

# REQUEST FOR PROPOSAL

2020-001

BASKETBALL COURT NEW WITH PARKING AREA

RIVERSIDE PARK, 509 W RIVERSIDE DRIVE

ELIZABETHTON, TENNESSEE 37643

BID OPENING: MARCH 26,2020 AT 11:00 AM

For information contact:

Greg Workman- Purchasing Director

City of Elizabethton, TN

136 South Sycamore Street

Elizabethton, TN 37643

(423) 542-1505

# CITY OF ELIZABETHTON, TENNESSEE

## Purchasing Department

136 SOUTH SYCAMORE STREET  
ELIZABETHTON, TN 37643  
423-542-1505

Date: 03/11/2020

### (This is NOT an Order) REQUEST FOR BID

TERMS: \_\_\_\_\_  
DELIVERY DATE: \_\_\_\_\_

BID # **RFP 2020-001**  
BID OPENING DATE: **03/26/2020**  
BID OPENING TIME: **11:00 am**

ALL QUOTATIONS MUST BE F.O.B. ELIZABETHTON, TENNESSEE

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
	1	EA	BASKETBALL COURT (NEW), PARKING AREA RIVERSIDE PARK, 509 W RIVERSIDE DRIVE, ELIZABETHTON, TN 37643  SPECIFICATIONS ARE ATTACHED AND ARE AN INTEGRAL PART OF THIS BID		\$ _____

Person to contact regarding this bid: Greg Workman (423) 542-1505/GARRETT JOHNSON (423) 297-5210

#### DELIVERY INSTRUCTIONS

136 SOUTH SYCAMORE STREET, ELIZABETHTON,  
TN 37643

In submitting the above, the undersigned agrees to sell to the City the material or service at the price shown and further agrees to all terms and conditions contained in this bid agreement. Acceptance of any or all of the above within a reasonable period will constitute a contract between both parties.

NAME OF FIRM

(Purchase Order will be issued to the above vendor)

By \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

  
DIRECTOR OF PURCHASING

## **SPECIAL PROVISIONS**

### **SCOPE OF WORK:**

The Contractor shall provide all labor, materials, equipment, and services necessary for the site preparation, and installation of the new basketball court and parking area located at Riverside Park, 509 West Riverside Drive, Elizabethton, TN.

The scope of work involved in this contract shall consist of but not be limited to the following:

### **General Notes:**

**Work may begin Monday through Friday between the hours of 8:00 am and must end at 5:00 pm.** The work to be performed is located in a residential area.

#### **Demolition/ New Construction of Basketball Court and Parking Area.**

- Remove existing asphalt and unsuitable sub-grade from proposed parking area and proposed basketball court.
- Remove existing concrete base located at the old horseshoe pits where the proposed basketball court is to be located.
- Grade parking area and basketball court to promote proper drainage.
- Install four inches (4") of wet pug mill base course stone and roll with vibratory roller.
- Install two inches (2") of asphalt base course binder and compact with vibratory roller. **Approximately 120 tons of binder.**
- Apply tack to all paved surfaces. **Approximately 75 gallons of tack.**
- Install one- and one-half inches (1-1/2") of asphalt surface and compact with vibratory roller. **Approximately 90 tons of surface.**
- Stripe basketball court and parking spaces. Field verify with Parks and Recreation prior to striping basketball court.
- Comply with all ADA guidelines for accessible parking and recreation facilities.
- Basketball Court shall run East to West.
- The square footage of the new basketball court will be 5500 square feet
- The square footage of the new parking area will be 4616 square feet
- The new parking area will consist of one (1) ADA van accessible parking space, and all parking spaces will be angled parking.
- The new parking area will extend and connect to the proposed basketball court and the remaining existing asphalt horseshoe pits.

## **GENERAL CONDITIONS (READ CAREFULLY)**

### **1. PREPARATION OF BIDS:**

1. Only bids submitted on bid forms furnished by the City will be considered. The City may consider telegraphic bids received prior to the closing time specified if promptly confirmed on bid forms furnished by the City and received two (2) days prior to the bid award date. No TELEPHONE BIDS WILL BE ACCEPTED.
2. Bids to be enclosed in a sealed envelope, plainly identified in the upper left-hand corner with the company name and address and in the lower left- hand corner, the bid number and due date.
3. All bids must be delivered or mailed to the Director of Purchasing, City of Elizabethton, 136 South Sycamore Street, Elizabethton, TN 37643 unless otherwise directed on the bid form.
4. It is the bidder's responsibility to ensure that the written bid is delivered at the proper time and place of the bid opening.
5. No bid received after closing time will be considered. Late bids will be returned unopened.
6. If not offering a bid, bidder must return the bid form marked "NO BID" and state reason for not responding.

