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**Request for Written Quotes**

**DEMOLITION OF 1542 TEXAS AVENUE**

<b>Solicitation Number</b>	Q1731
<b>Due Date</b>	May 19, 2017
<b>Due Time</b>	2:00 p.m. eastern standard time
<b>Deliver Responses to:</b>	Knoxville's Community Development Corporation Procurement Division 901 N. Broadway Knoxville, TN 37917  Note: Procurement is in a separate building behind the main office building
<b>Electronic Copies:</b>	Electronic copies are available on KCDC's webpage or by email at <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a> .
<b>May responses be emailed to KCDC</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Paper copies must also be provided, if the solicitation so indicates.
<b>Solicitation Meeting</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Solicitation Meeting is Mandatory</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Solicitation Meeting Date</b>	05-17-17
<b>Solicitation Meeting Time</b>	9:00 a.m.
<b>Solicitation Meeting Location</b>	At the site
<b>Questions About This Solicitation</b>	Submit questions to <a href="mailto:purchasinginfo@kcdc.org">purchasinginfo@kcdc.org</a>
<b>Award Results</b>	KCDC posts both a summary of the quotes received and the award decision to its web page at: <a href="http://www.kcdc.org/procurement/">http://www.kcdc.org/procurement/</a>

**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 the County of Knox in Tennessee. KCDC's public housing property portfolio includes 20 sites with approximately 3,551 dwelling units. KCDC also administers approximately 4,030 vouchers through our Section 8 department.
- b. This is a request for written quotes, not sealed bids. KCDC could simply contact three suppliers, obtain quotes and move forward but KCDC has chosen to solicit written bids from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. This solicitation is for the demolition and removal of a commercial structure at 1542 Texas Avenue, Knoxville, Tennessee. 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.

The following details are from public records and measurements from a state-licensed appraiser. While KCDC believes the descriptions are accurate, suppliers are encouraged to verify all information.

Characteristics	1542 Texas
Year Built	1940
Type	Single family
Construction	Masonry
Roof	Wood Deck & Rafters
Roof Cover	Asphalt Shingle / Metal
Foundation	Concrete Slab
Stories	1
Bathrooms	1
Exterior Wall	Concrete Block
Interior Wall	Concrete Block
Interior Flooring	Vinyl Tile
Gross Area	± 2,390 sq. ft.

### 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 and negotiate these charges.

3. **CODES AND ORDINANCES**

All work covered is to be done in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed. The successful supplier and any sub-contractors must fulfill all requirements of the local building department and fire jurisdiction.

4. **CONTACT POLICY**

The supplier may not contact office, officer, agent or employee of KCDC other than the KCDC's Procurement Division from the issuance of this solicitation about matters pertaining to 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 resulting award for the purpose of this project. Such contact can disqualify the supplier from participation in the solicitation process.

5. **DAMAGE**

The awarded supplier is responsible for all damage to buildings, equipment, grounds and premises as well as all other types of potential damage resulting service provision as 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 employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand the English language in order for KCDC's representatives to communicate effectively with the supplier.

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 arrive at the "lowest and best" solution for the final award. This may not entail simply awarding to the supplier quoting the lowest cost. All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to supplier "responsiveness" and "responsibility." 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 Vendors” in solicitation documents. These instructions are at [www.kcdc.org](http://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 Vendors.”

11. **IDENTIFICATION**

The supplier’s employees will have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Supplier vehicles are to have placards (on the doors or in the windshield) that identify the company name. If the supplier’s employees drive their vehicles to the work site, the vehicle identification requirements apply.

12. **INSURANCE**

The contractor shall maintain, at contractor’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 contractor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The contractor 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 contractor 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 with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall read “Knoxville’s Community Development Corporation (KCDC)”. If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the contractor shall add by endorsement, KCDC, its officials, officers, employees, and volunteers as an additional insured.

