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Invitation for Sealed Bids

Solicitation Name and Number	Restoration of site including demolition of aircraft hangar at the Knoxville Downtown Island Airport Q2111
KCDC's Procurement Division must receive your response no later than	11:00 a.m. on March 25, 2021 (as KCDC's clocks indicate).
Response Format and Delivery	Bidders are type responses and convert them to Adobe (PDF). Once created, email the PDF to procurementinfo@kcdc.org
Questions About This Solicitation	KCDC will not accept questions via telephone. Submit questions to purchasinginfo@kcdc.org by 6:00 p.m. on March 19, 2021.
Pre-Bid Meeting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pre-Bid Meeting is Mandatory	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable
Pre-Bid Meeting Date and Time	March 16, 2021 at 1:00 p.m.
Pre-Bid Meeting Location	At the DKX Terminal located at 2701 Spence Place, Knoxville, TN 37920. Attendees must wear masks covering their noses and mouths and must social distance.
Bid Opening	The "bid opening" will be conducted via Zoom . Contact procurementinfo@kcdc.org to obtain the meeting link. Note that KCDC posts the bid results to its webpage as soon as possible after the tabulation is completed.
Award Results	KCDC posts the award decision to its web page at: 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.
Check KCDC's webpage for addenda and changes before submitting your response	



General Information

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.
- b. KCDC uses "supplier" as inclusive of various words describing interested parties often called "bidders," "contractors," "proposers" and "vendors."
- c. KCDC, on the behalf of the Metropolitan Knoxville Airport Authority (MCAA), wishes to hire a supplier to restore a site including demolition of an aircraft hangar at the Knoxville Downtown Island Airport. The usage of "KCDC" herein expressly means KCDC on behalf of MCAA.
- d. 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 (must be coordinated per cover sheet) 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 local, national and state, ordinances and orders that are in effect at the time the work is performed.

4. Contact Policy

Only contact KCDC's Procurement Division about this solicitation from the issuance of this solicitation until award. Information obtained from an unauthorized officer, agent, or employee will not affect the risks or obligations assumed by the supplier or relieve the supplier from fulfilling any of the conditions of the resulting award for the purpose of this project. Such contact can disqualify the supplier from the solicitation process.

5. COVID-19 Special Requirements

All workers assigned to work on this project must follow the same health and safety standards that KCDC employees do and agree to the following:

- a. General:
 - Workers will wash and/or sanitize his/her hands periodically throughout the workday.
 - Worker will maintain six feet of spacing and social distancing between himself and others.
 - Worker will wear a face mask if other persons are present.

- b. Worker will not enter the building or be on the premises if he/she answers "yes" to the existence of the any of the below symptoms or circumstances and will contact his/her supervisor immediately.
- c. Worker will leave the premises immediately if any of the below symptoms appear during the workday and will contact his/her supervisor of why he/she had to leave.
- d. Symptoms: Have you or anyone in your household had any of the following symptoms as new onset in the past 72 hours? (This does not include chronic conditions.)
 - Fever of 100 degrees or greater
 - New onset of cough
 - New onset of shortness of breath
 - New onset of sore throat
 - New onset of body aches
 - Diarrhea
 - New onset of headache
 - New onset of loss of taste or smell

6. 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.

7. Employees

Suppliers will:

- a. Allow only personnel thoroughly trained and skilled to work on the job. Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the supplier.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Provide adequate supervision and adequate discipline 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 owner's staff can communicate effectively with them.
- e. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or always have photo identification badges.
- f. 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.

8. 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.

9. 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.

10. 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.

11. General Instructions to Suppliers

KCDC’s General Instructions to Suppliers 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.”

12. 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 procurementinfo@kcdc.org detailing any requested changes before this solicitation’s due date. The supplier will include all insurance costs in the base bid.

13. Invoicing

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. KCDC has no legal obligation to pay for work performed prior to the issuance of a purchase order. Emergency situations are exempted from this statement and such situations can be approved by the Procurement Division.
- b. Suppliers are asked to email invoices with 10 days following work completion and are required to submit invoices within 90 days following the delivery of the goods or services. KCDC may deny invoices submitted after the 90-day threshold.
- c. KCDC pays by electronic transfer (ACH). Supplier’s accounts receivable staff must use KCDC’s Supplier Portal to ascertain payments made and to which invoices they apply. Suppliers will set up an account in KCDC’s Supplier Portal so that they receive an email with each payment detailing the invoice number and the amount paid. KCDC is not able to routinely offer payment history assistance and so if the supplier is unable or unwilling to use KCDC’s Supplier Portal to track payments, consider whether to submit a response to this solicitation.
- d. Invoices must:

- Be numbered.
- List a date on them that is after the work is completed or goods delivered.
- List the purchase order number.
- Breakdown pricing according to the award structure.
- Show the supplier's name and address.

