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Request for Sealed Bids

Solicitation Name	Demolition of Properties for the Metropolitan Knoxville Airport Authority (MCAA) Q1925
Responses Must Arrive by	2:00 p.m. on April 8, 2019
Deliver Responses to	<p>Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917</p>  <p style="text-align: center;">The Procurement Building is behind the main office building.</p>
Electronic Copies	Electronic copies are available on KCDC's webpage.
Responses may be emailed to KCDC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Printed responses required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitation Meeting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Solicitation Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No However attendance is highly recommended.
Solicitation Meeting Date	April 2, 2019
Solicitation Meeting Time	10:00 a.m.
Solicitation Meeting Location	<p>In the Board Room (third floor) at McGhee Tyson Airport. Site visits will follow this meeting.</p> <p>Park in the garage and bring your parking ticket to the meeting for validation.</p>
Questions About This Solicitation	<p>Submit questions to purchasinginfo@kcdc.org by 4:00 p.m. on 04-2-19.</p> <p style="text-align: center;">KCDC will not accept questions via telephone.</p>
Award Results	KCDC posts a summary of the proposals received and the award decision to its web page: http://www.kcdc.org/procurement/
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
<i>Check KCDC's webpage for addenda and changes before submitting your response</i>	



1. **Background and Intent**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for Knox County in Tennessee. KCDC's affordable housing property portfolio includes 20 sites with approximately 3,525 dwelling units. Several of the properties include Low Income Housing Tax Credits units and KCDC is both the General Partner and the management company for those sites. Those properties include Eastport LP, Five Points 1, LP; Lonsdale Homes, LP; Northridge Crossing, LP and The Vista at Summit Hill, LP. KCDC also oversees approximately 3,958 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas.
- b. KCDC, on the behalf of the Metropolitan Knoxville Airport Authority, wishes to hire a supplier to demolish:
 1. A house at 2046 Callahan Road and structures located at in Blount County, Tennessee. This property is across the street from the FedEx Terminal.
 2. Structures located at 2431 Louisville Road in Blount County, Tennessee.
- c. The successful supplier shall furnish all supervision, labor, materials, machinery, tools, equipment and services to perform and complete all work required for the demolition and removal of the structure. Suppliers are encouraged to visit the site and to submit questions as detailed herein.

2. **Changes after Award**

It is possible that after award KCDC will need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges.

3. **Codes and Ordinances**

All work covered is to be done in full accord with national, state and local codes and ordinances and orders that are in effect at the time the work is performed.

4. **Contact Policy**

The supplier may not contact anyone at KCDC, other than the KCDC's Procurement Division, about matters pertaining to this solicitation, from the issuance of this solicitation until its award. Information obtained from an unauthorized officer, agent or employee of KCDC will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the project. Such contact can disqualify the supplier from participation in the solicitation process.

5. **Damage**

The supplier is responsible for all damage to buildings, equipment, grounds, premises and all other types of potential damage resulting from the provision of the services requested herein.

6. **Employees**

Supplier will:

- a. Allow only personnel thoroughly trained and skilled to work on the job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so KCDC's staff can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- g. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.

7. **Entrance to Sites**

Supplier employees are not to be on KCDC premises unless they are working on a KCDC project. Acquaintances, family members, assistants or any person not working on KCDC's behalf will not accompany employees on KCDC sites.

8. **Equipment**

Supplier shall provide all necessary equipment, materials, supplies, et cetera needed for the work. Include the cost for such equipment, materials and supplies in the price quoted.

9. **Evaluation**

KCDC will evaluate this solicitation and award to the "lowest and best." KCDC alone determines (using NIGP's definition and other relevant sources as appropriate) the supplier's "responsive" and "responsible" status prior to award.

Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

A responsive bid is one that fully conforms in all material respects to the solicitation document and all its requirements, including all form and substance. KCDC reserves the right to request additional information to assist in the evaluation process; this includes references and business capacity information.

10. **General Instructions**

KCDC does not insert “General Instructions to Suppliers” in solicitation documents. These instructions are at www.kcdc.org. Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions set forth in KCDC’s “General Instructions to Suppliers.”

11. **Insurance**

See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email purchasinginfo@kcdc.org detailing any requested changes before this solicitation’s due date.

12. **Invoicing**

- a. KCDC normally pays by electronic transfer (ACH) only. KCDC does not issue checks. Suppliers will need to set up their access to KCDC’s Supplier Portal to track actual payments made. Supplier’s accounts receivable staff must use KCDC’s portal to ascertain payments made and to which invoices they apply. Supplier’s may set up KCDC’s portal so that they receive an email with each payment detailing the amount and invoice paid.
- b. KCDC’s purchases of goods are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and KCDC is generally exempt from the Federal Excise tax.

Suppliers are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the supplier, produced by the supplier, or provided to the supplier by KCDC, pursuant to Tennessee Code Annotated 67-6-209. The supplier will pay all taxes incurred in the performance of an awarded contract.

Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the supplier. KCDC will not pay taxes on invoices.

