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Invitation for Sealed Bids	
Solicitation name and number	Infrastructure Work for Western Heights Phase 1 C23008
Upload responses by	2:00 p.m. on July 20, 2023
Upload your responses (<i>as one document</i>)	https://vrapp.vendorregistry.com/Account/LogOn (Can also be accessed via KCDC's webpage)
Questions about this solicitation	KCDC will not accept questions via telephone. <u>Submit questions through KCDC's webpage</u> by 6:00 p.m. on July 17, 2023.
Pre-Bid Meeting	11:00 a.m. on June 28, 2023 in KCDC's Board Room at 901 N. Broadway 37917.
Solicitation Meeting Location	The meeting is accessible through Zoom. Email procurementinfo@kcdc.org for the Zoom link.
Bid opening	The bid tabulation is posted to KCDC's webpage shortly after the bid opening time. This bid will be "opened" electronically and interested parties may attend via Zoom. To obtain the Zoom link, email procurementinfo@kcdc.org .
Award results	KCDC posts the award decision to its web page at: http://www.kcdc.org/procurement/ .
Open Records/Public Access to Documents	All document provided to KCDC are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.
Check KCDC's webpage for addenda and changes before submitting your response	



General Information

1. Background and Intent

- a. Knoxville's Community Development Corporation (KCDC) is an independent governmental entity serving as the affordable/public housing agency for the City of Knoxville and for Knox County in Tennessee. KCDC also serves as the redevelopment agency for the City of Knoxville. KCDC's affordable housing property portfolio includes 23 sites with approximately 3,525 dwelling units. KCDC also oversees approximately 4,200 Section 8 Vouchers, 82 Moderate Rehabilitation units and 20 Redevelopment areas.
- b. Definition/Clarification: KCDC uses "suppliers" as inclusive of various words describing interested parties often called "bidders," "suppliers," "contractors," "proposers" and "vendors."
- c. This solicitation is for infrastructure work at the Western Heights site which will eventually have apartments constructed on it.
- d. KCDC is seeking sealed bids from qualified suppliers to provide grading, site preparation, and infrastructure improvements that support the future development of this entire 7-acre site. This construction will mark the 1st of 4 phases of the Transforming Western Choice Neighborhood Initiative (CNI) plan. This work includes site demolition, site layout, site mass grading and earthwork, stormwater drainage and attenuation including detention pond, erosion and sediment control, and site retaining walls. See the drawings and specifications for details.

KCDC is seeking bids on the basis of assuming the site as Classified as well as Unclassified.

2. Bonds

Bid, payment and performance bonds are required if the total bid exceeds \$100,000 in value. The supplier will include all bonding costs in the base bid. Bonding requirements include:

- a. A bid bond from each supplier equivalent to 5% of the bid price. Such bid bond must accompany the bid. Bid bonds will not be returned until a contract is signed.
- b. Performance and payment **bonds** for 100% of the contract price.
- c. All bonding companies must be listed in the "Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice." Companies licensed to do business in the State of Tennessee must issue all required bonds.

3. **Changes after Award**

It is possible that after award KCDC will need to revise the requirements specified herein. KCDC reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. KCDC reserves the right to accept or reject and negotiate these charges. Such changes will not be of a “cardinal” nature.

4. **Codes and Ordinances**

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

5. **Contact Policy**

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

6. **Contract Documents**

KCDC has posted a prototype of the standard contract and rider that will be used to its webpage. Please review these documents before submitting a bid.

7. **Employees**

Supplier will:

- a. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so owner’s staff can communicate effectively with them.
- b. Ensure that employees have proper identification displayed while on the job site. Employees, while on site, must wear a company uniform or have photo identification displayed.
- c. Ensure that employee vehicles (whether corporately or privately owned), parked on KCDC property, have company identification. This may be by placards on the vehicle’s side, laminated paper with the company name placed on the dashboard or other means.
- d. Ensure that all employees working on KCDC property are properly vetted through background checks and other techniques prior to working on KCDC’s property. Any employee who, in KCDC’s judgment, is not appropriate for KCDC sites will not be sent once notice is given to the supplier.

8. **Entrance to Sites**

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

9. Evaluation

KCDC will evaluate this as a formal sealed bid and award to the “lowest and best” bidder. KCDC alone determines (using the National Institute of Governmental Procurement’s definition and other relevant sources as appropriate) the supplier’s “responsive” and “responsible” status prior to award. KCDC may take into consideration the bidder’s estimated time to complete the project in addition to the bidder’s proposed cost.