14. Licenses

The supplier shall maintain all licenses necessary to conduct business in the State of Tennessee.

15. Measurements

The supplier is responsible for all field measurements.

16. Permits

The supplier (and/or any subcontractors) shall obtain and pay for all permits required to complete authorized work.

17. Safety/OSHA Guideline Compliance

- 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. Storm Water and Street Ordinances

The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. The successful supplier will comply with the City's ordinances. Compliance includes but is not limited to:

- a. Retaining all sediments on the project site using structural drainage controls. A minimum of two forms of protection around inlets is required and must be approved by KCDC before installation. Proper inspection and correction of storm water protection devices must be addressed immediately if a failure is detected to prevent sediment from entering the storm water system. Drainage control costs are incidental to the work.
- b. Not discharging any construction or demolition related materials, wastes, spills, or residues from the project site to streets, drainage facilities, or adjacent properties by wind or runoff.
- c. Containing non-storm water runoff from equipment and vehicle washing and any other activity at the project site.
- d. Additional information about NPDES, BMPs and the Land Development Manual at <http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>.
- e. The successful supplier is responsible for all work, remediation, repair and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Storm Water and Street Ordinances. The supplier will be charged costs KCDC incurs to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$50 fee per violation for related administrative costs.
- f. KCDC will prepare, submit and pay the permitting fees. Upon award, the successful supplier will be required to sign onto the permit and be responsible for implementing and maintaining all erosion control measures.

20. Subcontractors

Subcontractors must:

- a. Be approved by KCDC prior to beginning work. Any changes must be approved by KCDC.
- b. Not be on federal or the State of Tennessee's debarment lists.
- c. Carry the insurance coverages as outlined herein.
- d. KCDC requires the supplier(s) to reach out to small business, minority owned businesses and women owned businesses as possible subcontractors if subcontracting services are needed.

21. Work Hours

Coordinate satisfactory work schedules with MKAA.

Article I. General

Section 1.01 Description of Work

- (a) Properly disconnect all public and private utilities.
- (b) Demolish structure pursuant to specifications herein.
- (c) 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).
- (d) 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.
- (e) Place backfill material in holes and depressions, grade the site and establish ground cover.

Section 1.02 Property Description

- (a) The subject property encompasses a single structure located at Knoxville Downtown Island Airport (See Map 1). The Airport Authority requires the hangar to be removed and site restored without damage to the adjacent hangars, roadway, and bridge to the island.
- (b) The subject hangar is approximately 18,000 square feet. The building is constructed with wood framing and a metal roof. The building has concrete piers upon which timbers have been placed for framing. The slab is concrete with an asphalt cover. The "T" shaped pavement at the rear of the hangar is to be removed.

Section 1.03 Submittals

- (a) Comply with general provisions and covenants.
- (b) Schedule of Demolition Activities: Indicate the following:
 - (i) Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - (ii) Interruption of utility services, if any. Indicate how long utility services will be interrupted.
 - (iii) Coordination for shutoff, capping, and continuation of utility services.
 - (iv) General logistics plan.
- (c) Inventory: After demolition is complete, submit a list of items that have been salvaged, recycled and disposed of and documentation (receipts/scale tickets/waybills) showing the quantities.
- (d) Demolition Photographic Documentation: Provide KCDC photographic documentation of the progress and any materials to be salvaged and any materials to be recycled.
- (e) Submit demolition plan prior to start of work.
 - (i) Describe demolition methodology, sequencing, and materials handling and removal procedures. Include the anticipated final destination of each material.

