

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Design Build Services – Mill Run Stream and Wetland Improvement Project** as specified herein. Proposals must be received by **2:00 p.m. on June 12, 2024**. Late proposals will neither be considered nor returned.

**Deliver Proposal To:**

**Proposal Number 3563  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to [brian.hubbs@knoxcounty.org](mailto: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](http://www.knoxcounty.org/procurement).
- 1.2 **ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format.
- 1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.

**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

- 1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, who presents the product(s) or service(s) that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all or none basis. Additionally, Knox County reserves the right to make a multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses who have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865-215-5760  
Fax: 865-215-5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.7 **CLOSURES:** 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.
- 1.8 **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](https://www.knoxcounty.org/purchasing/conflict_policy.php).
- 1.9 **COPIES:** Knox County **requires** that all proposals submitted with one (1) **marked original** and three (3) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD, flash drive, etc.
- 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 proposal being non-responsive and disqualified.
- 1.11 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform Knox County reserves the right to remove the Contractor from the County's bidder's list for twenty-four (24) months.
- 1.12 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no extra hidden charges. Delivery must be "free on board" to the County department.**
- 1.13 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, Knox County's Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submissions are strictly prohibited. All proposals must be submitted in hard copy format to the address listed in this solicitation.
- 1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County, we urge you to please go to our website at [www.knoxcounty.org/procurement](http://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.
- 1.15 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.
- 1.16 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. Firms must complete and submit with their proposal the Non-collusion Affidavit of Prime Bidder form, attached as **Exhibit 4** to this RFP.

- 1.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.
- 1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.20 **PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail, nor will Knox County be responsible for submittals delivered to addresses and Suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.**
- 1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:
- Be submitted on recycled paper,
  - Not include pages of unnecessary advertising,
  - Be made on both sides of each sheet of paper.
- 1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **May 31, 2024 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.23 **SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.
- 1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement). Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal.
- 1.27 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.
- Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this RFP response, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and believe that each proposer is not on the list created pursuant to Tennessee Code Annotated §12-12-106. All respondents must complete and submit with their response the Affidavit of Compliance with Iran Divestment Act, attached to the RFP as **Exhibit 5**.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. All respondents must complete and submit with their response the Affidavit of Compliance with No Boycott of Israel, attached to the RFP as **Exhibit 5**.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 2.20 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.21 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.22 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed bid or proposal that they are current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

- 2.23** **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.24** **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

- 3.1** **INTRODUCTION:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms to complete the design and construction of streambank stabilization and a wetland enhancement for the Mill Run Stream and Wetland Improvement project located on the mainstream of Beaver Creek in Knox County, hereafter referred to as the "Project". The general project coordinates are at: 36.08103, 83.902027. The wetland enhancement spans approximately two (2) acres and the streambank stabilization is approximately 1,025 linear feet. A map of the Project area is included with the Concept Plan in **Exhibit 7**.

The goal of the Project is to re-establish a functional stream and wetland ecosystem. The existing streams and wetlands have degraded from decades of habitat alterations, channelization, channel modifications, excessive sedimentation due to bank erosion, and disturbance of riparian buffers. Past land use and management activities have contributed to the physical, chemical and biological degradation of stream and wetland ecological functions within the Project location and Beaver Creek Watershed. The Project goals are to improve stream bank stability, aquatic and riparian habitat and wetland hydrology, reduce bank erosion and fine sediment pollution, and re-establish wetlands ultimately providing recovery of natural stream and wetland functions through a combination of enhancement and rehabilitation efforts. The design will incorporate the Natural Channel Design and ecological engineering elements.

The Contractor shall furnish all necessary drawings, plans, labor, equipment and construction oversight services to complete the Project. The Contractor will be responsible for providing all information and for securing all necessary local, state and federal permits for the Project. This includes all required surveying and data collection necessary to prepare and submit permit applications and payment of all required fees to obtain permit or agency authorization to proceed. No work shall commence until all permits are secured.

**Knox County's total budget for performance under this contract, including design and construction is \$236,615.00. All proposals shall include the amount necessary for completion of the Project including any contingencies.**

- 3.2** **ACCURACY OF RELATED DOCUMENTS:** The County assumes no responsibility that the specified technical and background information completed by outside vendors and attached to this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. This includes surveys, site studies, etc. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the submittal documents other than those given in writing as an Addendum to this RFP.
- 3.3** **BONDING COMPANIES:** Proposers are advised that the selected Prime Proposer will be required to provide appropriate performance and payment bonds to ensure contractor's performance. All bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies. The ratings that the bonding company holds must be acceptable to the County.
- 3.4** **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the successful vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

**3.5 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Prime Proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

**3.6 CONTRACT EXECUTION:** The award of this proposal will result in a contract between Knox County and the Prime Proposer. The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful firm(s) may be required to be present at the full Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the firm(s) will need to attend this meeting.

The Knox County Procurement Division will draft this Contract and no vendor forms (e.g.: Terms and Conditions, service agreements, or other standard Company forms) will be accepted as Contract documents or as Contract attachments. Firms are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement. The draft contract is attached as **Exhibit 1**.

**3.7 COST OF SUBMITTAL PREPARATION AND SELECTION PROCESS:** Each submittal, including preparation of all information required to be included in a proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, design, engineering and legal costs) of the proposer. In addition, the proposer shall be solely responsible for all costs (including design, engineering and legal costs) incurred by such proposer in connection with this selection process, including any costs incurred by the proposer in any subsequent negotiations entered into in connection with developing the proposal. Knox County’s intent is to keep these costs to a minimum.

There shall be no claims whatsoever against the County, its staff, or its agents for reimbursement of the costs or expenses (including, but not limited to, design, engineering and legal costs) incurred during the preparation of the proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

**3.8 DRUG-FREE WORKPLACE:** If the Contractor has five (5) or more employees receiving pay: the Contractor shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code. Contractor **must** provide the affidavit, **Exhibit 3**, provided herein as required by Public Acts, 2000, Chapter 918.

**3.9 EVALUATION CRITERIA:** This proposal will be evaluated by a selection committee composed of members from Knox County and other subject matter experts. Only proposals conforming to the County’s Terms and Conditions and the provisions set forth in this RFP will pass the initial screening. Any proposal failing to satisfy the minimum requirements set forth in this RFP may be rejected without consideration. The committee may request oral interviews. The following criteria will be used:

	<b>CATEGORY</b>	<b>POINTS</b>
<b>1.</b>	<b>Technical Expertise</b>	<b>40</b>
	Qualifications of proposed team	
	Experience of proposed firms, particularly related to stream/wetland restoration	
	Resumes of engineers, designers, project managers, etc.	
<b>2.</b>	<b>Project &amp; Design Approach</b>	<b>40</b>
	What is the team’s approach to the design process?	
	What is the team’s approach to budget control, quality control, quality assurance, value engineering, safety, and interface between design and construction team?	
	Innovative solutions for the project	
	Proposed construction methods and materials	
<b>3.</b>	<b>Proposed Construction Schedule</b>	<b>10</b>
	Master schedule that indicates major milestones, proposed time to establish the GMP, design and construction time.	
<b>4.</b>	<b>Price</b>	<b>10</b>
	Design Build Team Fixed Fee as Percentage of Total Design Build Costs	
	Monthly General Conditions Costs	
	<b>TOTAL POINTS</b>	<b>100</b>

- 3.10 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.11 EXCEPTIONS TO SPECIFICATIONS:** Prime Proposers taking exception to any part or section of these specifications shall indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted as the firm's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Proposal Format, Part IX of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed in any other section will not be considered.
- 3.12 INSURANCE:** The Prime Proposer must carry the insurance as indicated on the Insurance Checklist hereto. As proof of the Provider's willingness to obtain and maintain the insurance, the Prime Proposer must complete, sign and have its insurance agent sign the attached **Exhibit 2** and submit it with the Request for Proposal.
- Upon receipt of the Notification of Intent to Award, the successful Prime Proposer will be required to submit a Certificate of Insurance (COI) showing the specified coverage and listing Knox County as additional insured, Endorsement Page(s) shall be included. It shall be the successful Prime Proposer's responsibility to keep a current COI on file with Knox County Procurement at all times during the contract term.
- 3.13 LICENSE REQUIREMENTS:** All contractors and sub-contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction where applicable. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE PROPOSAL. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO PROPOSAL REJECTION.**
- 3.14 MINIMUM QUALIFICATIONS:**
- 3.14.1** Prime Proposer must address all requirements as defined in Section V, Proposal Format.
- 3.14.2** Prime Proposer must have the experience and capabilities to carry out the work contemplated and equipment and personnel available for the work.
- 3.14.3** Prime Proposer and all subcontractors must have valid licensing per Section 3.13.
- 3.14.4** Prime Proposer must have the capacity to bond the projects as submitted per Section 3.3.
- 3.15 NEGOTIATIONS:** Knox County may select a successful Prime Proposer on the basis of initial offers received without discussions, though Knox County may require/conduct oral interviews. Therefore, each proposal shall contain the Prime Proposer's best terms from a cost or price and service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated Prime Proposer. If Knox County and the selected Prime Proposer cannot negotiate a successful agreement with terms and conditions the County determines are fair and reasonable, Knox County may terminate said negotiations and begin negotiations with the next highest-rated Prime Proposer. This process will continue until a Contract has been successfully negotiated or all proposals have been rejected. No Prime Proposer shall have any rights against Knox County arising from such negotiations.
- 3.16 NEW MATERIAL:** Unless specified otherwise in the proposal package, the vendor(s) must provide new supplies and equipment. New, as used in this clause, means previously unused materials. Materials includes, but is not limited to, raw material, parts, items, components, and end products. Vendor submission of other than new materials may be cause for the rejection of their proposal.
- 3.17 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.18 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any respondent with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the respondent from this procurement transaction.



- 3.19 OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal (RFP) shall be open to the public for viewing and inspection, and Knox County will comply with all legitimate requests.
- 3.20 OWNERSHIP OF DOCUMENTS:** Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Prime Proposer and/or members of the Design Build Team in the performance of its obligations under the Contract shall be the exclusive property of Knox County, and all such materials shall be returned to Knox County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the County. The Prime Proposer shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all contractor's obligations under the resulting Contract without the prior written consent of Knox County.
- 3.21 PERFORMANCE AND PAYMENT BONDS:** The successful Prime Proposer may be required to submit both a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$25,000 in value. The bonds will be returned upon the successful and satisfactory completion of the project.
- 3.22 PRE-PROPOSAL CONFERENCE:** There will be a **non-mandatory** pre-proposal conference for Prime Proposers held on **May 29, 2024** beginning promptly at **10:00 a.m. local time**. The conference will be held at the office of the Knox County Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917. Please review the Request for Proposal before this meeting and bring a copy of the RFP with you to this conference. Respondents are hereby advised that the pre-proposal conference is for informational purposes only. Nothing spoken shall be legally binding on Knox County. All subcontractors are welcome as well. An optional on-site meeting will be available immediately following the pre-proposal conference at 5301 Brown Gap Road, Knoxville, TN 37918.
- 3.23 PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting a design-build team, which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.
- 3.24 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Prime Proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.25 PROPOSAL TIMELINE:** The following lists the dates and activities associated with this Request for Proposal. Please be advised these are tentative dates and are subject to change.
- |  |                                       |
|--|---------------------------------------|
| Release of RFP to proposers                | May 9, 2024                           |
| Non-Mandatory Pre-Proposal Conference      | May 29, 2024 at 10:00 a.m. local time |
| Deadline for proposers to submit questions | May 31, 2024 at 4:30 p.m. local time  |
| Knox County responds to questions          | June 3, 2024                          |
| Proposal due into Procurement Division     | June 12, 2024 at 2:00 p.m. local time |
| Evaluate and select successful proposer    | TBD                                   |
| Award Contract                             | TBD                                   |
| Contract Effective Date                    | TBD                                   |
- 3.26 QUESTION DEADLINE & ADDENDA:** Firms may submit requests for clarifications or interpretations regarding this RFP. Firms must prepare such requests in writing for the County's consideration as set forth in the RFP.

