



**PURCHASING DIVISION**

901 Broadway, N.E. • Knoxville, TN 37917-6699  
865.403.1133 • Fax 865.594.8858  
800.848.0298 (Tennessee Relay Center)  
Email: [purchasing@kcdc.org](mailto:purchasing@kcdc.org)  
<http://www.kcdc.org/en/DoingBusiness.aspx>

**Requests for Quotes**

**Demolition Services at 2127 Payne Avenue in Alcoa, Tennessee**

**Due Date:** April 30, 2014

*Check KCDC's web page for addenda and changes before submitting your quote.*

**Due Time:** By 3:00 p.m. (as shown by KCDC's clock)

**Quote Number:** Q1436

**Deliver Quotes to:** Knoxville's Community Development Corporation  
Purchasing Division  
901 Broadway N.E.  
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: **Yes**  **No**

**Site Visit:** April 28, 2013 at 1:00 p.m.

**Award Results:** KCDC posts the award decision to its web page at:  
<http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx>.

## General Information for Vendors

### 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 seventeen housing properties with approximately 3,500 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written quotes 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. KCDC is conducting this solicitation on the behalf of the Metropolitan Knoxville Airport Authority. This solicitation is for the demolition and removal of a masonry structure at 2127 Payne Avenue, Alcoa, TN (Map 026NA, Parcel 011). The vendor 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.

The improvement is a one-story masonry structure containing +/- 5000 square feet. The building was constructed in 1974, per tax records. The one story section has a small kitchen area, bathrooms, workshop, and office space. There is a concrete slab floor on grade. Exterior walls are brick/wood and the roof framing is gable/hip covered with shingles. Interior walls are drywall and wood paneling. Floors are exposed concrete, tile, and carpet.

### 2. **CHANGES AFTER AWARD**

It is possible that after award the KCDC may need to revise the service needs or requirements specified in this document. KCDC reserves the right to make such changes after consultation with the vendor. Should additional costs arise, KCDC reserves the right to consider accepting these charges provided the vendor can document the increased costs. KCDC reserves the right to make such changes after consultation with the vendor.

KCDC also reserves the right to accept proposed service changes from the vendor if they will lower the cost to KCDC and/or provide improved service.

### 3. **CODES AND ORDINANCES**

All work covered by these contract documents 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. All requirements of the local building department and fire jurisdiction are to be fulfilled by the successful vendor and any sub-contractors.

4. **DAMAGE**

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

5. **EMPLOYEES**

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the task assigned them to work on any portion of a job. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the worksite any unfit person. Vendor shall enforce all instructions relative to use of water, heat, power, smoking prohibitions and control any use of fires as required by law. Employees must not be allowed to loiter on the premises before or after job working hours.
- d. Provide at least one employee on every job assignment that shall have the ability to clearly speak, read, write, and understand the English language in order that KCDC's representatives may effectively communicate with the vendor.

6. **ENTRANCE TO KCDC SITES**

Only those vendor employees working on a KCDC project are allowed on KCDC's premises. Vendor 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 vendor.

7. **EQUIPMENT:**

Vendor shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work.

8. **EVALUTION:**

KCDC will primarily evaluate the responses to this solicitation on the factors shown below. However, KCDC will arrive at the "lowest and best" solution for the final award. This may or may not entail simply awarding to the vendor quoting the lowest cost.

<b>FACTORS</b>	<b>MAXIMUM POINTS</b>
Cost	100
Total	100

All responses are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to "responsiveness" and "responsibility" of vendors.

KCDC reserves the right to request additional information from vendors to assist in the evaluation process.

9. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead, these instructions may be found at [www.kcdc.org](http://www.kcdc.org). Click on "Doing Business With KCDC" where you will find a link to the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC's "General Instructions to Vendors." The vendor may wish to review certain applicable HUD instructions which can also be found on KCDC's web site.

10. **IDENTIFICATION**

The vendor's employees shall 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. Vendor vehicles are to have placards (on the doors or in the windshield) that identify the company name.

11. **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.

- 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. **Other Insurance Requirements:** Contractor shall:
  - 1. 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 Broadway, NE  
Knoxville, TN 37917

- 2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
- 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 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.

e. **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.

f. **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.

12. **INVOICING/ORDERING**

a. All invoices are to be reflective of the awarded price structure so that KCDC can quickly compare the rates charged with the approved rates. Invoices will show the date that the work was completed on and show it accurately.

b. Work is not to be performed until a purchase is in place. Performing work without a purchase order in place may jeopardize your award.

13. **LICENSING**

All vendors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. Throughout the term of this contract, the vendor shall maintain the required current licenses.

