

**ADDENDUM NO. 1**

DATE: November 29, 2018

SOLICITATION NO: 305298

DATE OF OPENING/SUBMISSION: December 7, 2018

TIME: 2:00 PM

CITY DEPARTMENT: Economic and Community Development

DESCRIPTION: Demolitions on Rossville Blvd

**General Items**

**ITEM 1: Fully revised bid solicitation posted. Updated specs provided. Please use updated package to prepare bid package.**

**ITEM 2: On site pre-solicitation meeting added on Friday November 30, 2018 at 1pm.**

**ITEM 3: Bid submission date extended to December 8, 2018.**

VENDOR SIGNATURE:

\_\_\_\_\_

COMPANY: \_\_\_\_\_

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DIVISION WITH BID SUBMISSION. RETAIN A COPY FOR YOUR FILE.

# BID SOLICITATION



**City of Chattanooga**  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

**BID OPENING DATE AND TIME:**  
 07-DEC-18 at 2:00 PM

**BID NUMBER: 305298**

**BUYER:**  
**PHONE #:** (423) 643-7230  
**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

**V**  
**E** RFQ  
**N**  
**D**  
**O**  
**R**

**M** City of Chattanooga  
**A** 101 East 11th Street, Suite G13  
**I** Chattanooga, TN 37402  
**L**  
**T**  
**O**

Item	Class-Item	Quantity	Unit	Unit Price	Total
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Requisition No.: 178996  
 Ordering Dept.: Economic and Community Development  
 Buyer: Marisol Hernandez  
 Phone No.: 423-643-7235

Items Being Purchased: Demolitions on Rossville Blvd

**ATTACHMENTS:**  
 Demolition Specifics  
 Demolition Experience Form  
 Iran Divestment Act Form  
 Requirements for Insurance Coverage  
 Affirmative Action Plan  
 No Contact/No Advocacy Notice Receipt  
 City of Chattanooga (COC) Terms and Conditions posted on Website  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

If you can't download call buyer for a copy.

The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.

**\*\*\* BID MUST BE RECEIVED NO LATER THAN \*\*\***  
**\*\*\* 2:00 PM EST ON December 7, 2018 \*\*\***

**NOTE:**  
**ALL BIDS MUST BE SIGNED**  
 All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. Exceptions not submitted with bid response will not be considered.

**\*\*\*\* NOTE \*\*\*\***  
**PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone/Toll-Free No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

Contact Person's Name \_\_\_\_\_

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City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Estimated Delivery _____					
Minority-Owned Business _____ Small Business _____ Veteran _____					
Minority Woman-Owned Business _____ Disabled Veteran _____					
Woman-Owned Business _____					
**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 NAME AND TITLE: \_\_\_\_\_

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City of Chattanooga  
 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	5006 Rossville Blvd Per Attached Specs	1	Job	_____	_____
2	5010 Rossville Blvd Per Attached Specs	1	Job	_____	_____

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TERMS OF PAYMENT: \_\_\_\_\_

COMPANY: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

## Instructions To Bidders

- (1) Bid documents can be downloaded from the City of Chattanooga's website at: [www.chattanooga.gov](http://www.chattanooga.gov). At the left side of that page is a link labeled "Bid Solicitations." One of the top results will be a link that will display a page listing the current Bid Solicitations, with links that will display a PDF version of the bid documents suitable for printing.
- (2) Any Addenda will be published in the list of Bid Solicitations mentioned above. Bidders should check this list before submitting their bids, to see whether any Addendum has been issued.
- (3) Bid documents should be submitted to the Purchasing Office at the following address:

Purchasing Department  
City Of Chattanooga  
101 East 11<sup>th</sup> Street, Suite G 13  
Chattanooga, TN 37402

- (4) Sealed Bids should be submitted in a sealed envelope. No particular envelope is required, but the Solicitation number should be noted on the outside of the envelope. This is a six-digit number starting with a 3, along with the bid opening date.
- (5) Any questions regarding the specifications or bidding process should be directed to the Buyer, Marisol Hernandez at the following email address:

[mhernandez@chattanooga.gov](mailto:mhernandez@chattanooga.gov)

The Buyer will, if possible, find answers to the submitted questions and will issue an Addendum, so that all potential bidders will have access to the answers.

