

## **CITY OF KNOXVILLE**

**Request for Qualifications & Limited Design Competition**  
for  
**Professional Design, Civil Engineering & Environmental Services**  
**Pedestrian / Bicycle Bridge**  
**Knoxville South Waterfront Redevelopment Area**  
**TDOT Project PIN # 113061.00**  
**Federal Project No. TCSP-9TN(2)**  
**State Project No. 47LPLM-FO-038**

**Qualifications to be Received by**  
**11:00 AM, Eastern Standard Time**  
**Friday, April 2<sup>nd</sup>, 2010**

Submit Qualifications/Proposals to:

City of Knoxville  
Office of Purchasing Agent  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

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Prepared by City of Knoxville  
South Waterfront Development Department

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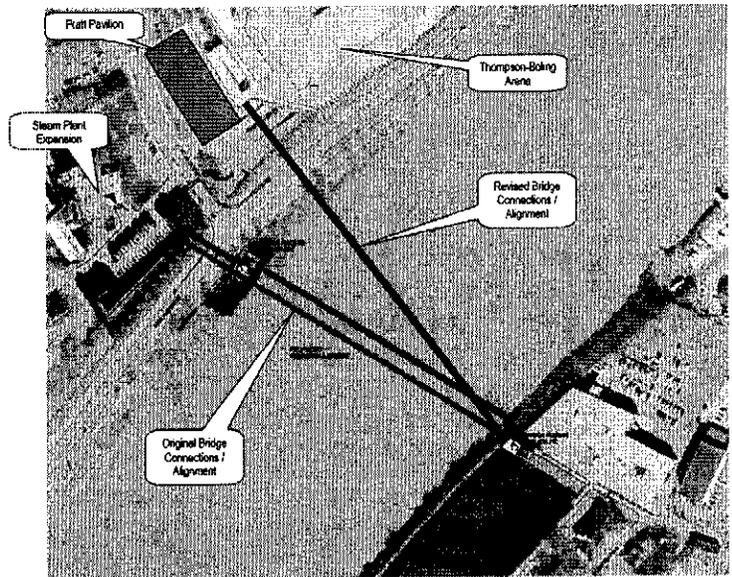
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TDOT Notice to Proceed & Local Agency Project Agreement:  
Available on the web at: <http://www.cityofknoxville.org/southwaterfront>

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## I. STATEMENT OF INTENT

The City of Knoxville, Tennessee invites interested firms to provide professional services qualifications for the Pedestrian / Bicycle Bridge project in the Knoxville South Waterfront Redevelopment Area. A qualifications-based consultant selection process will be used to select a maximum of three firms to enter a competitive design phase with specific evaluation criteria. The City intends to contract for the professional design, civil engineering, and environmental services needed to complete plans for the bridge, including preparation of bid specifications, contract documents, construction plans and construction engineering and inspection (CEI) services. The bridge is intended to connect the Knoxville South Waterfront to the University of Tennessee – Knoxville, in the general vicinity of Clancy Avenue (south side) to the Thompson-Boling Arena (north side). The nature and complexity of the project will require a well-planned sequence of tasks, involves a federal grant with local matching funds that will comply with all Tennessee Department of Transportation and Federal Highway Administration regulations, will require the participation and coordination of several local, state, and federal review agencies, and will require sensitivity to several affected property owners who will be invited to participate in the project reviews.



The professional services contract and scope of work will require coordination with a Bridge Working Group that will provide programmatic input, review draft products, and coordinate agency or institutional approvals necessary to keep the project moving forward. The contract and scope of work will also require a cost conscious, technical, and innovative approach to addressing the interests of all participants, and to keep the public informed of project progress and provide opportunities for public input. The City of Knoxville South Waterfront Development Department will administer the contract, which will be executed with a Civil Engineering firm as the lead firm. The lead firm must be prequalified by the Tennessee Department of Transportation at the time of submission of their qualifications to provide the services necessary to complete this project. Marine and environmental engineering and other types of professional services may be provided in-house or subcontracted with other firms. Specific work requirements are listed in the Scope of Work section. **Only one prequalified Civil Engineering firm will be selected as the prime contractor. Other firms made part of the consultant team will be viewed as and required to serve as subcontractors to the lead firm, and must show proof of licensure to perform professional services related to this project in the State of Tennessee at the time the statement of qualifications is submitted to the City.** The anticipated term of the entire contract (including CEI work) is five years.

## II. RFQ TIME LINE

Availability of RFQ.....Friday, March 5<sup>th</sup>, 2010

Pre-Submittal Meeting .....Monday, March 15<sup>th</sup>, 2010, at 1:30 PM  
Small Assembly Room, City-County Building, 400 Main Street, Knoxville, TN

Deadline: Submission of Written Questions to Purchasing Agent...Friday, March 19<sup>th</sup>, 2010

**Qualifications Due Date..... Received By Friday, April 2<sup>nd</sup>, 11:00 AM**

### Consultant Selection Process

Selection of Firms for Interviews (If Conducted).....by Friday, April 9<sup>th</sup>, 2010

Interviews (If Conducted – By Appointment Only) ..... Week of April 12<sup>th</sup> through April 16<sup>th</sup>, 2010

Consultant Selection Recommendations: Top 3 Firms .....Friday, April 16<sup>th</sup>, 2010

Draft Design Proposal Submittal Deadline .....Friday, May 14<sup>th</sup>, 2010

Design Presentations (By Appointment Only) ..... Week of May 17<sup>th</sup> through May 21<sup>st</sup>, 2010

Consultant Selection Recommendations: Ranking of 3 Firms .....by Friday, May 28<sup>th</sup>, 2010

Draft Scope of Work, Schedule, & Budget Delivery.....no later than Thursday, June 10<sup>th</sup>, 2010

Scope of Work & Contract Negotiations ..... June 11<sup>th</sup> through June 25<sup>th</sup>, 2010

TDOT Contract Review & Approval Window.....June 28<sup>th</sup> through July 9<sup>th</sup>, 2010

City Council Contract Approval Request .....Tuesday, July 13<sup>th</sup>, 2010 or Tuesday, July 27<sup>th</sup>, 2010

Contract Start Date (Notice to Proceed) ..... August 2<sup>nd</sup>, 2010

The timeline above is for the information of submitting entities. Project constraints, including interviews with submitting entities, may cause these dates to change. **However, in no event shall the deadline for submission of the qualifications be changed except by written modification from the City of Knoxville Purchasing Division.**

### **III. BACKGROUND**

#### **Visioning / Planning Process**

The Knoxville South Waterfront Vision Plan, adopted by the Knoxville City Council in 2006, included the Pedestrian / Bicycle Bridge (“Bridge”) as a public improvement intended to connect the South Waterfront to the University of Tennessee – Knoxville. During the planning process, another option was considered – a “strap-on” bridge to be connected to the Norfolk Southern Railroad Bridge just west of the Henley Street Bridge. Although the obstacle of negotiating with Norfolk Southern to build the bridge was considered to be a significant challenge, the primary reason for rejecting this option was that the optimum bridge connection would tie into the heart of the UT campus, rather than having a connection to the World’s Fair Park on the eastern edge of the campus. Two major objectives of the SW-UT Bridge are (1) to create a functional and economic development linkage to the UT campus (students, faculty, and visitors), and (2) to expand the pedestrian / bicycle network envisioned as a major loop connecting existing greenways, Volunteer Landing, and the planned South Waterfront Riverwalk. Another public preference during the planning process was to build a bridge that would serve as an iconic design element visible throughout the waterfront viewshed.