While the County has not placed a limitation on the number of requests to be submitted, firms are cautioned to request meaningful clarifications or interpretations in an organized manner (e.g. limited frequency of requests) or the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **4:30 p.m. local time on May 31, 2024**.

Firms are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation and the County's failure to respond to any such request will not relieve the proposer of any obligations or conditions required by this RFP.

- 3.26.1 Requests for clarification or interpretation regarding this RFP shall be submitted in writing per Section 1.1 of the RFP.
- 3.26.2 All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County as receiving a copy of the RFP. Addenda will also be available at our on-line procurement system for viewing and download.
- 3.26.3 No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers relying on any such oral information risk having their response deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered.
- 3.26.4 During the period provided for the preparation of submittals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP.

3.27 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

3.28 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Prime Proposer agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Prime Proposer remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.29 **SAFETY, PROTECTION, AND TRAINING:** The Prime Proposer shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed.

Furthermore, the Prime Proposer is solely responsible for the training of all their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The Prime Proposer shall take all necessary precautions for the safety of, and provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA, and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by Knox County.

The Prime Proposer is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency. The Prime Proposer shall be required to furnish their employees with the proper personal protective clothing and equipment. The Prime Proposer shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements. The Prime Proposer is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other regulatory agency.

3.30 **SAFETY EFFORTS:** The Prime Proposer and all sub-contractors must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The Prime Proposer and all sub-contractors shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

## SECTION IV SCOPE OF WORK

- 4.1 GENERAL SCOPE OF WORK:** The successful Prime Proposer will be asked to negotiate a single contractual agreement under which the successful Prime Proposer will lead a Design Build Team to design, construct and deliver on a “turn-key” basis, the Project as described herein. Each Prime Proposing party’s proposal must comply with the requirements of this Section.

The County desires to select a cooperative, highly functional design-build team to provide a “turn-key” project that fully meets the County’s needs. The design build approach is intended to allow designers, contractors, and the owner to work together to address each of these challenges concurrently, to produce an effective, comprehensive design and construction process that meets all of these needs.

The County will request the Design Build Team to complete a project that provides the highest design and construction quality, all within the established project budget and negotiated Guaranteed Maximum Price (GMP). The County will encourage the development of such creative options to maximize the value of the end product received.

The agreement between Knox County and the successful Prime Proposer will be drafted by Knox County Procurement. While Knox County is employing this method to encourage a cooperative approach, the contractual agreement will be between Knox County and the successful Prime Proposer. A draft of the contract to be utilized is included in the RFP as **Exhibit 1** for reference.

The Design Build Team will be responsible for obtaining all data and information sources in order to provide design plans, restoration specifications and complete construction of the following in conjunction with the Concept Plan, provided in **Exhibit 7**, and the specific tasks outlined below.

- 4.1.1** Restore approximately 1,025 linear feet of unstable stream banks with improvements to lateral stability and floodplain connectivity.
- 4.1.2** Re-establish riparian buffers to be composed of planted native bottomland hardwood forest community.
- 4.1.3** Remove hydrologic modifications (floodplain drainage ditches, berms, levees, and other fill areas) to improve overland and subsurface water exchange and sediment transport continuity.
- 4.1.4** Enhance and restore nearly two (2) acres of riparian/slope wetlands by removing spoil material, reconnecting hydrology to wetland areas, treating invasive plants and planting native wetland plant species.
- 4.1.5** It is anticipated a TEMA No-Rise / No-Impact Certification will be achieved through the implementation of this project. The Contractor will conduct the required analysis and submit documentation for review by the local floodplain administrator.
- 4.1.6** Provide closeout documentation, including red-line design plans and an Operation and Maintenance Plan.

- 4.2 AMERICAN RESCUE PLAN ACT (ARPA) FUNDS:** This project is being funded in whole or in part by federal award number 21.027 awarded to Knox County by the U.S. Department of the Treasury. Any publications produced with funds from an Agreement that results from this solicitation must display the federal award information. Additionally, all respondents must certify that they comply with ARPA Project Requirements & Guidelines, **Exhibit 6**. The ARPA Project Requirements & Guidelines must be incorporated into all ARPA funded Contracts and Subcontracts.

**All funds must be disbursed, and all project activities must be completed before September 30, 2026.**

- 4.3 BUDGET:** The total budget for the Project is **\$236,615.00**. This figure must include everything necessary for the successful design and installation of the Project, including but not limited to, permitting, including coordination with local, state, and federal agencies as needed.

The pricing requested in this RFP includes a fixed fee percentage of total design build costs and monthly general conditions costs for evaluation purposes. Knox County reserves the right to negotiate these fees with the successful Prime Proposer along with pre-construction fees to include the design and engineering of the project.

Design and engineering fees will be based upon the state fee schedule at a maximum and portions will be allowed to be billed in advance of construction and the determination of the GMP. These costs are not in addition to the GMP. Knox County expects that these costs will be included in the GMP once it is set.

- 4.4 COORDINATION WITH PROPERTY OWNERS:** The Project design may be dependent on landowner cooperation to accept a water quality restriction on their property. Once a final design has been approved, the Prime Proposer will be responsible for creating an exhibit drawing that delineates the metes and bounds of the Project on the seven (7) properties that make up the Project site. This will include a description of maintenance requirements and restrictions. This drawing will be done by a land surveyor registered in the State of Tennessee. This exhibit drawing will be appended to an Operation and Maintenance Agreement created by the Owner to be signed by all property owners for the purpose of protecting Project work.
- 4.5 DESIGN BUILD TEAM:** The Design Build Team shall consist of Tennessee licensed general contractors, designers, engineers, and other consultants that bring value to the project. All team members must be properly licensed and have experience in stream and wetland restoration projects and successfully completing projects developed with a Guaranteed Maximum Price.
- 4.6 GUARANTEED MAXIMUM PRICE:** Knox County expects that reviews will be conducted and a Guaranteed Maximum Price (GMP) for the project will be set upon completion of the design and construction document phase. The Design Build Team shall include an estimated time for establishing the GMP in the proposed construction schedule.
- 4.7 HOURS OF CONSTRUCTION:** Construction operations for the Project shall be between the hours of 7:00 AM and 6:00 PM Eastern Time, Monday through Saturday (national holidays excluded); provided, however, that Contractor shall be permitted to leave stored equipment and materials within agreed upon areas at the Project Site at other times. Nothing in this section shall be construed to exempt the Contractor or the Project from the County's ordinances related to noise or other nuisances.
- 4.8 INSPECTIONS:** Construction inspections will be made periodically by Knox County or its designee to review compliance with the solicitation requirements and the final working drawings. Knox County reserves the right to inspect the site at any time without notification.
- 4.9 LIQUIDATED DAMAGES:** The Prime Proposer is responsible for ensuring that work shall begin on receipt of the Notice to Proceed and work shall be completed within the Contract Time. **In the event the project is not completed within the specified timeframe, the Contractor will be charged as per Section 108.09 of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, per calendar day not as a penalty but as liquidated damages for failure to complete the project in its entirety.**
- 4.10 MONITORING AND REPORTING:** Contractor shall be responsible for conducting all pre, during, and post Project monitoring activities and preparation and submittal to Knox County of all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable. All materials, reports, surveys, delineations, plans, etc. will be available to Knox County to use for educational materials, signage, grant documentation and reporting, and permitting.
- 4.11 PERMITS AND UTILITY COORDINATION:** The Contractor will be responsible for providing all information and securing all necessary local, state and federal permits, certifications and authorizations for this project. This includes all required surveying and data collection necessary to prepare and submit permit applications, coordination with local utilities, and payment of all required fees to obtain permits or agency authorizations to proceed. No work shall commence until permits are secured. Requirements include but are not limited to permits required by the U.S. Army Corps of Engineers, Tennessee Department of Environment and Conservation, and Tennessee Valley Authority. If necessary, a floodplain development permit shall be obtained from Knox County. Floodplain development permit applications shall comply with all federal and state statutes, and local laws, rules, and ordinances.

The Contractor will be responsible for notifying TN811 prior to commencement of any earthwork operations.

The Contractor shall provide and execute a Stormwater Pollution Prevention Plan (SWPPP) for the Project if required. Erosion and sediment discharge must be controlled throughout the construction process in accordance with the Tennessee NPDES Construction General Permit and local erosion and sediment control regulations.

- 4.12 PLANTINGS:** It is recommended the plantings be installed during the dormant months (November 15–March 15) to promote plant survival. Planting is encouraged in spring or fall to promote plant survival. If summer planting is necessary, the contractor will be responsible for any watering needs at no additional cost to Knox County.

**4.13 PROJECT/CONSTRUCTION ADMINISTRATION:** The Prime Proposer shall submit a bar chart design and construction schedule showing planned and actual start and finish dates for each design and construction phase, sequencing, submission dates for required deliverables, and major milestones. The schedule shall begin with Notice-To-Proceed through Substantial Completion, ending with estimated Final Completion. Schedules shall be provided within two (2) weeks of Notice-To-Proceed.

**4.13.1** During construction, the Design Build Team shall hold periodic, regularly scheduled progress meetings at the site, including the Owner, Design Build Team members, and representatives of subcontractors. The schedule will be determined at the time of construction. The design-build team shall record meeting minutes and distribute them to attendees prior to the next progress meeting.

**4.13.2** Design Build Team members shall make periodic visits to the construction site as required and shall be available to meet and respond to questions from the County and from sub-contractors during construction, commissioning, and punch-out. Knox County's expectations are that the key personnel assigned to the project from the design-build team be available on-demand when issues arise to ensure that the project remains on schedule.

**4.13.3** The Prime Proposer or assigned representative (site superintendent) shall be on the site at all times of work to provide construction supervision, including when sub-contractors are performing work under this contract. It is Knox County's belief that the site superintendent drives the project and is the most important individual assigned to the project. The Prime Proposer(s) is expected to provide the site superintendent's cell phone and email address to Knox County so that the owner has the ability to stay in constant contact with the site superintendent.

**4.13.4** The Prime Proposer shall maintain a set of approved construction documents, with all approved revisions, at the site as a record mark-up of as-built conditions. These red-lined plans shall be made available to the County throughout the contract.

**4.13.5** The work site shall be maintained in a neat, orderly, and safe condition at all times. Store and dispose of waste in accordance with applicable codes and regulations. Do not burn waste materials. Do not burn any debris or excess materials on County property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. All extra materials shall be disposed of as directed by the County. Do not use Knox County containers located at nearby/adjacent properties for dispose of material.

**4.14 PROJECT COMPLETION:**

**4.14.1** Prior to Final Completion, the Prime Proposer shall submit closeout documents including, but not limited to:

- Release of liens,
- All warranties,
- Maintenance requirements list,
- Documents verifying quality assurance and quality control,
- Documents required by permits (404/401/FEMA, etc.),
- A subcontractors list per Section 4.16, and
- Three (3) sets of Operation and Maintenance plans, which include red-line version of design plans and/or site map with description of variances and electronic drawing files and documents on reproducible medium.

Knox County requests electronic copies on a CD/DVD or flash drive, etc. Knox County reserves the right to request additional information and more detailed documentation if there are substantial changes to the originally approved design.

**4.14.2** Final inspection and acceptance of the work shall be made by Owner upon a final walk-through of the site with the Contractor. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection. The Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish from the operations, leaving the premises in a neat and presentable condition. In the event of the Contractor's failure to do so, the same may be done by the Owner at the expense of the Contractor, and the Contractor's surety shall be responsible therefore.

**4.14.3** Knox County will not take possession nor make any final payments until all “punch out” items are acceptable. Work is subject to liquidated damages per Section 4.9.

**4.15** **SITE PROTECTION:** Contractor shall be responsible for ensuring safety at the Project Site, including safe storage of supplies and equipment. Contractor is responsible for maintaining safe traffic flow near the project site during construction and necessary traffic signage during construction.

Disturbance to existing native trees shall be minimized in accessing the site. Any areas disturbed to access the Project Site, including roadways/right of ways and private property must be restored to former condition at the close of this Project at the Contractor’s expense. Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.

