

## Request for Quote

*This is not a sealed bid. Quotes can be emailed or faxed to the Office of the Purchasing Division. See instructions below.*

The City of Knoxville requests your quoted price for the remediation of three ponds located in the Mapleridge Subdivision. Pond A is located at 4241 Homewood Road; Pond B is located at 1723 Maplestone Lane; Pond C is located at 1736 Maplestone Lane; Knoxville, TN.

**SCOPE OF WORK:** The work necessary for Ponds A, B, and C is listed below and is to be completed per the specifications listed in the attached plans.

### **POND A**

- Sediment obstructing both headwalls must be removed and positive drainage toward the outlet structure must be restored.
- Supply and install trash rack as specified in the plans.
- Two existing orifices in the outlet structure must be patched with brick and mortar as specified in the plans.
- One new orifice will need to be cored/installed as specified in the plans.
- Install grout invert into bottom of outlet structure to prevent ponding.

### **POND B**

- Adjust the top elevation of the structure as specified in the plans.
- Supply and install trash rack as specified in the plans.
- Patch three orifices in outlet structure with brick and grout as specified in plans.
- Two new orifices will need to be cored/installed as specified in the plans.
- Raise the pond berm as specified in plans.
- Install grout invert into bottom of outlet structure to prevent ponding.

### **POND C**

- Sediment obstructing the headwall must be removed and positive drainage toward the outlet structure must be restored.
- One existing orifice in the outlet structure must be patched with brick and mortar as specified in the plans.
- Two new orifices will need to be cored/installed as specified in the plans.
- Adjust the top elevation of the structure as specified in the plans.
- Supply and install trash rack as specified in the plans.
- Raise the pond berm as specified in plans.
- Install grout invert into bottom of outlet structure to prevent ponding.

### **ENTIRE SITE**

- All areas of vegetation disturbed by construction activities must be repaired with permanent vegetation with seeding and straw or sodding. All work will be done in accordance with the plans and specifications and approved by the City of Knoxville Engineering Department.

**In order for your quote to be considered for award, your completed form must be received by the Purchasing Division via email, fax, or hard copy no later than 2:30 p.m. (Eastern Time) on Thursday, July 25, 2019. Late submissions shall not be accepted.**

Prior to submitting their quotes, vendors are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing).

By submitting a quote to the City of Knoxville, the submitter warrants the following:

1. The quote is good for 60 days.

**Request for Quotes – Mapleridge Subdivision Ponds**

2. The Quoter is licensed to conduct business in the city or county where it is headquartered.
3. The Quoter will use environmentally friendly products and services whenever possible.
4. The Quoter has not entered into any collusion with any person in respect to the pricing of this order or any other.
5. The Quoter represents and agrees to the insurance requirements, termination clause, and indemnification clause attached to this document.
6. The Quoter, to the best of its knowledge and belief, does not engage in investment activities in Iran and is not on the list created pursuant to T.C.A § 12-12-106 (available at [https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf))
7. The Quoter shall be responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

**QUOTE SECTION**

Having carefully examined the scope of work detailed above, and having familiarized ourselves with the specifications listed for the Mapleridge Subdivision Pond Remediation, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

Quote \$ \_\_\_\_\_

GUARANTEE of delivery no later than: \_\_\_\_\_

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

DUNS #: \_\_\_\_\_

Signature of Quoting Official: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your written quote to either the email address or fax number shown below:

Karisa Scott

Procurement Specialist

City of Knoxville

[kkretschmer@knoxvilletn.gov](mailto:kkretschmer@knoxvilletn.gov)

FAX: (865) 215-2277

**MODIFICATIONS:** If modifications to this document are necessary, such changes will be made in the form of an addendum, posted to the Purchasing website: [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids). It is the vendor's responsibility to review the website to ascertain whether such addenda have been posted.

**INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that quotes are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**REQUIRED INSURANCE:** When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of

the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- D. **Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that