The Bridge was originally envisioned as a later phase (2016 – 2026) public improvement in 2006. The bridge project is being started sooner than anticipated due to the potential economic redevelopment impact of the bridge, combined with the projected 2-3 year lead time needed for design, permitting, and property acquisition. The 2006 Vision Plan bridge connection points were at Clancy Avenue on the south side and the UT parking lot on the western corner of Neyland Drive and Lake Loudoun Boulevard. Due to expansion work on the adjacent steam plant, the UT parking lot connection is no longer a viable option. Instead, the current connection point on the north side of the river is the pedestrian concourse located between Thompson-Boling Arena and the newly constructed Pratt Pavilion.

#### **Design & Implementation**

There are at least 13 different agencies in addition to the City of Knoxville that have jurisdiction over the planning and permitting of the Bridge. Of these agencies, The University of Tennessee (UTK), Tennessee Department of Transportation (TDOT), The Tennessee Valley Authority (TVA), the US Army Corp of Engineers (COE), the US Coast Guard (USCG), the State Historic Preservation Office (SHPO), the Federal Emergency Management Agency (FEMA), the Knoxville Utility Board (KUB), and Gulf and Ohio Railroad have participated in initial planning conversations. Other agencies expected to be involved in the future include the Tennessee Department of Environment and Conservation (TDEC), Tennessee Wildlife Resource Agency (TWRA), the Federal Aviation Administration (FAA), and Knox County.

Preliminary permitting and environmental exploration efforts have already begun. In 2007, Hargreaves Associates commissioned environmental studies for the South Waterfront to accompany the TVA & COE 26A / 404 Permitting Process for portions of the Schematic Design:

- *Cultural Context, Archaeological Research Design, and Phase 1 Survey Results Report*
- *Natural Resources and Ecological Evaluation Report*
- *Hydraulic Investigation Report*
- *Sidescan Sonar Survey Results*
- *Knoxville South Waterfront Traffic Study Report* (part of the 2006 Vision Plan Process)

Following preliminary talks with applicable regulatory agencies and the completion of these studies, a 26A / 404 permit application was submitted for several waterfront projects in July 2008. The permit has not yet been issued due to the continued negotiation of a Programmatic Agreement with TVA, the TN SHPO, and applicable Tribes concerning the Area of Potential Effect (APE), which includes the 3 mile river basin from ridgetops through downtown. The Bridge is in this APE and will be subject to the terms of the Programmatic Agreement (PA), which includes guidelines for addressing archaeological resources and surrounding historic structures, as well as viewshed and auditory effects. TDOT has already been approached by TVA to ask if the FHWA would like to be a signatory to this agreement concerning this

funding. The Bridge project will be subject to a new 26A / 404 application, review, and permitting process, separate from the first waterfront permit application, but subject to the Programmatic Agreement as a condition of permit issuance.

MACTEC Engineering and Consulting, Inc. completed preliminary land and water based geotechnical exploration for the Pedestrian Bridge June of 2009. The geotechnical report indicated a good riverbed foundation. Land borings were less consistent.

In May 2008, the City of Knoxville asked the TDOT-Nashville Structures Division for a rough estimate of cost for bridge construction for budgeting purposes. TDOT estimated the cost of the superstructure (concrete deck plus supporting structural steel girders, bracing, etc.) and the four pier substructures to be \$4 million. The bridge superstructure was assumed to be comparable in appearance to the recently constructed Buck Karnes Bridge (Alcoa Highway) Greenway. The TDOT estimate did not address the cost of elevators, ramps, stairs, overlook platforms, sidewalks, landscaping, architectural embellishments, or lighting (other than standard navigational lighting), or any scope of work beyond the limits of the 972 foot long superstructure.

TDOT's estimate is predicated on the following assumed bridge characteristics:

- \* Three span weathering steel plate girder bridge with two girder lines.
- \* Total deck length 972 feet.
- \* Four concrete piers; two land based piers and two piers in the river
- \* Deck width of 14'
- \* An architectural fence 8 feet in height comparable to that employed on Greenway bridge.

TDOT provided quantity assumptions for the bridge estimate in the table below:

ESTIMATED BRIDGE QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Unit Price	
204-02.01	DRY EXCAVATION (BRIDGES)	C.Y.	400	\$25.00	\$10,000.00
204-04.01	ROCK EXCAVATION (BRIDGES)	C.Y.	420	\$150.00	\$63,000.00
204-05	ROCK DRILLING	L.F.	80	\$25.00	\$2,000.00
204.09.01	COFFERDAM (PIER 2)	L.S.	1	\$250,000.00	\$250,000.00
204.09.02	COFFERDAM (PIER 3)	L.S.	1	\$250,000.00	\$250,000.00
204.12	CORE DRILLING (CONCRETE SEAL)	L.F.	150	\$100.00	\$15,000.00
602-04.01	STEEL STRUCTURES	L.S.	1	\$1,500,000.00	\$1,500,000.00
604-02.03	EPOXY COATED REINFORCING STEEL	LB.	72828	\$1.00	\$72,828.00
604-03.01	CLASS A CONCRETE (BRIDGES)	C.Y.	1502	\$450.00	\$675,900.00
604-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	L.B.	87000	\$0.90	\$78,300.00
604-03.09	CLASS D CONCRETE (BRIDGE DECK)	C.Y.	325	\$550.00	\$178,750.00
604-03.25	CLASS S CONCRETE (FOUNDATION SEAL)	C.Y.	1135	\$300.00	\$340,500.00
604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	2500	\$6.00	\$15,000.00
610-10.40	BRIDGE DECK DRAINS	EA.	15	\$100.00	\$1,500.00
604-11.01	EXPANSION DEVICE (ABUTMENT NO. 1 & 2, 7" MOVEMENT)	L.F.	28	\$1,500.00	\$42,000.00
606-03.03	STEEL PILES (12 INCH)	L.F.	1600	\$55.00	\$88,000.00
707-08.01	FENCE (8' ARCHITECTURAL STEEL FENCE)	L.F.	2416	\$150.00	\$362,400.00
714-16.01	NAVIGATIONAL LIGHTING	L.S.	1	\$40,000.00	\$40,000.00
908-21.01	BEARINGS (ABUTMENT 1 & 2, EXPANSION)	EA.	4	\$7,000.00	\$28,000.00
908-21.02	BEARINGS (PIERS 1 & 4, FIXED)	EA.	4	\$5,500.00	\$22,000.00
908-21.03	BEARINGS (PIERS 2 & 3, FIXED)	EA.	4	\$5,500.00	\$22,000.00
				TOTAL	\$4,057,178.00

The estimating information is provided only to give potential RFQ respondents a better understanding of the nature of the project and work conducted thus far; it is not intended to provide design guidance or client conclusions regarding the eventual design and cost of the bridge.