### **2. PRICING:**

Each item must be priced separately. Unit prices shall be shown. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended or withdrawn after specified time for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**3. BID OPENINGS:**

Bids will be opened and read aloud at the specified time and date set in the Invitation to Bid. These meetings are open to the public.

**4. SIGNATURE ON BIDS:**

Each bid must give full name and business address of the bidder and be signed, in ink, by the official of the company authorized to bind his company in contract.

**5. ACCEPTANCE & REJECTION:**

The City reserves the right to reject any or all bids, to waive informalities and to accept the bid if its judgment is in the best interest of the City. If a bidder fails to state a time in which a bid must be accepted, it is understood and agreed that the City shall have sixty (60) days to issue a purchase order.

**6. BID EVALUATION:**

Bids will be evaluated according to the criteria set forth in the Invitation to Bid with the degree of importance to be determined by the City.

**7. AWARD:**

Contracts and purchases will be entered into or made with the lowest responsible compliant bidder meeting specifications for material or services as deemed in the best interest and advantage of the City except as otherwise specified in the Invitation to Bid.

**8. MULTIPLE ITEM BIDS:**

When more than one item is specified in the Invitation to Bid, the City will determine that low bidder either on the basis of the individual items or on all the items included in the bid. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the best interest of the City.

**9. TIME OF DELIVERY:**

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, the bidder shall so state. When no time of delivery is stated, it is understood and agreed that delivery is to be made within two (2) weeks after receipt of order. The contractor shall be required to

maintain or have available an inventory sufficient to make shipment within the time stated in his/her bid. The vendor may request a delivery extension in a letter to the Director of Purchasing if conditions arise that would prevent him/her from meeting his/her quoted delivery schedule. The City reserves the right to accept or reject this request.

**10. DEFAULT:**

In case of default of the Contractor, the City may procure the articles or services from other sources and hold the Contractor responsible for any excess cost resulting from this action.

**11. BRAND NAMES:**

Specifications furnished in the Invitation to Bid are intended to establish a desired quality of performance level or other minimum requirements which will provide the City with the best product available at the lowest possible price. If a bidder offers an alternate he/she must include the brand name and/or model he/she proposes to furnish and include complete descriptive literature and specifications that clearly describes the article offered and how it differs from the referenced brand. Reference to literature previously furnished will not satisfy this provision.

**12. SAMPLES:**

The City may request a sample product as part of a bid. This will be provided at no charge to the City. Samples remain in the Purchasing Department for a period of two (2) weeks following the award of a bid. Vendors are responsible for picking up their samples during that period. Samples not collected by the specified time allowed will become the property of the City. Samples of successful bidders will be retained until delivery is received and is accepted as being equal to their sample.

**13. DISCOUNT PERIOD:**

Time in connection with discount offered will be computed from the date of satisfactory delivery at destination, or from the date of satisfactory delivery at destination, or from the date the correct invoice is received, whichever is later.

**14. FOB (FREE ON BOARD) POINT:**

All prices quoted are to be FOB delivered to the using department, City of Elizabethton, Tennessee (unless another FOB point is stated on the bid form). The successful bidder will assume all responsibility for damage in transit.

**15. TAXES:**

The City is exempt from Federal excise taxes and state and local sale or use taxes. Exemption certificates will be furnished upon request.

**16. CONDITION STANDARDS:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be new and unused and shall be the manufacturer's latest model unless otherwise stated in the bid.

**17. INSPECTION:**

All supplies or materials are subject to inspection and rejection by the City. Rejected materials shall be returned at the bidder's expense.

**18. SAFETY STANDARDS:**

Unless otherwise stipulated in the bid all manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any standards thereunder.

**19. PARTS AND SERVICE:**

The successful bidder must be able to provide adequate parts and service for items bid.

**20. BID TABULATIONS:**

Tabulations of bids will be furnished upon request.

**21. PENALTIES:**

Bidders may be removed from our active bid file for a period determined by the City as a result of any of the following:

1. Failure to respond to a bid request.
2. Failure to meet delivery requirements.
3. Failure to furnish specified items as a result of a bid award.
4. Offers of gratuities or favors to any employee of the City.

Bids may be removed from consideration for the following reasons:

1. Bid received after bid opening time.
2. Bid not signed.
3. Descriptive literature not included with the bid.
4. Sample not provided with bid if requested.

## **22. COOPERATIVE PURCHASING:**

Bidder's/Proposer's are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

## **23. EQUAL OPPORTUNITY:**

It is the policy of the City of Elizabethton to provide equal employment opportunities and provide its programs, activities, and services to all individuals regardless of race, color, religion, sex, national origin, age, disability, or status in any other group protected by law. Inquiries and charges of violation of this policy should be directed to the Planning & Economic Development Director at (423) 542-1503 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643. Requests for accommodation of a disability should be directed to the Purchasing Director at (423) 542-1505 or at 136 South Sycamore Street, Elizabethton, Tennessee 37643.



