

CITY OF JOHNSON CITY
PURCHASING DEPARTMENT
P.O. BOX 2150
JOHNSON CITY, TN 37605
423-975-2716
purchasing@johnsoncitytn.org



Request for Quotation

DATE 6/1/2016	QUOTE NOT LATER THAN 6-3-16 by 2:00PM	DELIVERY REQUIREMENTS N/A	DELIVERY PROMISED
------------------	--	------------------------------	-------------------

RFQ # 2016-23 BRICKLAYER SERVICES - CARDINAL PARK COLUMNS

QUOTE SUBMITTAL: City of Johnson City Purchasing Office
209 Water Street, P O Box 2150
Johnson City, TN 37601/37604

Phone: 423-975-2716 Fax: 423-975-2712
Email: purchasing@johnsoncitytn.org

DEPARTMENT CONTACT: Mike Arsenault
Public Works/Street Divn
Johnson City, TN 37601/37604
Phone: 423/975-2707

QUOTE ON THIS FORM AS BELOW

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS INCLUDED AND/OR PRINTED HEREON.

TERMS: NET 30 DAYS

F.O.B. DELIVERED, FREIGHT PREPAID & ADD

REPLY VIA MAIL, EMAIL or FAX

WE QUOTE YOU AS BELOW

NAME OF COMPANY: _____

ADDRESS: _____

PHONE: _____

BY: (SIGNATURE) _____

OFFICIAL TITLE: _____

QUOTATION DATE: _____

EMAIL ADDRESS: _____

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
approx 18 each	Provide labor, mixer and scaffolding to install brick exterior on approx 18 columns located at Cardinal Park, 129 Legion Street as per attached instructions. RUSH PROJECT - PROJECT COMPLETION IS A FACTOR IN THIS AWARD.	\$ _____/ea	\$ _____

Vendor's past performance will be a consideration in the awarding of the contract

BRICKLAYER SERVICES – CARDINAL PARK COLUMNS
Project Instructions

1. SCOPE OF WORK

Provide all labor, mixer, and scaffolding to lay approximately 18 each 32” x 32” brick columns to match existing columns at Cardinal Park .

The City will furnish all materials for the project. Block installation and block cavity filling will be done by the City. The City will also install the precast column caps. City equipment and personnel will be available to transport brick and mortar from the staging area to each column.

2. PROJECT TIMEFRAME

This is a rush project and will be an award consideration. Work must commence as soon as possible and be completed within two weeks from starting date.

3. GUARANTEE

Contractor will guarantee all work for a period of no less than one (1) year from the date of completion.

4. PROJECT TIMEFRAME

Contractor must list start and completion dates. Completion date for this project is requested ASAP. This will be an award consideration.

5. JOBSITE CONDITIONS

Jobsite shall be kept clean and orderly. Any debris removal shall be disposed of in a legal manner.

6. SITE INSPECTION

Vendors are required to visit the JOBSITE to familiarize themselves with the jobsite conditions and on-going work. A previous, recent, jobsite visit satisfies this requirement. Mike Arsenault 423/975-2707.

7. INSURANCE

The attached Insurance Checklist (which includes a section for the Insurance agent to fill-out), Certificate of Insurance, and General Contract Form must be completed and returned with the bid package. Successful vendor shall provide certificate of insurance, as specified, prior to contract release by Purchasing.

8. CONTRACTOR PERFORMANCE

These specifications are not intended to be complete in every detail. Therefore, the Contractor is expected to perform all work in a professional workmanlike manner in accordance with all applicable City, State and Federal codes and regulations.

9. MEASURE AND PAYMENT

Payment shall be NET 30 days following receipt.

10. DRUG FREE WORKPLACE

All bidders must execute the enclosed Drug Free Workplace Affidavit to verify compliance with TCA 50-9-113 and return same with bid response. Failure to comply with this requirement will declare that bid non-responsive.

SECTION I – PURPOSE OF THE DRUG & ALCOHOL TESTING PROGRAM

The City of Johnson City recognizes its responsibility to provide safe and efficient operations for our employees, our citizens and the general public. Our commitment to provide safe and efficient operations is shown by the implementation of programs and procedures which ensure compliance with appropriate safety measures, as well as the letter and intent of all applicable laws and regulations. There is sufficient evidence to conclude that the use of illegal drug/alcohol; drug/alcohol dependence and drug/alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs, alcohol and/or narcotics by employees of the City is a crime in this jurisdiction and is clearly unacceptable. Therefore, the City of Johnson City has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure the drug tests and alcohol tests are conducted on safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing.

To comply with TCA Title 50 Chapter 9 Part 1, all bidders and/or those proposing to do service with the City must have a testing program of the same or better than the requirements of the City of Johnson City.

INSURANCE CHECKLIST

(Cardinal Park – Masonry/Brick Laying Services)

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 \$100,000/accident, \$100,000/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 \$500,000 BI/PD 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, non-payment of premium - notification may be **10 days** prior to action.
- 23. The City of Johnson City 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 incl. on-going & completed operations; please submit copy of endorsement.** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605. Email: purchasing@johnsoncitytn.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: _____

RFQ Number: # **2016-23**

Project Name: **Bricklaying Services – Cardinal Park Columns**

This form and the General Contract Form must be signed and returned with the quote. The Certificate of Insurance must be provided to Purchasing prior to contract award.

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 into between the City of Johnson City, Tennessee and the Contractor.

1. General Insurance Requirements:

1.1 The Contractor shall not start 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 Johnson City (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 the contract:

"The City of Johnson City, 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 Johnson City Public School System."

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

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 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 deductibles.

2. Contractor's Insurance – Occurrence Basis:

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

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Contractors;
 - iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. 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; Employers' Liability coverage.