The City of Knoxville received a federal Transportation, Community, and System Preservation (TCSP) Program grant for bridge design and environmental clearance in 2009.

On September 25, 2009, the City of Knoxville received a Notice to Proceed from TDOT, as follows:



**NOTICE TO PROCEED  
WITH THE  
PRELIMINARY ENGINEERING FOR  
ENVIRONMENTAL PHASE and  
HIRING DESIGN CONSULTANT  
OF PROJECT DEVELOPMENT**

State Project No.: 47LPLM-F0-038

Federal Project No.: TCSP-9TN(2)

PIN: 113061.00; Pedestrian Bridge Connecting South Knoxville Waterfront and  
the University of Tennessee at Knoxville

September 25, 2009

**PLEASE CONTACT OUR ENVIRONMENTAL DIVISION AT  
(615) 741-3655 PRIOR TO CONTACTING YOUR CONSULTANT.**

You are hereby authorized to begin the Preliminary Engineering for the Environmental Document Preparation and Approval ONLY. This notice confirms that there is a fully executed contract between your agency and TDOT for the development of this project, that you have provided all information and material required to determine your agency's ability to perform the work and that the funding for the Preliminary Engineering for the Environmental Document Preparation and Approval has also been approved. You shall perform this phase of project development in accordance with the guidelines provided in <http://www.tdot.state.tn.us/local/Documents/LocalAgencyGuidelines.pdf> of the Local Government Guidelines. Until the environmental document is approved in accordance with the procedures in APPENDIX B, <http://www.tdot.state.tn.us/local/Documents/LocalAgencyGuidelines.pdf> the only design work that should be completed is that which is necessary to complete the NEPA documentation.

**Please Be Aware of the Following:**

**This notice specifically does not provide authorization for any activities connected to the construction phase of the project. You will receive a separate Notice to Proceed for the Construction Phase. If you perform any activity connected with the Construction Phase, including advertisement for bids prior to receiving the Notice to Proceed, your agency forfeits all funding for the Construction Phase.**

Please provide this office the name of the consultant you select and a copy of the contract with the consultant. Also provide a notice indicating the date you authorized work on the preliminary engineering phase of the project. This notice should be addressed to Teresa Estes, Transportation Coordinator, Local Programs Development Office, Suite 600, James K. Polk Building, Nashville, TN 37243-0341

If you have questions or concerns, direct them to Teresa Estes or Lisa Dunn, Transportation Planner at 615-741-5314.

You may contact this office by email at: [tdot.enhancements@state.tn.us](mailto:tdot.enhancements@state.tn.us)

The TDOT Notice to Proceed and the Local Project Agreement (referenced on the next page) are available for review and inspection on the City's website at <http://www.cityofknoxville.org/southwaterfront>, under the heading "South Waterfront - University of TN Pedestrian / Bicycle Bridge."

On December 8<sup>th</sup>, 2009, the City of Knoxville entered into a Local Agency Project Agreement with the Tennessee Department of Transportation, which includes the following summary exhibit:

**EXHIBIT "A"**

**CONTRACT No.: 090266**

**PROJECT IDENTIFICATION No.: 113061.00**

**PROJECT DESCRIPTION: DESIGN OF GREENWAY CONNECTING KNOXVILLE'S SOUTH WATERFRONT TO THE UNIVERSITY OF TENNESSEE. THE PURPOSE OF THE PROJECT IS NOT LOCATION DEPENDENT. THE PURPOSE OF THE PROJECT SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROJECT APPLICATION, BUDGET, AND/OR SCOPE OF WORK ON WHICH APPROVAL OF THE PROJECT WAS BASED, AASHTO STANDARDS, AND EXHIBIT B (WHICH ARE THE AASHTO PATH STANDARDS). THE APPLICATION, BUDGET, AND/OR SCOPE OF WORK MAY BE AMENDED FROM TIME TO TIME AND WHEN AMENDED WILL SERVE AS THE REVISED PROJECT STANDARD.**

**TYPE OF WORK: PEDESTRIAN AND BICYCLE FACILITIES**

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE - NEPA	TCSP	80	0	20	\$400,140.00
PE - FINAL DESIGN	TCSP	80	0	20	\$266,760.00

**LIABILITY:** The Agency understands the estimated cost of the design phase of the Project is \$666,900.00, and that the Department will pay the Agency, as herein provided, for 80% of the actual cost of the design phase with the maximum liability of the Department being \$533,520.00. If the Agency provides its required 20% match by the donation of land, materials or services as defined by the FHWA and approved by the Department, the reimbursement percentage can increase up to 100%. However, the maximum federal dollar amount does not change. Any additional costs for the design phase shall be totally paid by the Agency.

The twenty percent (20%) non-federal share of the Project can be provided by the Agency as a cash match. The Agency also has the option of providing these funds through the use of the value of preliminary engineering services, donated land, services, material or equipment. To be eligible under this paragraph, the items or work performed must be done in accordance with State and Federal law.

It is hereby understood and agreed that the selection of the method of payment of the non-federal share must be made at the time the certification of the availability of right-of-way is made to the Department and cannot be changed once established. The value of the engineering services must be established by either a certification signed by the highest elected Official of the Agency or by a copy of a legal and binding contract between the Agency and a qualified engineering firm. The said contract must have been executed by all parties. The value of land donations is determined by appraisals. The value of donated services, material, or equipment will be determined on a case by case basis.

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal funds is ruled ineligible at any time.

**LEGISLATIVE AUTHORITY:** Section 1117 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU) and System Preservation (TCSP) Program

**NOTE:** Where the Agency is managing any phase of the project, the Department shall provide various activities necessary for Project development. The estimated costs for these activities are included in the funds shown in "Dept. Oversight" above. These funds are not available to the Agency for expenditure and reimbursement.

**CFDA No.:** 20.205 Highway Planning and Construction through an allocation from the United States Department of Transportation.