## INVITATION FOR SEALED BIDS

**Solicitation Request:** Demolition of 2 Structures over 5000 Square Feet  
5006 Rossville Blvd  
5010 Rossville Blvd

**Deadline:** 12/07/18 at 2:00 p.m. EST

**Status:** Open

**Solicitation Number:** 305298

**Description:** Hernandez / Demolitions Rossville Blvd

**Pre-Solicitation Meeting Date:** 11/30/18 at 1:00 p.m. EST

**Pre-Solicitation Meeting Details:** at 5006 and 5010 Rossville Blvd (Not Mandatory)

**Documents:**

**Submit Sealed Bid Responses to:**

City of Chattanooga  
Purchasing Department, Marisol Hernandez  
101 E. 11th Street, Suite G-13  
Chattanooga, TN 37402

- ALL BIDS MUST BE SIGNED.
- A separate bid amount for each specific project address is required.

**Minimum Qualifications--3 Years Demolition Experience:** To be eligible to bid, the bidding contractor must demonstrate they have been in the demolition business and performed demolitions for a minimum of three (3) years, and that they have successfully completed a minimum of 20 structure demolitions. Bidder shall provide the City with a list of 20 demolition permits issued and successfully closed under the business owner's name or the current business name over a period of 3 or more years as evidence of experience. (Please see Demolition Experience Form)

**Questions:** Questions should only be emailed to [mhernandez@chattanooga.gov](mailto:mhernandez@chattanooga.gov).

**Non-Mandatory Onsite Meeting** will be held at 5006 and 5010 Rossville Blvd at 1:00 p.m. EST on 11/30/18. Hard-hats and safety shoes are required to enter the buildings.

**General:**

The demolition start date is expected to be in January 2019 with a 4 week completion deadline.

Bids for demolition services for these structures should not be combined but should be separated as individual bids by address.

**Measurements:** Each contractor is required to take his/her own measurements before bidding. The exterior of these sites are accessible. To view the interiors, please attend the pre-solicitation meeting.

**Insurance:** Prior to being selected, the successful bidder agrees to provide a copy of its evidence of insurance for (1) Commercial General Liability, (2) Automobile Liability, (3) Worker's Compensation, and if applicable (4) Professional Liability Insurance to the Purchasing Agent of the City of Chattanooga with limits described in the City of Chattanooga General Terms and Conditions posted at

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions> under number 8.

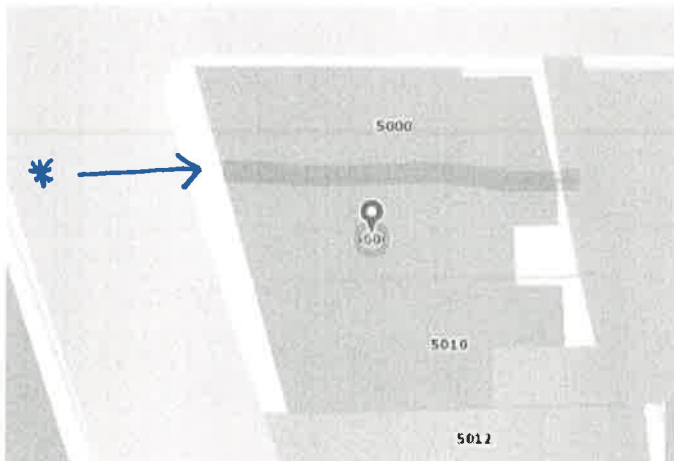
### **Demolition of 5006 and 5010 Rossville Blvd**

#### **Description of 5006 Rossville Blvd**

According to public records, 5006 Rossville Blvd is 5610 square feet.

