
Request for Applications

Live-In Caretaker: Charter Doyle Park

The City of Knoxville Parks and Recreation Department is accepting applications for a live-in caretaker at Charter E. Doyle Park, located at 5100 Martin Mill Pike, Knoxville, TN. 37920. Individual selected will be under contract with The City of Knoxville.

Caretaker performs a variety of manual and semi-skilled tasks in the repair and maintenance of park grounds, buildings, equipment and other structures therein, including janitorial and custodial tasks; provide information and detect violations of pertinent ordinances, laws, rules and regulations governing public use thereof; and performs other duties as required. Compensation will be in the form of a smoke-free, one bedroom- unfurnished on-site living quarters, including water, sewer and electricity. Additionally, the caretaker will have the opportunity to apply for part time Maintenance openings in other City Parks/Facilities and earn an hourly wage under the direction of the Maintenance Coordinator - performing supervised maintenance work and litter cleanup (as needed basis).

Caretaker shall, at their sole expense, obtain and maintain Commercial General and Umbrella Liability Insurance with a limit of not less than \$500,000.00, Automobile Liability Insurance, and Personal Property Insurance as required by the City of Knoxville.

Interested individuals must submit a list of references with addresses and phone numbers when returning an application. Applications may be submitted by email to James McKeehan, Assistant Purchasing Agent at jmckeehan@knoxvilletn.gov or sent to: City of Knoxville, Purchasing Division, City/County Building, Room 667, 400 W Main Street, Knoxville, Tennessee 37902. The deadline for submitting applications is 11:00:00 a.m., (Eastern Time) on January 26, 2022. Late submissions will not be considered.

The term of the agreement will be for three years with an option to renew for two additional one year terms, with approval from the City and Caretaker.

Scope of Work:

Caretaker shall provide all labor, materials, machinery, fuel, equipment, tools, and services required to perform the following at the Park:

- a) Clean picnic shelter daily and/or after each use.
- b) Provide assistance with community events and park rentals.
- c) Mowing the grounds around the caretaker's residence, removing weeds in and around the playground equipment, tennis courts and the maintaining the Doyle family cemetery.
- d) Opening the Park gate and restrooms in the morning and closing/securing at night (7 days/week).
- e) Picking up litter daily in all areas of the Park.
- f) Clean, sweep, mop Park restrooms 4 times per week and install City provided paper towels, toilet tissue, and soap.
- g) Picking up doggie bags daily and maintaining the dog park.
- h) Immediately report to 311, Parks & Recreation, and KPD any park user violations, maintenance issues, or any emergency situations.

- i) Caretaker shall, at their sole expense, provide and maintain a working email address and cell phone number.
- j) Communicate with City of Knoxville personnel and janitorial contractor on a weekly basis.
- k) Maintain a working knowledge of City of Knoxville Municipal Code.
- l) Maintain working log for required duties and turn into Parks & Recreation weekly.
- m) Parking is limited to one vehicle and one guest maximum.
- n) Other duties as assigned by the Director of Parks & Recreation.
- o) Caretaker shall follow the Charter Doyle Caretaker Residence Code of Conduct.

Pursuant to these responsibilities the Caretaker will be required to provide the necessary equipment and supplies required to perform such duties, including, but not limited to, a lawnmower, weed eater, leaf blower, and cleaning supplies.

The City shall be responsible for providing the necessary paper products and hand soap for Contractor to supply the restrooms. Contractor shall perform and complete all work in a satisfactory manner acceptable to the City.

Qualifications:

- Minimum of five years of experience in general outdoor maintenance
- High School Diploma or GED
- Ability to frequently lift up to 50 pounds and occasionally lift up to 100 pounds
- Must pass City of Knoxville Drug Testing and Background Screening

Instructions and Conditions:

The Application Form found on Page 8 may be submitted by hardcopy to the Purchasing Office (**Option 1**) or by email (**Option 2**).

1. **Option 1:** Applications will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 W Main Street; Knoxville, Tennessee 37902 until **January 26, 2022**, at **11:00:00 a.m.** Each envelope containing an application must be sealed and plainly marked on the outside "**Charter Doyle Park Live-in Caretaker Application**." Applicants are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.

Any applications received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the applicant to have the application delivered to the City of Knoxville Purchasing Division on or before that time. Applications that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and may not be accepted by the City.

Option 2: Applications may also be submitted by email to James McKeehan, Assistant Purchasing Agent at jmckeehan@knoxvilletn.gov PRIOR to 11:00:00 a.m. (Eastern Time) on **January 26, 2022**. Email subject line should read "**Charter Doyle Park Live-In Caretaker Application**", Submit only one (1) application.

2. 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 \$500,000.00 each occurrence for bodily injury, personal injury, property damage, and products and completed operations.

Such insurance shall:

- (1) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as 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 will contain no special limitations on the scope of protection afforded to the above-listed insureds. Liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy; and
- (2) For any claims related to this Agreement, 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 will be excess of the Contractor's insurance and will not contribute with it.