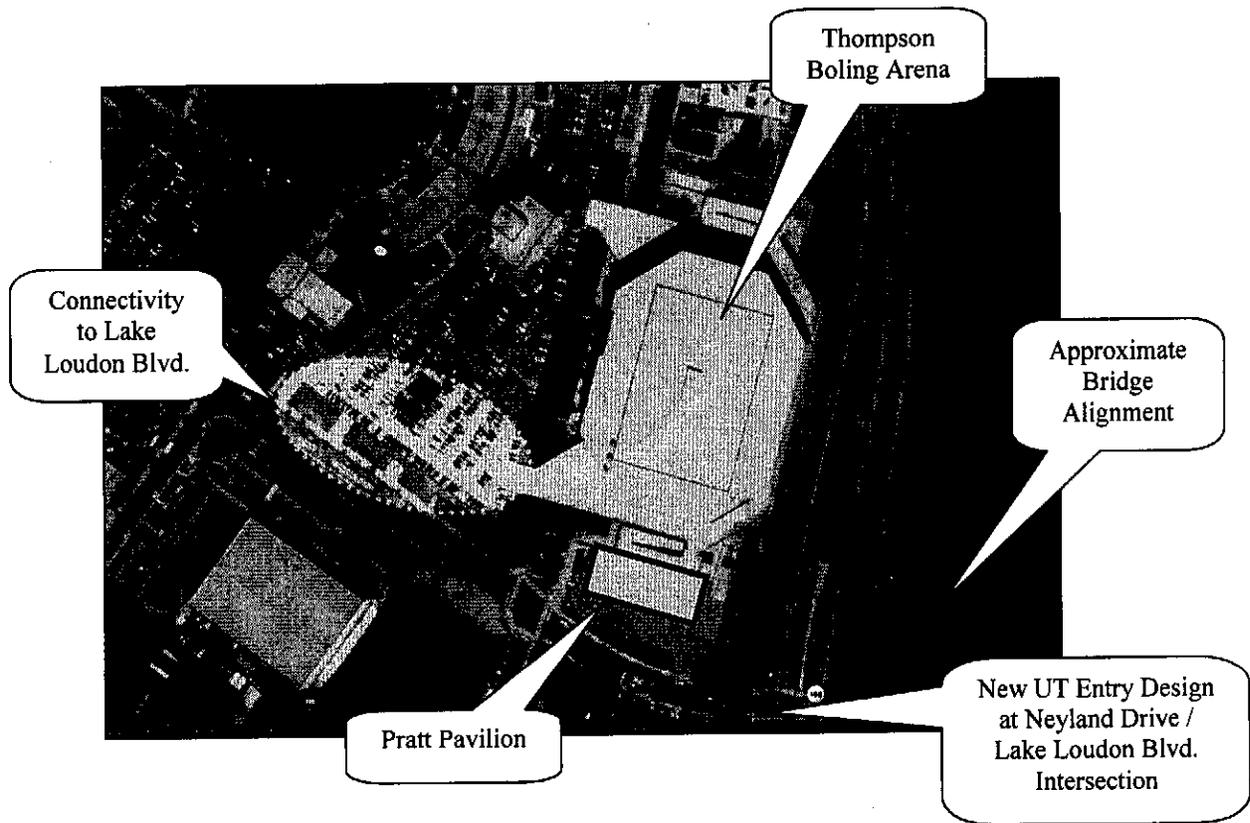
The selected consultant will be expected to comply with all the terms and conditions specified in the attached agreement, and as specified in other sections of this RFQ.

The City of Knoxville does not intend to engage the property acquisition or construction phases with any portion of these funds, nor does this RFQ represent that the \$666,900 provided by the federal grant and local share is the actual funding amount needed to complete the project.

As a final comment regarding funding, the City of Knoxville has submitted a request to TDOT/FHWA for a funding eligibility determination to use an approximate \$7 million federal (local share included) High Priority Project grant award (SAFETEA-LU transportation grant) for property acquisition and construction of the bridge. A response from TDOT is expected before consultant selection for this project occurs, although a positive response will not obligate or formally authorize the City of Knoxville to use the funds for bridge construction.

**University of Tennessee Impacts**

The connection point for the bridge on the north side of the Tennessee River is shown above. The selected consultant(s) will work with University of Tennessee representatives to develop design criteria to address safety and security objectives, to ensure that design recommendations are compatible with recent and planned campus improvements within the project area, to comply with ADA requirements, and to provide design guidance to improve access from Thompson Boling Arena to Lake Loudon Boulevard.



## IV. SCOPE OF WORK REQUIREMENTS

### **Draft Scope Of Work Submission**

To form the basis of contractual negotiations, with regard to a detailed scope of work and cost, the lead consultant identified by the Evaluation Committee as the first choice (after the Qualifications evaluations phase and the Design Competition phase) is expected to submit a draft itemized scope of work, including a schedule and itemized budget for the tasks detailed below **no later than Thursday, June 10<sup>th</sup>, 2010** to the South Waterfront Development Department. This document is to be prepared at the consultant's expense and the expense shall not be borne by the City, as it is intended to form the basis for contractual negotiations and contract execution. After submission of said document, the City still reserves the right to move to the next most qualified/responsive firm, as determined by the Evaluation Committee, should contract negotiations fail. The City is the sole judge of whether contract negotiations have failed. Moreover, the draft scope of work may be modified through discussions with the City of Knoxville and its representatives during contract negotiations.

### **Draft Scope of Work Submission Requirements**

The selected consultant(s) will comply with the TDOT "*Local Guidelines for the Management of Federal and State Funded Transportation Projects*", periodically updated and available on the web at <http://www.tdot.state.tn.us/local/Documents/LocalAgencyGuidelines.pdf>, with the terms and conditions for the attached contract between TDOT and the City of Knoxville, and with the TDOT Notice to Proceed for the project.

The selected consultant(s) will be expected to meet on a periodic basis with a Working Group that will serve in an oversight function, potentially consisting of, but not limited to, representatives from:

- City of Knoxville South Waterfront Department (Project Administration)
- City of Knoxville Engineering Department
- City of Knoxville City Council
- TDOT – Knoxville Region 1 Office
- TDOT – Nashville Structures Division
- The University of Tennessee – Knoxville
- Gulf & Ohio Railroad
- South Waterfront Property Owners
- Knoxville / Knox County Transportation Planning Organization (TPO)
- Tennessee Valley Authority (TVA)
- U.S. Army Corps of Engineers (USACE)
- U.S. Coast Guard

The selected consultant(s) will provide a Draft Scope of Work that will include a project schedule and budget for subtasks, project deliverables, projected time windows for meetings, and project milestones. There will be opportunities to discuss modifications to the scope framework after the consultant selection process has been completed. Respondents are encouraged to provide comments in their RFQ submittals regarding potential improvements to the scope requirements outlined below.

#### **Subtask #1: Design Program Development**

Analysis of existing site conditions will be undertaken to develop design objectives, constraints, opportunities, and criteria to identify all project parameters. Discussion and interviews with Working Group members, as well as other individuals or groups will be conducted to understand and document the project's design program. A preliminary designation of project boundaries will be required during this phase.

#### **Subtask #2: Concept Design Options & Modifications**

Based on the Draft Design produced during the consultant selection process, potential design and structural options and modifications will be identified and evaluated, with functionality, aesthetics,

cost, and environmental impacts being among the evaluation criteria used to determine the best project approach.

### **Subtask #3: Design Development & Preliminary Engineering**

One design option will be selected for continued design and engineering work, to the extent needed for the environmental documentation and permitting process. The scope for this subtask will include the minimum level of information necessary to provide proper guidance to members of the consulting team to engage the environmental documentation, review and permitting process, and to inform affected property owners of the project's impact on their properties. A preliminary cost estimate for Bridge construction will be required as part of this subtask.

### **Subtask #4: Environmental Documentation & Permitting Process**

The environmental documentation process shall include any and all analyses, documents, applications, fees, and submissions required to obtain all federal, state, and local environmental permits for the project. This will include compliance with the National Environmental Policy Act (NEPA), any current or anticipated permits affecting the South Waterfront area, and any TVA, USACE, or FEMA requirements or permits. Of particular note will be the viewshed analysis anticipated to be required as part of the pending South Waterfront 26A/404 permit.