13. **Licensure**

Suppliers must possess and maintain proper licensure from the State of Tennessee and all other authorities having jurisdiction throughout the term of this award.

14. **Measurements and Drawings**

Complete responsibility for the final determination of dimensions lies with the supplier. The supplier shall verify all dimensions with the actual on-site conditions.

15. **Permits**

The supplier shall obtain and pay for or cause its subcontractors to obtain and pay for all permits required to complete required work. In addition, supplier shall arrange, schedule and pay for or cause its subcontractors to arrange, schedule and pay for all required final inspections by state, local, or independent certified inspecting authorities necessary for issuance of all required KCDC utilization permits for the work.

16. **Responsibilities**

At no expense to KCDC, the supplier will:

- a. Provide quality control for all services provided.
- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury and/or damage and be responsible for any such damage or injury that occurs because of their fault or negligence.
- e. Perform work without unnecessary interference with the activities of KCDC, residents, or suppliers.

17. **Safety**

- a. The supplier is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- b. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- c. Supplier shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to KCDC. Caution signs shall be on-site at commencement of contract.
- d. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

18. **Site Examination**

- a. Suppliers are required to visit the site and become fully acquainted and familiar with conditions, as they exist and the required operations. The supplier shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities and possible complexities when executing the work.
- b. The failure or omission of the supplier to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the supplier of any obligation to perform as specified herein.

Supplier understands the intent and purpose hereof and its obligations hereunder and that it shall not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.

- c. By submitting a response to this solicitation, each supplier is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any supplier to receive or examine any form, instrument, or document shall in no way relieve the supplier from any obligation in respect to its bid.

19. **Subcontractors**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Not be on HUD's Debarment List.
- d. Not be changed without KCDC's permission.

Scope of Work

Article I. General

Section 1.01 Description of Work

- (a) Properly disconnect all public and private utilities.
- (b) Comply with local, state and federal regulations to remove and properly dispose of sidewalks, steps, driveways, and structures (including both above ground and below ground elements).
- (c) Comply with local, state, and federal regulations to remove fuel tanks, septic tanks, cisterns, and any other underground facilities; and to properly dispose of any liquids or products contained within these items.
- (d) Properly plug or abandon wells.
- (e) Place backfill material in holes and depressions, grade the site and establish ground cover.

Section 1.02 Submittals

- (a) Comply with general provisions and covenants.
- (b) Seventy-two hours prior to initiating demolition at each site, submit a plan to control erosion and sediment from each site covered by the contract.

Section 1.03 Substitutions

- (a) No substitutions allowed.

Section 1.04 Scheduling and Conflicts

- (a) Submit a schedule of work to KCDC a minimum of 72 hours prior to commencing activities.
- (b) Coordinate with public and private utilities for timely disconnection of service prior to initiating demolition.
- (c) Submit a traffic control plan to the appropriate jurisdiction prior to any lane or road closure.

Section 1.05 Special Requirements

- (a) The use of explosives is not allowed unless specified in the contract documents.
- (b) Use of fire is prohibited.
- (c) Obtain all local, state and federal permits required for execution of the work. Pay all permit fees.
- (d) Property Ownership:
 - (i) Title: The property is owned by Metropolitan Knoxville Airport Authority. Upon issuance of the purchase order for work of demolition and site clearance on all or any part of the demolition area, all rights, title, and interest of the Airport Authority in and to buildings, structures and other property to be demolished and/or removed by the Supplier on part or all of said project area as described herein and addenda thereto, is vested with the supplier.

- (ii) Land: No property rights, title or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted or transferred to the supplier or any other person or persons, except only the license and right of entry to remove such buildings and according to this document. Do not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition of the building.

Section 1.06 Measurement and Payment

(a) Demolition Work:

- (i) Measurement: Lump sum item; no measurement will be made.
- (ii) Payment: Payment will be at the lump sum price plus any agreed to unit pricing.
- (iii) Includes: Unit price includes, but is not limited to, gravel, removal of trees, brush, vegetation, buildings, building materials, contents of buildings, appliances, trash, rubbish, basement walls, foundations, sidewalks, steps and driveways from the site, disconnection of utilities, furnishing and compaction of backfill material, furnishing and placing topsoil, finish grading of disturbed areas, placing and removing safety fencing, removal of fuel and septic tanks and cisterns seeding and payment of any permit or disposal fees.

Article II. Products

Section 2.01 Backfill Material

- (a) When site conditions permit, as determined by KCDC, on-site soil shall be used as backfill material. The top 9 to 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the supplier shall bring in enough topsoil from off-site to place a minimum 8-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by KCDC before and during the placing of the material. All depressions on the property shall be filled, compacted and graded to a uniform slope with adequate drainage.
- (b) All excavations shall be backfilled with acceptable material and compacted using power machinery (e.g. track hoe, excavator, bulldozer).
- (c) All additional fill material shall be of equal quality to the soil adjacent to the excavation, and free of rubble or organic matter. The supplier shall provide for a minimum depth of 8 inches of topsoil over the excavated area. There shall be no payment for additional fill material, which shall be considered incidental to the demolition bid price.
- (d) Crushed concrete block, brick, stone and driveway material may be used for deep fill material and compacted using power machinery.
- (e) The supplier shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.