- B. Automobile Liability Insurance. Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than minimum State of Tennessee requirements. Such insurance will include coverage for "any auto." Such insurance will contain or be endorsed to contain a provision that includes the City, its officials, officers, employees and volunteers as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
- C. Personal Property Insurance. Contractor understands and agrees that it shall be Contractor's own obligation to insure Contractor's personal property located in the Facility and located on and about the Park. Contractor further agrees that City will not be responsible for any loss or damage to Contractor, or anyone claiming under or through Contractor or otherwise.
- D. Other Insurance Requirements. The Contractor will:
- (1) prior to commencement of services, furnish the City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Article, and provide that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901;
 - (2) provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;
 - (3) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

The City, its officials, officers, employees and volunteers are to be added as insureds on all liability insurance policies with respect to liability, arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required.

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.

3. The successful bidder 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.

Charter Doyle Park Caretaker Residence Code of Conduct

General Conduct

- a) Tenant shall read, understand, and comply with the City of Knoxville Municipal Code. (https://library.municode.com/tn/knoxville/codes/code_of_ordinances)
- b) Tenant shall follow the City of Knoxville Parks and Recreation Department's Mission Statement: "The City of Knoxville Parks and Recreation Department provides a safe and fun environment so all citizens may enjoy their leisure time. Our dedicated staff works to promote healthy lifestyles and character building activities by providing affordable quality programs, parks and recreation venues". (www.knoxvilletn.gov/recreation)
- c) Tenant shall behave in a calm and professional manner while carrying out daily tasks, refrain from any form of personal abuse toward others, including verbal, physical, and emotional abuse.
- d) Tenant shall wear a City of Knoxville vest while performing assigned tasks or interacting with the public. The City will provide one vest at no charge to the Tenant for the duration of the contract.
- e) Tenant shall respond to the City of Knoxville Parks and Recreation Director, Deputy Director, Maintenance Superintendent, Maintenance Coordinator, or any other City of Knoxville Official within 12 hours of receiving an email or text message. Tenant shall respond to phone calls immediately.
- f) Charter Doyle Park is open 365 days/year. The tenant is permitted 14 days (maximum) of unpaid leave time a year, which does not carry over each calendar year. Leave shall not exceed 7 days per request. All leave time shall be pre-approved by the City of Knoxville – Parks & Recreation Maintenance Superintendent. For approval of leave, the tenant shall submit a leave request via email, to the City of Knoxville Parks & Recreation Maintenance Superintendent no less than four (4) weeks in advance of the proposed leave dates. Any unapproved leave from the Park shall not be permitted.
- g) In the unlikely event the tenant becomes unable to perform the tasks as specified in the contract, the City of Knoxville shall provide tenant a 45 day written termination notice.
- h) In the event of an emergency, tenant shall call 911 immediately and inform the City of Knoxville Parks & Recreation Maintenance Superintendent immediately after calling 911.
- i) Tenant shall follow all requirements as specified in the contract.

Tenancy Commencement

- a) Tenant shall carry out an inspection of the dwelling and inform the City of Knoxville in writing (email) of any damage, defects, or inaccuracies. Inspection shall be complete within ten (10) days following the executed contract date.
- b) Tenant will be given one set of keys. Tenant is NOT permitted to make duplicates. If keys are lost and need replacement, the tenant will be charged \$25.00 for each occurrence.

Tenancy

- a) Tenant shall be required to live on-site daily and be used as their permanent residence. Tenant shall follow all Park rules in the City of Knoxville Municipal Code – Chapter 20 including no alcohol or drugs inside the park or residence.
- b) Smoking or vaping is permitted only outdoors in designated area. The designated area is located inside the fenced back yard away from the public view. No smoking or vaping on the front or rear porch/deck areas.
- c) Tenant understands that this is a single dwelling unit, for the Charter Doyle Park Caretaker alone, and all other entities that are invited into the property are required to be visitors/guests only. No roommates or subleases are allowed.

- d) Tenant shall not create excessive noise or any other activity that results in a nuisance to the park users or neighboring properties.
- e) Pets are not allowed, including but not limited to dogs, cats, snakes, reptiles or rodents.
- f) Tenant understands that the City of Knoxville can terminate the agreement as described in the terms of the contract.
- g) Tenant shall perform daily tasks as specified in the contract.
- h) The tenant shall ensure that on receipt of reasonable notice, normally 24 hours, they shall allow/provide the City of Knoxville, or any person acting on City's behalf, access to the dwelling in order to carry out an inspection or make repairs.
- i) The tenant shall maintain the dwelling in a clean and organized condition.
- j) Tenant shall be responsible for providing and replacing light bulbs for the residence.
- k) Tenant shall inform the City of Knoxville – Parks & Recreation via email of defects within 24 hours after detection.
- l) Tenant shall take responsibility for all guests that may visit the residence.
- m) Tenant is allowed two parking spaces maximum (one for tenant and one for guest).

Visual Appearance

- a) Tenant shall mow and trim the grass every two (2) weeks and provide landscaping to the fenced area in / around the residence.
- b) Tenant shall not store or place any furniture/items on the outside decks. All outdoor items and equipment shall be stored away from public view.
- c) Tenant shall ensure all outside areas of the residence are kept in a neat and organized manner, including the yard, storage building, and porch areas.