such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

## **INDEMNIFICATION CLAUSE**

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

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

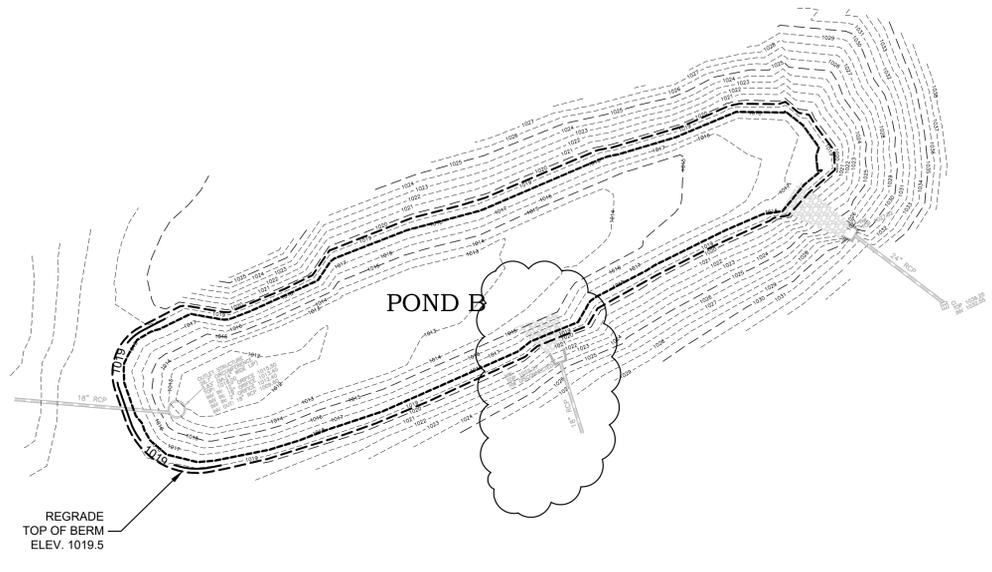
Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

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

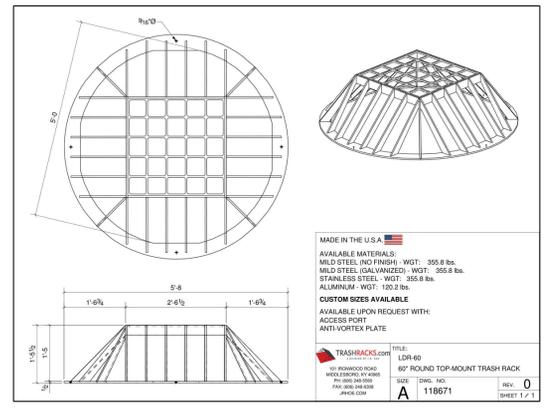
## **TERMINATION CLAUSE**

1. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.

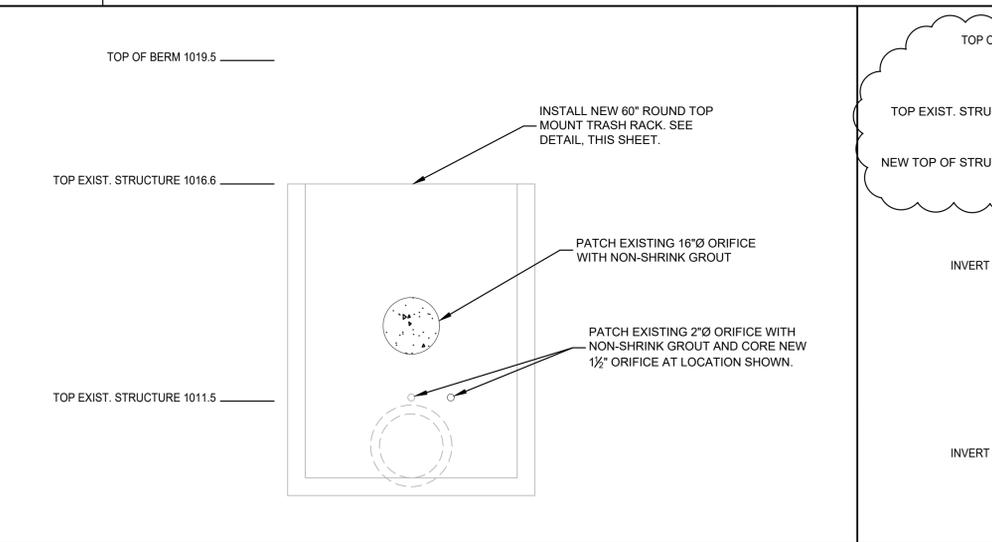
2. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.
3. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
4. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
5. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.