- a. Responsible means a business with the financial and technical ability to perform the requirements of the solicitation and subsequent contract.
- b. A responsive bid is one that fully conforms in all material respects to the solicitation document and its requirements, including all form and substance.
- c. KCDC reserves the right to request additional information to assist in the evaluation process including references and business ability information.

10. General Instructions to Suppliers

KCDC’s General Instructions to Suppliers are at www.kcdc.org. Click on “Procurement” and the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions found in KCDC’s “General Instructions to Suppliers.” The following paragraphs in the General Instructions to Suppliers do not apply to this solicitation: 2, 18, 26, 35, 47a, 47c, 48d, 48e, 55, 60 and 68.

11. Insurance

- a. See Appendix 1. These insurances and levels are required and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email procurementinfo@kcdc.org detailing any requested changes before this solicitation’s due date. The supplier will include all insurance costs in the base bid.
- b. Note that KCDC’s Insurance Appendix has changed and now requires your signature as well as that of your insurance agent(s).
- c. Upon notice of intent to award, your insurance agent will email questions and the proposed Certificate of Insurance (COI) to dmartin@kcdc.org for review.

12. Licensure

- a. In addition to any City or County licenses that may be required, all suppliers must be licensed contractors as required by the “Contractor’s Licensing Act of 1994” as mandated by the State of Tennessee Board for Licensing General Contractors.
- b. The State of Tennessee Contractor Licensing Board has told KCDC that one of the following licenses is required for this work because the cost will exceed \$25,000.

Any subsequent ruling by the State Licensing Board automatically revises these specifications-irrespective of the timing of the notice from the State and irrespective of the status of this solicitation.

- BC
- BC-B
- MU
- MU-B (must cover at least 60% of the work)
- Any electrical over \$25,000 would need to be subcontracted to a licensed CE

c. Throughout the term of this award, the supplier shall maintain the required licenses.

d. Additional information is at <https://www.tn.gov/commerce/regboards/contractors.html>.

13. **Liquidated Damages**

Liquidated damages of \$300.00 per calendar day for each day beyond the scheduled completion date apply and are included in the award. This applies to the scheduled completion date for each phase of the approved project schedule.

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 owner utilization permits for the work.

15. **Safety/OSHA Guideline Compliance**

a. The safety of the public is of prime concern to KCDC, and all costs associated are the responsibility of the supplier. The supplier shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.

b. The supplier will provide and place barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles as appropriate. This includes taking the necessary steps to exclude persons (residents, visitors, other contractors) from entering work areas.

c. The supplier shall ensure that the flow of vehicular traffic is impeded as little as possible during projects.

d. If work is conducted in an area (such as sidewalks providing entrance/exit to a residence, office or other similar area) an alternate access plan must be provided for handicapped persons. For instance, if gravel is placed as a temporary solution, there must be an acceptable alternate route for those in wheelchairs.

- e. The supplier will protect all buildings, appurtenances and furnishings from damage. The supplier shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- f. 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.
- g. Supplier shall comply with all other OSHA and TOSHA safety standards that apply.

16. Security

The successful supplier is responsible for providing all security for equipment, materials, personnel and tools required for this work. KCDC is not responsible for damage or losses to equipment, materials, personnel or tools.

17. Site Examination

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

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

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

18. Smoke Free Policy

- a. KCDC's Smoke Free policy is applicable to you, your employees and subcontractors. There is no smoking (traditional or electronic devices) on KCDC's property including in personal or corporate vehicles on KCDC's property. Property means all buildings, parking lots, streets, structures and land owned by KCDC.

19. Storm Water and Street Ordinances

- a. The City of Knoxville's Storm Water and Street Ordinances apply to this solicitation. The successful supplier will comply with the City's ordinances. Additional information about NPDES, BMPs, and Land Development Manual is on the City of Knoxville's Storm water Engineering Division webpage. To access the additional information, go to <http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>.
- b. Supplier is responsible for all work, remediation, repair, and monetary penalties or fines arising out of a Notice of Violation of the City of Knoxville's Storm water and Street Ordinances. The supplier shall be charged any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation. KCDC shall also charge a \$100 fee per violation for related administrative costs.

20. Subcontractors

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Carry the insurance coverages as outlined herein.
- c. Not be on the general federal government, HUD's nor the State of Tennessee's debarment lists.
- d. Not be changed without owner's permission.