Section 2.02 Topsoil

- (a) Preservation and reuse of native topsoil helps to improve the success rate of new vegetation. Importing topsoil may be necessary for some areas which do not have fertile soil layers.
- (b) Typically, a minimum of 4 inches of stabilized topsoil is needed to support grass vegetation. Up to 12 inches is needed when rock is the base.
- (c) Strip topsoil (typically 4 to 6 inches) only from those areas that will be disturbed by excavation, filling, road building or compaction from equipment.

Locate topsoil stockpiles where they will not erode, block drainage structures or interfere with work on the site. Contain sediment using measures such as silt fences, straw bales, temporary seeding, erosion control mats, et cetera.

- (d) Prior to placing topsoil, verify that the subgrade has been graded and compacted. Scarify subgrade to a depth of 3 inches or disk the subgrade to ensure that topsoil bonds with underlying earth.
- (e) Imported topsoil, if needed, shall be from a reliable non-contaminated source. Perform pH tests prior to placement in order to determine soil amendments and treatments necessary to support vegetation growth. Perform pH tests whenever a change in topsoil is noted or a different source is selected.
- (f) Apply a minimum of 4 inches topsoil evenly. Compact soil with one or two passes of a tracked piece of equipment up and down the slope to reduce erosion potential.
- (g) Apply fertilizer at rates suitable for the particular type of vegetation and soil conditions. Consult an agricultural extension agent or a horticulturist for specific instructions and recommendations (or see UT Agricultural Extension website).

Section 2.03 Seeding

- (a) All disturbed areas shall be seeded. Seeding shall consist of placing seed, commercial fertilizer, agricultural limestone and mulch material as specified on prepared ground.
- (b) Preparation for seeding - The seedbed shall be prepared in the following manner and sequence:
 - (i) Each area to be seeded shall be scarified, disked, harrowed, raked or otherwise worked until it has been loosened and pulverized to a depth of one inch and brought to the lines and grades prevent pooling of water.
 - (ii) This operation shall be performed only when the soil is in a tillable and workable condition. Apply fertilizer at a rate of not less than 5 pounds nor more than 20 pounds of grade 10-10-10 or equivalent, per 1,000 square feet.
- (c) Apply agricultural limestone at the rate of not less than 100 pounds per 1,000 square feet, which shall be uniformly incorporated in the soil for a depth of approximately ½ inch. Fertilizer need not be incorporated in the soil as specified above when mixed with seed in water and applied with power sprayer equipment.
 - (i) Seeding - Seed should consist of at least 75% tall fescue with the remainder consisting of rye. It shall be sown uniformly by means of a rotary seeder, hydraulic equipment or other satisfactory means. Sow seed at the rate of 2.5 pounds per 1,000 square feet.
 - (ii) Mulching – Mulch is defined as a layer of material spread uniformly over a ground surface to prevent weeds and/or retain soil moisture. Mulch is usually an organic material such as shredded tree bark, hay, straw, sawdust or leaves. Mulch prevents erosion by protecting the soil surface from rain and runoff impact and fostering growth of new seeds or seedlings. The choice of mulch should be based on the size of the area, site slopes, amount of sunlight or shade, proximity to drainage features and natural streams, soil hardness and moisture, weed potential, and availability of mulch materials. Organic materials may also decompose and aid the soil in providing nutrients for vegetation.
 - (iii) When the mulching material is hay or straw, spread it evenly over the seeded area at an approximate rate of 100 pounds per 1,000 square feet for straw and 150 pounds per 1,000 square feet for hay immediately following the seeding operations.

KCDC may vary this rate depending on the texture and condition of the mulch material and the characteristics of the area seeded. Hold hay or straw mulch in place by emulsified asphalt applied at the approximate rate of 6 gallons per 1,000 square feet as required to hold the mulch in place.

- (iv) Wood and bark chips are suitable for landscaped areas that will not be closely mowed. Wood chips require nitrogen treatment (12 pounds/ton typical rate) to prevent nutrient deficiency. If there is a wood source nearby, wood and bark chips can be very inexpensive. Spread wood and bark chips to an even depth of 3 inches.

Section 2.04 Septic System and Outdoor Toilet Abandonment

- (a) There is one (1) septic tank at the Callahan Road site and two (2) septic tanks at the Louisville Road site. Consult the map for approximate locations.
- (b) All solids and liquids must be removed and disposed of using a licensed company.
 - (i) All electrical devices and devices containing mercury must be removed and disposed of according to applicable regulations.
 - (ii) Collapse, crush, and/or demolish tank walls with machinery and lid leaving the rubble in the ground.
 - (iii) Backfill the hole with gravel and sand to within 12" of the ground surface.
 - (iv) Backfill the remaining void with topsoil to the ground surface.
 - (v) Compact topsoil so not to leave any room for water to puddle.