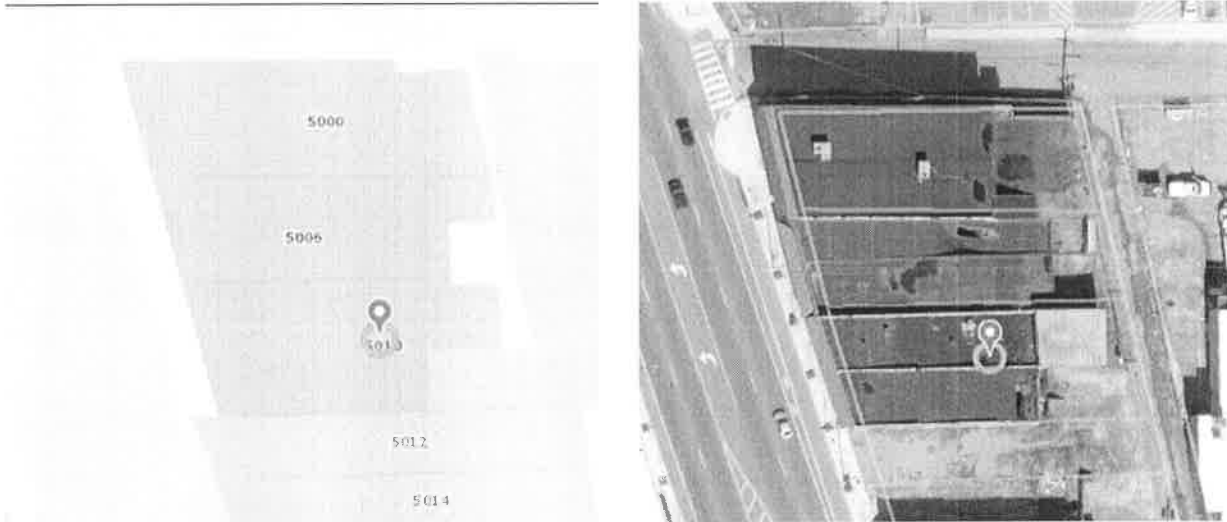
This structure has a shared or adjoining wall with a neighboring structure that shall remain intact and in a safe condition.

The marked wall (\*) indicates the adjoining wall that must remain intact. 5010 Rossville Blvd adjoins on the other side.



## **Project 2: Description of 5010 Rossville Blvd**

According to public records, 5010 Rossville Blvd is 5800 square feet.



### **Additional Project Information:**

A permanent fence shall be installed at the rear of the structures near the alley and along the side as needed to prevent a fall hazard where structures have been removed.

Concrete floors and paved parking areas may be left in place.

All structures or parts of structures must be removed except as noted above.

All debris must be removed and disposed of properly.

Sewer must be capped.

Any bare areas of exposed dirt must be covered with grass seed and straw.

Landfill receipts must be submitted with invoice and property must pass final inspection prior to payment.

### **General Requirements:**

#### **Permits and Codes**

The contractor shall give all notices required by and comply with all applicable laws, ordinances and codes and Section 21 of the City of Chattanooga Code, and any other pertinent State or Federal codes and regulations. The contractor shall secure and pay any fees or charges for the necessary permits required for the performance of work.



### **Responsibility of Contractor for Damages**

The contractor shall be responsible for all damage to persons or property that may occur as a result of its action(s) fault or negligence in connection with these demolition projects. The Contractor shall be responsible for the proper care and completion of all work performed until final acceptance by the City of Chattanooga (Department of Economic and Community Development).

The contractor is responsible for taking precautions to prevent damage to all underground and above ground public utility services and is liable for fines and fees associated with damage.

### **Indemnification of City of Chattanooga and the Chattanooga Department of Economic and Community Development**

The contractor agrees to indemnify and hold harmless the City of Chattanooga and its Economic and Community Development Department from all liability for any injuries or damages to any person(s) or property resulting from its performance of work.