**24. IRAN DIVESTMENT ACT OF 2014:**

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. §12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Elizabethton; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here:

<http://tennessee.gov/generalservices/article/Public-Information-library>.

**25. LICENSES, FEES, PERMITS:**

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Elizabethton in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

**26. NON-COLLUSION AGREEMENT:**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Elizabethton, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Elizabethton has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

**27. WARRANTY:**

1. Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

## **2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE:**

The purpose of this Request for Proposal is to establish a contract by means of sealed bids for a basketball court new/reconstruction and parking area at Riverside Park, 509 West Riverside Drive, Elizabethton, TN 37643. All work specified herein shall be in accordance with the City of Elizabethton standard design and construction specifications.

### **2.2 TERM OF CONTRACT:**

This contract shall commence the day after of award by the City Council of Elizabethton, TN.

### **2.3 METHOD OF AWARD:**

Award of this contract will be made to the lowest responsive, responsive bidder whose bid will be most advantageous to the City of Elizabethton.

### **2.4 PAYMENT:**

Vendor shall submit a lump sum price inclusive of all labor, parts/supplies needed to complete the scope of work described herein for each item and project listed on the bid form. The contractor shall be responsible for the work completed for a period of two (2) calendar years after final acceptance by the City representative. Invoices will be subjected to verification and approval by the City. Work will be paid for at the contract lump sum price. The successful bidder will be compensated after the work meets all specifications set forth by the City in these bid documents.

### **2.5 COMPLETION TIME:**

It is a requirement of this bid for the Contractor to submit a project schedule with their indicated final completed on or before \_\_\_\_\_.

### **2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

## **2.7 SITE INSPECTION:**

Prior to submitting the bid, it is strongly suggested that the bidder visit the site of the proposed work and become familiar with any conditions, which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The bidder is required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

It shall be a requirement of this bid that whoever the bidder assigns to attend the site visit must be qualified and properly trained or certified in accordance with applicable state and federal regulations and shall comply with all state and federal safety regulations. The burden of responsibility shall be placed with the bidder for the safety of all those representing his/her firm/company.

All questions pertaining to the Bid/Site Visit must be submitted in writing, and must be received at least six (6) days prior to the bid opening to: Greg Workman, Purchasing Director, City of Elizabethton, 136 South Sycamore Street, Elizabethton TN 37643; email [gworkman@cityofelizabethton.org](mailto:gworkman@cityofelizabethton.org). All questions will be responded to in the form of an informational addendum and will be posted on the City of Elizabethton Purchasing Web Site with the solicitation. No questions will be received after 5:00 pm eastern standard time on March 20, 2020. Field verify all quantities prior to placing bid.

## **2.8 EMPLOYEE SAFETY AND HEALTH REQUIREMENTS:**

Contractor agrees to comply with all Federal and State regulations pertaining to employee safety and health (OSHA, TDOT, etc.) The City of Elizabethton reserves the right to review the Contractor's Safety and Health Program on request and during the duration of the contract shall conduct periodic monitoring of the Contractor's safety performance i.e. wearing of appropriate personal protective equipment etc. If a safety concern of imminent danger is noted the City shall reserve the right to stop all work immediately until the safety concern is adequately addressed.

## **2.9 INDEMNIFICATION:**

The bidder shall agree to indemnify and save the City, its officers, agents and employees, from and against any and all liability, claims, demands, or damages caused by negligent acts or omission, misfeasance, or malfeasance of the bidder, its agents, servants, or employees, including fines, fees, expenses, penalties, or suit proceedings, actions and costs of action, and attorney's fees for trial and on appeal, and any kind and nature arising or growing out of the action of the bidder connected with the appeal, and any kind and nature arising or growing out of the action of the bidder connected with the performance of agreement, whether by act or omission of the bidder, its agents, servants, employees or others; unless said claim for liability is caused by negligence, misfeasance or malfeasance of the City or its agents or employees.

**2.10 BOND REQUIREMENTS:**

Bidder hereby declares that no person or party other than the undersigned have any interest whatsoever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

The bidder also declares that they have carefully examined the specifications relating to the work and materials herein referred to, and fully understand the nature of the obligations proposed.

The undersigned proposes to furnish all labor, materials, equipment, and the materials of every kind required to do all the work necessary for the accomplishment of the required work; the work to be in accordance with the specifications above referred to, and further propose to accept in full payment the amounts heretofore shown.