**4.16** **SUBCONTRACTORS:** The Prime Proposer shall include a list of subcontractors in their proposal where practical. Knox County understands that not all subcontractors will be part of the design-build team at this stage of the process. Submittal shall also include a statement of the subcontractors’ qualifications where applicable. All subcontractors shall be licensed as an appropriate contractor for the work described and in good standing with Knox County. The County reserves the right to reject the successful Prime Proposer’s selection of subcontractors for good cause. If a subcontractor is rejected, the Prime Proposer may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County, nor shall it result in an extension of time without the County’s written approval.

The subcontractors will not be paid by Knox County. Subcontractors are the responsibility of the awarded Prime Proposer and shall be paid by the awarded Prime Proposer. Knox County shall in no way be responsible, or liable, to any subcontractors. Knox County strongly encourages the use of small and minority owned subcontractors. The Prime Proposer shall include a plan in their proposal to utilize small and minority owned subcontractors. As part of Project Closeout, the Prime Proposer shall be required to submit to Knox County a report listing all subcontractors and vendors used on the project. This report shall include the subcontractor or vendor’s name, address, current contact information, diversity classification (if known), description of services provided or goods purchased, and contract/purchase amount.

**4.17** **WARRANTIES:** All contractors and sub-contractors must submit the manufacturer’s standard warranty and shall promptly replace or repair defective material, parts, workmanship and/or inadequate design at no cost to Knox County. This includes but is not limited to plantings, control of invasive plants, bank treatments, etc.

Contractor shall submit their warranty on plant materials installed through this Project. Knox County requires at a minimum, 75% survival of all plant material for two growing seasons after planting. Plant materials shall be replaced by the warranty if more than 25% of the plant is dead, diseased, or dying.

**4.18** **OVERVIEW OF THE ATTACHMENTS:** To aid firms in their response to this solicitation, the following items are attached:

- Exhibit 1: Draft Design-Build Contract between successful Prime Proposer and Knox County
- Exhibit 2: Insurance Checklist
- Exhibit 3: Drug Free Workplace Certification
- Exhibit 4: Non-collusion Affidavit of Prime Bidder
- Exhibit 5: Affidavit of Compliance Iran Divestment Act / No Boycott of Israel
- Exhibit 6: American Rescue Plan Act (ARPA) Funds Project Requirements and Guidelines
- Exhibit 7: Concept Plan

## SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and three (3) exact copies. An electronic copy on CD/DVD or flash drive, in one complete file, is also requested.

### Part I PROPOSER INFORMATION

- Prime Proposer's Company name, address, and telephone/fax numbers
- Prime Proposer's Contact name(s) and telephone number(s)
- Prime Proposer's Contact email address
- Prime Proposer's vendor number as assigned by Knox County
- Prime Proposer's Tennessee Contractors License Number
- Prime Proposer's Knox County Business License (if applicable)
- Prime Proposer's Employer Identification Number (EIN)
- Acknowledge acceptance of the American Rescue Plan Act (ARPA) Funds Project Requirements & Guidelines as described in Section 4.2.
- Acknowledgment of Addenda (if applicable)

### TRANSMITTAL LETTER

Provide a transmittal letter identifying the Prime Proposer. The letter should introduce the design build team members, briefly summarize the team's background and history working together and any distinguishing qualities or capabilities that uniquely qualify the team for the project. The letter must be signed by the individual regarded as the team leader with authority to bind the Prime Proposer contractually. Please address the letter to Brian Hubbs, Construction and Contract Specialist.

### DESIGN-BUILD TEAM ORGANIZATION

Provide a diagram of the proposed team structure, clearly describing who the prime responsible firms and individuals are, as well as the roles and responsible individuals of the proposed consultants and sub-contractors. Provide a summary of all team members including names, addresses, contact names, telephone numbers, license numbers, and roles/responsibilities within the team including:

- Prime Proposer
- Design Team Leader
- Engineering Consultants
- Specialty Consultants
- Major Sub-contractors considered by the Proposer to be a critical element of the overall team.

### Part II TECHNICAL EXPERTISE

Demonstrate special expertise, qualifications, and experience via similar projects completed by the Proposer and team members. This experience must include construction of stream restoration and wetland enhancement projects. Provide one-page resumes of the key members of the design team, engineers, consultants, construction project manager(s), and site superintendent.

List and describe in detail at least three (3) and no more than five (5) completed projects which establish the Prime Proposer and Team members' experience with projects relevant to stream restoration and wetland enhancement projects similar to the size and scope of this Project. Other similar stream and wetland improvement projects may also be used. Projects for Knox County are not to be included in this list.

Include project name and location, start date and completion date, scope of work, project construction budget, actual project cost, project size, key personnel involved in the project, and client reference name and contact information. Additional comparable projects which establish the team's experience may also be listed.

### Part III PROJECT & DESIGN APPROACH

Demonstrate how designers and contractors will work together as a team to create innovative solutions. Include information regarding the methods and materials used during construction. Include information and plans regarding the site plan, erosion prevention and sediment control measures, plant warranty information, etc.

Provide the Design Build Team's approach to the design process. List and describe each step of the process in detail.

Describe in detail the design-build team's approach to budget control, quality control, quality assurance, value engineering, and safety. Describe how the owner, design team, and construction team will work as a team. Include detailed information regarding the team's approach to project/construction administration.

**Knox County does not require nor expect a complete design and full set of drawings for this solicitation. This section shall be limited to a maximum of four (4) pages, including drawings, with page size no larger than 8.5 by 14 (legal size). Design Build Teams will not gain an advantage by providing extra drawings and plans. Knox County expects no more than a prospective simple rendering and simple site plan that illustrates the Design-Build Team's initial project and design approach. This is not a design competition. Extra points will not be awarded for extra work. The intent is to create a fair competition while allowing prospective Design Build Teams to keep their proposal costs to a minimum. As part of the design development phase, Knox County will work with the successful Design Build Team to program and design the Project.**

#### Part IV

##### **PRICE**

- Proposers shall include a construction services fixed fee that shall be stated as a percentage of the total design build costs that includes the following:
  - General Prime Proposer overhead and profit.
  - Prime Proposer personnel not directly assigned to the project such as accountants, clerks, secretaries, and personnel other than those listed under the Construction General Conditions Budget whether in an office or on-site.
  - Prime Proposer officers and other personnel with supervisory status not listed under the Construction General Conditions Budget.
  - The cost of main office equipment and related supplies, maintenance, and service not located on-site.
- Proposers shall provide a Construction General Conditions Budget for the below items for general conditions during the construction phase of the project. The Prime Proposer may indicate an item as Not Applicable, but additional items should not be added at this time. These costs may be negotiated prior to an agreed upon GMP. Costs provided must be monthly and be based on the information provided in this RFP.
  - Project Manager
  - Safety Measures
  - Storage Trailer(s)
  - Portable Toilets
  - Trash Collection and Disposal
  - Telephone/Wireless
  - Vehicles
  - Fuel
  - Office Equipment, Furniture, Supplies, and Expenses
  - Insurance including General Liability, Auto and Workers Compensation
  - Payment & Performance Bonds
  - Printing & Photographs (does not include printing of construction drawings/documents)

#### Part V

##### **PROPOSED CONSTRUCTION SCHEDULE**

Provide a master schedule that indicates major milestones, proposed time to establish the GMP, design, and construction time. Specifically, list in months, how long each phase of the construction project will last as well as the entire project from beginning of design to final completion. Explain the proposed timing of establishing the GMP and how establishing a GMP at the proposed time will maximize efficiency and cost savings. Provide a detailed list of current projects, projected workload over the next twelve (12) months, and availability of personnel for all major firms that are projected to be part of the Design Build Team. Current and projected workload should include estimated start (if project is not underway at this time) and completion dates, project location, and total contract budget/project size.

#### Part VI

##### **LICENSES**

Provide copies of all Licenses required to perform this work, including both general contracting and design team licenses. Licenses should be provided for all key team members/firms.



**Part VII**      **ATTACHMENTS**

Prime Proposers must execute and include the attachments listed below. Failure to do so may result in the proposal being disqualified.

- Insurance Checklist (Exhibit 2)
- Affidavit of Compliance with Drug Free Workplace (Exhibit 3)
- Non-collusion Affidavit of Prime Proposer (Exhibit 4)
- Affidavit of Compliance Iran Divestment Act / No Boycott of Israel (Exhibit 5)

**Part VIII**      **ANY OTHER INFORMATION THAT WOULD ADD VALUE TO YOUR PROPOSAL**

**Part IX**      **EXCEPTIONS**

Proposers are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFP in your response

**Failure to include any of the above information or any other information requested may result in the proposer being disqualified.**

**EXHIBIT 1**  
**DRAFT CONTRACT**

# Knox County, Tennessee

And

“Contractor”

**This Contract**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between Knox County, Tennessee hereinafter referred to as “County” and \_\_\_\_\_, hereinafter referred to as “Contractor.”

**Whereas**, County requested proposals for Design Build Services – Mill Run Stream and Wetland Improvement Project for Knox County, Tennessee (Requests for Proposals #3563) and;

**Whereas**, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

**Whereas**, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Proposal. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposal specifications and the Contractor’s response.

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

**Witnesseth:**

**1. Statement of Work.** This work shall include design build services to construct a wetland enhancement and streambank stabilization. The Contractor shall perform all design and construction services, and provide all necessary supervision, material, equipment, machinery, tools, testing, temporary utilities, and labor necessary. Knox County is seeking a complete turn-key project. The stream and wetland improvements project will be constructed in the Mill Run Subdivision with wetland enhancement spanning approximately two (2) acres and approximately 1,025 linear feet of streambank stabilization along Beaver Creek.

Design work shall include engineering and other professional design services necessary for the preparation of the required drawings, specifications, and other design submittals needed to complete the work. All design work shall be consistent with applicable state laws. Nothing in this Contract is intended to create a contractual relationship between the County and any design consultant. County shall approve in writing all design submissions and construction documents.

Contractor shall perform all construction activities efficiently and with the requisite skill, expertise, and competence to satisfy the requirements of this Contract. Contractor shall only employ sub-contractors who are licensed and qualified to perform the work. Contractor shall coordinate the activities of all sub-contractors. Contractor agrees to reasonably cooperate with separate contractors employed by County. Contractor assumes responsibility for the proper performance of the work of sub-contractors and any acts and omissions in connection with such performance. Nothing in this Contract is intended to create a contractual relationship between the County and any sub-contractor. Contractor and all sub-contractors shall keep site neat, orderly, and free from all debris, trash, and construction waste.

**2. Completion of Work.** The Contractor shall commence work on the date to be specified in a written "Notice to Proceed" by the County. Substantial Completion of the project shall be achieved no later than \_\_\_\_\_, unless the period for completion is extended as hereinafter provided. Substantial Completion shall be achieved once ninety-five percent (95%) of the total project completion is obtained.

Final Completion of the work shall be achieved no later than \_\_\_\_\_, which is forty- five (45) calendar days after Substantial Completion. Final Completion is the date when the project, including all punch list items, is fully complete to the satisfaction of the County.

**3. Liquidated Damages.** In the event the project is not completed within the specified timeframe, the Contractor will be charged as per Section 108.09 of the Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, current edition, per calendar day not as a penalty but as liquidated damages for failure to complete the project in its entirety.

**4. Owner's Budget.** The County's budget for the Mill Run Stream and Wetland Improvement Project is Two Hundred Thirty-Six Thousand, Six Hundred Fifteen dollars (\$236,615.00) including design and engineering; construction; and reasonable contingencies related to these costs as appropriate.

**5. Pre-Construction Costs.** The County shall pay the Contractor for pre-construction costs, including design and engineering, subject to additions and deductions provided herein an amount not to exceed \_\_\_\_\_. A Guaranteed Maximum Price (GMP) will be determined approximately \_\_\_\_\_ percent (\_\_\_\_%) into the design phase of the project.

**6. Guaranteed Maximum Price.** At approximately \_\_\_\_\_ percent (\_\_\_\_%) completion of the design phase (or at a time agreed upon by the County and Contractor when design is sufficiently developed and documented in order to obtain detailed pricing), the Contractor shall deliver to the County a Guaranteed Maximum Price (GMP) Proposal including a written description of how the GMP was derived.