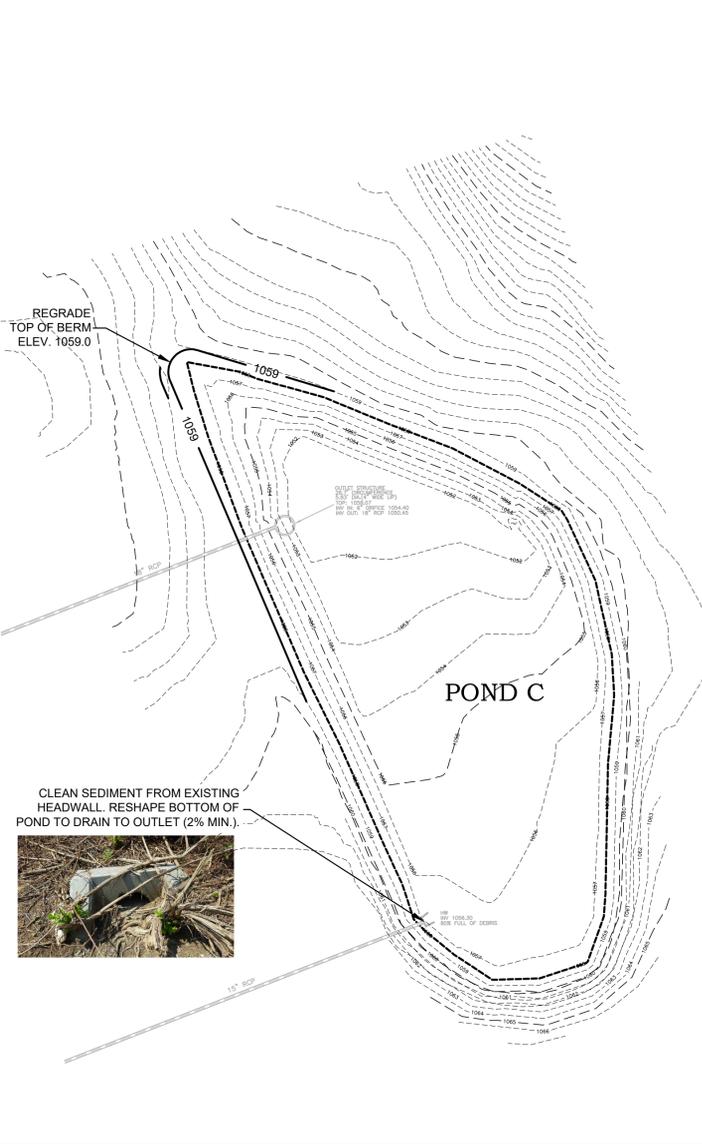
**7**  
1"=30'  
**POND B GRADING PLAN**