### **Subtask #5: Final Design and Engineering**

The final design will reflect all changes required by the environmental documentation and permitting process. During the preparation and completion of bid specifications, contract documents, and construction plans, this subtask will also include a final detailed cost estimate, final identification of project boundaries, and property acquisition requirements.

### **Subtask #6: Construction Engineering & Inspection (CEI) Services**

The Construction Engineering & Inspection services for the project will be included in the contract, but will be funded separately. Work for this subtask will not start until a specific Notice to Proceed has been issued by TDOT to the City of Knoxville.

## **V. GENERAL CONDITIONS**

The section is intended to form the basis for submission of qualifications to provide Professional Services for the Knoxville South Waterfront Pedestrian / Bicycle Bridge.

- 5.1 This section contains general conditions for the procurement process. The RFQ should be read in its entirety to enable the preparation of a submittal that meets all RFQ requirements.
- 5.2 All materials submitted pursuant to this RFQ shall become the property of the City of Knoxville. To the extent permitted by law, all documents pertaining to this RFQ shall be kept confidential until the consultant selection process is complete, and the professional services contract for the project is executed. No information about any submission shall be released to anyone until the process is complete, except to the members of the Evaluation Committee, who shall evaluate the qualifications, and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected contractor.
- 5.3 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFQ shall be made **in writing and in the hands of the City of Knoxville Purchasing Agent by the close of the business day on Friday, March 19<sup>th</sup>, 2010.** Questions may be submitted by letter, fax (865-215-2277), or email to [bhevans@cityofknoxville.org](mailto:bhevans@cityofknoxville.org). The City of Knoxville shall not be responsible for oral interpretations given by any City of Knoxville employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this RFQ, then said addenda shall be posted on the City's bidding website at [www.cityofknoxville.org/purchasing](http://www.cityofknoxville.org/purchasing) and it shall be the sole responsibility of the submitting entities to ascertain whether or not said addenda has been posted. Moreover, once any

addenda item is posted, then the addenda shall become a permanent part of the RFQ. **It shall be the responsibility of each submitting entity, prior to submitting qualifications, to contact the City of Knoxville Purchasing Division at 865-215-2070 to determine if addenda were issued and to make such addenda a part of the submission of qualifications.**

The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of qualifications; (b) to waive irregularities and technicalities; (c) accept any alternative submission of qualifications presented which in its opinion, would best serve the interests of the City of Knoxville; and/or (d) give full and proper evaluation of the firm presenting the qualifications. The City shall be the sole judge of the qualifications, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but shall not be limited to: current financial statements by an independent CPA; verification of availability of equipment and personnel; and past performance records.

- 5.5 Included in the Contract Documents (found in the forms section of this RFQ) is an affidavit that the undersigned has not entered into any collusion with any person in respect to this request for qualifications. The respondent will be required to execute and submit this affidavit prior to execution of any Contract with the City.
- 5.6 Subsequent to the Selection Committee's review and the Mayor's recommendation of a firm, Knoxville City Council approval will be required before the final contract may be executed.
- 5.7 All expenses for making submission of qualifications shall be borne by submitting entity.
- 5.8 Any submission of qualifications may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 180 days to the City of Knoxville for the services set forth in the RFQ until one or more of the submissions have been duly accepted by the City.**

## VI. CONTRACT REQUIREMENTS

A submitting entity, if selected, must be willing to sign a contract with the City of Knoxville which will include certain provisions, among which are the following:

- 6.1 The contract between the parties shall consist of the executed Agreement, the RFQ, including any addenda thereto, and the Contractor's response to the RFQ. To the extent there is a conflict between the terms of any of the documents that constitute the agreement between the parties, the terms most favorable to the City of Knoxville will prevail.
- 6.2 The contract will be administered by the City of Knoxville South Waterfront Development Department.
- 6.3 Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4 The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City of Knoxville.
- 6.5 The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

- 6.6 The contractor will be required to sign a contract with the City of Knoxville that includes the following indemnification clauses:
- A. 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.
  - B. 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.
  - C. 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.
  - D. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.
- 6.7 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.
- 6.8 The contractor and any subcontractors must be licensed professionals as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., during the performance of any services under this contract requiring such licensure. The contractor and subcontractors must provide proof of required license(s) as part of the RFQ submittal and maintain required license(s) during the period of the contract, and shall submit evidence of compliance.
- 6.9 Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.
- 1. *Commercial General and Umbrella Liability Insurance*; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and

products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit.

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.
  - b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of 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.
2. *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.
  3. *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.
  4. *Professional Liability (including Errors & Omissions)*. Contractor shall maintain professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract with limits of \$1,000,000.
  5. *Other Insurance Requirements*. Contractor shall:
    - a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the Law Director, City of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901.
    - b. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
    - c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

- d. 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.
- e. 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.
- f. 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.
- g. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

- 6.10 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.
- 6.11 All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed.
- 6.12 *Environmental Impairment Liability.* Contractor shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- 6.13 *Excess Liability Insurance.* Contractor shall maintain excess liability insurance in addition to the insurance specified above with a limit of not less than (amount to be inserted will depend on the scope of the contract, typical amounts are \$2 million, \$5 million, and \$10 million) each occurrence. This coverage shall be on a follow form basis.
- 6.14 Contractor shall maintain liability coverage that shall include completed operations coverage, and Contractor shall maintain such coverage for a period of 2 to 5 years from the date of final acceptance of the project.
- 6.15 *Professional Liability Insurance* (or a "Consultant's Environmental Liability Policy" combining coverage for professional liability and for Contractor's pollution liability); with respect to all work performed by or on behalf of Consultant (or, with respect to insurance maintained by a subcontractor, by or on behalf of such subcontractor) under or in connection with this Agreement or any Task Release, covering claims from any act, error, or omission committed in connection with Consultant's (or subcontractors, as the case may be) performance of any such work. Such policy shall not contain any exclusions or limitations regarding the release of asbestos or other pollutants. The limits of liability shall not be less than Two Million Dollars (\$2,000,000) per claim or in the aggregate. If coverage is written on a claims-made basis, coverage with respect to work performed in connection with a given Task Release shall be maintained for a period of three (3) years after the date of final payment with respect to such Task Release and shall provide for an extended reporting period of not less than twelve (12) months.
- 6.16 *Professional Liability (including Errors & Omissions).* Contractor shall maintain professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract with limits of \$1,000,000.
- 6.17 Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving

payments other than Salary;" Chapter 2, Article VIII, Division 11, Section 2-1048 entitled "Conflict of interest" which states, "It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by: (1) the employee or the employee's immediate family; (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment;" Section 2-1049 of the Code entitled "Receipt of benefits from city contracts by council members, employees and officers of the city," which states "It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void;" Section 2-1050 entitled "Gratuities and kickbacks prohibited," which states that "It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of: (1) An official action taken, or to be taken, or which could be taken; (2) A legal duty performed, or to be performed, or which could be performed; or (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee. Anything of nominal value shall be presumed not to constitute a gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order;" and Section 2-1051 entitled "Covenant relating to contingent fees," which states that "Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business."

