requirements of Executive Orders 1246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 4l CFR, Chapter 60. https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246
9. **Equal Opportunity in Housing**: Executive Order 11063, as amended by Executive Order 12259, and 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing under Executive order 11063 or 24 CFR, Part 107 shall be a proper basis for the imposition of sanctions specified https://www.archives.gov/federal-register/codification/executive-order/11063.html
10. **Fair Housing Act**: The Fair Housing Act (42U.S.C. 3601-20) and implementing regulations at 24 CFR part 10; Executive Order II063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., 652 and 3CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing and implementing regulations at 24 CFR, Part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination on Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1; https://www.archives.gov/federal-register/codification/executive-order/11063.html
11. **Farmlands**: Farmlands Protection and Policy Act of 1981, (7 U.S.C. Sec. 4201 et. seq.) 24 CFR Part 51, Environmental Criteria and Standards. https://www.ecfr.gov/current/title-24/subtitle-A/part-51

12. **Flood Plain**: Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a); and Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2. https://www.archives.gov/federal-register/codification/executive-order/11988.html
13. **Historic Preservation**: National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et seq.) and 40 CFR Parts 1500-1508; Section 106 (16 U.S.C. Sec. 470f); and 36 CFR 800 https://www.ecfr.gov/current/title-40/chapter-V/subchapter-A/part-1500
14. **Immigration Status**: Requirement that all members of a household must be either US citizens, resident aliens (have a green card), or one of several exempt classes to occupy a HOME assisted unit. https://www.hudexchange.info/resource/5123/hud-hhs-and-doj-joint-letter-regarding-immigrant-access-to-housing-and-services/
15. **Lead Based Paint**: Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831
16. **Minority and Women's Business Enterprise**: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each applicant must make efforts to encourage the use of minority and women's business enterprises in connection with HOME funded activities. Each Contractor must prescribe procedures acceptable to the State to establish activities to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. The Contractor/Subcontractor will be required to identify contracts which have been bid by minority owned, women owned, and/or small disadvantaged businesses https://www.hudexchange.info/resource/248/guidance-on-minority-business-enterprise-and-womens-business-enterprise-outreach/
17. **Noise Abatement and Control:** 24 CFR 51 B https://www.ecfr.gov/current/title-24/subtitle-A/part-51
18. **Protection and Enhancement of the Cultural Environment,** May 13, 1971 Executive Order 11593, (36 Fed. Reg. 8921), particularly Section 2(c); https://www.archives.gov/federal-register/codification/executive-order/11593.html
19. **Environmental Justice**: [Executive Order 12898] https://www.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-address-environmental-justice
20. **Relocation**: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4601 et. seq.), 49 CFR Part 24, and 24 CFR Section 570.49a (55 Fed. Reg. 29309 (July 18, 1990)). https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter61&edition=prelim
21. **Section 3: Employment Opportunities**: The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or extremely-low income residents in connection with projects and activities in their neighborhoods https://www.hud.gov/section3
22. **Siting of HUD-Assisted Projects near Hazardous Operations**: Establishes acceptable separation distance for the siting of residential buildings, mobile home parks or other HUD-assisted projects

near stationary hazardous operations which store, handle or process chemicals or petrochemicals of an explosive or flammable nature. 24 CFR 51 C https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/

23. **Toxic or Hazardous Substances and Radioactive Materials**: Particular attention should be given to any site proposed for HUD assistance that is located on, or in the general proximity of, such areas as dumps, landfills, industrial sites, or other locations that contain hazardous wastes. It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property. https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/
24. **Wetlands**: Prohibits the degradation or destruction of wetlands; Executive Order 11990 Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Section 2 and 5; https://www.archives.gov/federal-register/codification/executive-order/11990.html
25. **Wild & Scenic Rivers**: Applicable to projects within one mile of a designated wild and scenic river. The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c)); https://www.law.cornell.edu/uscode/text/16/chapter-28

N. 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.

O. 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.

P. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract 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 contract shall forthwith be physically amended to make such insertion or correction.

Q. 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: 11/27/23

GLENN JACOBS
COUNTY MAYOR

ANGELIC MINISTRIES

BY: _____ DATE: 1-29-24

TONY EARL
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM

BY: _____ DATE: 11-2-23

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: 23-743

APPENDIX A
PROJECT AREA

The principal offices of Angelic Ministries are located at 1317 N Central Street, Knoxville, Tennessee 37917.

