

Request for Quote Caswell Park Barrier Fence Project

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

The City of Knoxville requests your quoted price for the takedown of a section of barrier netting in the outfield fence of field 3 at Caswell Park where specified on the attached map; extension of existing barrier post to allow for an increase in height where specified; installation of two new sections of barrier netting as specified below and removal of debris from site.

LOCATION: Left Field Fence, Field 3, Caswell Park, 620 Winona Street, Knoxville, Tennessee, where indicated on attached map.

INFORMATION:

The City desires to extend the height of outfield barrier netting on Field 3 an additional 10 feet above existing where indicated on attached map, and install approximately 10 ft. x 165 ft. of new barrier netting, to protect vehicles in a nearby lot.

The City also desires to remove approximately 20 feet x 165 feet of existing barrier netting, where indicated on the attached map, and replace it with new to match existing.

The net shall terminate at the light pole.

MEASUREMENTS:

NOTE: The measurements listed, are estimated for bid purposes only, and may vary.

Bidder will be held responsible for own measurements and is advised to visit site and take measurements prior to submittal of quote.

MATERIAL:

Netting shall match existing nets or approved equal. Existing nets are Loki Nets #504 Knotless Nylon Netting (KNN)- 5040 denier per leg with an approximate tensile strength of 160 pounds per bar. The netting is manufactured from 6 ends of 840 denier, bright, high tenacity, light and heat stabilized, multifilament, U.S. made Nylon 6, 6 yarn. The netting is 1-3/4" square mesh, cut on the square and treated with black commercial net coating for maximum UV protection. The netting shall include a 1/2" poly rope border laced and secured to the top and bottom edges and laced only on the ends with 5 foot ties at each end.

Top of new netting to be secured utilizing new steel cable with clips. New steel cable for securing the top section shall match existing steel cable type/size and attach to newly added extension posts. Bottom of new netting shall utilize and attach to the existing steel cable. Existing steel cable size is approximately 3/8" or 1/2" cable; contractor is responsible for verifying the size of the cable.

Color: Black

SUBSTITUTIONS:

If bidding other than as specified, prior to submitting their quotes, vendors are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.

SCOPE OF WORK:

Bidder will

- visit site and take own measurements prior to manufacture, to insure proper fit;
- coordinate installation with the department;
- supply all measurements, supervision, labor, equipment, and hardware necessary to complete the project as specified;
- secure all equipment while on site, and provide its employees safety equipment as required by OSHA;
- remove, approximately 20 feet x 165 feet of existing outfield barrier netting from the left field fence on Field #3 at Caswell Park where indicated on the attached map;
- extend existing posts upward an additional 10 feet, to allow for installation of approximately 10 feet x 165 feet of new barrier netting, using extension sleeves, new steel cable, clips and hardware to secure nets;
- supply, deliver and install two sections of barrier netting as specified below;
- replace lower section with approximately 20 feet x 165 feet of new barrier netting to match existing;
- install approximately 10 feet x 165 feet of new barrier netting in the upper section to match existing;
- prior to completion of work, remove all equipment and construction debris from site;
- request a final inspection by the department; and
- Make any corrections that may be necessary.

INSTALLATION:

Installation shall be completed by a licensed Contractor holding a BC classification, and be completed in a professional workmanlike manner to the satisfaction of Owner.

WARRANTY:

All material and workmanship must be guaranteed for the period of (1) year after completion and acceptance by the City.

PAYMENT TERMS:

Standard payment term for the City of Knoxville is NET 30.

Successful bidder must be willing to accept a purchase order from the City of Knoxville.

REGISTRATION:

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

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

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

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

INSTRUCTIONS:

In order for your quote to be considered for award, your completed form must be received by the Purchasing Office via email, fax, or hard copy no later than **2:30 p.m., (Eastern Time) on Tuesday, October 9, 2018.** Late submissions shall not be accepted.

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

1. The quote is good for 60 days.
2. The Quoter is licensed to conduct business in the city or county where it is headquartered.
3. The Quoter will use environmentally friendly products and services whenever possible.
4. The Quoter has not entered into any collusion with any person in respect to the pricing of this order or any other.
5. The Quoter represents and agrees to the insurance requirements, termination clause, and indemnification clause attached to this document.
6. The Quoter, to the best of its knowledge and belief, does not engage in investment activities in Iran and is not on the list created pursuant to T.C.A § 12-12-106 (available at https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)
7. The Quoter shall be responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

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

Linda Blackburn
Senior Buyer
City of Knoxville
lblackburn@knoxvilletn.gov
FAX: (865) 215-2277

REQUIRED INSURANCE: When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general

liability insurance, and if necessary umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) 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 million (\$2,000,000) dollars.