21. Time for Completion

KCDC has a strong preference to have the work complete by December 31, 2023. As instructed in the document, suppliers shall provide their projected time (in the number of days following a Notice to Proceed) to complete the project as contemplated herein based as a Classified and Unclassified site. Upon award, the successful supplier will work with KCDC to develop a detailed schedule that coordinates the sequencing of the work with major milestones noted.

22. Wage Compliance Requirements

The City of Knoxville will be providing funds to KCDC for this project. As a result, the City's prevailing wage requirements are applicable to this contract in lieu of Davis-Bacon requirements.

- a. The supplier agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated § Tennessee Code Annotated 12-4-401 et seq. For the purpose of this contract, the prevailing wage rates shall be the wage rates incorporated in these documents.

KCDC reserves the right to demand the payroll records of supplier at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by supplier to provide KCDC with said records within ten working days of the written notice shall constitute a breach of this contract

- b. The supplier must display the attached wage rates and laws at the job site. Highway classification descriptions are found in the State of Tennessee Department of Labor & Workforce Development's document "Classification of Workers Under Tennessee's Prevailing Wage Law – Highway Construction Crafts." This document can be found at <http://www.state.tn.us/labor-wfd/ClassificationHighway9-13-2006.htm>
- c. The supplier and subcontractors shall submit certified payrolls to KCDC each week in which any work occurs. During construction, if the work of the supplier or subcontractor will be interrupted for a week or more, the supplier will place the following statement on the signature sheet of the payroll for the last week in which work occurred: "No additional work will be performed until further notice."
- d. In the event a work stoppage of a week or more occurs which is not anticipated, KCDC shall be furnished the following statement on the signature sheet of the payroll form for the week immediately after the week in which work was interrupted: "No work performed, and no work will be performed until further notice."
- e. When work has ceased in either case as stipulated above, the supplier or subcontractor shall note the following statement on the payroll for the week on which work is resumed: "Last previous work was performed the week ending _____."
- f. Fringe benefits are not required.
- g. For more information see <https://www.tn.gov/workforce/employees/labor-laws/labor-laws-redirect/wages-breaks/prevailing-wage.html>

2023 HIGHWAY PREVAILING WAGE RATES

CLASSIFICATION	CRAFT NUMBER	2023
Blaster	1	26.29
Bricklayer	2	18.95
Carpenter/Leadsperson	3	24.35
Class "A" Operators	4	27.37
Class "B" Operators	5	24.99
Class "C" Operators	6	26.22
Class "D" Operators	7	24.71
Concrete Finisher	8	22.61
Drill Operator (Caisson)	9	38.56
Electrician	10	35.59
Farm Tractor Operator (Power Broom)	11	17.23
Ironworkers Reinforcing	12	23.00
Ironworkers (Structural)	13	22.45
Large Crane Operator	14	28.78
Mechanic (Class I) Heavy Duty	15	30.48
Mechanic (Class II) Light Duty	16	28.22
Painter/Sandblaster	17	35.05
Skilled Laborer	18	23.09
Survey Instrument Operator	19	29.44
Sweeping Machine (Vacuum) Operator	20	23.96
Truck Driver (2 axles)	21	22.63
Truck Driver (3/4 axles)	22	23.19
Truck Driver (5 or more axles)	23	27.97
Unskilled Laborer	24	20.69
Worksite Traffic Coordinator	25	27.59

23. **Weather**

KCDC provides allowances for excessive inclement weather since this solicitation calls for liquidated damages-provided the supplier exceeds the guaranteed number of days for completion.

a. **Extensions of Contract Time**

If the basis exists for an extension of time in accordance with this solicitation, then an extension of time based on weather may be granted only for the number of weather delay days in excess of the number of weather days listed as the Standard Baseline for that month.

b. **Standard Baseline for Average Climatic Range**

The Standard Baseline is the normal and anticipated number of calendar days for each month during which adverse weather will prevent activity. Suspension of activity for the number of days each month as listed in the Standard Baseline is to be included in the work and not eligible for an extension of the contract time. The baseline number of calendar days for each month is:

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11

c. **Adverse Weather and Weather Delay Days**

1. Adverse weather is the occurrence of one or more of the following conditions which prevents only exterior activity or access to the site within a twenty-four hour period:

- a. Precipitation (rain, snow or ice) in excess of one-tenth inch (0.10”) liquid measure.
- b. Temperatures which do not rise above 32 degrees Fahrenheit by 10:00 a.m.
- c. Standing snow in excess of one inch (1.00”).