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.**
- (b) **Use of fire is prohibited. However torches may be allowed with prior approval by the Airport Authority Fire Marshal.**
- (c) Obtain all local, state and federal permits required for execution of the work. Pay all permit fees. The airport must be provided a copy of any permits prior to demolition.
- (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) **Salvage: The Remote Area Medical Sign is excepted from salvage by the supplier. The sign shall remain as property of the Airport and shall be treated with care. Before removal of the sign, coordination with the Airport Authority is required to take immediate possession of the sign.**
 - (iii)



- (e) 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. Only authorized personnel with direct support responsibilities of the demolition are allowed beyond the gated area. No other personnel or third part is to use the land or premises for any purpose.

Section 1.06 Measurement and Payment

(a) Demolition Work:

- (i)** Measurement: Lump Sum
- (ii)** Payment: Payment will be at the lump sum price

Article II. Supplier Access

- (a) The Maps found herein clearly mark all supplier access points, staging areas and stockpile locations for the project. Construction vehicle and equipment parking will only be permitted within the designated project limits.
- (b) All vehicles and equipment located on airport property will be required to maintain flashing light and marked with a sign magnet or attached signs on all vehicles at all times. During inclement weather, restricted visibility or darkness all equipment must be lit. The flashing light shall be mounted to the uppermost part of the vehicle. Cranes will be marked and lit. Requirements in FAA Advisory Circular 150/5370-2G, Operational Safety on Airports during Construction must be followed.
- (c) Selected supplier will be required to attend a driver's training program with DKX personnel prior to the start of work.

Article III. Wildlife Management

- (a) Trash: Supplier shall always keep project area clean of food scraps and trash.
- (b) Standing Water: No standing water will be permitted within the project limits at any time during the duration of the project.
- (c) Tall Grasses and Seeds: All seeding during the project shall consist of grass seed specified in the project specifications to reduce plan and seed types that attract wildlife.
- (d) Poorly Maintained Fencing and Gates – Any fencing and access gates damaged by the supplier during project will be replaced immediately to maintain airport security and to limit wildlife access to airport.

Article IV. Foreign Object Debris (FOD) Management

- (a) The supplier will maintain a power-broom, water truck (or sourced water supply), and other necessary equipment on site for cleaning and maintaining the site. All areas will be washed, swept, and cleaned prior to the end of each day or as practical. All debris must be enclosed or secured to prevent blowing debris from entering airfield and airfield connected pavements.

- (b) Daily inspections by the Airport authority will be conducted to verify construction activities are not impacting airport operations or airport safety. Areas of project found deficient in any way will require immediate attention and/or repair by the supplier. Airport personnel shall have the right to halt demolition immediately when airport safety is an issue. Said inspection will occur before the end of each workday.

Article V. HAZARDOUS MATERIALS MANAGEMENT

Supplier shall follow Best Management Practices regarding equipment fueling, containment, inspection and storage of hazardous materials. Any leaks or spills that take place on Owner property will require the supplier to notify Jessica Miller immediately.

Article VI. NOTIFICATION OF DEMOLITION ACTIVITIES

The following information details procedures for the immediate notification of Airport personnel, as applicable, of any conditions that may impact the operational safety of the airport. The List of Responsible Owner Representatives:

- Jessica Miller (865) 202-2349
- DKX Front Desk (865) 342-3181

In case of emergency, dialing 911 will be the first response. Once emergency services have been contacted, supplier shall contact Jessica Miller, (865) 202-2349.

Article VII. Products

Section 7.01 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 existing stockpile at DKX may be accessed 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 material from the demolition 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 7.02 Topsoil

- (a) Preservation and reuse of native topsoil helps to improve the success rate of new vegetation.
- (b) A topsoil pile is located near the subject site (see Map 2) and the supplier is expected to use this as the first source of all topsoil not generated from the demolition site. Importing topsoil may be necessary for some areas which do not have fertile soil layers.
- (c) 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.
- (d) Strip topsoil (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.

- (e) 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.
- (f) 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.
- (g) Apply a minimum of 6 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.
- (h) Apply fertilizer at rates suitable for the vegetation and soil conditions. Consult an agricultural extension agent or a horticulturist for specific instructions and recommendations (or see UT Agricultural Extension website).