The successful bidder will be required to furnish a **Performance Bond** as required by Chapter 4, Title 12, of the Official Tennessee Code, and in addition thereto will be required to furnish a bond to pay for labor, and materials in accordance with said Chapter 4, Title 12, of the Official Tennessee Code. The attached Insurance Checklist (which includes a section for both the Insurance Agent and bidder to fill-out) must be completed and returned with the bid package. Successful vendor shall provide certification of insurance, as specified, prior to contract release by the City.

Prior to signing the Contract, the City will require the successful bidder to secure and post a Performance Bond, in the amount of 100% of the Contract sum. Such bonds shall be issued by Surety acceptable to the City. Costs of such bonds will be included in this bid. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the City of Elizabethton. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

**2.11 GOVERNING LAW AND VENUE:**

The validity and effect of this Contract shall be governed by the laws of the State of Tennessee. The parties agree that any action, arising out of this Contract, shall take place in Elizabethton, TN.

**2.12 CHANGES IN THE WORK (CHANGE ORDERS):**

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change.

Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the City, and the City shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the City is authorized to direct any extra or changed work verbally.

A Change Order shall be issued and executed promptly after an agreement is reached between the Contractor and the City concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract amount and Contract time shall be adjusted in the Change Order in the manner as the City and Contractor shall mutually agree.

**2.13 ABNORMAL/UNFORSEEN CONDITIONS:**

Should abnormal or unforeseen circumstances be encountered it will be necessary for the Contractor to discuss the issue(s) with the owner within twelve (12) hours of discovery to determine the course of action. In an instance where abnormal or unforeseen conditions exist, the price of remedial work will be negotiated on a 'per occurrence' basis.

**2.14 LOCATING & PROTECTION OF UNDERGROUND/ABOVE GROUND UTILITIES:**

The City of Elizabethton Parks and Recreation Department has made a one call and existing sewer facilities are shown on the drawing from available data and may not represent all facilities present or may not represent facilities at their actual location. The Contractor is also advised that the drawings may not represent all surface features that may exist in the area of work, such as fences, shrubs, trees, sheds, etc. The Contractor shall be responsible for minimizing the disturbed area and for restoring all disturbed or destroyed features. It will be the responsibility of the bidder to contact one call and to coordinate the locating of services prior to any excavation of work.

**2.15 UTILITIES:**

The existence of utilities other than those shown on the drawing is not known. If during construction operations the Contractor should encounter utilities, he/she shall immediately notify the Project Manager and take all the necessary and proper step to protect the continuance of services of such facilities. The City of Elizabethton has initiated utility relocation work with the City of Elizabethton Electric Department, and the City of Elizabethton Water Resources Department for adjustments and relocation work associated with the project. It shall be the Contractors responsibility to coordinate and schedule his/her work efforts with those of said utilities for the duration of the project.

**2.16 PROJECT SCHEDULE:**

The bid opening is scheduled for March 26<sup>th</sup>, 2020 at 11:00 am. The City of Elizabethton will evaluate the responses to the Request for Proposal and award the project on Friday April 10, 2020. The Contractor shall submit a project schedule with their bid with their anticipated start date and completion timeline.

## **2.17 INSURANCE:**

Prior to award of this contract, the bidder will be insured and licensed in the State of Tennessee, with proper classification, technical competence and experience to perform the work.

### **A. Insurance Requirements:**

The Contractor shall procure and maintain for the duration of the contract, at his/her own cost and expense, insurance against claims for injuries to persons or damages to property including contractual liability that may arise in connection with the performance of the work by the contractor, his agents, representatives, employees or subcontractors under this agreement. The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by certificates of insurance. The certificate shall include wording that states the City be notified thirty (30) days prior to cancellation of the coverage or a major change in the coverage provided. The contractor will either verify the listed coverage(s) for all subcontractors hired by the contractor to assist with the project, or the contractor will assume total financial responsibility for uninsured claims of the subcontractor. The City shall be held harmless for any injuries, claims or judgements against the subcontractor. Certificates for liability coverages shall name the City as an additional insured. The following coverages may be required by the successful bidder prior to work being performed:

- a) **Workers' Compensation:** A certificate shall be provided that indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee.
- b) **General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence with \$1,000,000 annual aggregate. This insurance shall indicate on the certificate of insurance the following coverages:
  - I. Broad Form Contractual
  - II. Independent Contractor and Sub-Contractors
  - III. Premises-Operations
- c) **Automobile Liability Insurance** with the minimum limits of \$1,000,000 per occurrence unless otherwise indicated in the "special conditions" of the contract specifications. This insurance shall include bodily injury and property damage for the following coverages:
  - I. Owned Automobiles
  - II. Hired Automobiles
  - III. Non-Owned Automobiles

Additional coverages and limits may be required based upon the particular services contracted. If such additional coverages and limits are required for a specific contract, those requirements will be described in the special conditions of the contract specifications. Further, it is highly recommended that the City require the Contractor to secure a standard endorsement to their (the Contactor's) general liability policy that makes the coverage limits apply PER PROJECT.