### **Safety**

(a) The contractor agrees to comply with all applicable rules and regulations of OSHA and/or any other state or federal agencies in the performance of any work contained within the building codes of the City of Chattanooga and Contractor shall agree to comply with any additional safety and health measures as are determined to be reasonably necessary by the City of Chattanooga. The contractor is responsible for the safety of themselves and employees and agrees to make the work and worksite as safe as possible. The contractor agrees to take appropriate precautions related to asbestos and other hazardous materials.

(b) The contractor agrees to maintain accurate records in any case of death, occupational disease and /or injury requiring medical attention or causing loss of time of work, arising out of and in the course of performance of work under the Contract. In the event that any on the job injury occurs, the Contractor shall immediately notify the City of Chattanooga (Economic and Community Development Administrator or designee) and shall provide any requested reports concerning these matters.

### **Removal and Salvage of Existing Buildings**

(a) The Contractor shall demolish and/or remove all buildings and structures as specified in the contract.

(b) Upon the demolition of the structure(s), such structure or the remains thereof shall become the property of the Contractor.

(c) Storage of salvage materials and equipment by the Contractor at the project site will only be permitted during the duration of the demolition. Storage of salvage materials and equipment shall not be permitted at any time to interfere with the activities of the Local Public Agency.

(d) Prior to completion of the assigned job all salvage materials shall be transported to appropriate City disposal locations, other legal disposal locations or to the Contractor's privately owned and properly zoned storage facility.

### **Inspection by City of Chattanooga**

The City of Chattanooga and any of its officers, agents or employees shall have the right to inspect the work at all times and at the completion thereof. Vendor must notify the office of Economic and Community Development within 24 hours of completing the assigned work. The work site will be reviewed by ECD staff within 72 hours of notification.

Satisfactory completion of demolitions must be confirmed by an inspector from Code Enforcement in the Department of Economic and Community Development, or designee before payment requests will be processed.

### **Payment**

Payment will be processed after receipt of a correct invoice matching the bid price and landfill receipts related to the project, and passed inspection of the demolition site.

## Demolition Experience Form

	PROJECT BEGIN (MONTH/YEAR)	PROJECT END (MONTH/YEAR)	PROPERTY CITY	PROPERTY STATE	DEMOLITION PERMITTING AGENCY	DEMOLITION PERMIT NUMBER
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						

## Demolition Experience Form

	PROJECT BEGIN (MONTH/YEAR)	PROJECT END (MONTH/YEAR)	PROPERTY CITY	PROPERTY STATE	DEMOLITION PERMITTING AGENCY	DEMOLITION PERMIT NUMBER
15						
16						
17						
18						
19						
20						

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.  
Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) \_\_\_\_\_  
(PRINTED NAME) \_\_\_\_\_  
(BUSINESS NAME) \_\_\_\_\_  
(DATE) \_\_\_\_\_

For further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

## **Affirmative Action Plan**

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the workforce on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.



During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions by the contractor and/or subcontractor shall be a breach of this contract.

---

(Signature of Contractor)

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(Title and Name of Company)

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(Date)

**No Contact/No Advocacy**

**Notice Receipt**

City of Chattanooga

Purchasing Division

**For Submission with Sealed Bid Solicitation Responses:**

\_\_\_\_\_ (Vendor Agent name), states that:

(1) He/She is the owner, partner, officer, representative, or agent of \_\_\_\_\_

\_\_\_\_\_ (Business name), the Submitter of the

attached sealed solicitation response to Solicitation # \_\_\_\_\_, and said

Business has taken notice, and will abide by the following No Contact and No Advocacy clauses:

**NO CONTACT POLICY:** After the posting of this solicitation, a potential submitter is prohibited from directly or indirectly contacting any City of Chattanooga representative concerning the subject matter of this solicitation, unless such contact is made with the Purchasing Division.

**NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting sealed solicitation responses, as well as those persons and/or companies formally/informally representing such submitters, may not directly or indirectly lobby or advocate to any City of Chattanooga representative.

**Any business entity and/or individual that does not comply with the No Contact and No Advocating policies may be subject to the rejection or disqualification of its solicitation response from consideration.**

Submitter Signature:

Printed Name:

\_\_\_\_\_

\_\_\_\_\_

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

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