Article III. Execution

Section 3.01 General

- (a) Protect existing fire hydrants, street lights, traffic signals, utility poles, fire alarm boxes, wire cables, underground utilities and other appurtenances in the vicinity of the demolition site.
- (b) Provide correct type and class of fire extinguishers on site and in equipment. Provide fire extinguishers adjacent to any areas where cutting torches are used.
- (c) Comply with noise pollution requirements and any working hour restrictions of the local jurisdiction.
- (d) Prior to starting demolition, remove and properly dispose of all volatile or flammable materials such as gasoline, kerosene, benzene, cleaning fluids, paints or paint thinners, household hazardous wastes or similar products.
- (e) Inspect the site for its character and the type of structures to be demolished. The Airport Authority and KCDC assume no responsibility for the condition of existing buildings, structures and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. No adjustment of proposal price or allowance for any change in conditions that occur after the acceptance of the lowest responsible, responsive proposal will be made.
- (f) Pay all disposal costs, including costs related to disposal of specialty items such as household hazardous wastes, appliances, yard wastes or electronics.

Section 3.02 Utility Disconnections

The Airport Authority will be responsible for all utility disconnections. Verify disconnections before commencing work.

Section 3.03 Protection of the Public

- (a) Temporary Fencing: Erect temporary fencing prior to any work around all excavations, buildings or other dangerous elements to prevent unauthorized access. Provide a fence 4 feet high minimum. Ensure the fence is consistently restrictive from top to grade and without horizontal openings greater than 2 inches. Maintain fencing until all hazards are eliminated.
- (b) Adjacent Property: Protect structures, parking lots, driveways, sidewalks, utilities, lawns and other property elements from damage from the demolition activities. Provide sheeting or shoring as necessary to protect adjacent property. Prevent the accumulation of debris and litter on adjacent properties.
- (c) Sidewalks: If sidewalks are to be closed during demolition, submit a sidewalk closure plan that meets the ADA requirements to the local jurisdiction prior to the scheduled closure. Install necessary signing and barricades according to the approved closure plan. Sidewalks designated to remain and damaged during the work will be replaced by the Contractor at no cost to the contracting authority.
- (d) Streets: Promptly remove any demolition debris, litter or mud from streets and rights-of-way caused by the demolition work. Repair damage to the street and right-of-way caused by the demolition at no additional cost to the contracting authority.
- (e) Vehicle Covering: Cover all open-bodied vehicles transporting demolition debris and trash.
- (f) Drainage Facilities: Maintain or re-establish all tiles, roadway subdrains, culverts or other drainage facilities not identified in the contract documents for removal.

Section 3.04 Environmental Requirements

- (a) Erosion and Sediment Control: Implement the approved erosion and sediment control plan for each site prior to initiating demolition by placing all required devices; include measures to prevent tracking of mud onto adjacent streets or alleys. Upon removal of the driveway, install silt fence(s) per manufacturer’s instructions every 25’-30’ along the downward slope of the driveway if a stabilized construction entrance is not in place. (See below.)
- (b) Stabilized Construction Entrance: Stabilized entrances shall be constructed early in the process of setting up erosion and sediment controls, prior to the movement onsite of large vehicles and equipment. The entrance must be properly graded to prevent runoff from leaving the construction site. See site maps for illustrations.
 - (i) Length and quantities are estimated as follows:

<u>Aggregates</u>									
#3 Stone	Length (ft)	Width (ft)	Depth (in)	Coverage (SF)	Volume (CF)	Volume (CY)	Est. Tons	Compression (10%)	Total Tons
Louisville Rd (House Entrance)	400	10	6	4,000	2,000	74.1	89.3	8.9	98.2
Louisville Rd (Barn Entrance)	285	10	6	2,850	1,425	52.8	63.6	6.4	70.0
Callahan Rd	50	10	6	500	250	9.3	11.2	1.1	12.3
						136.1			180.4

- (ii) Aggregate should generally be crushed, washed and well-graded rock, with 2” to 3” median size (#3 stone), for a depth of at least 6 inches. Do not use smaller size aggregate (e.g., #57 stone) because it does not remove mud and is easily pushed into the street by trucks.

- (iii) Place aggregate on top of a medium to heavy geotextile (typically 12 ounces per square yard) suitable for material separation applications. Do not drop aggregate from a large height.
- (iv) Inspect and clean construction entrance and adjacent pavement at the end of each shift or workday, do not wash sediment and mud into the stormwater system or into natural creeks or streams. Street sweeping or street vacuuming may be needed depending on the level of mud deposited on the roadway. Do not wash the sediment and mud into the stormwater system or into natural creeks or streams. Mud on public streets and roads is a traffic hazard and is a violation of TDEC stormwater regulations.
- (v) Provide ample turning radius as part of stabilized construction entrance, taking into account the speed of traffic on the intersecting roads.
- (vi) Apply periodic top dressing with additional gravel material, especially if the subgrade is soft or becomes saturated.
- (c) Dust Control: Comply with all applicable air pollution requirements of the Jurisdiction. Use water or appropriate chemicals for control of dust in the demolition area, on hauling equipment, on adjacent roadways and when grading the site.
- (d) Litter: Take steps to prevent the generation of litter during demolition and collect all litter from the demolition area at the end of each working day. Load trucks to prevent leakage or blowing of debris.
- (e) Cisterns and Meter Pits: Pump out and remove all cisterns and meter pits.
- (f) Freon: Identify, handle and dispose of all Freon containing appliances according to applicable state and federal regulations.
- (g) Mercury and PCB: Handle and dispose of any fluorescent light fixtures and ballasts or thermostats containing polychlorinated biphenyl (PCB) or mercury according to state and federal regulations.