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APPENDIX B
PERFORMANCE MEASUREMENTS

OUTCOME/OBJECTIVE:

Awardee performs a public service activity that is funded to address and improve the quality of life, both for the individuals needing the services and the community around them.

PERFORMANCE INDICATORS:

Number of persons assisted with rental assistance. _____

Number of persons assisted with utility assistance. _____

Number of persons assisted with new services. _____

GOALS, OBJECTIVES AND TASKS

The County will provide **$53,619.00** in 2023 CDBG-CV funds to Awardee to provide housing services for 20 persons with substance abuse issues for 3 months to address the increase in substance misuse in the community since the start of the COVID-19 pandemic.

Awardee will ensure assistance is limited to applicants who have experienced financial loss as a direct impact of the COVID-19 pandemic and require assistance to maintain a suitable living environment. Assistance may only be provided to low-moderate income individuals/families residing within Knox County, outside the boundaries of the City of Knoxville and the Town of Farragut.

Once applicants are approved, the awardee can authorize payments for rent assistance for up to a 6-month consecutive period. **LEAD-BASED PAINT REGULATIONS TRIGGERING:** The 100-day emergency grace period begins at the time of payment going forward. Once the assistance period reaches 100 days, a visual lead-based paint inspection is required.

The following specific data will be required for reporting monthly and annually:

- Amount of money leveraged (from other Federal, state and private resources);
- Income levels of persons assisted by 30, 50, or 80 percent of area median income, adjusted for family size;
- The direct impact of COVID-19 on applicant;
- Payee(s) and total amount(s) paid, per applicant. (Payment are made directly to the landlord and not to the applicant);
- Race and ethnicity; and
- Female headed and elderly households.

Duplicative Assistance Not Allowed: To the extent feasible, Awardee must ensure that any assistance provided is not duplicative of any other federally, funded assistance provided to the household. Applicants can self-attest that duplicative assistance has not been received and the Awardee should have processes in place to review and confirm that duplicative assistance is not provided.

APPENDIX C
BUDGET

BUDGET LINE ITEM	AMOUNT
Salaries for FT/PT Personnel	
Direct Client Support	$53,619.00
Fringe Benefits *(Note: Only the employer's portion of FICA and Medicare are reimbursable; federal income tax withholding is not allowable under this contract)*	
NOT TO EXCEED BUDGET TOTAL	**$53,619.00**

AMENDMENT
CONTRACT NO 23-747

AGREEMENT BETWEEN KNOX COUNTY
AND
VOLUNTEER MINISTRY CENTER

This Amendment to the Agreement by and between **KNOX COUNTY**, hereinafter referred to as the "**County"**, and **VOLUNTEER MINISTRY CENTER,** a nonprofit corporation, hereinafter referred to as "**Awardee",** and which is located at 511 North Broadway, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County and Awardee have previously entered into a certain Agreement designated Knox County Contract No. 23-747 (CFDA 14.218) on January 3, 2024, for street outreach program services for persons experiencing homelessness; and

WHEREAS, the County and Awardee desire to amend their Agreement as hereinafter provided:

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the County and Awardee agree to amend their Agreement as follows:

1. SECTION C, "TERM OF CONTRACT", shall be and is hereby modified to read, "The term of this Agreement shall be July 1, 2023 (or the date all authorized signatures are obtained), through June 30, 2026. Awardee will make every effort to ensure that all goals of this project are completed no later than the 30th day of June 2026.

   Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG-CV funds."

Except as hereby modified, all other terms and conditions of the original Agreement shall remain in full force and effect.