14. **QUESTIONS**

Questions pertaining to this document should be submitted via email with "Questions about Demolition Services" in the subject line, at least five days prior to the due date to [purchasing@KCDC.org](mailto:purchasing@KCDC.org).

15. **SAFETY**

Vendor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

a. All other buildings, appurtenances and finishings shall be protected by the vendor from damage, which might be done or caused by work performed under this contract.

- b. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.
- c. The vendor will erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

16. **SUBCONTRACTORS**

- a. Subcontractors must be approved by KCDC prior to beginning work. They must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Vendors may not use the services of other vendors/subcontractors not named in the quote without prior written permission from KCDC. If at any time during the term of the resulting contract, a vendor adds or changes any subcontractor, he or she shall promptly notify KCDC, in writing, of the names and addresses of each new subcontractor. The vendor shall be completely responsible for the actions of its subcontractors, the same as if the vendor directly employed them.
- c. Subcontractors must also carry the same insurance coverages as outlined herein.

17. **VENDOR RESPONSIBILITIES**

At his/her own expense, the vendor shall:

- a. Provide competent supervision.
- b. Provide competent workers.
- c. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
- d. Perform work without unnecessarily interfering with the activities of KCDC or other vendors.
- e. The vendor shall be responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, et cetera caused by the vendor's operations.
- f. The vendor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the vendor's expense.

## Scope of Work

### 1. **DESCRIPTION OF WORK**

Unless directed otherwise, the vendor 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.

### 2. **PROTECTION OF THE PUBLIC AND PROPERTIES**

#### a. Littering Streets:

1. The vendor shall be 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 vendor and be deducted from funds due for the work.
2. Littering of the site shall not be permitted.
3. All waste materials shall be promptly removed from the site.

#### b. Street Closure: If it should become necessary to close any traffic lanes, it shall be the vendor'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 Alcoa.

#### c. Protection of the Public by the Vendor:

1. Sidewalks: The vendor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental to the work and the vendor shall obtain all permits and pay any fees.
2. Pedestrian Access: It shall be the vendor'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 Alcoa; and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.



- d. Temporary Fence: Temporary fence shall be erected 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 fence shall be erected before demolition and shall not be removed until the hazard is removed.
- e. Demolition Hours:
  - 1. The vendor shall comply with any restrictions to working hours. Demolition may occur between 7:00 am and 6:00 pm on weekdays. Demolition in primarily residential neighborhoods may be performed on Saturdays and Sundays between 11:30 a.m. and 4:00 p.m.
  - 2. The vendor shall comply with all applicable ordinances and restrictions of the City of Alcoa.
- f. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The vendor shall comply with any local noise pollution requirements, if any.
- g. Dust Control: The vendor shall comply with applicable federal, state, and local air pollution control requirements. The vendor 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:
  - 1. 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.
  - 2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.
- h. Requirements for the Reduction of Fire Hazards:
  - 1. Removal of Material: Before demolition of any part of any building, the vendor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances, if any.
  - 2. Fire Extinguishing Equipment: The vendor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
  - 3. Fires: No fires of any kind will be permitted in the demolition work area.
  - 4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.

5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
  6. Telephone Service: The vendor 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 vendor'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.
- i. Protection of Public Utilities: The vendor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the demolition sites. The Vendor shall pay for temporary relocation of utilities, which are relocated at the Vendor's request for his convenience.
  - j. Protection of Adjacent Property: The vendor 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 vendor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles. Repairs shall be subject to approval by the property owner where applicable, and by KCDC.
3. **RISK OF LOSS**

The vendor 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. 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 allowed.
  4. **PROPERTY OWNERSHIP**

The property is owned by the Metropolitan Knoxville Airport Authority (MKAA). KCDC is acting as the agent for MKAA. 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 vendor, 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. Vendor 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 demolition of the building.

5. **VACATING OF BUILDINGS**

The structure identified in the document shall be vacated before a Notice to Proceed is issued and the vendor begins work. In case the vendor finds that any structure is not vacated, the vendor shall immediately notify KCDC and shall not begin demolition or site clearance operations on such property until further directed by KCDC. The vendor'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.

6. **RELEASE OF BUILDINGS**

The demolition area shall be released to the vendor 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 all areas are not ready at the same time. KCDC shall approve any change in the sequence. The vendor shall have full control of the demolition progress and clearance of the site, subject to the provisions of the provisions contained herein.

7. **PERMITS AND FEES**

The vendor 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.

8. **MEASUREMENT AND PAYMENT**

a. Demolition Work:

1. Measurement: Lump sum item; no measurement will be made.
2. Payment: Payment will be at the contract lump sum price.
3. 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.