Such insurance shall:

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

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

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

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

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

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

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be

requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.

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

INDEMNIFICATION CLAUSE

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

responsible responsive proposer.

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

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

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

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

TERMINATION CLAUSE

1. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
2. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as

the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

3. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
4. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
5. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

QUOTE SECTION

Having carefully examined the scope of work detailed above, and having familiarized ourselves with the existing conditions of the Caswell Park Barrier Fence project, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

Total Cost \$ _____

Material Proposed for Use: _____ Manufacturer

_____ Style Number

License Number: _____ Classification: _____

GUARANTEE of delivery no later than: _____

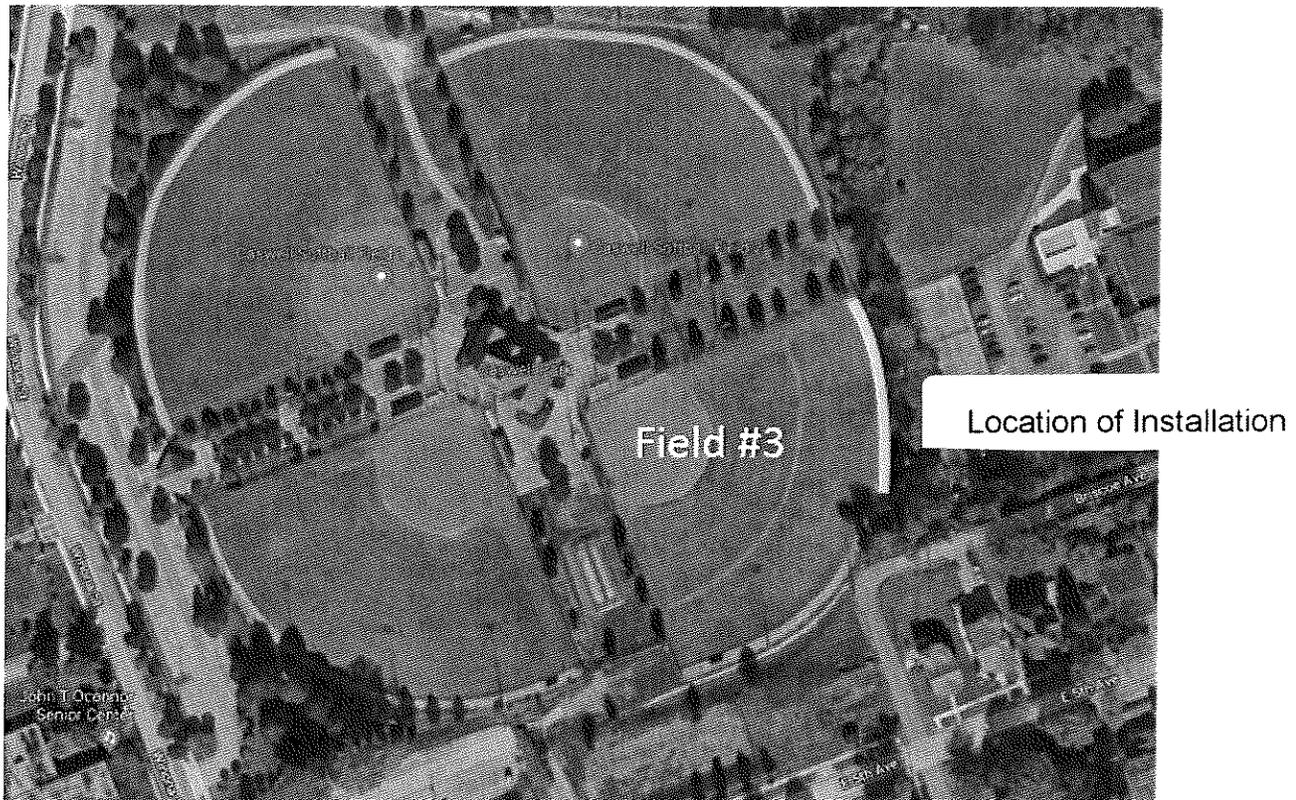
Firm Name: _____

Signature of Quoting Official: _____

Telephone Number: _____

Email: _____

Map and location in yellow below for netting project



Additional information

Caswell Park Barrier Fence Project