In witness whereof, the parties hereto have caused this Amendment to Contract No. 23-747 to be executed in one original as of the latest date written below.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: _____

GLENN JACOBS
COUNTY MAYOR

VOLUNTEER MINISTRY CENTER

BY: _____ DATE: _____

TRACEY WILLIAMS
CHIEF EXECUTIVE OFFICER

APPROVED AS TO LEGAL FORM

BY: _____ DATE: _____
KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: _____

AGREEMENT BETWEEN
KNOX COUNTY
AND
VOLUNTEER MINISTRY CENTER

THIS AGREEMENT is entered into this 3 day of Jan 24 2023 by **KNOX COUNTY**, hereinafter referred to as the **County**, and **VOLUNTEER MINISTRY CENTER (VMC),** a non-profit corporation hereinafter referred to as **Awardee** and which is located at 511 North Broadway St, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds (CFDA 14.218) from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation, and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Extremely Low Income" shall mean persons whose annual household income is 30% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

2. "Very Low-Income" shall mean persons whose annual household income is greater than 30% and up to 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

"Low-Moderate Income" shall mean persons whose annual household income is greater than 50% and up to 80% of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.

2. The County will provide to Awardee **ONE HUNDRED AND SIXTY THOUSAND DOLLARS AND NO/100 ($160,000.00)** in 2023 CDBG-CV Program Funds to support a street outreach program and to provide CHAMP assessments in order to connect homeless persons to housing.

3. Awardee shall do, 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. **NATIONAL OBJECTIVES:** Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low-moderate income National Objective according to 24 CFR 570.208(a)(2). A signed and dated income verification form must verify client income.

5. **STAFFING**: Awardee will provide adequate staffing to achieve the goals, objectives, and specific terms of this Agreement.

6. **PERFORMANCE MONITORING**: The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Indicators" and "Goals, Objectives and Tasks" as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

7. **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, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. TERM OF CONTRACT

The term of this Agreement shall be July 1, 2023 (or the date all authorized signatures are obtained), through June 30, 2024. Awardee will make every effort to ensure that all goals of this project are completed no later than the 30th day of June, 2024. Should any unforeseen circumstances arise, the contract may be extended to December 31, 2025 in the form of an extension to this agreement and only with approval of Knox County Grants & Community Development.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG-CV funds.

D. COMPENSATION AND REIMBURSEMENT OF EXPENSES

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 **ONE HUNDRED AND SIXTY THOUSAND DOLLARS AND NO/100 ($160,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project

expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on agency letterhead with adequate and proper documentation of eligible cost incurred in compliance with 2 CFR Part 200 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, 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 make revisions to the budget line items outlined in Appendix C or performance measurements outlined Appendix B by form of a revision to the Agreement, including incorporating new line items or transferring funding between established budget line items included in this Agreement. A budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget found in Appendix C. Payments may be contingent upon certification of the Awardee's financial management system in accordance with the standards specified in 2 CFR Part 2400.

2. The Awardee will administer its program in conformance with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, 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, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. 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 Income Certification forms, invoices and payments for project expenditures, timesheets and supporting personnel expense. All personnel costs will be documented on time sheets for the CDBG 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. The County and Awardee must approve any amendments to this schedule in writing.

4. 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)** of each month for the previous month only. 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. **The Final Invoice must be received by July 15, 2024 (Monday) unless the term of contract is extended per Section C above.**

   Awardee shall provide the County with a monthly report by the **fifteenth (15th)** of each month that provides demographic client information including, but not limited to racial, ethnic, head of household and the percentage of extremely low-income (0-30%), very low-income (31-50%) and low-moderate-income (51-80%) households. **Please Note: The Final Monthly Report must be submitted by July 15,**

2024 (Monday). Additional Monthly Reports will be required if the term of contract is extended per Section C above.

6. 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 years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. 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-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

7. The Awardee that expends $750,000 or more in a fiscal year in federal funds from all sources shall agree to have an annual agency audit conducted in accordance with 2 CFR Part 200.501. The Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds.

E. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning the CDBG Program), including but not limited to the following:

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 2 CFR Part 200, 24 CFR 570.502, and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

   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; and (j) the requirement of any other nondiscrimination statue(s) which may apply to the application.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME**: Awardee may not retain and use any program income (as defined at 2 CFR 1201.80) derived from this project, it must be remitted promptly to the County and shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County. NOTE: This program does not generate program income.

3. **DAVIS BACON:** Awardee will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.

   The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Acts contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

   For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

   The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request. NOTE: Davis Bacon and Related Acts does not apply to this Agreement.

4. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations. The Awardee will use the most current income limits provided by the County. Income Certification forms for public service programs are required to be signed and

dated by the client with the number of persons in the household and the corresponding maximum income range circled.

5. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.