**The General Liability policy (or separate Asbestos Abatement policy)** shall be endorsed to include the following provisions:

1. Coverage for asbestos abatement operations as described by the bid specifications and the resulting contract.
  2. Pollution coverage as respects asbestos for all phases of the abatement process.
  3. Coverage for the placement and movement of hazardous materials from the project site to the final disposal location.
  4. Asbestos bodily injury coverage for employees of KCDC, bidder, and subcontractors so long as their designated job duties do not require them to be in the regulated asbestos abatement area.
- b. *Automobile Liability Insurance:* including vehicles owned, hired and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- 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:*** Bidder shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- e. ***Pollution Liability Insurance:*** Bidder shall maintain pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:
1. The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by KCDC.
  3. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
  4. A copy of the claims reporting requirements must be submitted to KCDC for review.
- f. *Other Insurance Requirements:* Contractor shall:
1. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
  2. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

3. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by contractor's insurance. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, contractor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

Knoxville's Community Development Corporation  
Attn: Contracting Officer  
901 N. Broadway  
Knoxville, TN 37917

4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
5. 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 contractor's insurance) in the same manor and limits as specified for the contractor. Contractor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
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. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit contractor 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 contractor enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.

- 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 contractor 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 contractor against any loss exposures, whether as a result of the project or otherwise.
- i. Once KCDC sends the successful supplier the notification of intent to award, the supplier is required to provide a Certificate(s) of Insurance evidencing coverage as required above within the timeline detailed noted below. Failure to comply within the set timeframe may constitute unresponsiveness and KCDC reserves the right, at its sole discretion, to reconsider the award.

KCDC has determined the following timeline applies to this solicitation:

General Services:	7 calendar days	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Construction Services	15 calendar days	<input type="checkbox"/> Yes	<input type="checkbox"/> No

13. **INVOICING/ORDERING**

- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. Purchase orders authorize work and obligate payment. KCDC does not have a legal obligation to pay for work or goods delivered prior to purchase order issuance.
- b. Invoices must:
  - 1. Be numbered
  - 2. Have a date on them that is after the work is completed or goods delivered
  - 3. Show the purchase order number.
  - 4. Breakdown pricing according to the bid structure. For instance, if the award is priced by the hour, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates.
  - 5. Be suitable for scanning since KCDC does not maintain paper records.
- c. Suppliers 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.
- d. 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.

Contractors 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 purchase 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.

e. KCDC pays by electronic transfer (ACH) only.

14. **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.

15. **QUESTIONS**

Direct questions pertaining to this document to [purchasinginfo@KCDC.org](mailto:purchasinginfo@KCDC.org) with "Demolition" in the subject line, at least five days prior to the due date.

16. **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 impediments to the flow of vehicular traffic are as little as possible during the project. The safety of the public is of prime concern to KCDC and all costs associated are the responsibility of the supplier.
- c. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expenses, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- e. 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 on commencement of contract.
- f. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

17. **SECURITY**

The successful supplier is responsible for providing (if necessary) any and all security to equipment, materials, personnel, tools and the site that are required for this job. KCDC is not responsible for damage or losses to equipment, materials, personnel, tools or the site.

18. **SITE EXAMINATION**

- a. Suppliers are required to visit the site and become fully acquainted and familiar with existing conditions and the requested 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. See the photographs attached.
- 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 quote or 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 all aspects of the City's ordinances. Compliance includes but is not limited to:

- a. Retaining all sediments on the project site using structural drainage controls. Drainage control costs are incidental to the work.
- b. The supplier will not permit the discharge of 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. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- d. Additional information about NPDES, BMPs, and the Land Development Manual is at the City of Knoxville's Storm water Engineering Division webpage:  
(<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. KCDC charges the supplier any 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.

20. **SUBCONTRACTORS**  
Subcontractors must:

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

**Description of Desired Services**

21. **DESCRIPTION OF WORK**  
Unless directed otherwise, the supplier shall:

- a. Remove and properly dispose of all structures, trash and rubbish from the specified parcel.
- b. Remove the materials from the demolition site in accordance with federal, state and local regulations.
- c. Disconnect all utility services before demolition.
- d. Perform site clearance, grading and restoration, as needed.
- e. Complete the demolition work in accordance with these technical specifications and any special provisions included below.

