

## Request for Quote

*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 total quoted price for fencing installation at the Broadway and Magnolia intersection in the area between 313 and 409 North Broadway. The City intends to award a contract in the form of a Purchase Order immediately following the closure of this request.

### **Specification:**

**Please see the attached document for a diagram of the area. All current fencing will be removed by the City of Knoxville prior to fence installation. Dimensions of the area are estimates only. Vendor is responsible for verification of any measurements that may be required.**

**Contractor shall furnish all labor, parts, materials, delivery, equipment, machinery, supervision and personnel required to perform satisfactorily any and all work necessary for the proper installation of this fencing. The City of Knoxville is requesting a 5 foot black ornamental fence along the North Broadway section which will also include a 12 foot double leaf manual gate where the current curb cut is located. This fence will be placed along the back of the sidewalk. The other three sides will need a 6 foot, black vinyl coated chain link style fence. The North Side near 409 N. Broadway will require one (1) 4 foot manual pedestrian gate and the West side along Cooper Street will require one (1) 12 foot sliding gate at the curb cut.**

### **Approximate Measurements:**

**East Side (Black Ornamental fence along Broadway): 185 feet  
North Side (facing 409 N. Broadway): 150 feet  
South Side (facing 313 N. Broadway): 200 feet  
West Side (Along Cooper Street): 170 feet**

**The City plans to close this area to pedestrians in order to complete this work. Contractor is expected to work with the City on completion timeline. Fence installation is expected to occur around mid to late October. No other work listed on the attached diagram outside of the fencing and gates will be required of the contractor.**

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

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

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

**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 Friday, September 7, 2018. Late submissions shall not be accepted.**

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

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

1. The quote is good for 60 days.
2. The Quoter is licensed to conduct business in the State of Tennessee.
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 termination clause, and indemnification clause attached to this document.
6. The Quoter, to the best of its knowledge and belief, does not engage in investment activities in Iran and is not on the list created pursuant to T.C.A § 12-12-106 (available at [https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf))
7. The Quoter shall be responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.
8. The Quoter will fully comply with insurance requirements attached to this document.

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

Julie Smith Maxwell  
Procurement Specialist  
City of Knoxville  
jmaxwell@knoxvilletn.gov  
FAX: (865) 215-2277

#### **INDEMNIFICATION CLAUSE**

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.

**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 two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

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

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, 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.

- 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.
- Large Deductibles; Self-Insured Retentions. 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.
- Waiver of Subrogation Required. 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.
- Occurrence Basis Requirement. 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.

**QUOTE SECTION**

The City intends to award a contract in the form of a Purchase Order for this work immediately following the closure of this request.

Having carefully examined the specifications and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, parts, materials, equipment, delivery, and services for the installation of fencing and gates at the Broadway Magnolia intersection as specified for the following:

**Total Cost: \$** \_\_\_\_\_

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

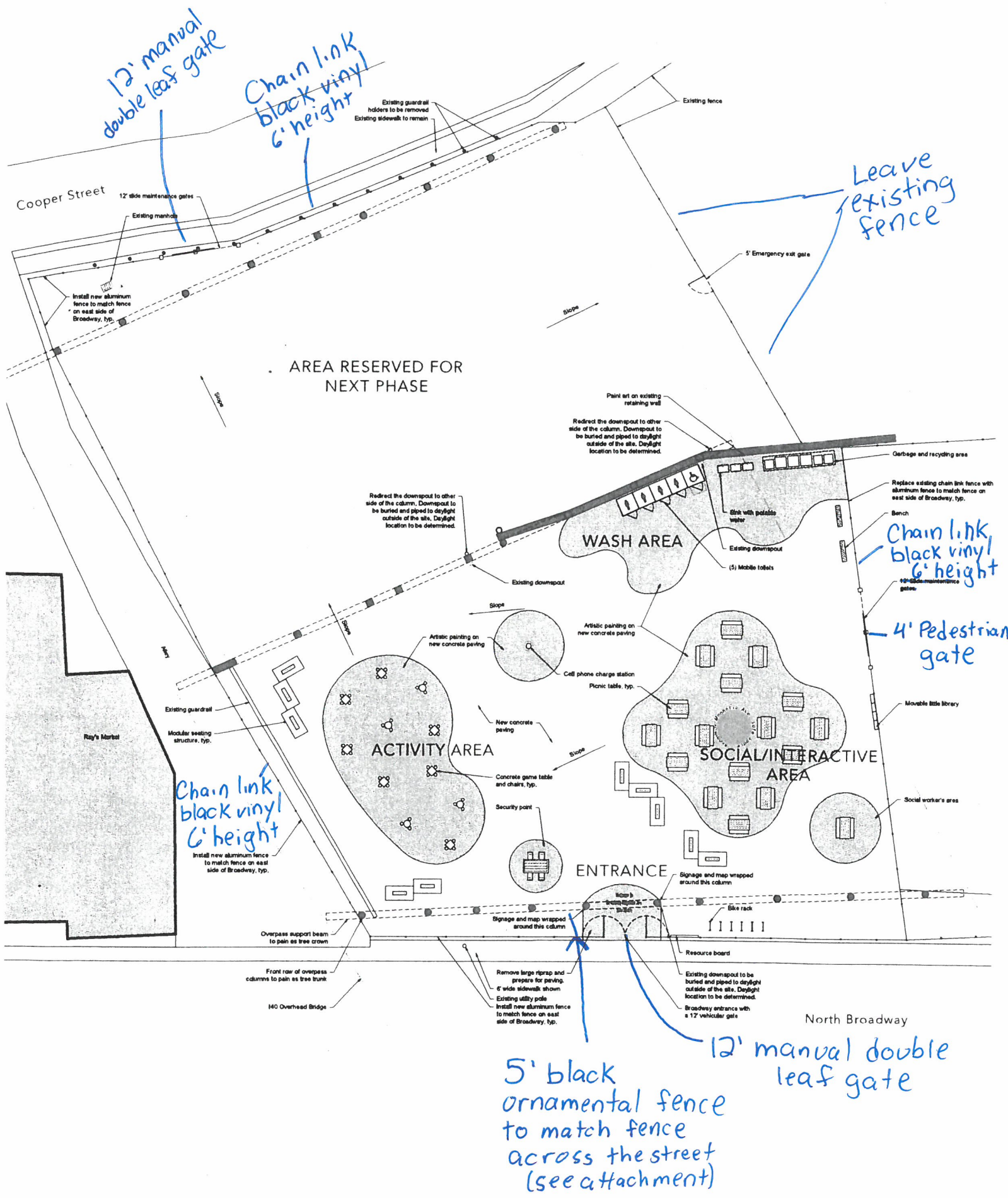
Firm Name: \_\_\_\_\_

Name and Title of Quoting Official: \_\_\_\_\_

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

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

email: \_\_\_\_\_



12' manual double leaf gate

Chain link black vinyl 6' height

Leave existing fence

Chain link black vinyl 6' height

4' Pedestrian gate

Chain link black vinyl 6' height

5' black ornamental fence to match fence across the street (see attachment)

12' manual double leaf gate

AREA RESERVED FOR NEXT PHASE

Cooper Street

North Broadway

Roy's Market

WASH AREA

ACTIVITY AREA

SOCIAL/INTERACTIVE AREA

ENTRANCE

Overpass support beam to pain as tree trunk

140 Overhead Bridge

Remove large riprap and prepare for paving, 6' wide sidewalk shown

Existing downspout to be buried and piped to daylight outside of the site. Daylight location to be determined.

Brookway entrance with a 12' vehicular gate

Redirect the downspout to other side of the column. Downspout to be buried and piped to daylight outside of the site. Daylight location to be determined.

Redirect the downspout to other side of the column. Downspout to be buried and piped to daylight outside of the site. Daylight location to be determined.

Replace existing chain link fence with aluminum fence to match fence on east side of Broadway, typ.

Bench

4' Pedestrian gate

Mobile little library

Social worker's area

Sink with potable water

Existing downspout

(5) Mobile toilets

Garbage and recycling area

Paint art on existing retaining wall

Cell phone charge station

Picnic table, typ.

Artistic painting on new concrete paving

New concrete paving

Concrete game table and chairs, typ.

Security point

Artistic painting on new concrete paving

Slope

Existing guardrail

Modular seating structure, typ.

12' slide maintenance gates

Existing manhole

Install new aluminum fence to match fence on east side of Broadway, typ.