At a minimum, the GMP Proposal shall include the Cost of the Work detailed by each subcontract or trade (including design, engineering, and other pre-construction costs established above); the Contractor's General Conditions costs (including bonds and insurance) detailed by expense category; the Contractor's Overhead and Profit; the Contractor's Contingency for the work (no less than five percent of the Cost of the Work); a draft Schedule of Values; and the final construction schedule. The GMP, as part of the Contractor's Contingency, shall allow for reasonably expected changes in the drawings and specifications, not including material changes in scope. The County may accept the GMP Proposal or attempt to negotiate with the Contractor. If parties are unable to agree on a GMP, the County may terminate this Agreement

Upon acceptance of the GMP Proposal, the County and Contractor, contingent upon approval by the Knox County Commission, shall execute Attachment D to this agreement to establish the GMP.

**7. Payment.** The Contractor shall submit Application for Payment, certified by the Project Engineer, for all work performed as of the date of the Application for Payment on a monthly basis. Each Application for Payment is due the 28<sup>th</sup> day of each month beginning the first month after commencement and must contain documentation showing the percentage of completion of each portion of the work as defined by the most recent Schedule of Values submitted by the Contractor. The Schedule of Values shall allocate the entire contract sum among various portions of the work. The initial Schedule of Values shall be submitted for the County's review and approval prior to the County granting Notice to Proceed.

Contractor shall submit final Application for Payment to County upon Final Completion of the project and once the Contractor has satisfied all contractual obligations under this Contract. As a prerequisite to the final payment, the Contractor shall submit the following items to the Engineer, properly executed and in a form acceptable to the Engineer and the County:

- a) Contractor's Affidavit for Payment of Debts and Claims.
- b) Contractor's Affidavit of Release of Liens, conditional upon receipt of final payment.
- c) Consent of Surety to Final Payment.
- d) Guarantee from Contractor and each Subcontractor that the Work will be free of defects in materials and workmanship for a period of one (1) year, except otherwise specified in the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

Original Applications for Payment shall be sent to Knox County Engineering and Public Works via U.S. Mail or hand delivered to the following address:

Jim Snowden  
Knox County Engineering and Public Works  
205 W. Baxter Avenue  
Knoxville, TN 37917

**8. Warranty.** Contractor warrants to County that the construction, including all furnished materials and equipment furnished as part of construction, shall be new, in good quality, and free of defects in material and workmanship. Nothing in this warranty is intended to limit any manufacturer's warranty which provides County with greater warranty rights than set forth in this contract. Contractor will provide County with all manufacturer warranties upon Substantial Completion.

Contractor agrees to correct any work that is found not to be in conformance with the contract documents within a period of one (1) year from the date of Substantial Completion of the work or any portion of the work or within such longer period to the extent required by any specific warranty included in this Contract. Contractor shall, within ten (10) calendar days of receipt of written notice from the County that the work is not in conformance, take meaningful steps to correct the work. If Contractor fails to take meaningful steps to correct the problem within ten (10) calendar days of receipt of written notice, the County may commence corrective action for which Contractor will be responsible for all reasonable costs incurred by County. The one (1) year warranty only applies to the Contractor's obligation to correct nonconforming work and is not intended to constitute a period of limitations for any other rights or remedies County may have regarding Contractor's other obligations under this Contract.

**9. County's Representative.** The County designates the following individual as its senior representative with the authority and responsibility for the project:

Jim Snowden  
Knox County Engineering and Public Works  
205 W. Baxter Avenue  
Knoxville, TN 37917  
865-215-5800  
[jim.snowden@knoxcounty.org](mailto:jim.snowden@knoxcounty.org)

**10. Contractor's Representative.** The Contractor designates the following individual as its senior representative with the authority and responsibility for the project:

Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**11. Ownership of Documents.** Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Contractor and/or members of the design build team in the performance of its obligations under the Contract shall be the exclusive property of the County, and all such materials shall be returned to the County upon completion, termination, or cancellation of this Contract within a reasonable timeframe as determined by the County.

The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting Contract without the prior written consent of the County.

**12. Change Directives/Orders.** There shall be no change directives or change orders to the GMP except in the case of a material change in scope initiated by the County. In such case, Contractor shall use change directives when changes are necessary that will adjust the contract price. The County and Contractor shall negotiate such change directives constituting a material change in scope in good faith. All change directives must be submitted to the County in writing. County will approve change directives in writing. Upon the conclusion of the project, the County and Contractor will include all change directives, including additions and deductions, as part of a single change order.

**13. Intent of Plans and Specifications.** The Contractor will keep on the project site a copy of the plans and specifications and shall at all times give the County access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern.

The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the plans and specifications but shall immediately call them to the attention of the County whose interpretation or correction thereof shall be conclusive.

**14. Claims for Extra Cost.** If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, it shall give County written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the County may direct and shall present such account supported by receipts to County. The County shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

**15. Work by Utilities.** During the life of this Contract, local utilities and the County may install or adjust their respective utilities in the project area and work shall be performed by the Contractor in cooperation with these utilities. The Contractor shall be responsible for the coordination of their work with the respective utility owner.

Any cost of relocation of the utility during construction such as power poles, etc. to facilitate the work of the Contractor for convenience of the Contractor shall be borne by the Contractor.

**16. Performance and Payment Bond.** The Contractor shall upon establishment of the GMP and before the commencement of any operations hereunder execute the Contract and furnish the County with a Performance and Payment Bond in a sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work provided by this Contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the County. The expense of this bond shall be borne by the Contractor. All bonding companies must be listed in the Federal Register Dept. of the Treasury Fiscal Service, companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies notice. If at any time a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the County may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

Evidence of authority of any attorney in fact acting for the corporate surety must be provided in certified form and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the County.

**17. License and Permits.** The County will assist with obtaining permits required for permanent structures. The Contractor shall obtain and pay for all necessary licenses and permits and shall faithfully comply with all laws, ordinances, and regulations Federal, State, or local which may be applicable to the operations to be conducted hereunder.

**18. Waiver.** It is expressly understood and agreed that any waiver granted by the County, or any representative of the County, of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Any such waiver granted by the County shall be made in writing and signed by all parties under this contract.

Neither the acceptance of the work by the County nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the County of any claim which the County may have against the Contractor or surety under this Contract or otherwise.

**19. Superintendent.** The Contractor shall assign and provide a superintendent, who will be identified by name to the County. Contractor will provide superintendent's contact information including email address and cell phone number to County. Superintendent will provide constant on-site supervision during any and all construction under the Contract whether by the Contractor or a subcontractor. The superintendent shall have full authority to act for the Contractor and to carry out all instructions given by the County.



**20. Labor Provisions.** The Contractor and subcontractors shall discharge, whenever ordered to do so by the County, any employee who is disorderly or whose conduct in the opinion of the County is detrimental to the prosecution of the work.

No person under the age of sixteen (16) years shall be employed. The work shall at all times be prosecuted under safe working conditions and in a safe and workmanlike manner and the conditions of work shall be subject to inspection and correction by the County or safety inspectors of the County.

Contractor agrees that no products will be provided or used under this Contract which have been manufactured or assembled by child labor.

**21. Liability Insurance.** The Contractor shall procure and maintain, at their own expense, during the life of this Contract, liability insurance as necessary to indemnify the County and its agents. All such insurance shall be subject to the approval of the County for adequacy of protection and shall contain a provision preventing cancellation without thirty (30) calendar days prior written notice to the County.

The liability insurance will be that required in Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for destruction of or damage to property arising out of or in connection with any operations under the Contractor or anyone directly or indirectly employed by the Contractor or by a subcontractor under the Contractor.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in performance of the work shall cover all blasting operations. Certificates evidencing the issuance of such insurance shall be filed with the County prior to commencement of any operations under this Contract.

**22. Workers' Compensation Insurance.** The Contractor shall procure and maintain, at their own expense, during the life of this Contract in accordance with the provisions of the laws of the State of Tennessee, Workers' Compensation Insurance for all the Contractor's employees at the site of the project, and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurance for the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in work under this Contract at the site of the project is not protected under the Workers' Compensation Insurance, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of these employees not otherwise protected.

Certification evidencing the issuance of such insurance shall be filed with the County prior to the commencement of any operations under this Contract.

**23. Payments Withheld.** The County may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any Application for Payment to such extent as may be necessary to protect the County from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.
- (f) Failure of the Contractor to keep its work progressing in accordance with its time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

**24. Assignment and Transfer of Contract.** The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without the prior written consent of the County and the Contractor's surety. Any such assignment or transfer without such written consent shall be null and void.

**25. Subcontractors.** The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to ensure the fulfillment of all the provisions of this Contract affecting subcontractors.

**26. Protection of Work and Property.** The Contractor shall continuously maintain adequate protection of all its work and materials from damage or theft and shall protect the County's property and all adjacent property from injury or loss arising in connection with activities under this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the County.

The Contractor shall provide, use, and maintain all necessary precautions, safeguards, and protection to prevent accidents on the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under this Contract.

The Contractor shall designate a responsible member of its organization for the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the County in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor without special instruction or authorization from the County is hereby permitted to act, at its discretion, to prevent such threatened loss or injury, and the Contractor must take such action if so instructed or authorized by the County.

Additionally, in order to further protect the lives and health of the Contractor's employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under the Contract. The Contractor shall also protect property as required by law.

**27. Safety.** The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (O4PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54). The Contractor shall comply with the Occupational Safety and Health Act for Construction Industry (29 CFB Part 1929) under Sections 650 through 652.

**28. Liens.** If at any time there shall be evidence of lien or claim for which the County might become liable and which is chargeable to the Contractor, the County shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide for complete indemnification against such lien or claim. In the event the County has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the County, the Contractor and its surety shall be liable to the County for any loss so sustained.

**29. Defective Work or Material.** The Contractor shall promptly remove from the premises all work and materials deemed by the County as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

**30. Inspection and Acceptance.** The Contractor shall do all work to the approval of the County. The County shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to inspection and approval.

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on Applications for Payment. Materials of construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All work and material shall be tested to the satisfaction of the County before acceptance. The County shall be provided copies of all testing performed for the project.

Warranty periods shall not commence until the County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the County. The County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods and/or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

Final inspection and acceptance of the work shall be made by the County. Such inspection shall be made as soon as practical after the Contractor has notified the County in writing that the work is ready for such inspection.

**31. Other Contracts.** The County may award other contracts for the project. The Contractor shall fully cooperate with such other Contractors and carefully fit its work to that provided under other contracts as may be directed by the County. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

**32. County's Right to Take over the Work.** If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed to take over Contractor's affairs, or if Contractor should fail to perform its work with due diligence and carry the work forward in accordance with Contractor's work schedule and the time limits set forth in the Contract Documents, or if Contractor should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by Contractor, the County may serve written notice to the Contractor and the surety on Contractor's Performance Bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the County bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily corrected within ten (10) calendar days after service of such notice, the County may, without prejudice to any other right or remedy, exercise one (1) of such remedies, at once, having first obtained a certificate from the County that sufficient cause exists to justify such action.

- (a) The County may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice on the Contractor and their surety, where upon the surety shall have right to take over and perform this Contract. If the surety does not commence performance of the contract within ten (10) calendar days after service of the notice of termination, the County may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its services, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted.

If the County takes over the work and if the unpaid balance of the contract price when the County takes over the work, exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the County through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses and damages shall exceed such unpaid balance of the contract price, the Contractor and its surety shall pay the difference to the County. Such cost, expenses and damages shall be certified by the County.

(b) The County may take control of the work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the County deems advisable. In such event the County shall be entitled to collect from the Contractor and its surety, or to deduct from any payment then or thereafter due the Contractor, provided the County approved the amount thus charged to the Contractor.

(c) The County may require the surety of the Contractor's Bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the County and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instruction from the County to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the County to take control of the work.

**33. Delays and Extension of Time.** If the Contractor shall be delayed at any time in the progress of the work by an act or neglect of the County, or by any employee of the County, or by any separate Contractor employed by the County, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any force majeure events beyond the Contractor's and County's control, or by delay authorized by the County, or by any cause which the County shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the County may decide. No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the County. In the case of a continued cause of delay, only one (1) claim is necessary.