Section 3.05 Electronic Wastes: Comply with local regulations to dispose of all electronic wastes, including TVs, VCRs, DVD players, stereo equipment, cell phones and computers.

Section 3.06 Salvage

- (a) Restrictions: Salvage is allowed only on the Callahan Road and Louisville Road properties. Remove all salvaged materials from the site by the end of each day's work.
- (b) Authorized Workers: Only the Contractor's authorized workers are allowed to salvage or demolish the structure or its contents.

Section 3.07 Demolition and Removal

- (a) Structures:
 - (i) Except for wood frame or non-rigid masonry buildings, start on the top floor and maintain structural parts of buildings, such as columns, beams and joists supporting the floor of any building story until the walls, flooring and partitions of that story are removed.
 - (ii) No wall or part of a wall will be allowed to fall outward from any building except through chutes or other controlled method that will ensure safety and minimize dust, noise and other nuisance.
 - (iii) Remove chimneys or outside portions of chimneys in advance of general demolition. Remove inside chimneys as soon as they become unsupported by reason of removal of other parts of the building.

- (iv) Remove all unstable, free-standing or inadequately supported building elements prior to the end of each work day.
- (v) Basements and Foundations: All basement floors, footings, foundations and walls, unless specifically stated elsewhere, shall remain and be used as fill.
- (vi) Surface Slabs: Remove all concrete, asphalt or masonry slabs and appurtenances for use as basement fill.
- (vii) Retaining Walls: Remove all retaining walls unless otherwise specified for basement fill. Complete work without damage to adjacent public or private property. Following removal, grade the adjacent slope to a 3:1 (horizontal to vertical) slope or flatter.
- (viii) Fences: Remove all fences, guardrails, posts and other appurtenances unless on a property line with adjacent private property and designated for retention. Fill and compact soil in all post holes.
- (ix) Clearing and Grubbing: Pull or grub trees and shrubs less than 6 inches in diameter, including roots, which are not classified as hedge. Remove logs and down timber encountered on the work. Remove vegetation and all rubbish encountered on the right-of-way. Do not mix with demolition material. Remove stumps to a minimum of 6 inches below finish grade. Protect any trees or other vegetation not designated for removal by placing a fence at the drip line encompassing the entire tree and keeping all operations outside of the fenced in area, including storage of equipment or materials. At no additional cost to KCDC, replace any trees that are designated for protection but are damaged beyond treatment.
- (x) Vegetative material from clearing and grubbing at Louisville Road location may be piled in the areas identified on the map. Remove timber poles and treat as vegetative material from clearing and grubbing.
- (xi) Material from clearing and grubbing may be processed by such means as chipping of logs, down timber or brush, for mulching material, or salvaging of logs and down timber for firewood.
- (xii) Haul the materials from clearing and grubbing (other than field fence) that are not handled on the project to a "yard waste" landfill. Field fence may be deposited in an appropriate landfill.
- (xiii) Ponding Area: Remove all vegetation in and around ponding area on Callahan Road. Fill with clean #57 crushed stone to within 6 inches of finish grade. Apply topsoil to fill the depression and level off to prevent ponding. Assume 24 cubic yards of stone.
- (xiv) Miscellaneous Objects: Remove all clotheslines, signs, piping, posts or any other objects protruding from the ground and fill any resulting hole.

Section 3.08 Disposal

- (a)** Appliances, Electronics, Tires, Trash, Household Hazardous Waste and Rubbish: Remove all appliances, electronics, tires, trash, household hazardous wastes and rubbish from the site, leaving the site free of debris. Dispose of appliances, electronics, tires, rubbish, household hazardous wastes and trash according to local and state regulations and not with the demolition material.
- (b)** Demolition Material: Deliver all demolition material to the disposal facility designated in the contract documents according to the rules for that facility. Cover all vehicles used to transport demolition material. The contractor may submit an alternate disposal facility, fully licensed by the state, for consideration by the engineer.

Submit all disposal tickets received from the disposal facility clearly indicating the specific address of the origin of the demolition debris. Pay all fees associated with disposal of the demolition material. Disposal tickets must accompany pay requests.

Section 3.09 Asbestos Abatement

The structure on Callahan Road contains asbestos, see the attached report for details. All asbestos or asbestos containing materials shall be removed prior to the demolition by a licensed asbestos contractor.