Section 7.03 Seeding

- (a) All areas receiving permanent grass mixture shall receive an application of fertilizer and be protected with mulch or erosion control matting. Apply fertilizer at a rate of not less than 110 pounds per 1000 square feet. Apply lime at rate based on pH of soil. Supplier will verify soil conditions and apply fertilizer and lime at rates using City of Knoxville BMP Manual ES-08 for Erosion and Sediment.
- (b) Apply seed mixture at recommended rates evenly in two intersecting directions using a mechanical spreader or hydroseeder. Do not seed an area in excess of that which can be mulched on same day. Do not sow immediately following rain, when ground is too dry, or during windy periods. CARE MUST BE TAKEN TO AVOID ANY OVERSPRAY ON AIRCRAFT OR BUILDINGS. Overspray will be removed immediately by supplier.

- (c) Combined hydraulic application of seed, fertilizer, and mulch may be performed. Tackifier application may be within the combined mixture if allowed by manufacturer's recommendations. Hydraulic spraying equipment and mixture shall be designed so that when the grass mixture is sprayed over the area, the mixture components shall be equal in quantity to the specified rates.
- (d) Wood fiber mulch shall be applied at a minimum rate of 35 pounds per 1000 square feet. As an option, straw mulch can be utilized at a rate of 100 pounds per 1000 square feet. Mulch shall be applied immediately after seeding or during seeding. All mulched areas shall receive an application of tackifier. NO LOOSE STRAW WITHOUT TACKIFIER WILL BE ALLOWED AS THE FINISHED PRODUCT.
- (e) Permanent seed mixture to be used: Kentucky 31 Fescue (85%) and English Rye (15%). KCDC to be provided the specifications seed and mulch manufacturers from supplier prior to application. No products that encourage wildlife feeding or habitat will be allowed.
- (f) Do not allow any equipment or material placed on any seeded areas. Erect suitable barricades and guards to prevent equipment, vehicles, or labor from traveling onto or over any seeded areas.
- (g) Supplier will inspect weekly over a period of 6 weeks of planting to ensure grass strands are uniform and dense. Supplier will make provisions to water as needed to penetrate to a depth of 6 inches, a minimum of 3 times during the course of the 6 weeks at suppliers cost if conditions are too dry to encourage adequate growth.

Article VIII. Execution

Section 8.01 General

- (a) Protect existing fire hydrants, streetlights, 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 8.02 Utility Disconnections

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

Section 8.03 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 safety fence four (4) feet high minimum (e.g., ULINE orange safety fence). 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 supplier 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.
- (g) Neighborhood: Supplier is to observe all traffic laws in and through the Island Home Neighborhood. This is a pedestrian-oriented neighborhood and supplier is to be observant of pedestrians and children. The Knoxville Police Department is known to monitor traffic.
- (h) Island Home Pillars: There are two gateway pillars at the intersection of Island Home Avenue and Maplewood Drive, the entrance to the Island Home Neighborhood. Supplier is to take care not to damage pillars. Damage to the pillars cause by demolition vehicles shall be charged to the supplier at no additional cost to KCDC or the Airport.

Section 8.04 Environmental Requirements

- (a) Erosion and Sediment Control: Utilize Best Management Practices (BMPs) to prevent and control erosion, sediment, and other forms of stormwater pollution. The City of Knoxville's Stormwater Engineering Divisions BMP Manual provides many design options and should be consulted.
- (b) Temporary Inlet Protection: There are two stormwater inlets that should be protected (See Map 1).

Protection is necessary to prevent sediment from entering and clogging the storm drainage system. Inlet protection can be installed at grate inlets, curb inlets, culverts or other drainage features by using a means of filtration through which stormwater runoff must pass. Temporary inlet protection can be accomplished by either using premanufactured proprietary devices or by constructing a device on site. Self-constructed devices generally consist of a means of filtering (geotextile fabric, aggregate, straw bale) which is securely anchored and supported against the weight of ponded water by some type of support (wood posts, concrete blocks, wire mesh, the inlet structure itself). Supplier should consult the BMP manual for specific details.

- (c) Dust Control: Supplier is reminded this is an operating airport and that dust and debris must be kept to a minimum. Supplier must 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.

Section 8.05 Salvaged Items

- (a) Restrictions: Salvage is allowed of any materials except for the Remote Area Medical (RAM) sign noted above. The sign should be salvaged first.
- (b) All salvaged materials shall be removed from the site at the end of each workday.
- (c) Only the supplier's authorized workers are allowed to salvage or demolish the structure or its contents.