Existing fence

Existing sidewalk to remain

Existing guardrail holders to be removed

Slope

5' Emergency exit gate

Leave existing fence

12' manual double leaf gate

Chain link black vinyl 6' height

5' black ornamental fence to match fence across the street (see attachment)

12' manual double leaf gate

4' Pedestrian gate

Chain link black vinyl 6' height

12' manual double leaf gate

5' black ornamental fence to match fence across the street (see attachment)

12' manual double leaf gate

Chain link black vinyl 6' height

12' manual double leaf gate

5' black ornamental fence to match fence across the street (see attachment)

12' manual double leaf gate

Chain link black vinyl 6' height

12' manual double leaf gate

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12' manual double leaf gate

Chain link black vinyl 6' height

12' manual double leaf gate

Google Maps 409 TN-33

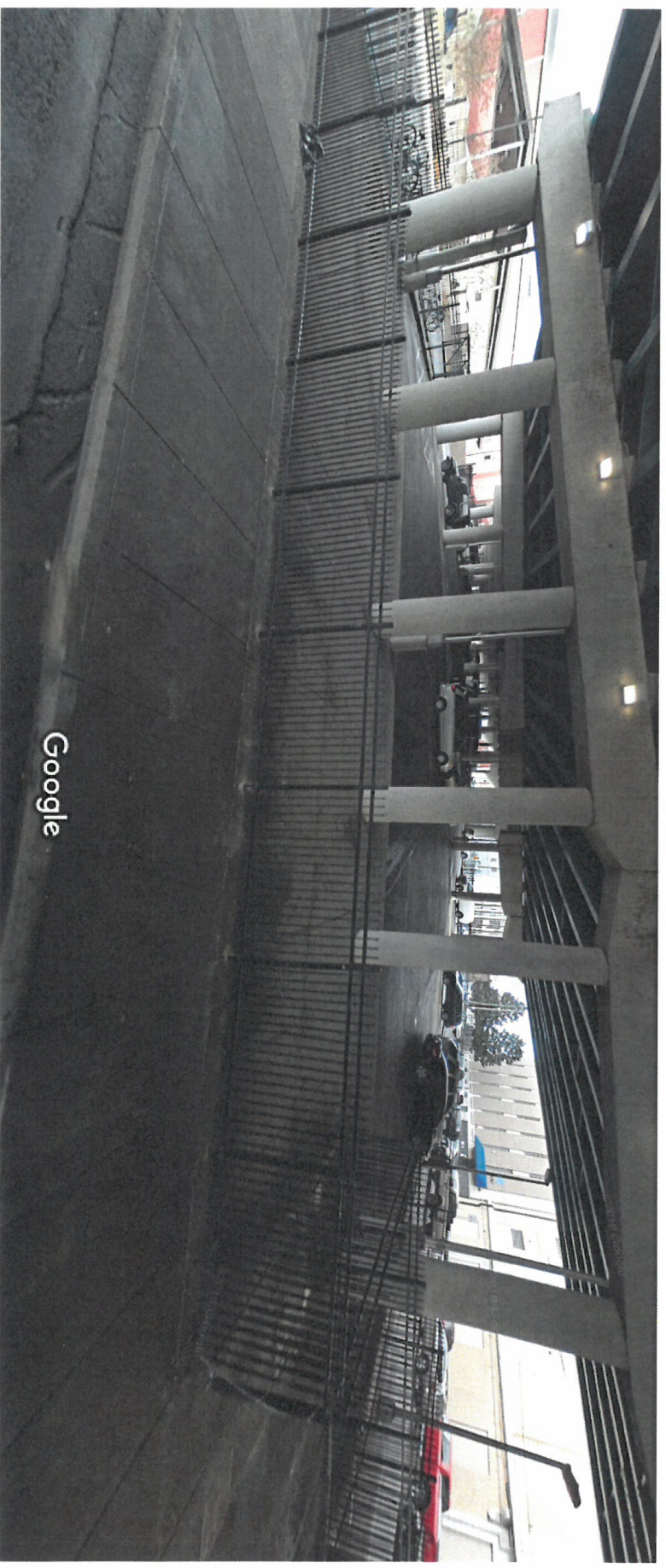


Image capture: Dec 2017 © 2018 Google

Knoxville, Tennessee  
Google, Inc.

Street View - Dec 2017