Section 3.10 Recycling

If specified in the contract documents, certain materials may be required to be recycled from the demolition site. These include bricks, concrete and recoverable metals. All costs related to recycling and the value received from recycled materials is the contractors.

Section 3.11 Backfill and Grading

- (a) Backfill: Place backfill material in all excavation areas and holes with material meeting the specifications herein. All material should be compacted using heavy machinery.
- (b) Topsoil: Strip and stockpile the top 12 inches of topsoil for use as a final topsoil and grading material. Supply additional material to place a minimum of 8 inches over the site. No payment will be made for supplying additional topsoil material.
- (c) Borrow: If sufficient fill material is not available, supply additional material of equal quality to the soil on the site. No payment will be made for supplying additional fill material.
- (d) Grading: Grade site to conform with all surrounding areas with a uniform surface that will not allow ponding and does not change drainage patterns that existed prior to demolition. Remove excess excavation material from the site.

Section 3.12 Clean Up and Seeding

- (a) Clean Up: Remove all unused material and rubbish from the site. Remove all salvaged materials and any materials recycled. Restore all areas occupied during the course of the work, including the public right-of-way and any private property.
- (b) Seeding: Complete seedbed preparation, seeding, fertilizing and mulching of the site according to the requirements for permanent grass.

Demolition of Properties for MKAA Q1925
Solicitation Document A General Information and Cost

General Information about the Supplier

Sign Your Name to the Right of the Arrow →
 By signing, you indicate you read and agree to "KCDC's General Instructions to Suppliers" on www.kcdc.org.

Printed Name and Title →

Company Name →

Street Address →

City/State/Zip →

Contact Person (Please Print Clearly) →

Telephone Number →

Cell Number →

Supplier's E-Mail Address (Please Print Clearly) →

Addenda

Addenda are at www.kcdc.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman Yes No

This business qualifies as a small business by the State of Tennessee Yes No
 (Gross receipts of \$10,000,000 or less and employing less than 100 full time persons)

This business qualifies as a Section 3 business by defined herein Yes No

This business is owned & operated by persons at least 51% of the following ethnic background:

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

Prompt Payment Discount

A prompt payment discount of _____% is offered for payment within ____ days of submission of an accurate and proper invoice.

MasterCard Acceptance

Mastercard is accepted for payment without additional fees. Yes No

Mastercard is accepted for payment with a fee of _____. Yes No

Cost Offered

Total Cost of Work on Louisville Road	\$
Total Cost of Work on Callahan Road	\$
Cost of Asbestos Abatement on Callahan Road	\$
TOTAL COST OF WORK (both properties)	\$
Unit Pricing	
Cost of #3 Gravel in excess than quantity specified (per ton)	\$
Cost of #57 Gravel in excess than quantity specified (per ton)	\$

Supplier: _____

Conflict of Interest:

1. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers, or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements:

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility:

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General:

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act:

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/quotes, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Non-Collusion:

10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed award or agreement.

11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Accuracy of Electronic Copies:

12. If the supplier provides electronic copies of the bid/proposal/quote to KCDC, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

No Contact/No Advocacy Affidavit

13. After this solicitation is issued, any contact initiated by any proposer with any KCDC representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.

14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to KCDC staff or Board members. My signature signifies that no unauthorized advocacy occurred.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

Signed by _____	
Printed Name _____	
Title _____	
Subscribed and sworn to before me this date	
By (Notary Public) _____	
My Commission Expires on _____	
Notary Stamp	

**Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs**

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert

full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date) _____

(Typed or Printed Name) _____

(Title) _____

(Company Name) _____

(Company Address) _____

Part One: Insurance Statement**1. INSURANCE**

The Supplier shall maintain, at Supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A- : VIII or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages.

The Supplier agrees the insurance requirements herein as well as KCDC's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. KCDC's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

- a. **Commercial General Liability Insurance:** occurrence version commercial general liability insurance with a limit of not less than \$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 contract or be no less than \$2,000,000.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

See paragraph "f.1." for exact naming of certificate holder and additional insured.

- b. **Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Supplier in connection with the Project. Coverage is to include coverage for loading and unloading hazards.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds.

See paragraph "f.1." for exact naming of certificate holder and additional insured.

- c. **Workers' Compensation Insurance and Employers Liability Insurance:** with statutory limits as required by the State of Tennessee or other applicable laws.
- d. **Environmental Impairment Liability:** with limits of not less than \$1,000,000 per occurrence.

e. **Pollution Liability Insurance:** ISO CG0039 or equivalent coverage, providing defense and indemnity coverage for bodily injury, property damage, and environmental investigation and clean-up costs for pollution conditions arising from the Supplier's operations. Limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of this contract or the performance of work hereunder. Coverage may be provided on a per project basis.

f. **Other Insurance Requirements:**

1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.