22. **AUTHORIZED WORKERS**  
Only the supplier and its employees may demolish, dismantle, detach or dispose of any part of the demolition structure or its contents.

23. **BACKFILL, GRADING AND CLEAN UP**

- a. Backfill: 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. Supplier shall remove excess excavation materials from the site. Topsoil material is not acceptable as deep fill material. Any borrow or fill material shall be approved 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. Compaction: All excavations shall be backfilled with acceptable material and compacted using power machinery (e.g. track hoe).
- c. Additional Fill Material: 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 KCDC considers incidental to the demolition bid price.
- d. Hand Labor: The supplier shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. The supplier will use hand labor to clean the site of any debris.
- e. Grading: The supplier shall grade the site to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The supplier shall grade and shape the site to drain; complete fine grading and final clean up as part of the lump sum price for demolition.
- f. Final Cleaning Up: Before acceptance of the demolition work, the supplier shall remove all unused material and rubbish from the work site; remedy any objectionable conditions the supplier may have created on private property, and leave the right-of-way in a neat and presentable condition. The supplier shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the supplier in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and seeding of the area.
- g. Daily Clean-Up: At the end of each workday, the supplier shall clean sidewalks, streets and private property of any debris caused by the demolition operation.

24. **CLEARING AND GRUBBING**

Supplier shall cut and remove all marked trees and shrubs less than 4" in diameter from the property. The supplier shall pull or grub all tree and shrub roots to a depth of at least six inches. Grubbing shall not occur where it may damage roots of trees and shrubs that remain.

25. **DEMOLITION AND REMOVALS**

- a. Structural Parts of Buildings:

1. The supplier shall not permit walls or part thereof to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisance.
2. Subject to site restrictions, the supplier shall raze outside chimneys or outside portions of chimneys in advance of general demolition of each building. The supplier shall raze any portion of a chimney inside a building as soon as it becomes unsupported due to the removal of other parts of the building.
3. The supplier shall remove any part of a building, whether structural, collateral or accessory, which has become unstable through removal of other parts, as soon as practical and no such unstable part shall be left freestanding or inadequately braced against all reasonably possible causes of collapse at the end of any working day.

- b. Basements and Foundation Walls: The supplier shall completely remove all basement floors, footings and foundations from the site unless specifically stated in the special provisions. The supplier will inspect the basement area and obtain KCDC's approval before backfilling starts. The supplier shall contact the KCDC when removal is complete to schedule this basement inspection. Failure to do so may result in re-excavation of the basement area at the supplier's expense.

The supplier shall ensure that no basement excavation will remain open and exposed for more than 24 hours.

- c. Concrete Slabs: The supplier shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs and appurtenances.
- d. Retaining Walls: The supplier shall remove retaining walls or curbs near the perimeter of subject parcel unless otherwise indicated in the special provisions. The supplier shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical or as directed by KCDC. KCDC and the supplier consider the cost of any tree or brush removal due to the removal and grading out of the retaining wall as incidental and shall be included in the lump sum bid for demolition. The supplier shall leave in place exterior walls that act to retain adjacent property with debris placed in front of the wall to a slope of not greater than 3:1 horizontal.
- e. Fences: Fences, guardrails, bumpers, signs, clotheslines and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved non-contract parcel shall not be removed unless specifically stated in the special provisions. The supplier shall completely pull out or dig up all support posts.
- f. Partially Buried Objects: The supplier shall remove all piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground. The supplier will fill the remaining void with soil and compact it in accordance with these specifications.

- g. Vegetation: The supplier shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush and weeds, whether standing or fallen, unless specifically stated otherwise by KCDC. The supplier shall protect all trees not removed from damage by the demolition operation. In the event that the supplier damages a tree, the supplier shall repair or remove as directed by KCDC.
- h. Fuel Tanks: No fuel tanks are known to exist on the property.