6. **EQUAL EMPLOYMENT OPPORTUNITY:** 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).

   a. During the performance of this Agreement, 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.

   b. 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.

   c. Awardee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

   d. Awardee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Awardee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. Awardee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Awardee's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. Provided, however, that in the event an Awardee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Awardee may request the United States to enter into such litigation to protect the interests of the United States.

i. The Awardee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

j. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

k. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Agreement (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been

.eceived from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

l. 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.

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; and/or
7. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

m. Awardee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

7. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyer's subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.

8. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 2 CFR Part 200.321.

9. **PROHIBITED ACTIVITY**: 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.

10. **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.

11. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** Awardee will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment

of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **FLOOD INSURANCE:** Awardee will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

13. **PROPERTY STANDARDS:** Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion.

14. **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.

    If other terms of the Agreement allow for reimbursement of 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 Awardee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. 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 Awardee is a subrecipient, the Awardee shall comply with 2 CFR §§ 200.317—200.326 when procuring property and services under a federal award.

    All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement.

    The Awardee shall obtain prior approval from the County before purchasing any equipment under this Agreement.

15. **LEAD BASED PAINT:** Awardee agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.

16. **LEAD BASED PAINT HOUSING RULE:** The Awardee agrees to comply with the Lead Safe Housing Rule (LCHR) applicable to CDBG-funded rental assistance payments for pre-1978 units where children under age six or pregnant women reside. The requirements of subpart K do not apply. Guidance Can Be Found At: Information and Guidance for HUD's Lead Safe Housing Rule | HUD.gov / U.S. Department of Housing and Urban Development (HUD). The Awardee agrees to provide applicable individuals serviced with the Pamphlet "Protect Your Family from Lead in Your Home" and required disclosure

form. The pamphlet can be found at: US Department of Housing and Urban Development - HUD - Visual Assessment Training. The disclosure form can be found at: DOC_12345.PDF (hud.gov).

17. **SEAT BELT USE:** Awardee agrees to comply with Executive Order 13043, 62 FR 19217, 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.

18. **TEXT MESSAGING WHILE DRIVING:** Awardee agrees to comply with Executive Order 13513, 74 FR 51225 (October 6, 2009) by encouraging its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving. Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. **DOMESTIC PREFERENCE FOR PROCUREMENTS:** As appropriate, and to the extent consistent with the law, the Awardee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States in adherence with the Build America, Buy America Act. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. NOTE: Build America, Buy America Act does not apply to this Agreement.

20. **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 $25,000.

21. **SECTION 3 CLAUSE:** If applicable, Awardee agrees to comply with Section 3 requirements and to include the appropriate language in all subcontracts executed under this Agreement. NOTE: Section 3 does not apply to this Agreement.

22. **HOLD HARMLESS AGREEMENT:** Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representatives, and assignees as follows:

    a. Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, employees, officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, however caused, resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;

    b. The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary, and.

c. In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood, and voluntarily accepted the terms and has executed it expressly to make the covenants in favor of the County described above. Awardee also reserves any and all rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

23. **COMPLIANCE:** 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 CDBG Program and will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.

24. **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.

25. **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.

F. DUPLICATION OF BENEFITS

1. APPLICABILITY: "The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.)"

2. DEFINITION: A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

3. COMPLIANCE: The Awardee is responsible for strict compliance as required by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and the terms further set out with this Agreement.

Any additional funds received by the Awardee must be reported to the County and by the Awardee within fifteen (15) calendar days of receipt of said funds. The County will evaluate if the additional funds are duplicative; if determined duplicative the award will be reduced and/or the Awardee will

be required to repay the disbursed duplicative benefit. The Awardees failure to report could trigger noncompliance of this agreement and trigger termination of this agreement.

If it is found that a duplication of benefits occurs after the award of funds, (CDBG-CV funds used to pay expenses covered by Federal Coronavirus Relief Programs and the total paid funds exceeds the demonstrated and documented need) the Awardee will be required to repay the funds.

G. SPECIAL TERMS AND CONDITIONS

1. **TERMINATION FOR CONVENIENCE:** The County 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 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 Grant Contract in a timely or proper manner, or if the Awardee violates any term(s) of this contract, the County shall have the right to immediately terminate the contract 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 contract by the awardee. Specifically, the Awardee shall be liable to the County for the full amount paid by the County to Awardee under this contract 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. In accordance with regulations at 2 CFR Part 200.339, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily, or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.

5. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.

6. Real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Awardee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Awardee shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Awardee may retain real property acquired or improved under this Agreement after the

expiration of the five-year period (or such longer period of time as the County deems appropriate). NOTE: Acquisition and renovation do not apply to this Agreement.

7. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

8. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:

    a. Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;

    b. Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or

    c. Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.

9. 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 (which may result in suspension or termination in accordance with 2 CFR Part 200). 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. Implements the project prior to notification from the County that the Federal environmental review process is completed;

    e. Violates Labor Standards requirements; or

    f. Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.

10. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives, or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

H. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States, or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200.

2. Awardee shall prepare and submit monthly reports to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.

3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement as required by 24 CFR 570.502, and 2 CFR Part 200.333 for a period of five years following the date of the final annual performance and evaluation report submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.

4. The Awardee agrees to ensure that duplication of benefit procedures are followed and duplication of benefit calculations and certifications are available for the County to view for all beneficiaries that the Awardee services. The Awardee understands that failure to comply with this responsibility could result in repayment of disbursed funds and/or noncompliance of this agreement.

5. The Awardee agrees to comply with and keep record of all Lead Safe Housing Rule (LCHR) requirements when providing CDBG-funded rental assistance payments.

6. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.

7. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.

8. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations. Awardee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:

a. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including tenant name, income, family size, race and if family is elderly or handicapped;

b. A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes;

c. Records documenting compliance with fair housing and equal opportunity;

d. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200 Subpart D §333;

e. Records demonstrating compliance with conflict-of-interest requirements.

f. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

9. 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.

10. 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. 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 Section G **Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

I. 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 housing units and 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.

J. 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.

K. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the provisions of 2 CFR Part 200 Subpart B §112; Subpart D §318; and 570.611 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 CDBG 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.

Knox County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

L. 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.

M. OTHER FEDERAL REQUIREMENTS (Subpart H: 24 CFR 92.350 through 92.357)

1. **Age Discrimination:** The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/sect504faq
2. **Aquifers**: The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec. 300h-303(e); https://www.law.cornell.edu/uscode/text/42/300h
3. **Archeological**: The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the Archeological and Historic Preservation Act of 1974; https://www.nps.gov/archeology/tools/laws/ahpa.htm
4. **Clean Air**: The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)); https://www.epa.gov/laws-regulations/summary-clean-air-act
5. **Coastal Zone Management**: The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter33&edition=prelim
6. **Endangered Species**: The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536)); https://uscode.house.gov/view.xhtml?path=/prelim@title16/chapter35&edition=prelim
7. **Environmental Review Procedures** for Title I Community Development Block Grant Programs, 24 CFR Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982); https://www.ecfr.gov/current/title-24/subtitle-A/part-58?toc=1
8. **Equal Employment Opportunity**: The requirements of Executive Orders 1246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 4l CFR, Chapter 60. https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246
9. **Equal Opportunity in Housing**: Executive Order 11063, as amended by Executive Order 12259, and 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing under Executive order 11063 or 24 CFR, Part 107 shall be a proper basis for the imposition of sanctions specified https://www.archives.gov/federal-register/codification/executive-order/11063.html
10. **Fair Housing Act**: The Fair Housing Act (42U.S.C. 3601-20) and implementing regulations at 24 CFR part 10; Executive Order Il063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., 652 and 3CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing and implementing regulations at 24 CFR, Part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination on Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1; https://www.archives.gov/federal-register/codification/executive-order/11063.html