**34. Right of Occupancy.** The County shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The County shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The County shall also have the right to enter the premises for the purpose of doing work not covered by its Contract with the Contractor.

**35. Cleaning Up.** Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish from its operations, leaving the premises in a neat and presentable condition. In the event of the Contractor's failure to do so, the same may be done by the County at the expense of the Contractor, and the Contractor and the Contractor's surety shall be responsible therefor.

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

Should the Contractor fail to provide the design build services detailed herein, County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problems within ten (10) calendar days. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County immediate written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

County may terminate this Contract immediately if the stated completion time is not met. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

**37. Appropriations.** In the event no funds are appropriated by the County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**38. Independent Contractor.** Contractor acknowledges that Contractor and Contractor's employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

**39. Compliance with all Federal, State, and Municipal Laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Design Build Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

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

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

**42. Non-discrimination and Non-conflict Statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest which would conflict, in any manner, with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the Contract.

**43. Books and Records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

**44. Indemnification/Hold Harmless.** Contractor shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

**45. Delivery.** Contractor shall render the Design Build Services – Mill Run Stream and Wetland Improvement Project for Knox County in accordance with Requests for Proposals #3563. This includes acquiring all necessary permits for, but not limited to, construction, installation, training etc. as per Requests for Proposals #3563, Design Build Services – Mill Run Stream and Wetland Improvement Project.

**46. Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

**47. Limitations of Liability.** In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if the County has been advised of the possibility of such damages

**48. Order of Precedence.** In the event of inconsistent or conflicting provisions of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposals (3) Contractor’s Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

**49. Contract Documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- A. Request for Proposal #3563, including all Exhibits and Addendums
- B. Contractor’s Response to Request for Proposal #3563
- C. Contractor’s Certificate of Insurance
- D. Guaranteed Maximum Price

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

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

**Knox County, Tennessee**  
  
by: \_\_\_\_\_  
**Glenn Jacobs**  
**Knox County Mayor**

**Date:** \_\_\_\_\_

**Contract #:** \_\_\_\_\_  
**Approved as to Legal Form:**

\_\_\_\_\_  
**Knox County Law Director’s Office**

**“Contractor”**  
  
by: \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Attachment D**

**Knox County, Tennessee**

**and**

**“Contractor”**

Knox County, Tennessee (“County”) and \_\_\_\_\_ (“Contractor”) entered into a contract for Design Build Services designated as Contract No. \_\_\_\_\_ on the \_\_\_\_\_ day of, \_\_\_\_\_ 2024, which contract states that a Guaranteed Maximum Price (GMP) is to be determined approximately \_\_\_\_\_ percent (\_\_\_\_%) into the design phase of the new Mill Run Stream and Wetland Improvement Project.

**Witnesseth:**

**1. Guaranteed Maximum Price (GMP).** The County and Contractor have agreed to a GMP of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the new Mill Run Stream and Wetland Improvement Project. Therefore, the County shall pay the Contractor for work performed under the contract subject to additions and deductions provided therein a Guaranteed Maximum Price (GMP) of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

**2. Contract Documents.** It is mutually agreed by both parties that the GMP Proposal from the Contractor dated \_\_\_\_\_ presenting the GMP and related documents are made part of this Attachment D and incorporated herein by reference.

Except as hereby modified, all other terms and conditions of Contract No. \_\_\_\_\_ between the County and Contractor shall remain in full force and effect.

**In witness whereof,** the parties hereto agree to incorporate this Attachment D into Contract No. \_\_\_\_\_ in one original copy on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Knox County, Tennessee**

**Contractor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Glenn Jacobs  
Knox County Mayor

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Knox County Law Director’s Office**

Contract Number: \_\_\_\_\_

**EXHIBIT 2  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
RFP NUMBER 3563**

**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 <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	X	ANY AUTO-SYMBOL (1)														<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 30%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td> </td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td> </td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td> </td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)						
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YES	4.	COMMERCIAL GENERAL LIABILITY	LIMITS																												
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">CLAIM MADE</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%;">OCCUR</td> <td style="width: 30%;"></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="4" style="text-align: center;">GEN'L AGGREGATE LIMITS APPLIES PER</td> </tr> <tr> <td>POLICY</td> <td> </td> <td>PROJECT</td> <td>LOC</td> </tr> </table>	CLAIM MADE	X	OCCUR						GEN'L AGGREGATE LIMITS APPLIES PER				POLICY		PROJECT	LOC	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">EACH OCCURRENCE</td> <td style="width: 30%; text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: center;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: center;">\$ 5,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td style="text-align: center;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/AGGREGATE</td> <td style="text-align: center;">\$ 2,000,000</td> </tr> </table>	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
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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 PROFESSIONAL LIABILITY	\$1,000,000.00																												
NO	10.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td style="width: 100px;">ARCHITECTS &amp; ENGINEERS</td> <td style="width: 20px;"></td> </tr> <tr> <td>NO</td> <td>ASBESTOS &amp; REMOVAL LIABILITY</td> <td> </td> </tr> <tr> <td>NO</td> <td>MEDICAL MALPRACTICE</td> <td> </td> </tr> <tr> <td>NO</td> <td>MEDICAL PROFESSIONAL LIABILITY</td> <td> </td> </tr> </table>		ARCHITECTS & ENGINEERS		NO	ASBESTOS & REMOVAL LIABILITY		NO	MEDICAL MALPRACTICE		NO	MEDICAL PROFESSIONAL LIABILITY		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">\$1,000,000 PER OCCURRENCE/CLAIM</td> <td style="width: 30%;"></td> </tr> <tr> <td>\$2,000,000 PER OCCURRENCE/CLAIM</td> <td> </td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td> </td> </tr> <tr> <td>\$1,000,000 PER OCCURRENCE/CLAIM</td> <td> </td> </tr> </table>	\$1,000,000 PER OCCURRENCE/CLAIM		\$2,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM		\$1,000,000 PER OCCURRENCE/CLAIM									
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																												
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																												
NO	13.	MOTOR CARGO INSURANCE																													
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																												
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																												
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																												
NO	17.	DISHONESTY BOND	\$																												
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																												
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																												

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT AUTOMOBILE AND WORKERS' COMPENSATION. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.
22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED \_\_\_\_\_.

**INSURANCE AGENT'S STATEMENT AND CERTIFICATION:** I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

**PROPOSER'S STATEMENT AND CERTIFICATION:** IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSER NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

**EXHIBIT 3  
RFP NUMBER 3563**

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**DRUG-FREE WORKPLACE REQUIREMENTS OF  
TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with proposal by construction contractor with 5 or more employees)

I, \_\_\_\_\_, President or other Principal

Officer of \_\_\_\_\_, swear or affirm that the  
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE }  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or Principal Officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**EXHIBIT 4  
RFP NUMBER 3563**

**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposer in connection with the Contract for which the attached Proposal has been submitted or to refrain from Proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Knox County, TN, or any person interested in the proposed contract;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature)

My commission expires \_\_\_\_\_

**EXHIBIT 5**  
**RFP NUMBER 3563**

**AFFIDAVIT OF COMPLIANCE**  
**IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL**

Comes \_\_\_\_\_, for and on behalf of  
*(Printed name of Principal Officer of Company)*

\_\_\_\_\_, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public  
My Commission Expires:

\_\_\_\_\_

## EXHIBIT 6

### AMERICAN RESCUE PLAN ACT (ARPA) FUNDS PROJECT REQUIREMENTS & GUIDELINES

**The following language will be included in all ARPA funded Contracts and must be included in all Subcontracts:**

#### PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of Sections 602 and 603 of Social Security Act ("the Act"), regulations adopted by Treasury pursuant to Sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Awardee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Awardee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (24 §§ 4601-4655) and implementing regulation.
9. Generally applicable federal environmental laws and regulations.
10. Statutes and regulations prohibiting discrimination applicable to this award, include without limitation, the following:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**11.** In accordance with 41 U.S.C. § 4712, Awardee may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Awardee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**12.** Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Awardee should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**13.** Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

**14.** Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

15. Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
16. **TRAFFICKING:** Awardee will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients or a subrecipient from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
17. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.
18. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT: The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally awarded contracts greater than or equal to \$30,000.**

#### **PROVISIONS OF THE HATCH ACT**

Awardee agrees to comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half time the basic rate of pay for all hours worked in excess of forty hour in such workweek.
2. Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the selected respondent(s), their contractor(s) or any subcontractor(s) responsible therefore shall be liable for the unpaid wages. In addition, such selected respondent(s), contractor(s) and subcontractor(s) shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the selected respondent(s), contractor(s) or subcontractor(s) under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, with is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such selected respondent(s), contractor(s) or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The selected respondent(s), contractor(s) or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The selected respondent(s) shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.

#### **CONFLICT OF INTEREST**

Awardee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Awardee and subrecipients must disclose in writing to County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112; which includes (but is not limited to) the following:



1. Awardee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, family members, or consultants engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the Awardee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to Treasury assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered" person includes any person who is an employee, agent, immediate family member, consultant, officer, or elected or appointed official of the County, Awardee, or any designated public agency.

The County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

## **LOBBYING RESTRICTIONS**

### **Awardee certifies that, to the best of its knowledge and belief:**

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**EXHIBIT 7**  
**RFP NUMBER 3563**  
**CONCEPT PLAN**

## **Beaver Creek Wetland Enhancement and Stream Bank Restoration Project**

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Knox County proposes to restore and enhance Beaver Creek stream banks, its floodplain and associated wetlands. The Beaver Creek project, near the Mill-Run Subdivision, will enhance and rehabilitate riverine-slope wetlands. The objective of wetland enhancement and rehabilitation is to restore functions of the degraded system and return the site to a functional riverine-slope wetland complex. Areas proposed for wetland improvement have been damaged by conversion of forested floodplain to historic agricultural field. The attached conceptual maps depict the potential areas and treatments to help achieve the desired goals of the project.

The overriding goal of the project is to re-establish a functional stream and wetland ecosystem. The existing streams and wetlands have been degraded from decades of habitat alterations, channelization, channel modifications, excessive sediment due to bank erosion, and riparian buffers being disturbed. Past land use and management activities have contributed to the physical, chemical, and biological degradation of stream and wetland ecological functions within the project location and Beaver Creek Watershed. The project goals are to improve stream bank stability, aquatic and riparian habitat, improve wetland hydrology, reduce bank erosion and fine sediment pollution, re-establish wetlands, and provide for the recovery of natural stream and wetland functions through a combination of enhancement and rehabilitation efforts.

Throughout the project area site modifications have diminished the ecological services provided by streams, wetlands, riparian buffers, and floodplains. Beaver Creek has also been impacted by channel straightening and the resulting incision, coupled with sparse riparian buffers leading to bank erosion. Wetlands have been similarly impacted by vegetation removal and hydrologic modifications in the form of drainage ditches. Invasive, non-native plant species are present in the limited riparian buffers that do exist.

Specific objectives will be to:

- Restore approximately 1,025 LF (linear feet) of unstable stream banks with improvements to lateral stability and floodplain connectivity;
- Remove hydrologic modifications (floodplain drainage ditches, berms, levees, and other fill areas) in order to improve overland and subsurface water exchange and sediment transport continuity;
- Reduce bank erosion and sediment inputs;
- Re-establish riparian buffers, to be composed of planted native bottomland hardwood forest community;
- Enhance and restore nearly 2 acres of riparian/slope wetlands by removing spoil material, reconnecting hydrology to wetland areas, changing land management practices, and planting native wetland plant species; and
- Permanently protect restored streams, wetlands, and riparian areas.

Achieving these objectives will help address water quality impairments in Beaver Creek and in the larger Tennessee River Watershed. TDEC's Watershed Water Quality Management Plan for the Tennessee River Watershed indicates sediment pollution is traceable to riparian buffer loss and lists Beaver Creek as a stream that could benefit from establishment of riparian buffers.