26. **DEMOLITION SCHEDULE**

The supplier shall be responsible for providing KCDC with a minimum of 24 hours advance notification prior to beginning the execution of demolition of any structure. Supplier shall complete all work within 15 business days of the notice to proceed.

27. **DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE**

- a. Debris: The supplier shall remove all materials, rubbish and trash from the demolition area leaving the basements and demolition area free of debris. KCDC will deduct any such costs in cleaning up such materials and debris left behind from funds due the supplier under this contract.
- b. Tires: The supplier shall visit the site to determine the number of abandoned tires on site, if any. If the supplier finds any additional tires on site prior to commencing demolition activity, the supplier shall immediately notify KCDC of the quantity of additional tires found on site so a change order can be prepared for additional removal.
- c. Disposal of Demolition Debris and Solid Waste: The supplier shall deliver all debris and solid waste to KCDC designated disposal facilities, or to an approved disposal facility licensed in accordance with state and/or local regulations, laws and zoning. The supplier shall be responsible to pay all fees for waste disposal. The supplier shall submit to the KCDC copies of all disposal tickets for each structure demolished, where available, which identify the specific address of the origin of the debris associated with each ticket. KCDC will not accept third party claims of proper disposal. KCDC and the supplier consider the cost of all disposal fees as incidental to the demolition.
- d. Asbestos Abatement: The structure is free of asbestos containing materials according to testing conducted by Helton & Associates. The sampling report is available upon request.

Notify KCDC immediately if you locate any suspicious materials. The handling of asbestos material is subject to all applicable state and federal mandates. If asbestos containing materials are located, supplier shall use a licensed abatement contractor and provide proof of licensure upon request for payment. Failure to do shall result in the supplier being responsible for all abatement costs.

- e. Thoroughly spray all structures with water during the execution of the demolition to contain airborne particles. All debris shall be thoroughly wetted prior to transporting to the landfill.

28. **MEASUREMENT AND PAYMENT**

- a. Measurement: Lump sum item- no measurement will be made.
- b. Payment: Payment will be at the contract lump sum price.
- c. Includes: Unit price includes, but is not limited to, removal of 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; finish grading of disturbed areas; seeding; placing and removing safety fencing; and removal of septic tanks and cisterns.
- d. Drawings or measurements included with contract documents are for the supplier's convenience. Complete responsibility for detailed dimensions lies with the supplier. The supplier shall verify all dimensions with the actual on site conditions.

29. **PERMITS AND FEES**

The Supplier shall obtain all the necessary permits and pay all permit fees that are required by federal, state and local jurisdictions in conjunction with the demolition work.

30. **PROPERTY OWNERSHIP**

KCDC is the owner. 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 structures in strict accordance with the proposal documents. Supplier shall 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 building.

31. **PROTECTION OF THE PUBLIC AND PROPERTIES**

- a. Littering Streets
  - 1. The supplier is responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by KCDC in cleaning up any litter or mud shall be charged to the supplier and be deducted from funds due for the work.
  - 2. Littering of the site is not permitted.
  - 3. Promptly remove all waste materials
- b. Street Closure: If it should become necessary to close any traffic lanes, it is the supplier's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by the Public Works & Engineering Department of the City of Knoxville.
- c. Protection of the Public by the Supplier:

1. Sidewalks: The supplier is responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. KCDC and the supplier consider the cost of repair or replacement as incidental to the work and the supplier shall obtain all permits and pay any fees.
2. Pedestrian Access: It is the supplier's responsibility to place and construct the necessary warning signs, barricades, fencing and temporary pedestrian sidewalks, as directed by KCDC and/or the City of Knoxville; and to maintain alternate pedestrian access for sidewalks around the demolition site. KCDC and the supplier consider the cost of these items shall as incidental to the work.
3. Temporary Fence: The supplier shall erect temporary fencing around all excavation, dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The supplier shall erect the fence erected before demolition and shall not be removed until the hazard is removed.
4. Demolition Hours:
  - a. The supplier shall comply with any restrictions to working hours. Demolition may occur between 7:00 a.m. and 6:00 p.m. on weekdays. Demolition in primarily residential neighborhoods may occur on Saturdays and Sundays between 11:30 a.m. and 4:00 p.m.
  - b. The supplier shall comply with all applicable ordinances and restrictions of the City of Knoxville.
5. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The supplier shall comply with any local noise pollution requirements, if any.
6. Dust Control: The supplier shall comply with applicable federal, state, and local air pollution control requirements. The supplier shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, KCDC shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
  - a. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.
  - b. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.
7. Requirements for the Reduction of Fire Hazards:

- a. Removal of Material: Before demolition of any part of any building, the supplier shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances, if any.
  - b. Fire Extinguishing Equipment: The supplier shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When the supplier is using a cutting torch or other equipment that might cause a fire, a fire extinguisher shall be nearby for instant use.
  - c. Fires: KCDC does not allow fires of any kind in the demolition work area.
  - d. Hydrants: The supplier shall not permit material obstructions or debris placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.
  - e. Debris: The supplier shall not allow debris to accumulate on roofs, floors or in areas outside of and around any structure being demolished. The supplier shall remove excess debris and materials from the site as the work progresses.
  - f. Telephone Service: The supplier shall arrange for access to and use of, during working hours, one or more telephones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies, and shall keep all personnel on the job informed of the location of such telephones. The supplier's foreman, or at least one regular member of each shift, shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.
8. Protection of Public Utilities: The supplier shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances near the demolition sites. The supplier shall pay for temporary relocation of utilities, relocated at the supplier's request for his convenience.
  9. Protection of Adjacent Property: The supplier shall not damage or cause to be damaged any public right-of-way, drains, subdrains, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent demolition. The supplier shall provide such sheeting and shoring as required to protect adjacent property during demolition. Supplier will take care to prevent the spread of dust and flying particles. Repairs shall be subject to approval by the property owner where applicable.

32. **RELEASE OF BUILDING**

KCDC will release the demolition area to the supplier upon award and Notice to Proceed. Said Notice to Proceed shall give any sequence of the demolition and the portion of work that is available to be released if not all areas are ready at the same time. KCDC shall approve any change in the sequence. The supplier shall have full control of the demolition progress and clearance of the site, subject to the provisions of the provisions contained herein.

33. **RISK OF LOSS**

The supplier shall accept the site in its present condition and shall inspect the site for its character and the type of structures to be demolished. KCDC assumes 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. KCDC will not adjust proposal prices or allowance for any change in conditions that occur after the acceptance of the lowest responsible.

34. **SAFETY AND FENCING**

- a. Safety: The supplier shall comply with all applicable current federal, state and local safety and health regulations.
- b. Safety Fencing: The supplier shall furnish and place a safety fence around the site of the work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The fencing, including all materials, is incidental to the demolition. The safety fence shall remain in place until the supplier removes all demolished materials from the site and all holes or excavated areas are backfilled. The fencing material shall remain the property of the supplier.

35. **SALVAGE OF DEMOLITION MATERIALS**

- a. The supplier may salvage demolition materials only from the property subject to demolition by KCDC.
- b. The supplier may not salvage on or from privately owned property.
- c. The supplier may recycle demolition debris at a licensed or permitted recycling center; however, all other debris must be disposed of at a licensed or permitted disposal facility for the material being disposed.
- d. The supplier may salvage demolition materials so long as demolition is completed within the completion provisions included herein. All buildings, building materials and equipment resulting from this work shall become the property of the supplier, and the supplier shall remove them from the premises at once. The supplier shall immediately remove salvaged material immediately from the premises, right-of-way, streets or alleys. KCDC reserves the right to remove salvage items for use by KCDC. These items, if any, are identified below and shall be removed by KCDC forces prior to the issuance of the Notice to Proceed: (none)

36. **SEEDING**

The supplier shall seed all disturbed areas associated with the work. Seeding shall consist of placing seed, commercial fertilizer, agricultural limestone and mulch material as specified on prepared ground.