**2.18 CONTRACT:**

The City will be using the A1A Document A010 "Standard Form of Agreement between the City and Contractor", 2007 edition, as part of the Contract Documents for the Work.

**2.19 CANCELLATION AND/OR REJECTION POLICY:**

The City of Elizabethton reserves the right to reject any of all proposals, to waive informalities and to accept the proposal or proposals in its judgement is the best interest of the City. The City of Elizabethton does not discriminate on the basis of race, creed, color, national origin, sex, religion, age or disability status in employment or the provisions of service.

**2.20 WARANTEE/GUARANTEE:**

The successful bidder will be required to guarantee all work performed for a period of two (2) years from the date of completion of the contract. The guarantee shall include defects in workmanship and materials.

**2.21 SPECIFICATIONS AND RESOURCES:**

A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17,1971.



B. All work must comply with the Americans with Disabilities Act of 1990 and the adopted revisions titled "2010 ADA Standards for Accessible Design". This information can be obtained by visiting the ADA web address:

<https://www.ada.gov/regs1010/2010ADASTandards/2010ADASTandards.htm>.

C. All work under this contract shall conform to the applicable sections of the latest edition of the Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction. This information can be obtained at the following TDOT web address:

[https://www.tn.gov/content/dam/tn/tdot/construction/old\\_web\\_page/TDOT\\_2015\\_Spec\\_Book\\_Final\\_pdf.pdf](https://www.tn.gov/content/dam/tn/tdot/construction/old_web_page/TDOT_2015_Spec_Book_Final_pdf.pdf)

D. Pavement Markings and traffic control shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). This information can be obtained at the following MUTCD web address: <http://www.mutcd.fhwa.dot.gov/>

E. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

## **2.22 GENERAL PROVISIONS:**

It will be the Contractor's responsibility to verify in the field, prior to start of construction, the location and nature of the work. The Contractor shall be held solely responsible for all necessary coordination between the various City, County, State, or Federal agencies, utility companies, his/her subcontractors, and the assigned City Project Manager for the duration of this contract.

The Contractor shall be responsible for avoiding and/or cleaning up of dust and mud on all roads due to vehicles arriving and leaving the job site as part of this job.

All existing paving disturbed by the Contractor's operation shall be replaced to an equal depth or greater.

The Contractor is responsible for maintaining a safe and clean work area. Formwork, tools, materials, etc. shall not be allowed to block pedestrian or vehicle access. Work areas must be closed at all times to pedestrians and others.

The Contractor shall be responsible for the safety of his/her employees, equipment and the general public in all areas where work is being performed and shall appoint a Safety Manager who shall be responsible for the same.

The Contractor shall be solely responsible for the removal and disposal of all debris and waste from all job sites.

**END OF SECTION**

# INSURANCE CHECKLIST

(Basketball Court New/Parking Lot)

## REQUIRED COVERAGE (marked by "x")

## MINIMUM LIMITS

- ☒ 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) ..... Statutory limits of Tennessee and Employer's Liability ..... \$500,000/accident, \$500,000/disease, \$500,000/disease policy limit
- ☒ 2. Commercial General Liability (including Premises/Operations) ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles ..... \$1,000,000 each accident, Uninsured Motorist
- ☐ 4. Independent Contractors ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 5. Products/Completed Operations ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 6. Contractual Liability ..... \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 7. Personal and Advertising Injury Liability ..... \$1,000,000 each offense, \$1 Million annual aggregate
- ☒ 8. Umbrella Liability ..... \$1 Million Bodily Injury, Property Damage and Personal Injury
- ☐ 9. Per Project Aggregate
- ☐ 10. Professional Liability
- ☐ a. Architects and Engineers ..... \$1 Million per occurrence/claim
- ☐ b. Asbestos Removal Liability ..... \$2 Million per occurrence/claim
- ☐ c. Medical Malpractice ..... \$1 Million per occurrence/claim
- ☐ d. Medical Professional Liability ..... \$1 Million per occurrence/claim
- ☐ 11. Miscellaneous E & O ..... \$1 Million per occurrence/claim
- ☐ 12. Motor Carrier Act End. (MCS-90) ..... \$1 Million BI/PD each accident, Uninsured Motorist
- ☐ 13. Motor Cargo Insurance
- ☐ 14. Garage Liability ..... \$1 Million Bodily Injury, Property Damage per occurrence
- ☐ 15. Garagekeepers Liability ..... \$500,000 Comprehensive, \$500,000 Collision
- ☐ 16. Inland Marine-Bailee's Insurance ..... \$
- ☐ 17. Moving and Rigging Floater ..... Endorsement to CGL
- ☐ 18. Dishonesty Bond ..... \$
- ☐ 19. Builder's Risk/Installation Floater ..... Provide coverage in the full amount of contract
- ☐ 20. XCU Coverage ..... Endorsement to CGL
- ☒ 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- ☒ 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- ☒ 23. The City of Elizabethton shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to inci. on-going & completed operations; submit copy of endorsement(s).** (Cert. Holder: City of Elizabethton, Attn: Purchasing, 136 South Sycamore St, Elizabethton, TN 37643. Email: gworkman@cityofelizabethton.org.)
- ☒ 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- ☐ 25. OTHER INSURANCE REQUIRED: \_\_\_\_\_

## INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: \_\_\_\_\_

Is Professional Liability excluded under General Liability? Yes \_\_\_\_\_ No \_\_\_\_\_

Is Contractual Liability excluded under Comm. General Liability? Yes \_\_\_\_\_ No \_\_\_\_\_

Is Independent Contractors excluded under Comm. General Liability? Yes \_\_\_\_\_ No \_\_\_\_\_

Carrier ratings: Insurer A \_\_\_\_\_; Insurer B \_\_\_\_\_; Insurer C \_\_\_\_\_; Insurer D \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

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

## CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

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

Bid Number: \_\_\_\_\_

Bid or Project Name: \_\_\_\_\_

**This form and the General Contract Form must be signed and returned with the bid package (if applicable). The Certificate of Insurance must be provided to Purchasing prior to contract award.**

## **INSURANCE GENERAL CONTRACT FORM**

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the Insurance Checklist that identify specific requirements for the bid or project.

### **INSURANCE**

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term "Contract" as used in this section shall mean the Agreement covering the work that is entered between the City of Elizabethton, Tennessee and the Contractor.

#### **1. GENERAL INSURANCE REQUIREMENTS:**

- 1.1 The Contractor shall not work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
- 1.3 **The City of Elizabethton (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker's Compensation, Automobile Liability, and Professional Liability and the Certificate of Insurance or the certified policy, if requested, must so state.** Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents, and employees. The following definition of the term "City" applies to all policies issued under this contract:

**“The City of Elizabethton, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the Elizabethton Public School Board.”**

- 1.4 The Contractor shall provide insurance as specified in the Insurance Checklist contained in this document.**
- 1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Elizabethton, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid Contractor completes all of the work required under this contract, until such time as the applicable statutes of limitation or repose have expired.**
- 1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.**
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. Contractor is required to**

provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.

- 1.8 Contractual and other liability insurance provided under this Contact shall not contain a supervision, inspection, or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.
- 1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- 1.11 If a Contractor can not meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- 1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.
- 1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductible.

## **2. CONTRACTOR INSURANCE – OCCURRENCE BASIS:**

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown on the checklist:

**Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- a. General aggregate limit is to apply per project;
- b. Premises/Operation;
- c. Action of Independent Contractors;
- d. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- e. Personal Injury Liability including coverage for offenses related to employment;
- f. Explosion, Collapse, or Underground (XCU) hazards.

**Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

**Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage, Employer's Liability coverage.

## **3. Alternative Coverage (Self Insurance)**

Notwithstanding any of the above, the Contractor may satisfy its obligation under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

## **4. Limits of Liability Coverage**

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

**5. Verification of Compliance**

I have read this General Contract Form and agree to all the terms and conditions contained therein.