The wetland design approach includes removing spoil material, grading, and plugging ditches and drainage features to enhance overall hydrology in the proposed restoration area. In addition, microtopographic grading techniques will be used to provide complex habitat in the restored

wetland. Upstream and downstream outlets will be set at elevations to maintain hydrology throughout the restoration area. Reforestation of the wetland restoration area will consist of planting native trees, shrubs, and sowing a perennial seed mix with straw mulch. These treatments will provide functional lift by re-establishing the natural, historic wetland functions, and transition the area to a palustrine forested broad-leafed deciduous wetland. Additional treatment details and depictions are included in the conceptual maps and referenced treatment type summary below.

### **Wetland Treatment Types**

- *Wetland Restoration/Microtopography:*

Areas designated for wetland restoration are either areas that are no longer wetland due to anthropogenic impacts or areas with significant degraded conditions where restoration opportunities exist. The focus of this area will be on restoring wetland hydrology and establishing a desirable wetland plant community in the floodplain of Beaver Creek.

- *Wetland Enhancement:*

Areas designated for wetland enhancement are existing wetlands that could benefit from supplemental planting of desired wetland designated tree species, such as swamp white oak (*Quercus bicolor*) and common buttonbush (*Cephalanthus occidentalis*), and the removal of non-native plant species such as Chinese privet (*Ligustrum sinense*) and multiflora rose (*Rosa multiflora*).

Channel stability and habitat improvements will be completed using a natural channel design approach. The overriding goal of this approach is to restore channel dimension, pattern and profile to conditions that promote water and sediment transport equilibrium between a stream and its watershed. Achieving successful equilibrium establishes a connection between the streams, their watersheds and their floodplains, and it promotes healthy in-stream and riparian habitats.

Proposed stream bank stabilization activities will improve channel stability, floodplain connectivity and bedform diversity, all of which will support the recovery of natural stream functions. Proposed practices will involve stabilization of eroding banks through bank grading to appropriate channel dimensions, installation of in-stream habitat structures, bio-engineering in the form of brush mattresses, reinforced geo-lifts and/or brush toes, invasive species removal, and re-establishment of native herbaceous and woody vegetation in the riparian zone.

### **Streambank Treatment Types**

- *Streambank Stabilization:*

Utilizing various bio-engineering techniques, such as geo-lifts, brush mattresses, and bank grading with live staking, existing unstable streambanks identified will be stabilized as appropriate given each location.

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**Example Project – Pistol Creek at Pearson Springs Park (Maryville, TN):**

Stabilization of the streambank reduced bank erosion and sediment entering Pistol Creek. It protected Pearson Springs Park, enhanced natural habitat, and provided a safe and beautiful natural resource for citizens of Maryville to enjoy.



**Before**



**After**

**Example Project – Lick Creek Stream and Wetland Mitigation Project (Greene County, TN):**

The Lick Creek project involved the restoration of approximately 22,000 linear feet of stream and 3.3 acres of adjacent wetlands. The project improved ecological function of stream/wetland habitat on site by improving floodplain access and instream habitat in support of mitigating for unavoidable impacts to jurisdictional waters.



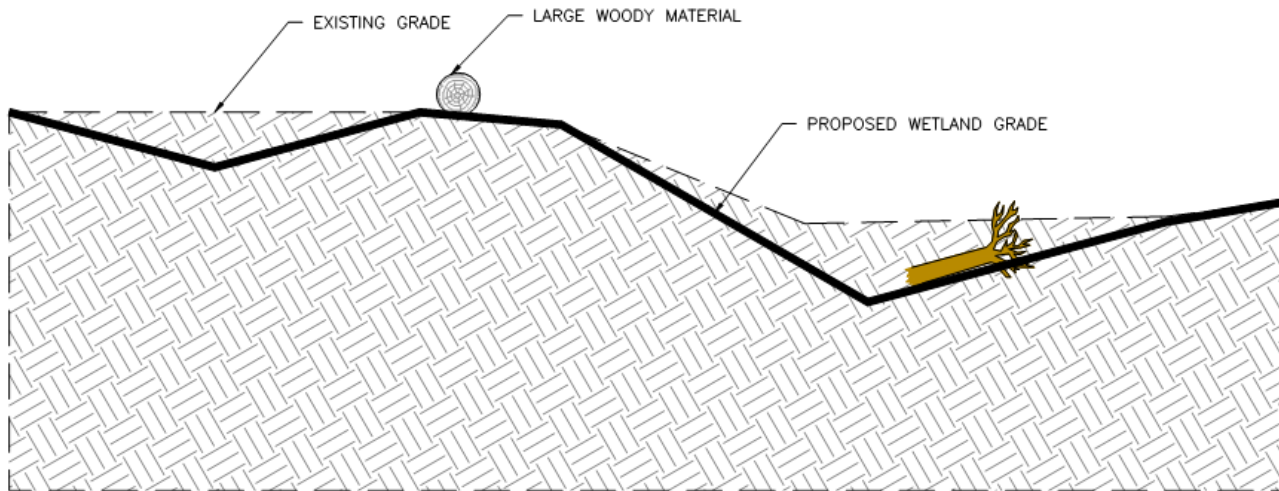
**Before**



**After**

**Treatment Typical Details:**

Microtopographic Wetland Grading

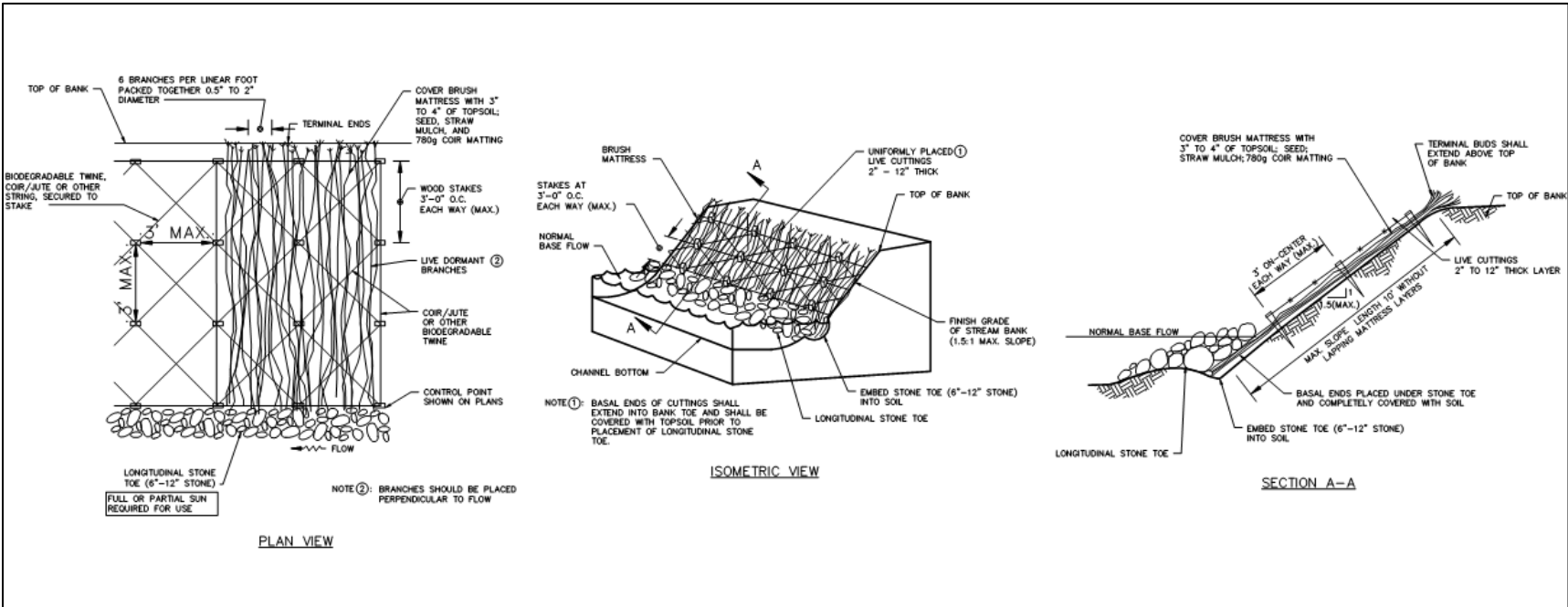


**SECTION A-A**

**GRADING SPECIFICATIONS:**

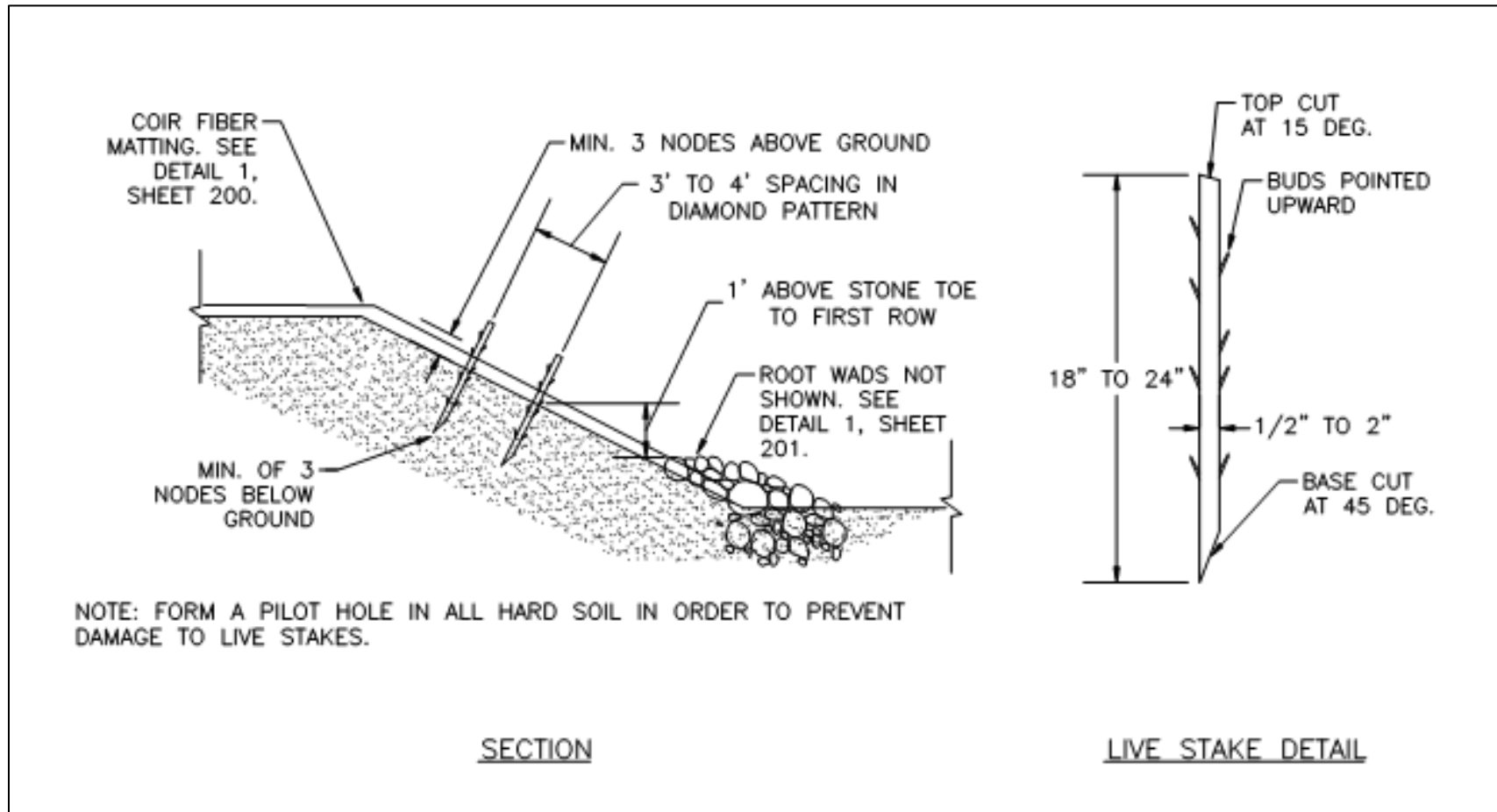
1. CREATE MICROTOPOGRAPHY IN ALL PROPOSED WETLAND RESTORATION AREAS HAVING <1% SLOPE BY GRADING GRADUALLY-SLOPED, SHALLOW DEPRESSIONS USING A BULLDOZER OR EXCAVATOR. THE DEPRESSIONS SHALL COMPRISE 20% TO 25% OF THE AREAL EXTENT OF THE PROPOSED WETLAND AREA.
2. PLACE EXCAVATED SOIL OUTSIDE THE PROPOSED WETLANDS IN ADJACENT BUFFERS AND UPLANDS, GRADING THE SOIL TO BLEND WITH THE EXISTING CONTOURS FOR A NATURAL APPEARANCE.
3. GRADE DEPRESSIONS OF VARYING SIZES, DEPTHS, AND SHAPES ACROSS THE PROPOSED WETLAND TO CREATE AN UNDULATING GROUND SURFACE THAT BLENDS INTO THE SURROUNDING LANDSCAPE.
4. DEPRESSIONS SHALL HAVE AN AVERAGE DIAMETER RANGING FROM APPROXIMATELY 35 TO 125 FEET, A MAXIMUM DEPTH RANGING FROM APPROXIMATELY 0.3 TO 1 FOOT, AND SIDE SLOPES OF 10:1 H:V OR SHALLOWER.
5. THE FINISHED GRADE SHOULD BE UNEVEN AND HUMMOCKY, RATHER THAN SMOOTH, TO CREATE ADDITIONAL MICROTOPOGRAPHY IN THE WETLAND SURFACE.
6. PLACE LARGE WOODY MATERIAL, CONSISTING OF TREE BRANCHES, TRUNKS, AND ROOT BALLS, WITHIN AND DOWNSLOPE OF GRADED DEPRESSIONS TO PROVIDE HABITAT HETEROGENEITY.