Equipment

- a) Tenant shall provide and maintain applicable equipment as described in the terms of the contract.

Health & Safety

- a) All equipment and appliances are required to be used only in a manner for which they were designed.
- b) Any gasoline, oils, or fuels stored on site shall comply with Tennessee Occupational Safety & Health Administration and Environmental regulations.

Fire Safety

- a) Tenant shall follow all applicable fire safety codes and not obstruct any stairways, landings and/or passageways which provide a route of escape in case of fire.
- b) Tenant shall be responsible for monthly fire extinguisher inspections, including filling out the fire extinguisher card, as required monthly. The City Risk Management Department schedules a contractor for required annual inspection of fire extinguishers, tenant will be responsible for coordinating a time to meet contractor onsite.
- c) Tenant shall take all necessary precautions with cooking equipment and not utilize any naked flames (e.g. candles, T-lights, gas hobs).
- d) Tenant shall not use or bring onto the premises any portable gas or propane equipment or paraffin heaters. BBQ grills (Propane or Charcoal) are not permitted near the residence, Tenant may use the BBQ grill in the park.
- e) Tenant shall not store gasoline or other flammable liquids inside the residence, restrooms, or storage closet areas. Any Flammable liquids shall be stored in an OSHA approved container(s) and be kept in provided outdoor storage building (separate from residence building).
- f) Tenant shall not use extension cords to power electric devices, including electric heaters, electric blankets, or cooking devices.

Security

- a) Tenant shall keep the dwelling, park, and restrooms secure daily.
- b) Security cameras are utilized in some areas of the park.
- c) Tenant shall lock the vehicular gate and park restrooms daily at Dusk and unlock at Dawn. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours. The opening and closing hours for each individual park shall be posted therein for public information. The hours for use of all parks, unless otherwise specified by the posting of the hours of use, shall be between one-half hour before sunrise and one-half hour after sunset. Any section or part of any park may be declared closed to the public by the Parks and Recreation Director at any time and for any interval of time, either temporarily or at regular and stated intervals, daily or otherwise, and either entirely or to merely certain uses, as the Parks and Recreation Director shall find reasonably necessary

Refuse

- a) Tenant shall store refuse in a proper hygienic way and in the manner required by the waste collection service.
- b) Tenant shall report refuse issues by dialing 311 or contacting the City of Knoxville – Parks and Recreation via email.

At the end of the tenancy

- a) Tenant shall return all keys on termination of the tenancy.
- b) Tenant shall settle all outstanding accounts upon termination of the tenancy.
- c) Tenant shall leave the dwelling in a clean condition and remove all belongings.
- d) Tenant shall leave the dwelling in no worse condition having regard to fair wear and tear as at the commencement of the tenancy.
- e) Tenant shall be present at the check-out inspection unless otherwise agreed.
- f) Tenant shall make suitable arrangements for the forwarding their mail.

City of Knoxville Parks and Recreation Department
APPLICATION FOR EMPLOYMENT

Position: ***Caretaker for Charter Doyle Park***

PERSONAL INFORMATION

DATE OF APPLICATION: _____

Name:

Last

First

Middle

Address:

Street

(Apt)

City, State

Zip

Alternate Address:

Street

City, State

Zip

Contact Information:

()

Home Telephone

()

Mobile

Email

Available Start Date: _____

Are you currently employed? _____

Do you have a valid Driver's License? _____ **Are you at least 18 years old?** _____

EDUCATION

	Name and Location	Graduate? – Degree?	Major / Subjects of Study
High School			
College or University			
Specialized Training, Trade School, etc...			
Other Education			

Please list your areas of highest proficiency, special skills or other items that may contribute to your abilities in performing the above mentioned position.

PREVIOUS EXPERIENCE (Please list beginning from most recent)

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

Have you ever been convicted of any felony, misdemeanor or violation of any law, ordinance, or police regulation (excluding traffic violations)? _____No _____Yes *(If yes, explain fully what, where, and results below (i.e., paid fine, served jail sentence, etc.)* Conviction will not necessarily disqualify an applicant from employment. The time elapsed, severity, and pertinence of the conviction to the job will be considered.

Have you worked for the City of Knoxville Parks and Recreation Department before? *If yes, when, where and in what position*) _____No _____Yes

Filling out this application in no way guarantees you will be hired by the Parks and Recreation Department

Read and Sign: These answers are true and complete to the best of my knowledge. I understand that any false or misleading information provided during the application or interview process will result in withdrawal from consideration for employment or my immediate discharge if I am hired, regardless of when discovered. I authorize the City of Knoxville to make a thorough investigation of all statements contained in this application, my past employment, education and job related activities, and I release from all liability all persons, companies, and corporations supplying such information. I understand that drug testing is required before offer of employment.

Signature of Applicant: _____ Date: _____

Printed Name of Applicant: _____

This application cannot be processed without a signature

AN EQUAL OPPORTUNITY EMPLOYER