2. Adverse weather may include, if appropriate, “dry-out” or “mud” days when all of the following are met:

- a. For rain above the Standard Baseline.
- b. Only if there is a hindrance to site access or site work, such as excavation, backfill and footings.
- c. At a rate no greater than one make-up day for each day or consecutive days of rain beyond the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the KCDC.

3. A weather delay day occurs only if adverse weather prevents work on the project for 50 percent or more of the supplier's scheduled workday, including a weekend day or holiday if the supplier has scheduled construction activity that day.

d. Documentation and Submittals

1. Submit Daily Jobsite Work Log showing which and to what extent activities were affected by weather on a monthly basis.
2. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the KCDC at the beginning of the project.
3. Maintain a rain gauge, thermometer and clock at the jobsite. Keep daily records of precipitation, temperature and the time of each occurrence throughout the project.
4. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
5. Organize claim documentation on calendar month periods and submit in accordance with the procedures for claims established by the KCDC.

e. Approval by KCDC

1. If the extension of the contract time is appropriate, it will occur in accordance with the provisions of this solicitation.
2. KCDC shall not incur extra costs for any extra time increase to the contract.

Scope of Work

See attached documents provided as part of this RFP:

- Construction Drawings
- Project Manual
- Draft Construction Contract Document
- General Conditions Document
- Geotech Report

This and the preceding pages do not need to be returned to KCDC.

Solicitation Document A	General Information about the Supplier
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Note: Complete all cells even if the answer is "Does not apply"

Sign Your Name to the Right of the Arrow

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

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

Printed Name and Title

Legal Corporate Name

Street Address

City/State/Zip

Contact Person (Please Print Clearly)

Telephone Number

Cell Number

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

Addenda

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

Acknowledge addenda have been issued by checking below as appropriate:

None <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Statistical Information (Check a box in each of the next four lines)

1. This business is at least 51% owned and operated by a woman	Yes <input type="checkbox"/> No <input type="checkbox"/>
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2. This business qualifies as a small business by the State of Tennessee <i>Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
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3. This business is at least 51% owned and operated by a veteran	Yes <input type="checkbox"/> No <input type="checkbox"/>
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4. This business is owned & operated by persons at least 51% of the following ethnic background:	
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Asian/Pacific <input type="checkbox"/>	Black <input type="checkbox"/>	Hasidic Jew <input type="checkbox"/>	Hispanic <input type="checkbox"/>	Native American <input type="checkbox"/>	White <input type="checkbox"/>	Publicly Owned <input type="checkbox"/>
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Prompt Payment Discount Statement

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

Cost and Bid Information		
The total cost for the entire project based as a <u>classified</u> site is:	\$	
The total cost for the entire project as an <u>unclassified</u> site is:	\$	
Add Alternate #1: Cost to provide soil cement in the future parking lot and drive isle areas highlighted in red on sheet C902	\$	
Unit Prices		
Description – Unit Pricing for Classified Bid	Cost	Unit of Measure
Unit Price No. 1: Import and place engineered fill on site	\$	Cubic Yard
Unit Price No. 2: Excavate and dispose of unsuitable soils	\$	Cubic Yard
Unit Price No. 3: Excavate and dispose of rock	\$	Cubic Yard
Unit Price No. 4: Excavate and dispose of former building materials, foundations or abandoned subgrade utilities	\$	Cubic Yard
Time to Complete (accounting for section 23 b. hereof)		
Contractor's Estimated Time to Complete Entire Project as a Classified site:		Days from Notice to Proceed
Contractor's Estimated Time to Complete Entire Project as an Unclassified site:		Days from Notice to Proceed

Conflict of Interest

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

Drug Free Workplace Requirements

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

Eligibility

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

General

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

Iran Divestment Act

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/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.

Accuracy of Electronic Copies

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

General

11. 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.
12. The 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.




No Contact/No Advocacy Affidavit

13. Any contact initiated by any supplier with any KCDC representative concerning this solicitation is strictly prohibited-except for communication with the Procurement Division. My signature signifies that no unauthorized contact occurred.
14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to KCDC staff or Board members. My signature signifies that no unauthorized advocacy occurred.

Non-Boycott of Israel Affidavit

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 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 boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

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. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

Signed by 	
Printed Name 	
Title 	

1. INSURANCE REQUIREMENTS

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 :VIII or better. Upon award, the Contractor shall provide Certificate(s) of Insurance and amendatory endorsements 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. KCDC's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Contractor to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Contractor under this contract.