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

EIN or SSN: \_\_\_\_\_

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

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

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

**This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.**



# RIVERSIDE PARK PROPOSED PARKING AREA AND BASKETBALL COURT



1 inch = 40 feet

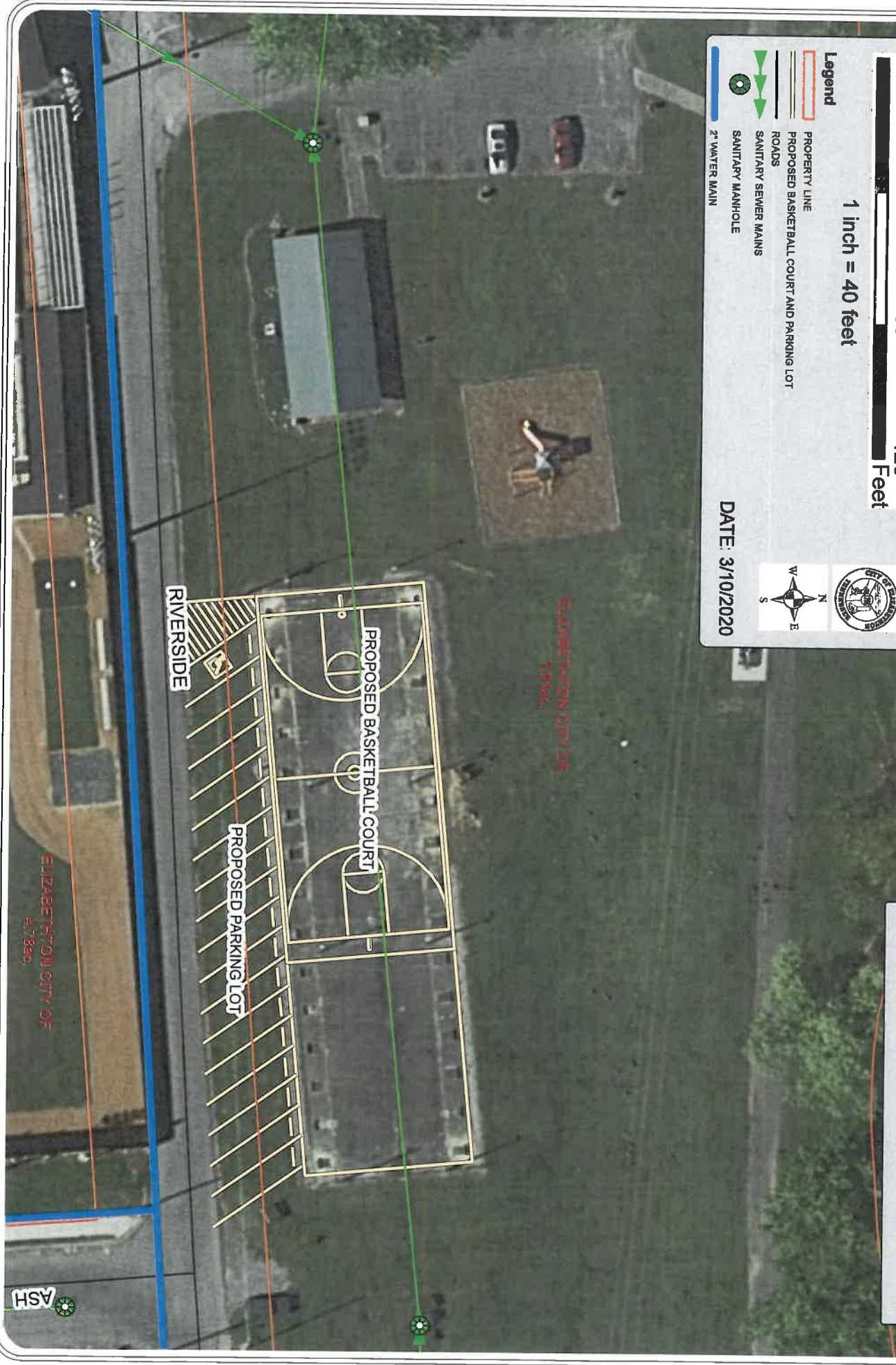
## Legend

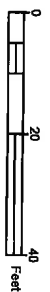
- PROPERTY LINE
- PROPOSED BASKETBALL COURT AND PARKING LOT
- ROADS
- ▶▶▶ SANITARY SEWER MAINS
- SANITARY MANHOLE
- 2" WATER MAIN