PART 2 – EXECUTION

9. **DEMOLITION SCHEDULE**

The vendor shall be responsible for providing KCDC with a minimum of 24 hours advance notification prior to beginning the execution of demolition of any structure.

10. **SALVAGE OF DEMOLITION MATERIALS**

- a. The vendor shall be allowed to salvage demolition materials only from the property subject to demolition by KCDC.
- b. No salvage will be permitted on privately owned property.

- c. The vendor 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 vendor 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 vendor, and shall be removed from the premises at once. Salvaged material shall be removed 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)

11. **DEMOLITION AND REMOVALS**

- a. Structural Parts of Buildings:
  - 1. No wall or part thereof shall be permitted 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, outside chimneys or outside portions of chimneys shall be raised in advance of general demolition of each building. Any portion of a chimney inside a building shall be razed as soon as it becomes unsupported by reason of removal of other parts of the building.
  - 3. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practical and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any working day.
- b. Basements and Foundation Walls: All basement floors, footings, and foundations shall remain in place.
- c. Concrete Slabs: All concrete slabs, asphalt, surface obstructions, and masonry slabs shall remain. Cracks or damage to onsite slabs and asphalt parking surfaces shall be considered incidental to the demolition.
- d. Retaining Walls: No retaining walls or curbs near the perimeter of subject parcel shall be removed unless otherwise indicated. The vendor 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. The cost of any tree or brush removal due to the removal and grading out of the retaining wall shall be considered incidental and shall be included in the lump sum bid for demolition. Exterior walls that act to retain adjacent property shall be left in place with debris placed in front of the wall to a slope of not greater than 3:1 horizontal.

- e. Partially Buried Objects: No piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed unless specifically identified.
- f. Vegetation: The vendor shall not remove any dead trees, trees stumps, bushes, vegetation, brush and weeds, whether standing or fallen, unless specifically stated herein. Vendor shall protect all trees not removed from damage by the demolition operation. In the event that the Vendor damages a tree, it shall be repaired or removed by the vendor as directed by the KCDC.

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

- a. Debris: All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by KCDC in cleaning up such materials and debris left behind shall be deducted from funds due the Vendor under this contract.
- b. Tires: The vendor shall visit the site to determine the number of tires that have been abandoned on site, if any. If any additional tires are found on site prior to commencing demolition activity, the vendor 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: All debris and solid waste shall be delivered by the vendor to KCDC-designated disposal facilities, or to an approved disposal facility licensed in accordance with state and/or local regulations, laws, and zoning. The vendor shall be responsible to pay all fees for waste disposal. The vendor 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. The cost of all disposal fees shall be considered incidental to the demolition.
- d. Asbestos Abatement: Helton & Associates tested samples from the subject structure and found asbestos containing materials. All asbestos containing materials noted in the report have been removed from the site. KCDC is to be notified immediately if the vendor locates additional materials. The handling of asbestos material is subject to all applicable state and federal mandates. Vendor shall use a licensed abatement contractor and provide proof of licensure upon request for payment. Failure to do shall result in the vendor being responsible for all abatement costs.
- e. All structures shall be thoroughly sprayed with water during the execution of the demolition to contain airborne particles. All debris shall be thoroughly wetted prior to transporting to the landfill.

13. **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 Vendor shall bring in enough topsoil from off-site to place a minimum 8 inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved 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 vendor 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. Hand Labor: The vendor 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.
- e. Grading: The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The vendor 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 vendor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Vendor may have created on private property, and leave the right-of-way in a neat and presentable condition. The vendor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the vendor 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 Vendor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

14. **UTILITY DISCONNECTIONS**

- a. All sanitary sewer, water, gas, and electric services shall be disconnected to the street.
- b. Backfill and Compaction within City Right-of-way:
- c. Streets: Unless stipulated otherwise, the vendor shall backfill, compact as specified and patch the surface of all excavations made in streets according to standards published by the City of Alcoa. This cost shall be paid by the vendor.

- 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 Alcoa.

15. **SEEDING**

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

- a. Preparation for Seeding - The seed bed shall be prepared in the following manner and sequence:
- b. 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.
- c. This operation shall be performed 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.
- d. 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. Seed shall be sown at the rate of 2.5 pounds per 1,000 square feet.
- e. Mulching – The term “mulch” is commonly used to describe a variety of materials including wood and bark chips or vegetative fibers (straw or hay).
- f. When the mulching material is hay or straw, it shall be spread 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. This rate may be varied by KCDC depending on the texture and condition of the mulch material and the characteristics of the area seeded. Hay or straw mulch shall be held 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.
- g. 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. Wood and bark chips must be spread to an even depth of 3 inches.