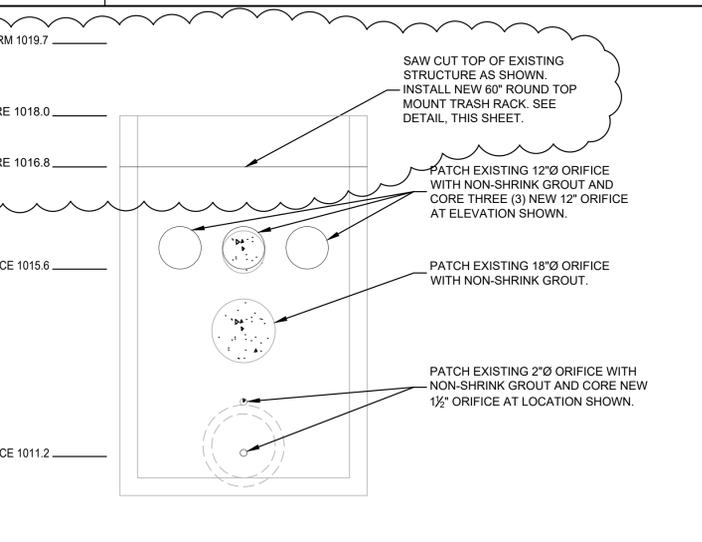
**4**  
1"=30'  
**TRASH RACK**



**1**  
NTS  
**POND A OUTLET STRUCTURE**



**5**  
1"=30'  
**POND C GRADING PLAN**

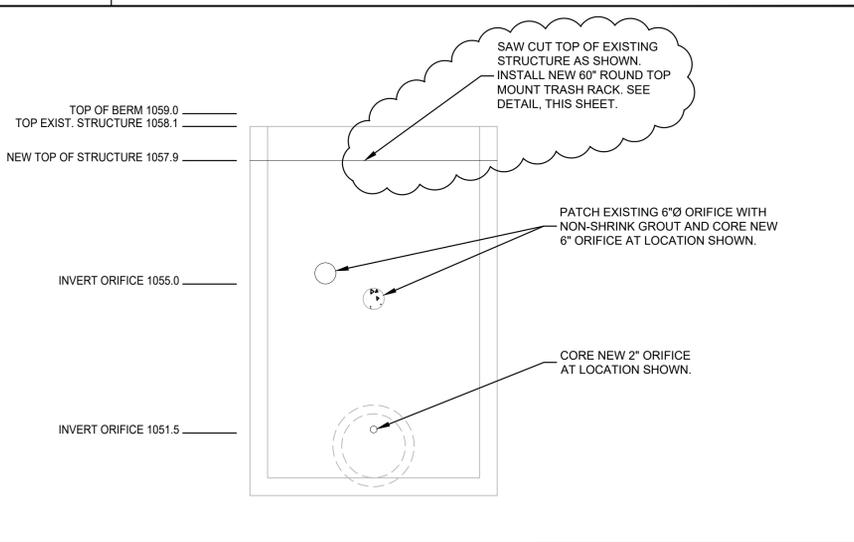


**2**  
NTS  
**POND B OUTLET STRUCTURE**

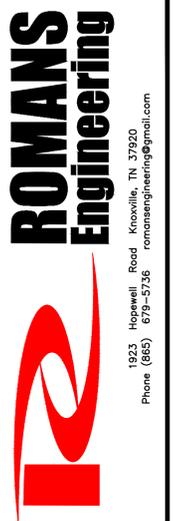
**EARTHWORK NOTES**

- INSPECTION**
- CONTRACTOR SHALL INSPECT THE SITE AND INFORM HIMSELF OF ACTUAL GRADES, LEVELS, AND OTHER CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED.
- CLEARING AND GRUBBING**
- COMPLETELY REMOVE ALL TREES, STUMPS, ROOTS, BURIED LOGS, BRUSH, GRASS, WEEDS, VEGETATION, AND OTHER UNSUITABLE MATERIALS.
- REMOVE AND STOCKPILE TOPSOIL**
- AFTER CLEARING AND GRUBBING AND PRIOR TO ALL OTHER EARTHWORK, IN ALL AREAS TO BE FILLED REMOVE ALL THE EXISTING TOPSOIL REGARDLESS OF THE DEPTH.
  - STOCKPILE THE REMOVED TOPSOIL IN AN APPROVED LOCATION ON THE PROJECT SITE. THE STOCKPILE SHALL BE PLACED AT A LOCATION THAT WILL NOT INTERFERE WITH THE PROJECT CONSTRUCTION. PROTECT THE STOCKPILE FROM EROSION AT ALL TIMES.
- FILLING AND BACKFILLING**
- SCARIFY SURFACE TO 6-INCH DEPTH ALL AREAS TO RECEIVE FILL. DISC OR BLADE SURFACE UNTIL FREE FROM LARGE CLODS.
  - BRING SCARIFIED MATERIALS TO PROPER MOISTURE CONTENT AND COMPACT TO MINIMUM COMPACTION OF 95 PERCENT OF OPTIMUM, AS DETERMINED BY ASTM D698 (STANDARD PROCTOR).
  - SPREAD FILL MATERIAL IN LAYERS NOT TO EXCEED 8-INCH DEPTH BEFORE COMPACTION UNLESS COMPACTION OF THICKER LAYER IS APPROVED BY THE ENGINEER. SPRINKLE MATERIAL WITHOUT SUFFICIENT MOISTURE TO COMPACT PROPERLY; PERMIT MATERIAL WITH EXCESS MOISTURE TO DRY TO PROPER WATER CONTENT. THOROUGHLY MIX SOIL AND WATER BY BLADING AND DISKING BEFORE COMPACTION.
- FORMATION OF EMBANKMENTS**
- EMBANKMENTS SHALL BE FORMED IN SUCCESSIVE HORIZONTAL LAYERS OF NOT MORE THAN 8 INCHES IN LOOSE DEPTH FOR THE FULL WIDTH OF THE CROSS SECTION, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
  - THE GRADING OPERATIONS SHALL BE CONDUCTED, AND THE VARIOUS SOIL STRATA SHALL BE PLACED, TO PRODUCE A SOIL STRUCTURE AS SHOWN ON THE DRAWINGS OR AS DIRECTED. MATERIALS SUCH AS BRUSH, HEDGE, ROOTS, STUMPS, GRASS AND OTHER ORGANIC MATTER, SHALL NOT BE INCORPORATED OR BURIED IN THE EMBANKMENT.
- OPERATIONS ON EARTHWORK SHALL BE SUSPENDED AT ANY TIME WHEN SATISFACTORY RESULTS CANNOT BE OBTAINED BECAUSE OF RAIN, FREEZING, OR OTHER UNSATISFACTORY CONDITIONS OF THE FIELD. THE CONTRACTOR SHALL DRAG, BLADE, OR SLOPE THE EMBANKMENT TO PROVIDE PROPER SURFACE DRAINAGE.