The certificate holder and additional insured shall be:

Knoxville's Community Development Corporation (KCDC),
Its officials, officers, employees, and volunteers
901 N Broadway
Knoxville, TN 37917

2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should Supplier enter into such an agreement on a pre-loss basis.
3. A minimum 30-day cancellation notice for all insurances (by endorsement if necessary) is required.
4. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
5. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
6. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
7. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
8. All policies must be written on an occurrence basis.

9. **Require all subcontractors** to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by Supplier's insurance) in the same manor and limits as specified for the Supplier.

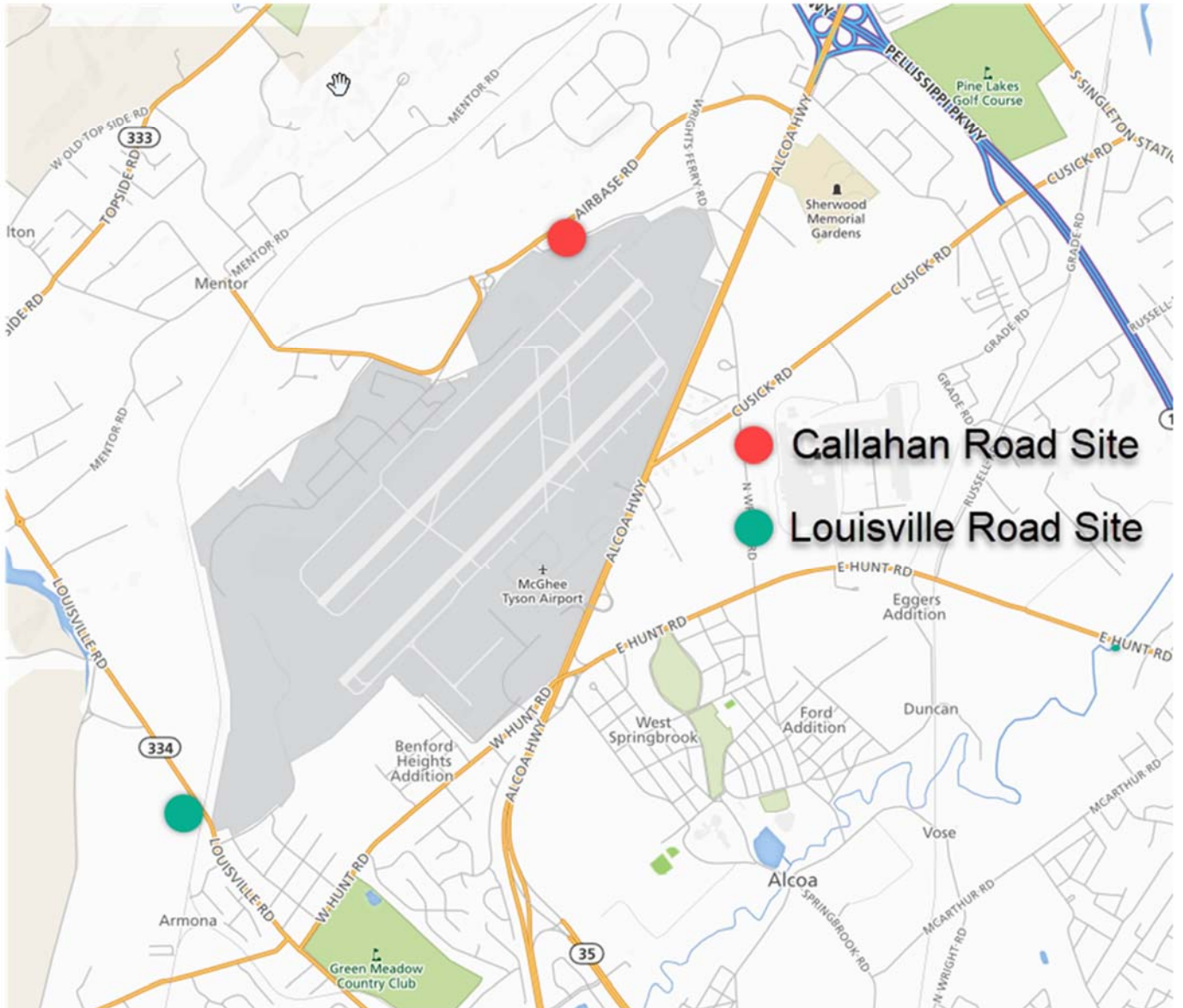
Supplier shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

- g. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- h. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

Part Two: Term Sheet - Insurance Requirements

Certificate Holder & Additional Insured	Knoxville's Community Development Corporation (KCDC), its officials, officers, employees, and volunteers 901 N Broadway, Knoxville, TN 37917
GL (Supplier & Subcontractors)	\$1M / \$2M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC (Supplier & Subcontractors)	Statutory limits
Employers Liability (Supplier & Subcontractors)	Statutory limits
Environmental (Supplier)	\$1M
Pollution (Supplier)	\$1M / \$2M with 3 year Discovery; with Retro Date at least equal to contract date
30-day cancellation	Required– must indicate on COI
Primary non-contributory	Required – must indicate on COI
Waivers of Subrogation	Required – must indicate on COI