Brush Mattress

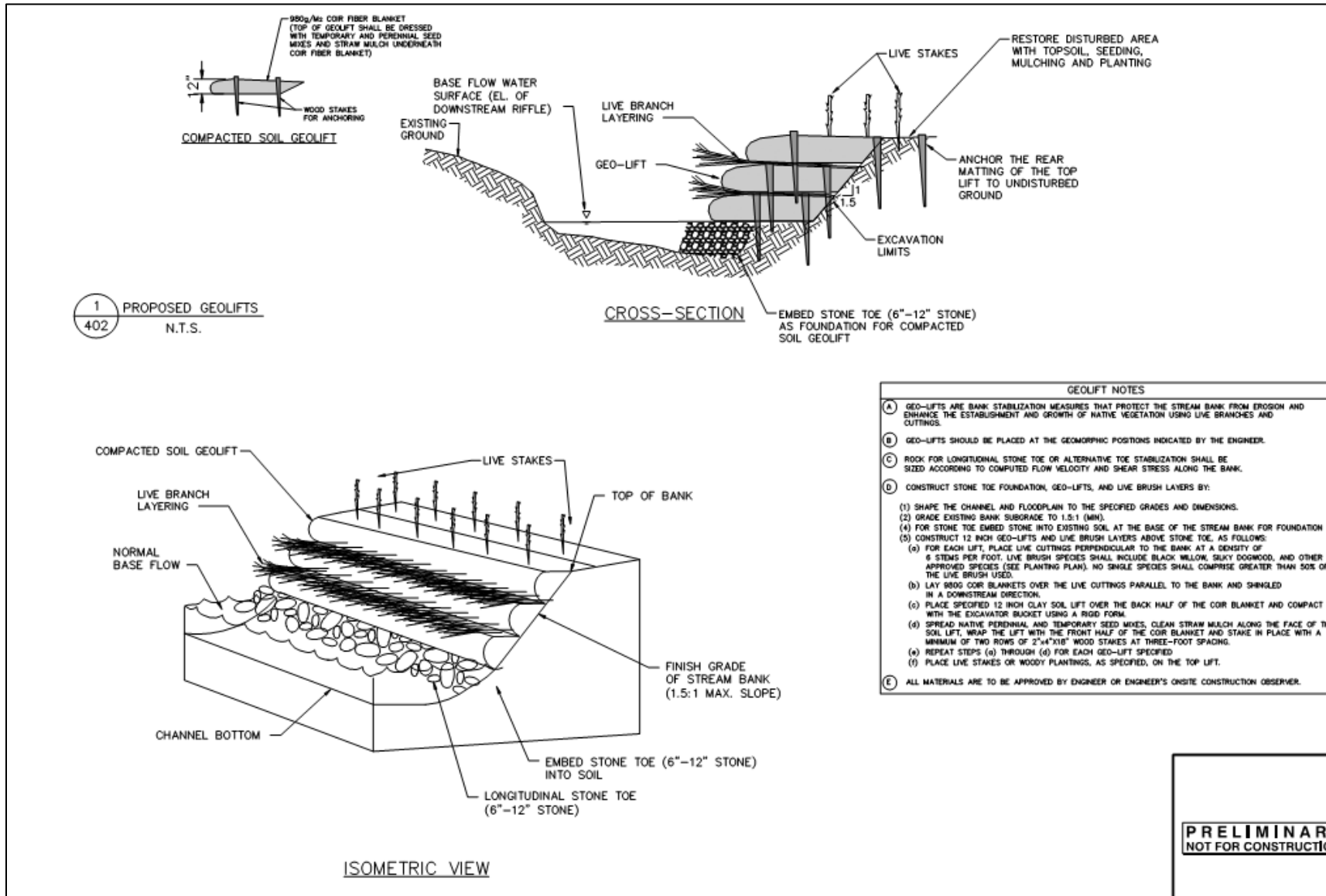




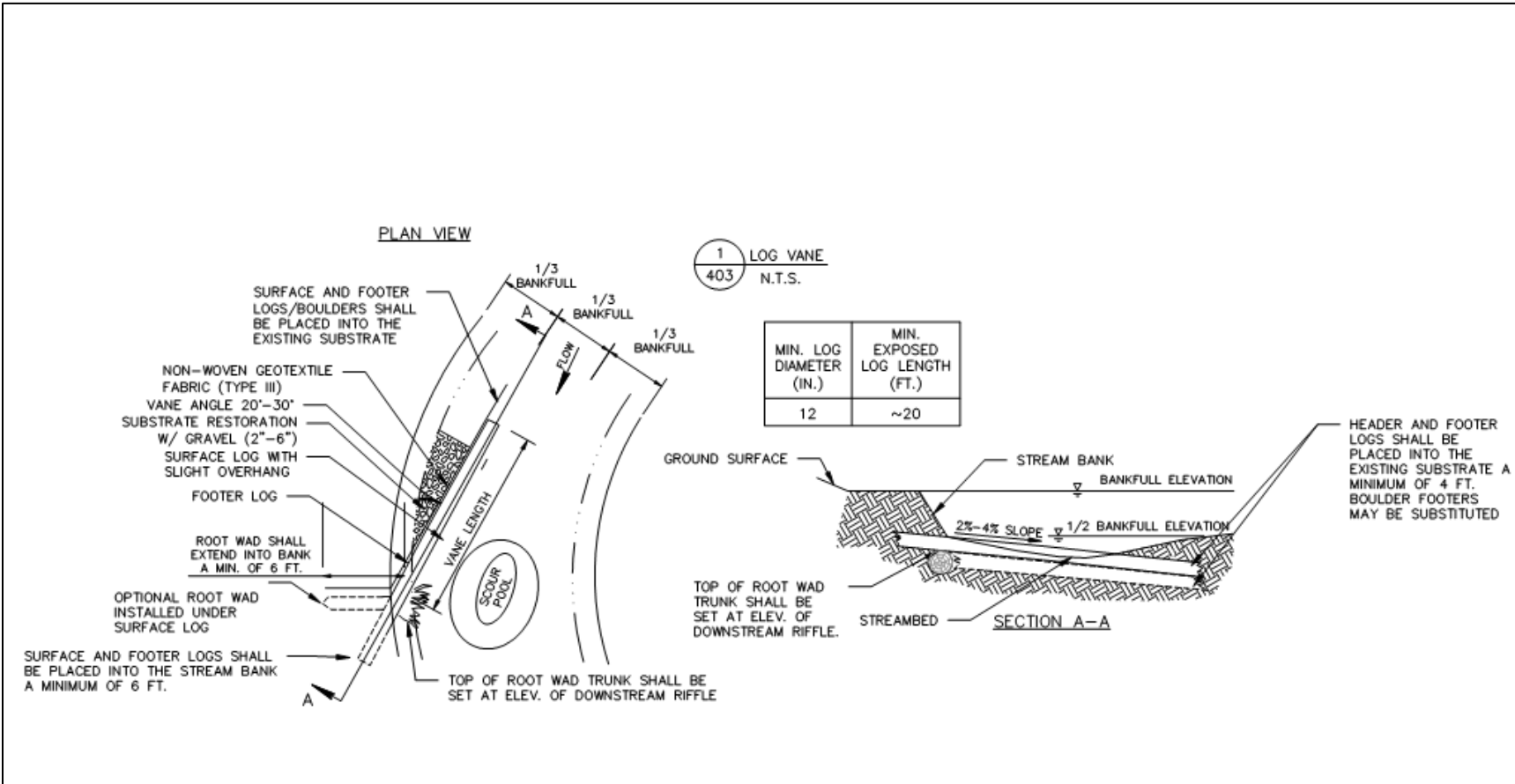
Live Staking



Geo-lifts



Log Vane



# BEAVER CREEK WETLAND ENHANCEMENT AND STREAM BANK RESTORATION

## CONSTRAINTS AND STRESSORS

Historic impacts to the Beaver Creek Watershed have had a negative impact on the ecological functions of the stream and associated wetlands within its floodplain. Specifically, hydrologic modifications, including floodplain drainage ditches, have degraded wetland function within the proposed wetland enhancement and restoration site.

Stream banks within the proposed site are unstable with bank erosion due to anthropogenic impacts in a changing watershed and growing constraints to the alluvial valley that Beaver Creek flows through.



## STREAMBANK STABILIZATION

Several bio-engineered techniques will be considered in restoring streambank stability along Beaver Creek.

### Techniques:

- Geo-lifts
- Bank Sloping with Live Stakes
- Brush Mattresses
- Instream Habitat Structures
  - Log Vane
  - Toe Wood
  - Log/Rock J-Hook

## WETLAND RESTORATION

Two approaches will be utilized for rehabilitating the wetland habitat adjacent to Beaver Creek.