- 6.18 Firms must comply with the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.
- 6.19 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this qualifications submittal of their efforts to do so by submitting either Form I or Form II located in the Equal Business Opportunity Program section of this RFQ in the "forms" section.
- 6.20 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.
- 6.21 Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Office with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

## VII. INSTRUCTIONS TO SUBMITTING ENTITIES

All submissions of qualifications shall comply with the following instructions. These instructions are intended to ensure that (1) submissions contain the information and documents required by the City of Knoxville in this RFQ; and (2) the submissions have a degree of uniformity in the presentation of material which will facilitate evaluation by the Evaluation Committee.

### 7.1 General

Submission forms and RFQ documentation may be obtained on or after Friday, March 5<sup>th</sup>, 2010 at no charge from:

City of Knoxville Purchasing Division  
400 Main Street, Room 667  
Knoxville, Tennessee 37902

between 8:00 a.m. and 4:30 p.m. (Eastern Standard Time), Monday through Friday or by calling 865-215-2070. Forms and RFQ information are also available on the City web site at [www.cityofknoxville.org](http://www.cityofknoxville.org) where it can be read or printed using Adobe Acrobat Reader software.

### 7.2 Qualifications Submissions

One original and one CD-ROM in PDF format, and twelve (12) copies of the qualifications shall be submitted, with submissions limited to **75 pages**. Qualifications shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). Qualifications shall bear an original signature, being signed above the typed or printed name and title of the signer. All qualifications must be signed by an officer of the company authorized to bind the firm to a contract.

**Qualifications will be received until 11:00 a.m. (EST) on Friday, April 2<sup>nd</sup>, 2010.** Each Qualifications submittal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division  
400 Main Street, Room 667  
Knoxville, Tennessee 37902

**Each sealed envelope containing a Qualifications submittal must be plainly marked on the outside:**

**“SUBMISSION OF QUALIFICATIONS & INTENT TO ENTER INTO A LIMITED DESIGN COMPETITION TO PROVIDE PROFESSIONAL DESIGN, CIVIL ENGINEERING & ENVIRONMENTAL SERVICES FOR THE PEDESTRIAN / BICYCLE BRIDGE IN THE KNOXVILLE SOUTH WATERFRONT REDEVELOPMENT AREA [TDOT PROJECT PIN # 113061.00; FEDERAL PROJECT NO. TCSP-9TN(2), STATE PROJECT NO. 47LPLM-FO-038], TO BE OPENED AT 11:00 A.M. (EST), FRIDAY, APRIL 2<sup>ND</sup>, 2010.”**

Any Qualifications received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the Qualifications delivered to the City of Knoxville Purchasing Division office for receipt on or before that date.

If a Qualifications submittal is sent by U.S. mail, the submitting entity shall be responsible for its timely delivery to the City of Knoxville Purchasing Division. Qualifications that arrive late due to the fault of U.S. Mail, DHL, FEDEX, or any other carrier of any sort are still considered late and shall not be evaluated by the City. Arrangements shall be made for their return at the submitting entity's request and expense.

### 7.3 Content

Firms or teams responding to this RFQ should structure the content of their submissions such that it addresses, at minimum, the evaluation criteria listed in Section VIII. In addition, a brief summary

or outline identifying critical elements or processes needed to ensure successful project completion should be provided.

#### 7.4 Format

Qualifications must be typed on 8.5 x 11 inch wide white paper, stapled together, and placed in a sealed manila envelope; **DO NOT BIND or exceed 75 pages, including required submission forms.** Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page.

Qualifications shall be structured as follows:

1. Submission Form (S-1)
2. Table of Contents
3. Qualifications: Information which submitting entity wishes to include
4. Form I or Form II (Statement of Intent) found in attached Title VI Equal Business Opportunity Program for City of Knoxville.\*

\* All respondents must read this program and submit either Form I or Form II with their proposal.

**NOTE:** The Submission Form (S-1) and the Non-Collusion Affidavit are found on pages 23 and 24 in the “forms” section of this RFQ.

#### 7.4 Evaluation of Qualifications

All qualified submissions received by the deadline will be evaluated by a Selection Committee in accordance with the criteria outlined in Section VIII of this RFQ. Failure to comply with the provisions of the RFQ may cause any Qualifications to be ineligible for evaluation.

Firms and/or teams interested in responding to this RFQ are invited to attend a **Pre-Submittal meeting on Monday, March 15<sup>th</sup>, 2010, at 1:30 PM (EST) in the Small Assembly Room of the City-County Building, 400 Main Street, Knoxville, Tennessee.** The purpose of the Pre-Submittal meeting is to introduce potential respondents to the project, and to allow questions from attendees. Attendance at the meeting will have no effect on the Qualifications evaluation process. A summary of the meeting will be available upon request if interested firms or teams are not able to attend the pre-proposal meeting.

Firms responding to this RFQ shall be available for interviews with the Selection Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFQ requirements. After Qualifications have been opened, any selected entity notified by the City should be prepared to meet with the Selection Committee for an interview. Selection for interviews shall be based on the firms’ written submissions provided by the April 2<sup>nd</sup>, 2010 deadline. Final determination of firms’ qualifications shall be based on their written responses to this Request for Qualifications and information presented to the Selection Committee, if selected for an interview.

Each submittal of Qualifications will be initially analyzed and judged according to the evaluation criteria contained in Section VIII. The maximum score is 100 points.

In addition to materials provided in the written responses to this RFQ, the Selection Committee may request additional material, information from the submitting entity or others. References will be checked.

Provided it is in the best interest of the City, a maximum of three firms determined to be the most qualified and responsive, taking into consideration the evaluation factors set forth in this RFQ, will be selected to enter into the Draft Design Proposal phase. The firms or teams selected to advance will be notified at the earliest practical date.

#### 7.5 Evaluation of Competitive Draft Design Proposals

Upon notice by the City of Knoxville, a maximum of three finalist firms selected for the design competition will submit draft design proposals for final ranking and completion of the selection

process. Each of the selected consultant firms / teams will submit one original submittal and one compressed CD-ROM submittal in PDF format, and twelve (12) copies of the submittal. The original submittal shall contain no more than four (4) boards, with a maximum size of 24 inches by 36 inches, containing graphic content describing the proposal Draft Design Proposal Submittals, and written narrative on 8½” by 11” paper with a maximum of 20 pages, addressing the Evaluation Criteria identified in Section IX of this RFQ. The twelve copies of the submittal shall be in report form fitted to an 8 ½” by 11” format, including reductions of any boards submitted. Submittals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual), shall bear an original signature, being signed above the typed or printed name and title of the signer as per pages 25 and 26 of this RFQ. All Draft Design Proposal submittals must be signed by an officer of the company authorized to bind the firm to a contract.