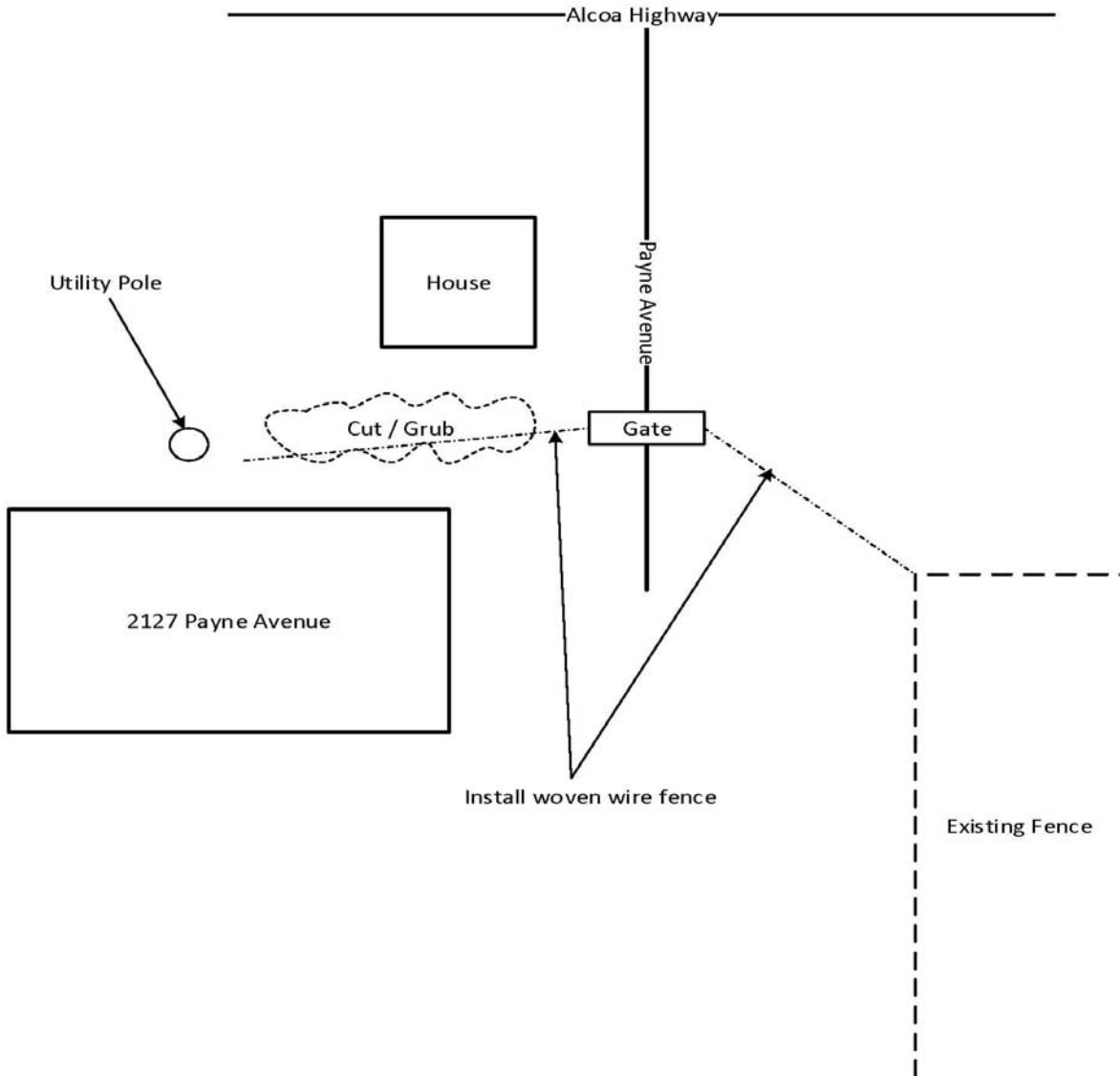
16. **SAFETY AND FENCING**

- a. Safety: The vendor shall comply with all applicable current federal, state and local safety and health regulations.