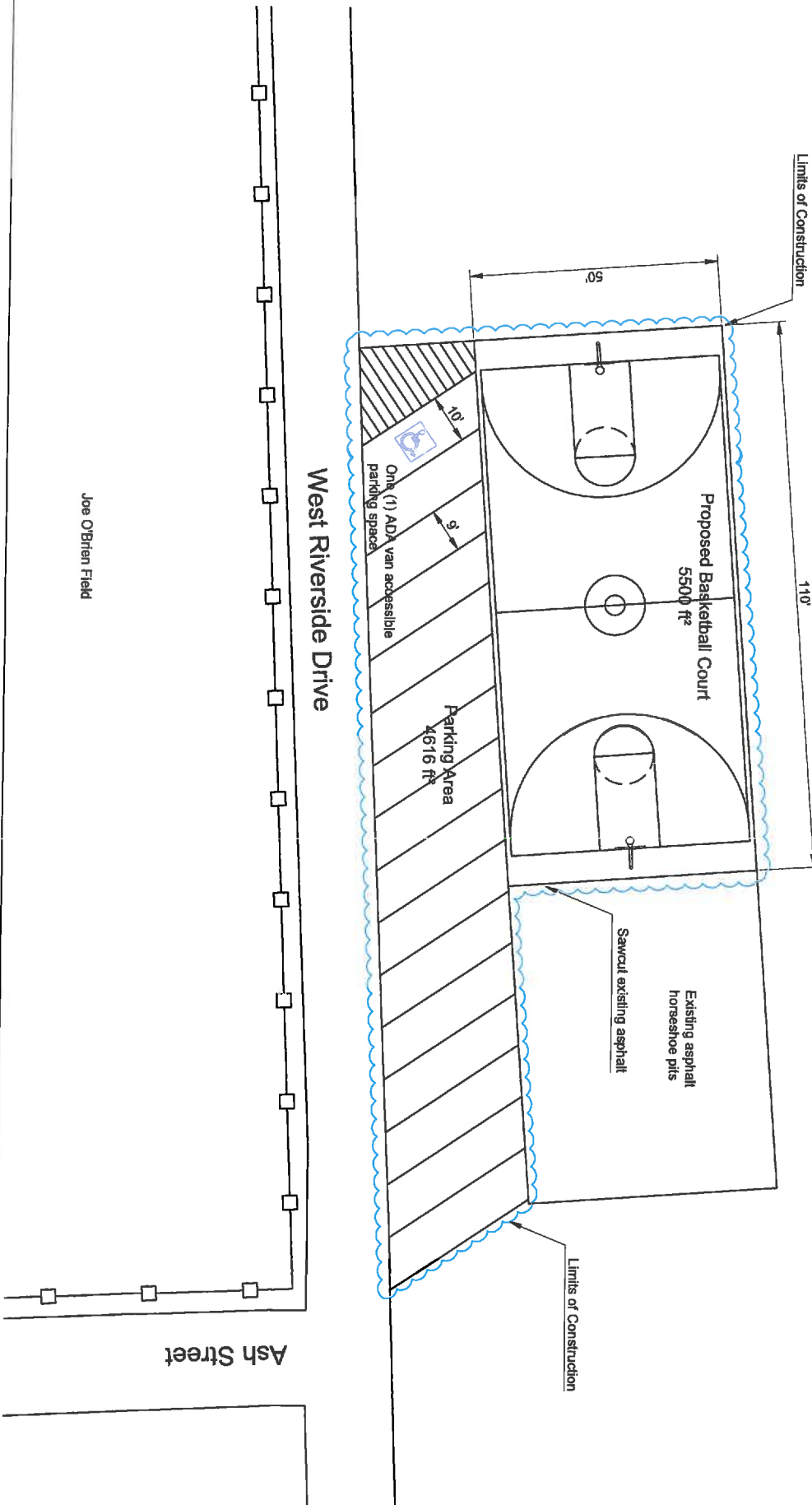
DATE: 3/10/2020

THIS IS NOT A SURVEY. THIS IS A CONCEPTUAL SKETCH FOR PLANNING PURPOSES ONLY. FIELD VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING BY SUBMITTING A LOCATE REQUEST TO TENNESSEE ONE CALL.





This is only a supplemental site sketch.  
This is not a survey. Before starting  
construction the Contractor must perform  
a field review to verify all dimensions and  
quantities.



### Basketball Court and Parking Area at Riverside Park

ELIZABETHTON  
CITY

136\_SOUTH\_SYCAMORE\_ST

ELIZABETHTON-TENNESSEE

CARTER  
TENNESSEE

Designed MJB	01/20
Drawn MJB	01/20
Checked MJB	01/20

Approved _____	Date _____
Title _____	Job Class _____

REVISIONS		
Date	Description	Approved

FILE NO.  
136\_SOUTH\_SYCAMORE\_ST  
BASKETBALL COURT  
02-2020  
Sheet SH 1 of 1



***Purchasing Department***  
***P: 423-542-1505***  
***F: 423-547-6221***

Elizabethton Star  
300 Sycamore Street  
Elizabethton, TN 37643

ATTN: Public Notices

Please publish the following legal notice, at your earliest convenience:

### REQUEST FOR PROPOSAL

Sealed bids will be received in the Purchasing Department of the City of Elizabethton, 136 South Sycamore Street, Elizabethton, Tennessee, until 11:00 AM, Thursday, March 26<sup>th</sup>, 2020, at which time they will be opened and read aloud. Bids will be on the following:

### BASKETBALL COURT AND PARKING AREA RIVERSIDE PARK

Specifications and bid sheets may be obtained from the above office. The City reserves the right to reject any and all bids and to waive informalities. The City does not discriminate on the basis of race, creed, color, national origin, sex, religion, age or disability status in employment or the provision of services.

This the 11th day of March 2020.

Greg Workman  
Director of Purchasing