

Invitation to Bid – Demolition Services May 5, 2015 Solicitation # 437-0515-36

Sealed bids will be received by the Purchasing Agent, City Hall, 700 North Garden St. Columbia TN 38401 until, but no later than 2:30 P.M. CT MAY 25, 2015. If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Assistant Finance Director, Danny King at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

Bid Instructions:

To be considered, you must submit or have on file the following:

- 1. A completed bid sheet(s) as provided with this invitation
- Vendors must have on file a current copy of the City of Columbia vendor application. Vendors may register online at <u>http://www.vendorregistry.com/columbia-tn-vendor-registration</u> or request a form by calling 931-560-1580 or email danny@columbiatn.com.
- 3. The bid envelope shall conform to the requirements of **T.C.A. 62-6-119**; whereas, the total or aggregate bid on all properties equals or exceeds \$25,000 the outside of the bid envelope shall display the name of the contractor, their license number, the date of license expiration and the license classification.
- 4. All forms must be signed by someone with the authority to bind the bidder.

All bid documents shall be returned to:

Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401. Mark outside of envelope with **Invitation to Bid Demolition Services** and opening date of bid, **05/25/2015.**

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

SCOPE OF SERVICE

The City of Columbia has identified four properties within the city limits of Columbia that are in violation of the 2006 International Property Maintenance Code. Having properly notified the owners of the violation and pursued all legal recourse to remediate the violation, the City is now authorizing that all structures on the four properties be torn down and removed. The City is seeking bids from licensed contractors to provide all labor, materials, equipment and supplies necessary to demolish and remove the violating structures.

GENERAL CONDITIONS

Acceptance of Bids: The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

Error in Bid: In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

Discount Period: Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".

Signatures on Bids: Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.

Alternate Bids: Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.

Bid Sheets: Bidders shall use the bid sheets furnished by the City. Failure to submit this sheet as required may render the bid invalid. Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the bid sheet.

Federal or State Sales, Excise or Use Tax: Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof.

Delivery: The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.

Compliance: Contractor shall abide by all federal, state and local laws and statues and obtain all permits required.

Specifications: It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.

Inspection: Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.

Bid Opening: Bids may be mailed or delivered to the Purchasing Agent in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified herein. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.

Cancellation: The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.

Permit Requirements: Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.

Multi-Year Contracts: The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.

Financial Statements: Financial statements will be submitted upon request.

Term of Payment: Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.

Complaints – Vendors

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

<u>Step One</u> - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.

a. <u>Step Two</u> – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

INSURANCE

Bidders shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The awarded vendor shall furnish a copy of an original Certificate of Insurance, <u>naming City of Columbia as an additional insured</u>. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of an award.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits .

2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).

3.Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$500,000 CSL.

HAZARDOUS MATERIALS

The City has not determined if hazardous materials exist in this structure. It shall be the contractor's responsibility to inspect the building for the existence of hazardous materials and provide for all documentation and removal as may be required by State of Tennessee or Federal Laws.

LAWS, TAXES AND INDEMINIFACTION

The successful Contractor shall comply with all applicable local, State and Federal laws. The vendor is further responsible for all taxes, including employment taxes, associated with providing services under this contract. The Vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the Vendor, his employees, or any subcontractors hired under any resulting award.

PAYMENT

Payments will be made within fifteen days after completion all work and inspection of the site by the City of Columbia Development Services Department. In order to obtain payment you must:

- 1. Request inspection of all completed work from the Development Services Department
- 2. Submit a proper invoice to the City of Columbia Codes Department , 700 North Garden St. Columbia TN 38401

CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

The following guidelines for demolition and site work shall be applicable to any and all work to be performed as part of this solicitation.

- 1. Any existing electric service to the structure must be disconnected and properly removed.
- 2. Any existing water service to the structure must to turn off at the meter.
- 3. Any existing sewer connections must be capped off at the street.
- 4. No structure shall be demolished by use of fire or explosives.
- 5. Bidder will be responsible for any and all damages to neighboring properties, streets and sidewalks not included as part of this bid.
- 6. All demolition debris shall be disposed of in a landfill designated for construction or similar debris. Copies of receipts, load tickets or other similar document issued by the landfill shall be included with and attached to the final invoice as documentation of proper disposal.
- 7. The property, after demolition and debris removal, shall be graded and contoured to the surrounding area. Graded areas shall be seeded and straw applied to prevent erosion. Clean demolition debris may be used to fill any basement areas.
- 8. Demolition shall be done between the hours of 7:00 AM and 7:00 PM, Monday through Saturday.
- 9. All work shall be done within 30 days after notification to proceed unless the time is specifically extended by the City's Code Department. Notice to proceed will be issued by the City of Columbia Codes Department.
- 10. Site inspection prior to bid is strongly encouraged although not required; however, conditions discovered after the bid opening that should have been reasonably found on site inspection shall not be grounds for a change in the bid price.

- 11. For aggregate bids under \$25,000, the contractor license number shall be included inside the bid envelope.
- 12. Bidders shall be properly licensed by the State of Tennessee to perform all required work
- 13. A permit to demolish shall be obtained for the work from the City of Columbia prior to commencing any work .
- 14. The demolition permit must be obtained within 10 days of the notification of bid award.

BID AWARD

The City reserves the right to award the bid separately by individual property or collectively as may be deemed to be in the best interest of the City of Columbia

PROPERTIES – All bidders are encouraged to inspect the properties for accuracy of the description listed and identification of issues that may affect the work to be performed. The information below came from tax records and not a visual inspection therefore the City does not warrant the accuracy of the information.

A. 510 East 7th Street – The address contains a primary residential structure of approximately 2088 square feet. Also included is a secondary structure identified as containing 640 square feet. Demolition will include both structure and include all porches, deck and outbuildings.

B. 214 Hill Street – The address contains a single residential structure. The square footage is not part of the tax information available. Demolition will include the structure to include porches, decks and outbuildings

C. 607 West 8th Street – The address contains a single story 832 square foot residential structure. Demolition will include the structure to include porches, decks and outbuildings

D. 1215 School Street – The address contains a single story 576 square foot residential structure. Demolition will include the structure to include porches, decks and outbuildings

CITY OF COLUMBIA - Page 1 of 1 BID SHEET –Demolition of Property, Solicitation 437-0515-36

Property	TAX MAP #	Total Bid
Identification		
607 West 8 th St	100D G 008	
214 Hill St.	089M B 026.00	
510 East 7 th St	099A E 005.00	
1215 School St	100E G 009	
Total Bid		

In compliance with this Invitation for Bid for Demolition Service, solicitation 437-0515-36, and subject to all conditions thereof, the undersigned offers and agrees to demolish and remove the identified structures at the price quoted above

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to quote on this Invitation, please forward your acknowledgment of NO BID. Return of <u>only</u> the Bid Sheet with authorized signature and indication of NO BID is appropriate. Failure to comply may be cause for removal of your company's name from the bid list for subject commodity.

Complete Legal Name of Firm:		
Signature:	Title	-
Name of signatory (type/print):		_
Date:		
Name on License:		
License #:	Expiration Date	