11. **Farmlands**: Farmlands Protection and Policy Act of 1981, (7 U.S.C. Sec. 4201 et. seq.) 24 CFR Part 51, Environmental Criteria and Standards. https://www.ecfr.gov/current/title-24/subtitle-A/part-51
12. **Flood Plain**: Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a); and Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2. https://www.archives.gov/federal-register/codification/executive-order/11988.html
13. **Historic Preservation**: National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et seq.) and 40 CFR Parts 1500-1508; Section 106 (16 U.S.C. Sec. 470f); and 36 CFR 800 https://www.ecfr.gov/current/title-40/chapter-V/subchapter-A/part-1500
14. **Immigration Status**: Requirement that all members of a household must be either US citizens, resident aliens (have a green card), or one of several exempt classes to occupy a HOME assisted unit. https://www.hudexchange.info/resource/5123/hud-hhs-and-doj-joint-letter-regarding-immigrant-access-to-housing-and-services/
15. **Lead Based Paint**: Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831). https://www.law.cornell.edu/uscode/text/42/4831
16. **Minority and Women's Business Enterprise**: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each applicant must make efforts to encourage the use of minority and women's business enterprises in connection with HOME funded activities. Each Contractor must prescribe procedures acceptable to the State to establish activities to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. The Contractor/Subcontractor will be required to identify contracts which have been bid by minority owned, women owned, and/or small disadvantaged businesses https://www.hudexchange.info/resource/248/guidance-on-minority-business-enterprise-and-womens-business-enterprise-outreach/
17. **Noise Abatement and Control:** 24 CFR 51 B https://www.ecfr.gov/current/title-24/subtitle-A/part-51
18. **Protection and Enhancement of the Cultural Environment,** May 13, 1971 Executive Order 11593, (36 Fed. Reg. 8921), particularly Section 2(c); https://www.archives.gov/federal-register/codification/executive-order/11593.html
19. **Environmental Justice**: [Executive Order 12898] https://www.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-address-environmental-justice
20. **Relocation**: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4601 et. seq.), 49 CFR Part 24, and 24 CFR Section 570.49a (55 Fed. Reg. 29309 (July 18, 1990)). https://uscode.house.gov/view.xhtml?path=/prelim@title42/chapter61&edition=prelim
21. **Section 3: Employment Opportunities**: The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and

contract opportunities for low- or extremely-low income residents in connection with projects and activities in their neighborhoods https://www.hud.gov/section3

22. **Siting of HUD-Assisted Projects near Hazardous Operations**: Establishes acceptable separation distance for the siting of residential buildings, mobile home parks or other HUD-assisted projects near stationary hazardous operations which store, handle or process chemicals or petrochemicals of an explosive or flammable nature. 24 CFR 51 C https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/
23. **Toxic or Hazardous Substances and Radioactive Materials**: Particular attention should be given to any site proposed for HUD assistance that is located on, or in the general proximity of, such areas as dumps, landfills, industrial sites, or other locations that contain hazardous wastes. It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property. https://www.hudexchange.info/resource/165/environmental-review-guide-for-cdbg-programs/
24. **Wetlands**: Prohibits the degradation or destruction of wetlands; Executive Order 11990 Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Section 2 and 5; https://www.archives.gov/federal-register/codification/executive-order/11990.html
25. **Wild & Scenic Rivers**: Applicable to projects within one mile of a designated wild and scenic river. The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c)); https://www.law.cornell.edu/uscode/text/16/chapter-28

N. 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.

O. 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.

P. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract 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 contract shall forthwith be physically amended to make such insertion or correction.

Q. 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

BY: _____ DATE: 11/27/23

GLENN JACOBS
COUNTY MAYOR

VOLUNTEER MINISTRY CENTER

BY: _____ DATE: 11/3/23

~~CHRIS COWERT~~ Bo Townsend
CEO

APPROVED AS TO LEGAL FORM

BY: _____ DATE: 11-1-23

KNOX COUNTY LAW DIRECTOR'S OFFICE

CONTRACT #: 23-747

APPENDIX A
PROJECT AREA

The principal offices of Volunteer Ministry Center are located at 511 N Broadway, Knoxville, Tennessee 37917.

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APPENDIX B
PERFORMANCE MEASUREMENTS

OUTCOME/OBJECTIVE:

Awardee performs a public service activity that is funded to address and improve the quality of life, both for the individuals needing the services and the community around them.

PERFORMANCE INDICATORS:

Number of persons assisted with new access to a service. (Street Outreach) _____

Number of persons assisted with new access to a service. (CHAMP Assessment) _____

GOALS, OBJECTIVES AND TASKS

The County will provide $160,000 in CDBG-CV funds to the Awardee in support of programs responding to the increase in homelessness resulting from the negative impacts the COVID-19 pandemic has had on residents of Knox County.