- b. Safety Fencing: The vendor 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, shall be considered incidental to the demolition. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing material shall remain the property of the vendor.
17. **AUTHORIZED WORKERS**  
Only the vendor and its employees are allowed to demolish, dismantle, detach or dispose of any part of the demolition structure or its contents.
18. **CLEARING AND GRUBBING**  
Vendor shall cut and remove unmarked trees and shrubs from the area identified on Exhibit A. All tree and shrub roots shall be pulled or grubbed to a depth of at least six inches. Grubbing shall not occur where it may damage roots of marked trees.
19. **NEW FENCE INSTALATION**  
Vendor shall install two sections of woven wire fence. The east section shall extend from the Payne Avenue gate approximately 25 feet to the corner of an existing fence located across the street from the subject property. The west section shall extend from the same gate approximately 25 feet through the grubbed area identified in Exhibit A.
- a. Fabric: Use fabric that meets the requirements of ASTM A 116, Design Number 1047-6-11, with Class 3 coating. As an alternative, vendors may use aluminum coated steel that meets the requirements of ASTM A 584, Design Number 1047-6-11.
- b. Corner posts shall be pressure treated wood that have a minimum length of 6 ½ feet and set or driven to a minimum depth of 24 inches. Posts shall not have a diameter of less than 6 inches (+/- 0.5 inches). The wood posts should be new, sound, free of bark, and free from decay with all limbs trimmed substantially flush with the body. They should be substantially straight throughout their length.
- c. Steel line posts shall be “tee” type with suitable corrugations, knobs, studs, or grooves for fastening line wires with attached anchor plate. They shall be painted or galvanized and have a minimum weight of 1.33 pounds per foot exclusive of anchor plate. Line posts shall be placed no less than 10 feet apart.
- d. Barbed staples that are a minimum 9 gauge, class 3 galvanized, 1- 3/4” long, are used to secure the wire to the wooden posts. Longer staples are acceptable but must be barbed.
- e. Galvanized wire shall be 14-gauge. No aluminum wire is to be used with pressure treated wood.



### EXHIBIT "A"



NOT TO SCALE

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

**Demolition Services at 2127 Payne Avenue in Alcoa, Tennessee**  
**Solicitation Document A      General Response and Cost Section**

General Information about the Vendor	
Sign Your Name to the Right of the Arrow →	
Printed Name and Title →	
Company Name →	
Street Address →	
City/State/Zip →	
Contact Person (Please Print Clearly) →	
Telephone Number →	
Fax Number →	
Cell Number →	
Vendor's e-mail address (Please Print Clearly) →	
<p>Please acknowledge addenda have been issued by checking below as appropriate:</p> <p>None: <input type="checkbox"/> Addendum 1 <input type="checkbox"/> Addendum 2 <input type="checkbox"/> Addendum 3 <input type="checkbox"/> Addendum 4 <input type="checkbox"/> Addendum 5 <input type="checkbox"/></p> <p>Addenda are not mailed but posted at <a href="http://www.kcdc.org">www.kcdc.org</a>. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a bid.</p>	
Statistical Information	
<p>This business is owned &amp; operated by persons at least 51% of the following ethnic background</p>	
White <sup>1</sup> <input type="checkbox"/>	Black <sup>2</sup> <input type="checkbox"/>
Hispanic <sup>4</sup> <input type="checkbox"/>	Asian/Pacific <sup>5</sup> <input type="checkbox"/>
	Native Americans <sup>3</sup> <input type="checkbox"/>
	Hasidic Jew <sup>6</sup> <input type="checkbox"/>
<p>As defined on KCDC's webpage (see the "General Instructions to Vendors"), this business qualifies as being:</p>	
Small Business <input type="checkbox"/>	Section 3 <input type="checkbox"/>
	Woman Owned <input type="checkbox"/>
Total Project Cost	\$

The undersigned agrees that the following conditions are or will be met.

**NON-COLLUSION AFFIDAVIT**

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor 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, firm, or person to submit a collusive or sham offer in connection with the contract or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**AFFIDAVIT OF ELIGIBILITY**

1. The vendor is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. 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 responder.

**CONFLICTS OF INTEREST CERTIFICATION**

No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

**Demolition Services at 2127 Payne Avenue in Alcoa, Tennessee**  
**Solicitation Document B      Affidavits-Continued**

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to subagreements.

By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the bid submitted in response to this solicitation is in full compliance with the listed requirements.

ITEM	RESPONSE
<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> _____→	

# Demolition Services at 2127 Payne Avenue in Alcoa, Tennessee

Solicitation Document C

HUD Form 5369C

## Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

### 2. Small, Minority, Women-Owned Business Concern Representation

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

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

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

(c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

*For the purpose of this definition, minority group members are:*

(Check the block applicable to you)

Black Americans  Asian Pacific Americans

Hispanic Americans  Asian Indian Americans

Native Americans  Hasidic Jewish Americans

### 3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);

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

---

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

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

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

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*Signature & Date:*

---

*Typed or Printed Name:*

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*Title:*

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