Draft Design Proposal submittals **will be received until 11:00 a.m. (EST) on Friday, May 14<sup>th</sup>, 2010.** Each Draft Design Proposal submittal must be submitted in a sealed envelope or wrapped in opaque paper and addressed to:

City of Knoxville Purchasing Division  
400 Main Street, Room 667  
Knoxville, Tennessee 37902

**Each package or sealed envelope containing a Draft Design Proposal submittal must be plainly marked on the outside:**

**“SUBMISSION OF A DRAFT DESIGN PROPOSAL TO PROVIDE PROFESSIONAL DESIGN, CIVIL ENGINEERING & ENVIRONMENTAL SERVICES FOR THE PEDESTRIAN / BICYCLE BRIDGE IN THE KNOXVILLE SOUTH WATERFRONT REDEVELOPMENT AREA [TDOT PROJECT PIN # 113061.00; FEDERAL PROJECT NO. TCSP-9TN(2), STATE PROJECT NO. 47LPLM-FO-038], TO BE OPENED AT 11:00 A.M. (EST), FRIDAY, MAY 14<sup>TH</sup>, 2010.”**

Any Draft Design Proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have their Draft Design Proposal submittal delivered to the City of Knoxville Purchasing Division office for receipt on or before that date.

If a Draft Design Proposal submittal is sent by U.S. mail, the submitting entity shall be responsible for its timely delivery to the City of Knoxville Purchasing Division. Draft Design Proposals that arrive late due to the fault of U.S. Mail, DHL, FEDEX, or any other carrier of any sort are still considered late and shall not be evaluated by the City. Such proposals shall be made available for return at the submitting entity’s request and expense.

Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the Draft Design Proposal requirements. After Draft Design Proposal submittals have been opened, any selected entity notified by the City should be prepared to make a presentation to the Selection Committee. Selection for presentations shall be determined at the sole discretion of the Selection Committee. Each Draft Design Proposal submittal will be initially analyzed and judged according to the evaluation criteria contained in Section IX of this RFQ. The maximum score is 100 points.

In addition to materials provided in the Draft Design Proposal submittals, the Selection Committee may request additional materials or information from the submitting entity or others. References will be checked.

Final ranking of the firms participating in the Draft Design Proposal process shall be based on information from submittals of Qualifications, Draft Design Proposals, interviews (if conducted),

and any other information presented to the Selection Committee. **Each Respondent's Final Score will be determined as follows: Qualifications Score = 70%, Design Proposal Score = 30%.**

## VIII. EVALUATION CRITERIA: QUALIFICATIONS

Two (2) evaluation criteria for the Qualifications submittals is mandatory and must be addressed by each Respondent:

**M1. Proof of TDOT Prequalification Status to Serve as Lead Firm (0 points)**

Submittals must provide proof of TDOT Prequalification Status on the part of the civil engineering firm to serve as the prime contractor to be considered eligible for consideration and selection for the project. Failure to do so will result in automatic rejection and no further consideration by the Evaluation Committee. **(0 points - mandatory)**

**M2. Proof of Applicable Licensure for Subcontracted Firms**

Submittals must provide proof of applicable licensure for all subcontracted firms to conduct professional services in the State of Tennessee to be considered eligible for consideration and selection for the project. Failure to do so will result in automatic rejection and no further consideration by the Evaluation Committee. **(0 points - mandatory)**

The Selection Committee will judge each respondent based on six criteria, with a maximum award of 100 points. The criteria weights are shown below.

**P1. Demonstrated Ability to Manage Projects Within Allotted Timeframe and Budget (15 points)**

The ability to show success in coordination the project from cradle to grave will be assessed. This includes evidence of good communication with all involved parties, a rational approach to site inventory and selection, a record of working successfully with private property owners and regulatory agencies, use of creative problem solving, and the ability to manage staff and budgets to minimize the necessity for project change orders.

**P2. Demonstrated Ability to Deliver High Quality Reports and Documentation (15 points.)**

Demonstrate that deliverables are a consistently true and accurate depiction of site conditions, without typos and data errors, and that they are well coordinated with applicable regulatory agencies and the client.

**P3. Relevant Experience & References: Principals & Team (20 points)**

The firm(s) involved should be able to cite projects of similar scope and size that have been successfully completed, and that have involved team members identified in the submittal. Respondents are encouraged to site experience with similar projects using state and/or federal grant funds, and showing a demonstrated ability to comply with state and federal regulations.

**P4. Qualifications and Level of Involvement of Principal-In-Charge (15 points)**

Respondents should clearly identify the principal-in-charge and include in that person's qualifications a description of project management expertise. The dedication of time (as a percentage of available weekly work hours) to be spent on the project by the principal-in-charge should also be included, particularly as that time relates to interaction with the Assessment Team and the Community.

**P5. Qualifications and Level of Involvement of Primary Team Members (25 points)**

The names of persons, their respective titles/roles, vitae, and dedication of time should be provided for any team member playing a significant role in the project. Team members involved in projects identified under **Relevant Experience & References** (#3 above) should be specifically provided.

**P6. Small Business Participation (10 points)**

State the extent to which the firm plans to employ small businesses in order to help the City meet its goal of conducting business with small businesses. The more business it plans to provide to small businesses for the project at hand, the more points it receives. Details should be included in the Equal Business Opportunity Forms that are submitted with the statement of qualifications.

## **IX. EVALUATION CRITERIA: DRAFT DESIGN PROPOSALS**

Four (4) evaluation criteria for the Draft Design Proposals are mandatory and must be addressed by each Respondent:

- M1. The bridge design must facilitate joint use by cyclists and pedestrians. (0 points - mandatory)**
- M2. The bridge must be accessible as defined by the Americans with Disabilities Act and the City of Knoxville Mayor's Council on Disability Issues. (0 points - mandatory)**
- M3. Relocation of existing roadways or railroad tracks on the north side of the Tennessee River to accommodate piers is not possible. (0 points – mandatory)**
- M4. The bridge design must meet minimum clearance dimensions with respect to Neyland Drive (18-foot vertical clearance, 30-foot horizontal clearance from edge of closest traffic lane), the Gulf & Ohio Railroad (25-foot vertical clearance, 25-foot horizontal clearance from center line of track to front face of pier), and the Tennessee River Barge Channel (300-foot minimum barge channel horizontal span, 60-foot vertical clearance above the 813.5-foot mean summer pool elevation of the Tennessee River). (0 points – mandatory)**

Nine (9) evaluation criteria for the Draft Design Proposals will be judged on a weighted point basis, as identified below, with a maximum possible score of 100 points:

- P1. The design must address a safe and efficient way to accommodate access from Lake Loudon Boulevard to the bridge. Access through the Thompson Boling Arena parking lot should be achieved with a minimum loss of parking spaces. (10 points)**
- P2. Construction materials must be commonly available and allow for ease of long-term maintenance. (10 points)**
- P3. Elevators are discouraged as a means of providing access between grade and the bridge. (10 points)**
- P4. New vertical access for pedestrians and bicyclists must be created to mediate the vertical gap between the riverfronts, existing and proposed trails in the vicinity and the deck of the new pedestrian bridge high above. Designs should pay attention to the ways that these seemingly utilitarian structures can enhance the experience of accessing the pedestrian bridge and crossing the river. (10 points)**
- P5. Lighting should be considered as an integral component of the design. Lighting is considered to be a transforming element that can be used to promote linkages, create identity, and shape experiences. Any lighting considerations will take into perceptions of safety and security, account for the impact that illumination will have on the environment, nearby properties and neighborhoods, and night-time views of the bridge from different viewer perspectives. (10 points)**
- P6. The bridge should be considered a prominent, architecturally significant, and functional work of art. It should complement the improvements made by the University of Tennessee to the Lake Loudon Boulevard entryway into the campus, Thompson Boling Arena, and Pratt Pavilion, and serve as a gateway to the South Waterfront Redevelopment Area. (15 points)**