LOCATION MAP



Demolition of Properties for MKAA Q1925
Appendix C Project Boundary Maps



Date: 3/14/2019
County: Blount
Owner: Knoxville Metropolitan Airport Authority
Address: Callahan Drive
Parcel Number: Map 026, parcel 018
Deed Acreage: 1.87
Date of Image: 2011

TN Comptroller – OLG Esri, HERE, Garmin, © Open Street Map contributors TDOT, State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)
The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law

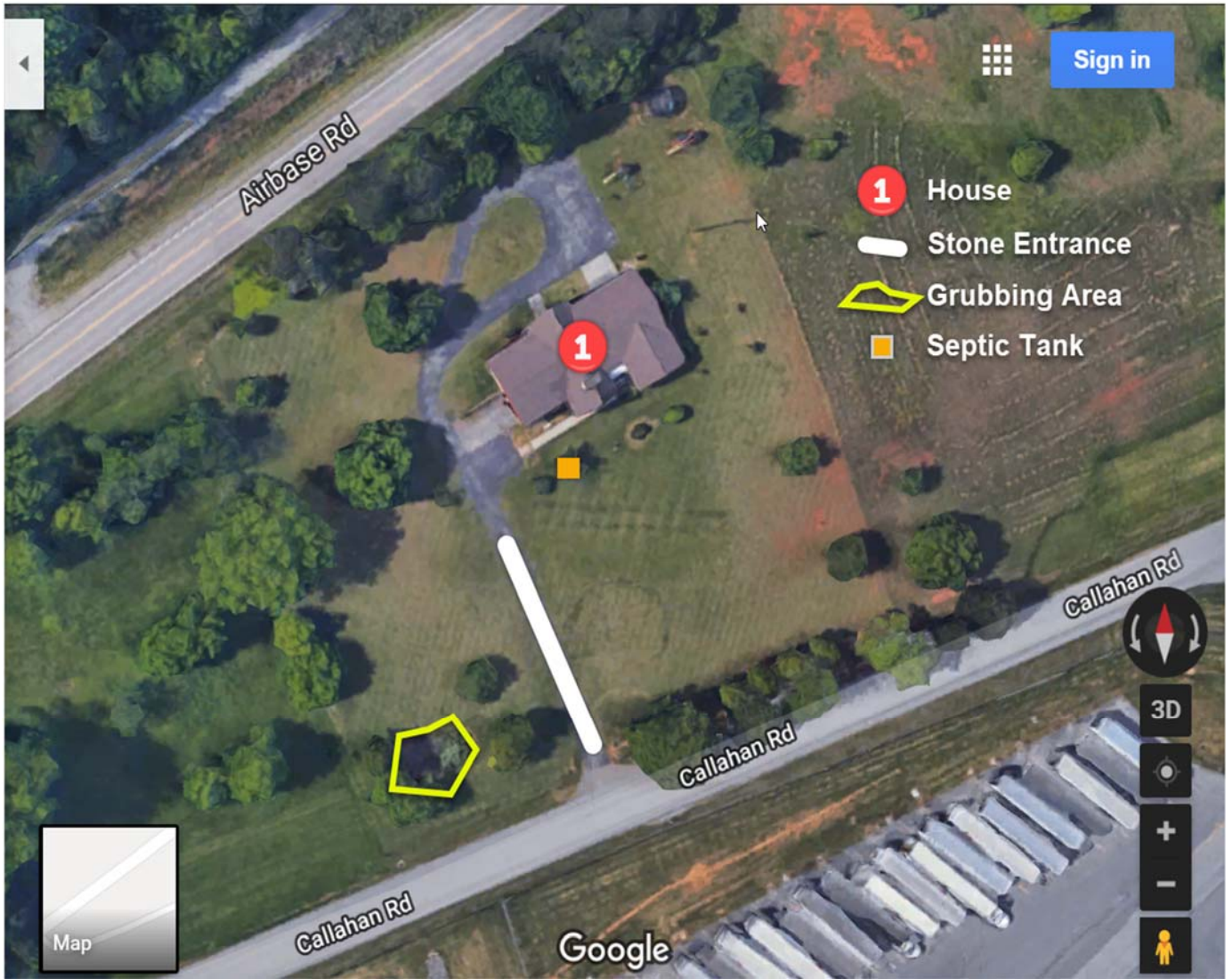


Date: 3/14/2019
County: Blount
Owner: Knoxville Metropolitan Airport Authority
Address: Louisville Road
Parcel Number: Map 36, parcels 009.01 & Portion 009.00
Deed Acreage: 0.63 acres + limited acreage of 009.00
Date of Image: 2011

TN Comptroller – OLG Esri, HERE, Garmin, © Open Street Map contributors
TDOT, State of Tennessee, Comptroller of the Treasury, Office of Local
Government (OLG)

The property lines are compiled from information maintained by your local county
Assessor's office but are not conclusive evidence of property ownership in any
court of law

CALLAHAN ROAD STRUCTURE



LOUISVILLE ROAD STRUCTURE