- a. Preparation for Seeding - The seedbed shall be prepared in the following manner and sequence:
  - 1. 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.
  - 2. The supplier shall perform this operation only when the soil is in a tillable and workable condition. Fertilizer, at the rate of not less than 20 pounds of grade 10-10-10 or equivalent, per 1,000 square feet, and agricultural limestone at the rate of not less than 100 pounds per 1,000 square feet, 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.
- b. 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.
- c. Mulching – The term “mulch” is commonly used to describe a variety of materials including wood and bark chips or vegetative fibers (straw or hay).
- d. 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.
- e. 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.

37. **UTILITY DISCONNECTIONS**

- a. KCDC will arrange for the disconnection of all sanitary sewer, water, gas and electric services to the street.
- b. Backfill and Compaction within City Right-of-way: Do not excavate the City right-of-way.

- c. Streets: Unless stipulated otherwise, suppliers shall backfill, compact as specified and patch the surface of all excavations made in streets according to standards published by the City of Knoxville. The supplier shall pay this cost.
- d. City Right-of-way: All areas within the City right-of-way (including parking and sidewalk areas) shall be compacted in conformance with standards published by the City of Knoxville.

38. **VACATING OF BUILDING**

The structure identified in the document shall be vacated before a Notice to Proceed is issued and the supplier begins work. In case the supplier finds that any structure is not vacated, the supplier shall immediately notify KCDC and shall not begin demolition or site clearance operations on such property until further directed by KCDC. The supplier's responsibility for such buildings will not begin until KCDC issues a Notice to Proceed. No claim for extension of time or increase in price will be considered because of occupancy of any buildings. In case such occupancy is prolonged, KCDC reserves the right to delete the structure from the work.

39. **BID ALTERNATE #1 – REMOVAL OF IMPERVIOUS SURFACE**

- a. Remove all asphalt, concrete pavement, and concrete slab, approximately 6,000 square feet.
- b. Concrete, asphalt, or other large pieces of subgrade structures to be removed under this section shall be appropriately sized for transport. For concrete, demolish in sections. Use power-driven saw to cut around any sidewalks prior to removal.
- c. Excavate to a depth of at least 6 inches and off-haul debris.
- d. Compact existing subgrade, if necessary. Backfill any low spots with subsoil to within 6 inches of existing top grade and compact.
- f. Place topsoil to grade. Add additional soil to fill voids. Topsoil shall be sourced from a clean borrow source or supplier. Soil shall be free of roots, rocks larger than 1/2-inch, subsoil, debris, large weeds and foreign matter (including any construction rubble, or other man- made items). Recommended soil should contain a minimum of 4 percent and maximum of 25 percent organic matter.
- g. Immediately seed entire site and place straw per instructions in paragraph 36 of the scope of work.

**THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED**

**Demolition of 1542 Texas Avenue Q1731 051017**

**Solicitation Document A General Response Section**

**Sign Your Name to the Right of the Arrow** 

Your signature indicates that you have read and agree to "KCDC's General Instructions to Suppliers" on [www.kcdc.org](http://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](http://www.kcdc.org). Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.

Acknowledge addenda have been issued by checking below as appropriate:

None     Addendum 1     Addendum 2     Addendum 3     Addendum 4     Addendum 5

**Statistical Information**

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

Asian/Pacific     Black     Hasidic Jew     Hispanic     Native  Americans    White

As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies as:

Section 3     Small Business     Woman Owned

**Cooperative Procurement by Other Governmental Entities**

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Not applicable  Yes  No

**Prompt Payment Discount**

A discount of \_\_\_\_% is offered if payment is made within 30 days

**Cost**

**Total Project Cost** \$

**Additional Cost for Alternate 1** \$

**Number of calendar days required for completion**

**Insurance Requirements**

I have reviewed the insurance requirements in this solicitation and will provide KCDC with a Certificate of Insurance adhering to these requirements within the stated number of days. Yes  No

Suppliers: \_\_\_\_\_

**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.

**9. Iran Divestment Act:**

Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, 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.

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.

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

Demolition of 1542 Texas Avenue Q1731 051017  
Attachment A Photographs of the Property