- P7. The bridge design should be budget conscious and require no more property acquisition than is absolutely necessary to satisfy the functional requirements for users of the bridge. (15 points)**
- P8. The bridge design should reflect accommodations for University of Tennessee improvements currently planned and/or programmed for implementation. A University of Tennessee information package will be provided on or about April 16<sup>th</sup>, 2010 to the firms selected for the Design Proposal phase. (10 points)**
- P9. The bridge design must address existing overhead and subsurface utilities in the draft design proposal submittal. A KUB utilities information package will be provided on or about April 16<sup>th</sup>, 2010 to the firms selected for the Design Proposal phase. Impacts on other utilities not owned by KUB must also be addressed. (10 points)**

**NOTE:** The lead firm selected for this contract, and any sub-contractors hired by the lead firm, may not have any financial interest or financial relationship involving private properties or businesses located within the boundaries of the Knoxville South Waterfront Redevelopment and Urban Renewal District. These boundaries may be found on the City of Knoxville website at:  
[http://www.cityofknoxville.org/southwaterfront/ordinances/redev\\_plan\\_adopied.pdf](http://www.cityofknoxville.org/southwaterfront/ordinances/redev_plan_adopied.pdf).

**Submission Forms**

**For**

**Friday, April 2<sup>nd</sup>, 2010 Deadline**

**Qualifications**



**CITY OF KNOXVILLE**  
**Request for Qualifications & Limited Design Competition for**  
**Professional Design, Civil Engineering & Environmental Services**  
**Pedestrian / Bicycle Bridge**  
Knoxville South Waterfront Redevelopment Area  
**TDOT Project PIN # 113061.00**  
**Federal Project No. TCSP-9TN(2)**  
**State Project No. 47LPLM-FO-038**

**Submission Form (S-1)**

Qualifications To Be Received by 11:00 a.m., Eastern Standard Time, Friday, April 2<sup>nd</sup>, 2010, in Room 667, City/County Building, Knoxville, Tennessee.

**IMPORTANT: A Paper Original, CD-ROM (PDF format), and twelve (12) copies are to be submitted.**

**Please complete the following:**

**Legal Name of Respondent:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

**Fax Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**The signature below acknowledges and represents the intent of the Respondent and all subcontracting firms (if any) to enter into the competitive draft design phase if selected and invited to do so.**

**Signature:** \_\_\_\_\_

**Name of Signer:** \_\_\_\_\_

**Note: Failure to use these response sheets may disqualify your submission.**

**NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

- (1) He/She is owner, partner, officer, representative, or agent of \_\_\_\_\_, the Qualifier that has submitted the attached Qualification;
- (2) He/She is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;
- (3) Such Qualification is genuine and is not a collusive or sham Qualification;
- (4) Neither the said Qualification 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 Qualifier, firm or person to submit a collusive or sham Qualification in connection with the Contract for which the attached Qualification 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 Qualifier, firm, or person to fix the price or prices in the attached Qualification or of any other Qualifier, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Qualifier, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Qualification are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

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

# SECTION I

## EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

### GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
  - a. Advertising
  - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
  - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
  - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
  - a. It is the **bidder's/proposer's** responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.
    - (1) A description of the specifications for the work selection for subcontracting
    - (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
4. **Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.**

## SECTION II

### MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

**1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)**

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the dollar value associated with these opportunities. The purpose of "Form I" is to measure the Contractor's "Good Faith Efforts." It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

**2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)**

This form will be submitted if the **bidder/proposer** does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The **bidder/proposer** must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of "**Good Faith Efforts**" in filling that subcontract opportunity.

The Purchasing Division may request the apparent low **bidder/proposer** to provide additional information to clarify the bidder's/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30<sup>th</sup> and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

## SECTION III

### DEFINITIONS

- Minority:** A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:
- a. Black American, which includes persons having origins in any of the Black racial groups of Africa;
  - b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
  - c. Native American, which includes persons who are American Indians or Alaska Native;
  - d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
  - e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

**Minority Owned Business (MOB), Women Owned Business (WOB):** A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

**Owned and Controlled:** A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

**Subcontractor:** Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

**FORM I**

**STATEMENT OF INTENT OF MOB/WOB UTILIZATION**  
**(TO BE SUBMITTED WITH THE BID/PROPOSAL)**

We, \_\_\_\_\_, do certify that on the  
**(Bidder/Proposer)**

\_\_\_\_\_  
**(Project Name)**

(\_\_\_\_\_) **(Dollar Amount of Bid)**

MOB/WOB's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$\_\_\_\_\_.

MOB/WOB Utilization			
Description of Work	MOB Amount	WOB Amount	Name of MOB/WOB

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30<sup>th</sup> of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
**(Authorized Representative)**

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**FORM II**

**STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)**

We, \_\_\_\_\_, hereby certify that it is our  
(Bidder/Proposer)  
intent to perform 100 % of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the **Bidder/Proposer** states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **bidder/proposer** will comply with all requirements of the "Good Faith Efforts" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

**The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.**

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**FORM III**

**STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S)  
(TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE LIFE  
OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)**

Project: \_\_\_\_\_ Contract#: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor's Signature Title

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

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

My Commission Expires: \_\_\_\_\_

**Submission Forms**

**For**

**Friday, May 14<sup>th</sup>, 2010 Deadline**

**Draft Design Proposals**



**CITY OF KNOXVILLE**  
**Request for Qualifications & Limited Design Competition for**  
**Professional Design, Civil Engineering & Environmental Services**  
**Pedestrian / Bicycle Bridge**  
Knoxville South Waterfront Redevelopment Area  
**TDOT Project PIN # 113061.00**  
**Federal Project No. TCSP-9TN(2)**  
**State Project No. 47LPLM-FO-038**

**Submission Form (S-1)**

Qualifications To Be Received by 11:00 a.m., Eastern Standard Time, Friday, April 2<sup>nd</sup>, 2010, in Room 667, City/County Building, Knoxville, Tennessee.

**IMPORTANT: A Paper Original, CD-ROM (PDF format), and twelve (12) copies are to be submitted.**

**Please complete the following:**

**Legal Name of Respondent:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

**Fax Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**The signature below acknowledges and represents the intent of the Respondent and all subcontracting firms (if any) to enter into the competitive draft design phase if selected and invited to do so.**

**Signature:** \_\_\_\_\_

**Name of Signer:** \_\_\_\_\_

**Note: Failure to use these response sheets may disqualify your submission.**

**NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

- (1) He/She is owner, partner, officer, representative, or agent of \_\_\_\_\_, the Qualifier that has submitted the attached Qualification;
- (2) He/She is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;
- (3) Such Qualification is genuine and is not a collusive or sham Qualification;
- (4) Neither the said Qualification 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 Qualifier, firm or person to submit a collusive or sham Qualification in connection with the Contract for which the attached Qualification 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 Qualifier, firm, or person to fix the price or prices in the attached Qualification or of any other Qualifier, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Qualifier, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (6) The price or prices quoted in that attached Qualification are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_

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