In coordination with the Knoxville-Knox County Office of Housing Stability (OHS), Awardee will provide street outreach (80 individuals) and CHAMP assessments (300 individuals) to individuals experiencing homelessness with a goal of connecting these individuals to the resources required to attain stable housing. Awardee will actively participate with the Knoxville-Knox County Homeless Outreach Collaborative, managed by OHS, and use the approved CHAMP assessment tool to objectively rate homeless individuals and ensure accurate data is reported in the HMIS system. Due to the inherent instability of location experienced by unhoused individuals, homelessness services may be provided to individuals regardless of their current location within the boundaries of Knox County.

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. The following specific data will be required for reporting monthly:

- Amount of funds leveraged from other Federal, state, and private resources.
- Income levels of persons assisted by 30 percent, 50 percent, or 80 percent of area median, adjusted for family size;
- Race and ethnicity; and
- Female headed and elderly households.

Duplicative Assistance Not Allowed: To the extent feasible, Awardee must ensure that any assistance provided is not duplicative of any other federally, funded assistance provided to the household. Applicants can self-attest that duplicative assistance has not been received and the Awardee should have processes in place to review and confirm that duplicative assistance is not provided.

APPENDIX C
BUDGET

LINE ITEMS	FUNDING AMOUNT
Salaries for FT/PT Personnel	
Fringe Benefits for FT/PT Personnel *(Note: Only the employer's portion of FICA and Medicare are reimbursable; federal income tax withholding is not allowable under this contract)*	
Office Supplies	
Communications & IT	
Staff Training & Development	
Travel/Mileage	
BUDGET TOTAL	**$160,000.00**

RLA-18046 **R-26-1-901**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, recognizing the United States Constitution during the Nation's 250th Anniversary. **(DEFER TO JUNE AT REQUEST OF SPONSOR)**

(Commissioner Lee)

Attachments

No file(s) attached.

RLA-18043 **R-26-1-903**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, encouraging the Knox County Sheriff's Office to undertake a Memorandum of Understanding for the 287(G) Task Force Model. **(DEFER TO FEBRUARY AT REQUEST OF SPONSOR)**

(Commissioner Fox)

Attachments

No file(s) attached.

RLA-18045 **R-26-1-904**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, affirming local discretion consistent with proposed state law and responding to School Board Legislative Priority #6.

(Commissioner Lee)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AFFIRMING LOCAL DISCRETION CONSISTENT WITH PROPOSED STATE LAW AND RESPONDING TO SCHOOL BOARD LEGISLATIVE PRIORITY #6.

RESOLUTION: R-26-1-904

REQUESTED BY: COMMISSIONER LEE

PREPARED BY: COMMISSIONER LEE

APPROVED AS TO FORM ONLY AND NOT AS TO CONTENT:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Tennessee General Assembly has considered proposed state law granting local education agencies discretion regarding enrollment practices and related administrative decisions; and

WHEREAS, such proposed state law employs permissive language and does not mandate the collection of immigration status or the denial of enrollment; and

WHEREAS, the Knox County Board of Education has adopted Legislative Priority #6 opposing such proposed state law based on characterizations of compulsion and exclusion; and

WHEREAS, Legislative Priority #6 has prompted the need for the Knox County Commission to clarify the scope and intent of proposed state law as written.

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

SECTION 1. Clarification of Proposed State Law.

The Knox County Commission recognizes that the proposed state law employs permissive language granting local discretion and does not impose mandatory requirements on local education agencies.

SECTION 2. Local Control.

The Commission affirms that decisions contemplated by proposed state law remain within the discretion of local governing bodies and education agencies.

SECTION 3. Response to Legislative Priority #6.

The Commission rejects characterizations in Legislative Priority #6 suggesting compulsory monitoring or exclusion, as such characterizations are inconsistent with the text of proposed state law.

SECTION 4. Legislative Position.

The Knox County Commission urges the Tennessee General Assembly to support proposals allowing school districts to collect or monitor student immigration status, as such authority may reduce financial liabilities and risks borne by local governments, lower long-term administrative costs, and minimize operational distractions from teaching and learning. The Commission further affirms the State of Tennessee's compelling interest in protecting public education for the children of citizens of Tennessee.

SECTION 5. Effective Date.