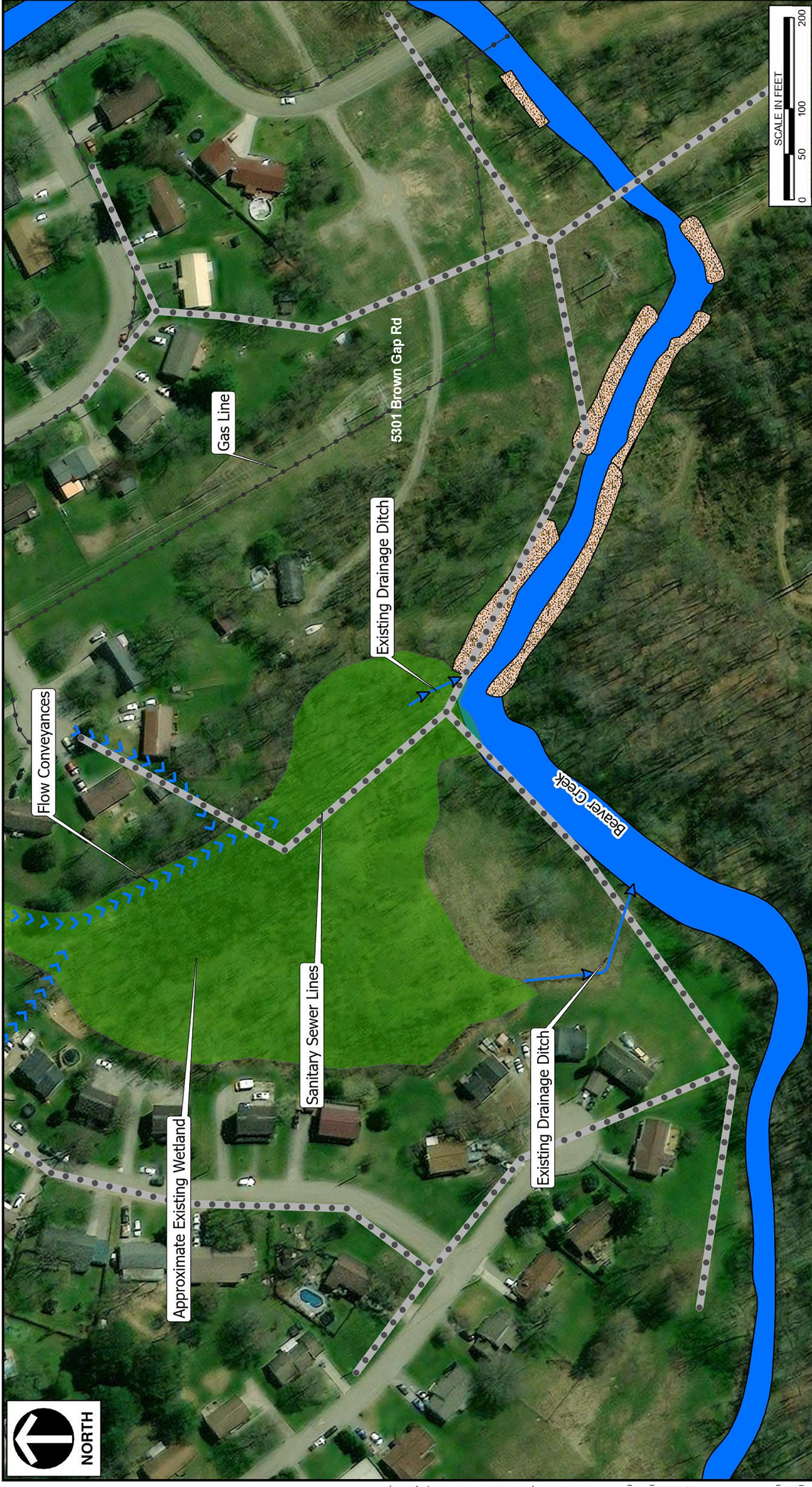
### Wetland Restoration includes:

- Proposed plan to restore hydrology
- Planting, microtopography creation, and habitat restoration

### Wetland Enhancement includes:

- Tree plantings
- Non-native species removal





**BEAVER CREEK - MILL RUN**  
**KNOX COUNTY ENGINEERING & PUBLIC WORKS**  
 KNOXVILLE, KNOX COUNTY, TENNESSEE

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 TENNESSEE

**WETLAND AND STREAM BANK RESTORATION - EXISTING CONDITIONS**

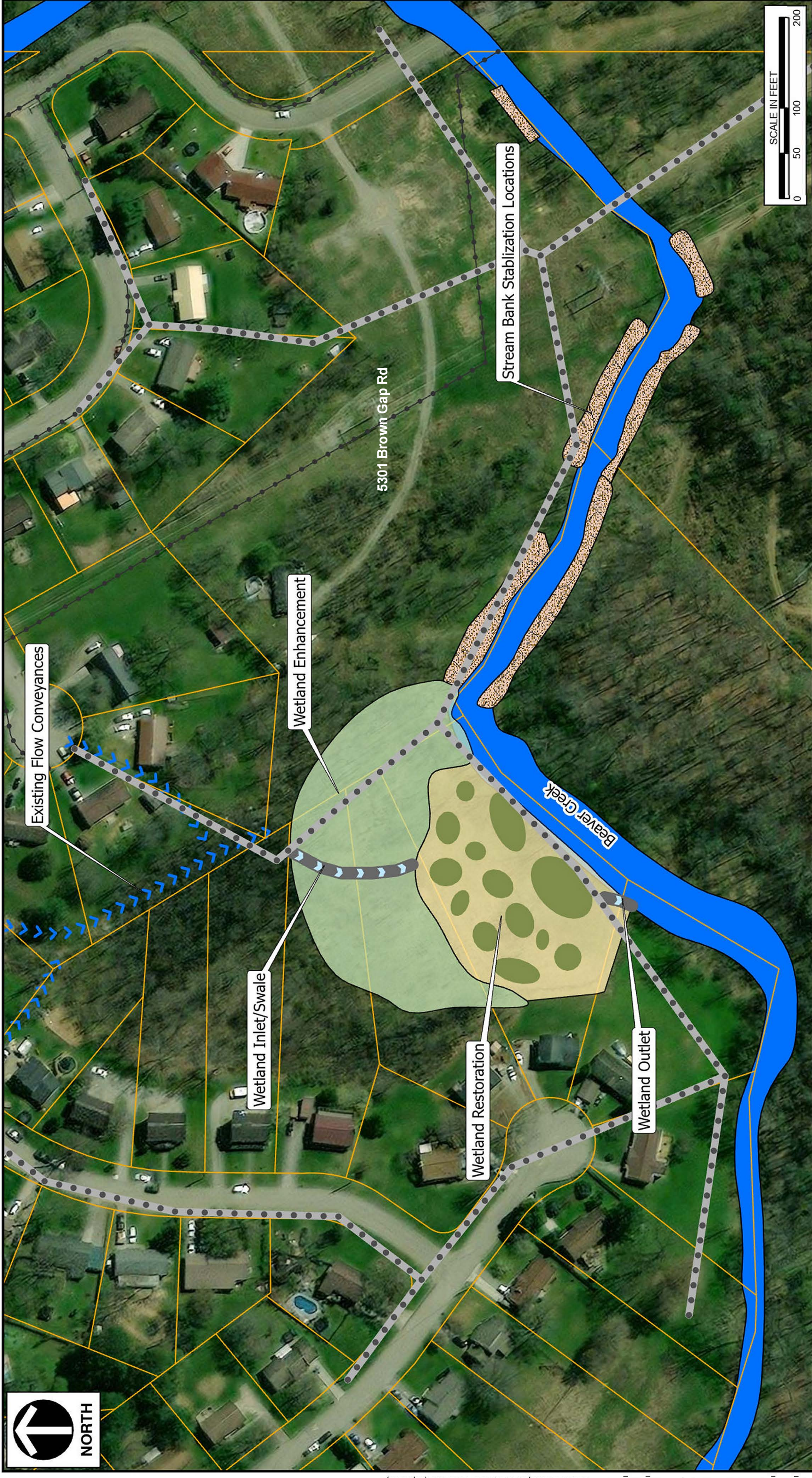
APPROVED BY: GSB | PROJECT NO: 327-998 | FIGURE NO: 1


DRAWN BY: DRS | CHECKED BY: GSB | SCALE: 1" = 100'

DATE: 6/6/2023

**Legend**

- Actively Eroding Streambank
- Sanitary Sewer
- Drainage Ditch
- Gas Line
- Drainage Conveyance
- Approx. Existing Wetland
- Beaver Creek



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 TENNESSEE

BEAVER CREEK - MILL RUN  
 KNOX COUNTY ENGINEERING & PUBLIC WORKS  
 KNOXVILLE, KNOX COUNTY, TENNESSEE

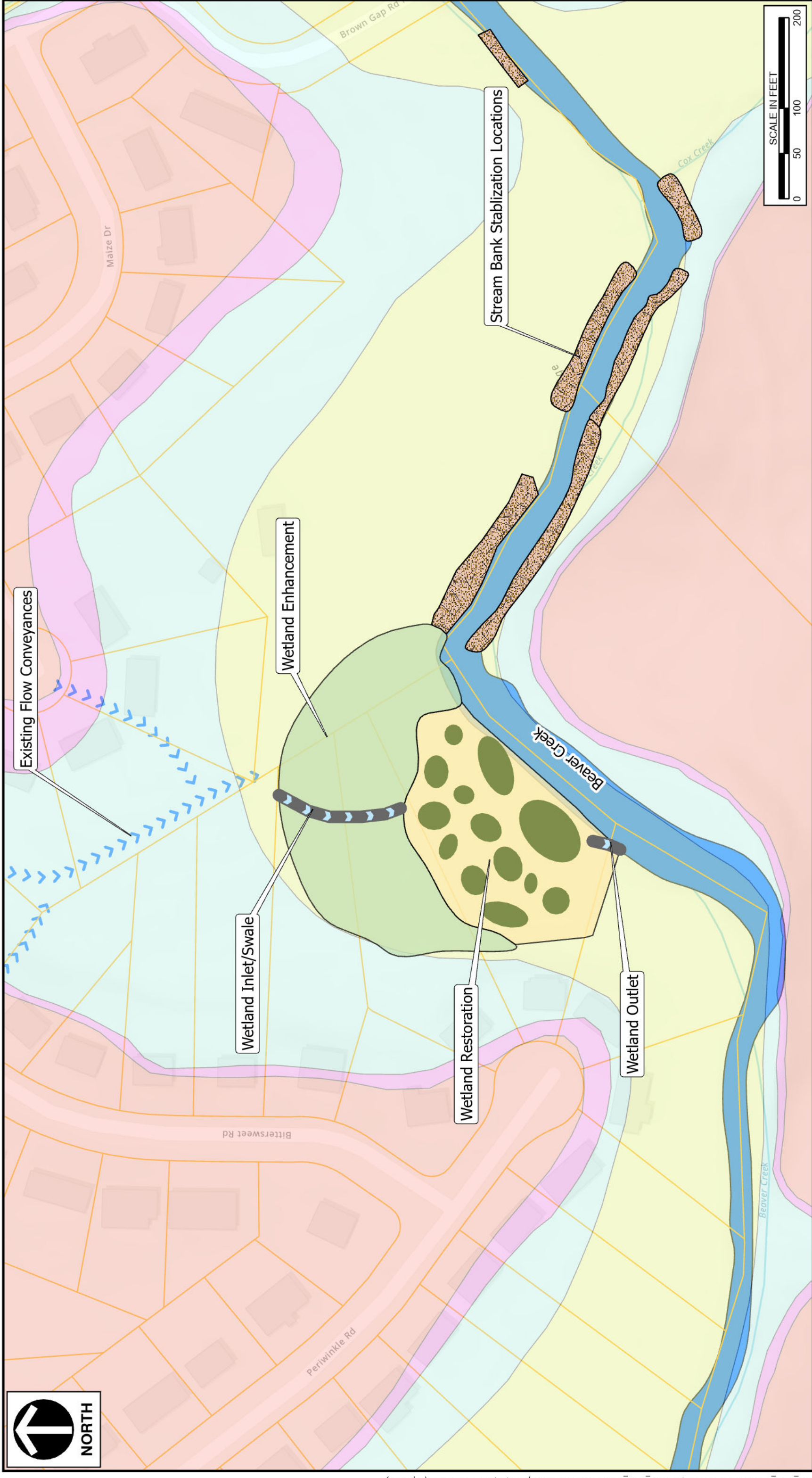
WETLAND AND STREAMBANK  
 RESTORATION - PROPOSED CONCEPTUAL

DRAWN BY: DRS    CHECKED BY: GSB    APPROVED BY: GSB    FIGURE NO: **2**

DATE: 6/6/2023    SCALE: 1" = 100'    PROJECT NO: 327-998

**Legend**

Actively Eroding Streambank	Wetland Microtopography	Parcels	Drainage Conveyance	Utilities
Proposed Wetland Swale	Wetland Restoration	Beaver Creek	Sanitary Sewer	Gas Line
Wetland Enhancement				



**Legend**

ZONE AE	AREA OF MINIMAL FLOOD HAZARD	FLOODWAY	Wetland	Proposed Wetland Swale	Wetland Enhancement
0.2 PCT ANNUAL CHANCE FLOOD HAZARD	Actively Eroding Streambank	Microtopography	Wetland Restoration	Drainage Conveyance	Parcels
				Beaver Creek	

**Civil & Environmental Consultants, Inc.**

**KNOX COUNTY TENNESSEE**

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DATE: 6/6/2023    PROJECT NO: 327-998

**BEAVER CREEK - MILL RUN**

**KNOX COUNTY ENGINEERING & PUBLIC WORKS**

**KNOXVILLE, KNOX COUNTY, TENNESSEE**

**WETLAND AND STREAMBANK RESTORATION CONCEPTUAL FEMA**

APPROVED BY: GSB    FIGURE NO: **3**