  - THE MATERIAL IN THE LAYER SHALL BE WITHIN -2 PERCENT TO +2 PERCENT OF OPTIMUM MOISTURE CONTENT BEFORE ROLLING TO OBTAIN THE PRESCRIBED COMPACTION. IN ORDER TO ACHIEVE A UNIFORM MOISTURE CONTENT THROUGHOUT THE LAYER, WETTING OR DRYING OF THE MATERIAL AND MANIPULATION SHALL BE REQUIRED WHEN NECESSARY. SHOULD THE MATERIAL BE TOO WET TO PERMIT PROPER COMPACTION OR ROLLING, ALL WORK ON ALL OF THE AFFECTED PORTIONS OF THE EMBANKMENT SHALL BE DELAYED UNTIL THE MATERIAL HAS DRIED TO THE REQUIRED MOISTURE CONTENT. SPRINKLING OF DRY MATERIAL TO OBTAIN THE PROPER MOISTURE CONTENT SHALL BE DONE WITH APPROVED EQUIPMENT THAT WILL SUFFICIENTLY DISTRIBUTE THE WATER. SUFFICIENT EQUIPMENT TO FURNISH THE REQUIRED WATER SHALL BE AVAILABLE AT ALL TIMES. SAMPLES OF ALL EMBANKMENT MATERIALS FOR TESTING, BOTH BEFORE AND AFTER PLACEMENT AND COMPACTION, WILL BE TAKEN FOR EACH 500 SQUARE YARDS. BASED ON THESE TESTS, THE CONTRACTOR SHALL MAKE THE NECESSARY CORRECTIONS AND ADJUSTMENTS IN METHODS, MATERIALS OR MOISTURE CONTENT IN ORDER TO ACHIEVE THE CORRECT EMBANKMENT DENSITY.
  - THE IN-PLACE FIELD DENSITY SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D 1556 OR ASTM D 2167 OR ASTM D 2922 AND ASTM D 3017. NO FILL FROM OFF-SITE SHALL HAVE A MAXIMUM DRY DENSITY WEIGHT OF LESS THAN 95 LB/CF.
  - COMPACTION AREAS SHALL BE KEPT SEPARATE, AND NO LAYER SHALL BE COVERED BY ANOTHER UNTIL THE PROPER DENSITY IS OBTAINED.
  - DURING CONSTRUCTION OF THE EMBANKMENT, THE CONTRACTOR SHALL ROUTE HIS/HER EQUIPMENT AT ALL TIMES, BOTH WHEN LOADED AND WHEN EMPTY, OVER THE LAYERS AS THEY ARE PLACED AND SHALL DISTRIBUTE THE TRAVEL EVENLY OVER THE ENTIRE WIDTH OF THE EMBANKMENT. THE EQUIPMENT SHALL BE OPERATED IN SUCH A MANNER THAT HARDPAN, CEMENTED GRAVEL, CLAY, OR OTHER CHUNKY SOIL MATERIAL WILL BE BROKEN UP INTO SMALL PARTICLES AND BECOME INCORPORATED WITH THE OTHER MATERIAL IN THE LAYER.
  - IN THE CONSTRUCTION OF EMBANKMENTS, LAYER PLACEMENT SHALL BEGIN IN THE DEEPEST PORTION OF THE FILL; AS PLACEMENT PROGRESSES, LAYERS SHALL BE CONSTRUCTED APPROXIMATELY PARALLEL TO THE FINISHED PAVEMENT GRADE LINE.
  - FROZEN MATERIAL SHALL NOT BE PLACED IN THE EMBANKMENT NOR SHALL EMBANKMENT BE PLACED UPON FROZEN MATERIAL.
  - FINISHED GRADES REPRESENT CONDITIONS AFTER TOPSOIL IS PLACED.

**6**  
**GRADING NOTES**

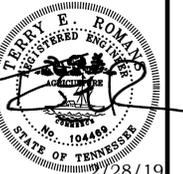


**3**  
NTS  
**POND C OUTLET STRUCTURE**



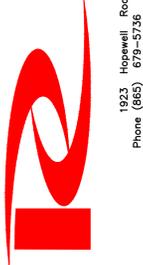
CITY OF KNOXVILLE  
 MAPLE RIDGE SUBDIVISION  
 KNOXVILLE, TENNESSEE  
 DETAILS

DATE:	2/28/19
REVISIONS:	Adjusted outlet structures & headwall
NUMBER:	1.

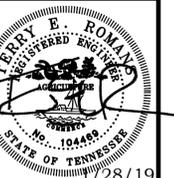


JOB NO: 16-54  
 DATE: 1/28/19  
 DRAWN: TER  
 CHECKED: TER

**C2.1**



NUMBER	REVISIONS	DATE



JOB NO: 16-54  
DATE: 1/28/19  
DRAWN: TER  
CHECKED: TER