Section 8.06 Demolition and Removal

- (a) Structures: The limits of the hangar slab for removal are considered to start at the joint between the hangar slab and adjoining asphalt apron (approx. 3' from hangar front). Supplier will mark the joint with paint for approval of cut line. Supplier is to double saw cut the joint and remove the hangar slab taking care not to damage the adjoining apron.
 - (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 all unstable, free-standing or inadequately supported building elements prior to the end of each workday.
 - (iv) Any hot work must first be approved by MKAA Fire Marshal. Do not use cutting torches until work area is cleared of flammable materials.

At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

- (v) Maintain adequate ventilation when using cutting torches.
- (vi) Remove structural framing members in such a way as to maintain their highest value.
- (vii) Locate demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- (viii) Dispose of demolished items and materials promptly.
- (ix) Surface Slabs: All concrete, asphalt or masonry slabs and appurtenances are to be removed.
- (x) Retaining Walls: Remove all retaining walls unless otherwise specified for 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.
- (xi) Piles: All piles are to be removed.
- (xii) Miscellaneous Objects: Remove all signs, piping, posts or any other objects protruding from the ground and fill any resulting hole.

Section 8.07 Disposal

- (a) 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 supplier may submit an alternate disposal facility, fully licensed by the state, for consideration by the engineer.
- (b) 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 8.08 Lead-Based Paint

No lead-based paint is located onsite per attached letter from S&ME.

Section 8.09 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 6 inches of topsoil for use as a final topsoil and grading material. Supply additional material to place a minimum of 6 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 8.10 Clean Up

- (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 work, including the public right-of-way and any private property.

Solicitation Document A: General Information about the Supplier

Sign Your Name to the Right of the Arrow →

If completing this document in Adobe, an electronic signature is acceptable to KCDC.

Your signature indicates you read and agree to "KCDC's General Instructions to Suppliers" (www.kcdc.org) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

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
*Total gross receipts of not more than \$10,000,000 average over a three-year period OR
 employs no more than 99 persons on a full-time basis*

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 American White Publicly Owned

Prompt Payment Discount

A ____% prompt payment discount applies when KCDC makes payment in ____ days of accurate invoicing.

Pricing

Total Project Cost \$

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 known 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/proposal/quotes, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/proposals/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.

Accuracy of Electronic Copies

10. 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.

Non-Collusion

- 10. Neither the said supplier nor any of its officers, partners, KCDC, 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, KCDC, employees, or parties in interest, including this affiant.

No Contact/No Advocacy Affidavit

- 13. After this solicitation is issued, any contact initiated by any supplier or proposer with any owner’s 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 owner’s 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	

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: VI or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages. **See paragraph "f" for exact naming of certificate holder and additional insureds.**

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 general liability insurance including contractual liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(s). Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes the entities listed in **paragraph "f" as additional insureds** with respect to the Supplier's ongoing and completed operations, 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" for exact naming of certificate holder and additional insureds.**

- 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 the entities listed in **paragraph "f" as additional insureds**. **See paragraph "f" for exact naming of certificate holder and additional insureds.**

- c. **Workers' Compensation Insurance and Employers' Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws. Employers' Liability Insurance with a limit of not less than \$500,000.
- d. **Pollution Liability Insurance:** coverage, providing defense and indemnity coverage for bodily injury, property damage, and environmental investigation and clean-up costs for pollution conditions arising from the Contractor'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.

e. 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.
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. **Not less than 30-days prior written cancellation notice and no less than 10-days for non-payment of premium** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. 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.
6. 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.
7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.
8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation insurance (unless subcontractor's employees are covered by Supplier's insurance) in the same manor and limits as specified for the Supplier

f. Certificate Holder and Additional Insureds:

Certificate Holder: KCDC, its officials, officers, employees, and volunteers
901 N Broadway
Knoxville, TN 37917

Additional Insureds: KCDC, its officials, officers, employees, and volunteers
Metropolitan Knoxville Airport Authority (MKAA)

- g. Right to Revise or Reject:** KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability 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.

All limits indicated are minimums required.

Certificate Holder	KCDC 901 N Broadway Knoxville, TN 37917
Additional Insureds	KCDC, its officials, officers, employees, and volunteers Metropolitan Knoxville Airport Authority (MCAA)
GL (Supplier & Subcontractors)	\$1M / \$2M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC (Supplier & Subcontractors)	statutory limits
Employers Liability (Supplier & Subcontractors)	\$500,000
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

Appendix B Map 1



Appendix C Map 2