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-17868 **O-26-1-101**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, creating Art. III of Chapter 26 of the Knox County Code, entitled "Data Centers," to define, add specific requirements, and provide limitations for Data Centers and Data Center Accessory Uses. **(FIRST READING) (WITHDRAW AT REQUEST OF SPONSOR)** *(Previously Deferred from November to December and December to January at Request of Sponsor)*

(Commissioner Fox)

Attachments

Caption

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, CREATING ART. III OF CHAPTER 26 OF THE KNOX COUNTY CODE, ENTITLED "DATA CENTERS," TO DEFINE, ADD SPECIFIC REQUIREMENTS, AND PROVIDE LIMITATIONS FOR DATA CENTERS AND DATA CENTER ACCESSORY USES

ORDINANCE:

REQUESTED BY: **COMMISSIONER FOX**

PREPARED BY: **COMMISSIONER FOX**

APPROVED AS TO FORM AND NOT AS TO CONTENT:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

_____

Presiding Officer of the Commission **Date**

_____

County Clerk **Date**

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

RLA-17869 **O-25-12-102**

COMMISSION (Originally scheduled for 1/26/26))

Meeting Date: 01/29/2026

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, creating Chapter 53 of the Knox County Code, entitled "Real Property," and Section 53-1, prohibiting discrimination against United States citizens in the sale or purchase of Real Property in Knox County. (Establishing Chapter 53 of the Knox County Code, previously reserved) **(SECOND READING)**

(Commissioner Fox)

Attachments

Ordinance - 2nd Reading

Fiscal Note

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, CREATING CHAPTER 53 OF THE KNOX COUNTY CODE, ENTITLED "REAL PROPERTY," AND SECTION 53-1, PROHIBITING DISCRIMINATION AGAINST UNITED STATES CITIZENS IN THE SALE OR PURCHASE OF REAL PROPERTY IN KNOX COUNTY. (Establishing Chapter 53 of the Knox County Code, previously reserved)

ORDINANCE: **O-25-12-102**

REQUESTED BY: **COMMISSIONER FOX**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, there has been reported across the country incidents of foreign-owned entities buying large tracts of land and recording covenants and restrictions prohibiting sale of such tracts, or portions thereof, to United States citizens; and

WHEREAS, one such incident involves a 400+ acre tract in Loudon County, wherein a shell company recorded covenants and restrictions applicable to the tract that would prohibit the sale of any interest in the property to U.S. citizens for decades to come; and

WHEREAS, it is the finding of the Knox County Commission that covenants and restrictions or other documents or arrangements that explicitly discriminate against United States citizens are injurious to the public interest and against public policy.

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

SECTION 1. The Code of Knox County, Tennessee, is hereby amended to add new Chapter 53 entitled "Real Property," and under that Chapter to add new Article I entitled "In General" and new Section 53-1, entitled "Discrimination Against Citizens of the United States Prohibited".

SECTION 2. The above Section 53-1 shall read as follows:

A. It shall be unlawful for any person, corporation, or other entity to record or enforce any documents, deed restriction, covenant or any other form of restriction on the ownership or sale of real property within Knox County, Tennessee which, explicitly or by operation of said covenant or restriction, discriminates against or prohibits sales to persons who are citizens of the United States of America.

B. Any person who is denied the opportunity to purchase real property within Knox County solely on the basis of their status as a citizen of the United States may petition the Knox County Law Director to investigate the basis of such denial.

C. If the Law Director determines that the complainant has been discriminated against on the basis of his/her status as a citizen of the United States, the Director is directed to seek injunctive relief in a Court of Record in Knox County, specifically to invalidate any covenant, restriction or other legal artifice which is designed to or has the effect of discriminating against United States citizens in contravention of this Ordinance.

SECTION 3. This Ordinance shall take effect upon 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**

FISCAL NOTE

Ordinance O-25-12-102

CAPTION:

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, CREATING CHAPTER 53 OF THE KNOX COUNTY CODE, ENTITLED "REAL PROPERTY," AND SECTION 53-1, PROHIBITING DISCRIMINATION AGAINST UNITED STATES CITIZENS IN THE SALE OR PURCHASE OF REAL PROPERTY IN KNOX COUNTY

FISCAL IMPACT ANALYSIS (PURSUANT TO SEC. 1-11 OF THE KNOX COUNTY CODE):

There is no cost associated with this Ordinance.

Chris Caldwell, Chief Financial Officer