- a. **Commercial General Liability and Umbrella/Excess Liability Insurance:** occurrence version general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate with a minimum of \$5,000,000 per occurrence umbrella covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations (\$2,000,000) for one year after completion of the Project. Limits must apply separately to the work/location in this contract.

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

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.

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

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

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

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

- c. **Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws and Employers Liability with a minimum limit of \$500,000 each employee/accident/policy.
- d. **Pollution Liability Insurance:** coverage, providing defense and indemnity coverage for bodily injury, property damage, and environmental investigation and clean-up costs for pollution conditions arising from the Contractor's operations. Limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of this contract or the performance of work hereunder. Coverage may be provided on a per project basis.
- e. **Builder's Risk:** coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one-hundred percent (100%) of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Order(s). Contractor agrees to be responsible for reporting increases in the projected completed value of the work due to Change Order(s).

Coverage shall insure *without limitation* against the perils of fire (with extended coverage) and physical loss or damage including, but not limited to and without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, testing and startup, temporary buildings, portions of the work stored off site, all portions of the work in transit, debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Coverage shall insure without limitation slab on grade, excavations, foundations, caissons, tenant finish work, and retainage walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted.

Insurance is to cover all property of Contractor (and its subcontractors), Owner and all certificate holders as their interest may appear.

Coverage shall include soft costs resulting from damage or destruction to insured property on-site and while in transit including flood, earthquake and earth movement when such perils are required.

Such insurance shall cover continuing expenses not directly involved in the direct cost of construction/renovation, including expense incurred upon money borrowed to finance construction or repair, continuing interest on mortgage loans, advertising, promotion, realty taxes and other assessments, the cost to the insured of additional commissions incurred upon re-negotiating leases, and other expenses incurred as a result of property loss or destruction by an insured peril. **See paragraph "f.1." for exact naming of certificate holder and additional insured.**

e. Other Insurance Requirements:

1. Upon award, Contractor shall furnish Owner with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section. The certificate holder and additional insured:

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

2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit 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.
3. A minimum 30-day cancellation notice for all insurances (by endorsement if necessary) is required.
4. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
5. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
6. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
7. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services.

Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.

8. All policies must be written on an occurrence basis.
9. **Require all subcontractors** to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the Contractor with the exception of: ***Umbrella:*** \$5,000,000 per occurrence umbrella is preferred, but not required

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

- g. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- h. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the 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.

Certificate Holder & Additional Insured	KCDC, its officials, officers, employees, and volunteers. 901 N Broadway, Knoxville, TN, 37917
GL (Contractor & Subcontractors)	\$1M / \$2M
Umbrella (Contractor)	\$5M
Auto (Contractor & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Contractor & Subcontractors)	Statutory limits / \$500,000 Employer's Liability
Pollution Liability (Contractor)	\$1M / \$2M
Builder's Risk	All-Risk, Replacement Cost and Completed Value Form
30-day cancellation (Contractor & Subcontractors)	Required– must indicate on COI
Primary non-contributory (Contractor & Subcontractors)	Required – must indicate on COI
Waiver of Subrogation (Contractor & Subcontractors)	Required – must indicate on COI

This and the preceding 3 pages do not need to be returned to KCDC.

Insurance Agent's Statement and Certification:

I have reviewed these insurance requirements with the bidder/proposer named below and have told the bidder/proposer that the required coverage will be available and have advised the bidder/proposer of any additional costs that may be entailed with the coverages.

Insurance Agency 1 Name: _____
Authorizing Signature: _____

Insurance Agency 2 Name: _____
Authorizing Signature: _____

Insurance Agency 3 Name: _____
Authorizing Signature: _____

Bidder's/Proposer's Statement and Certification:

I certify that:

1. I have reviewed these requirements with my insurance agent(s).
2. If awarded the contract, I and my subcontractors (if any) will comply with the insurance requirements herein.
3. I/my insurance agency take no exceptions to the listed insurance requirements.
4. My subcontractors (if any) take no exceptions to the listed insurance requirements.

Bidder's Name: _____

Authorizing Signature: _____

Return this page with your bid

Appendix 2 Bid Envelope Coversheet



State Law requires certain license information on the front of your submittal. You are responsible for providing the correct information but KCDC provides this form as a guide to help you. Failure to supply such required information invalidates your bid. Attach this completed page to the front of your submittal.

Bid Due Date/Time		07/20/23 at 2:00 p.m.	
Supplier's/Firm's Name			
State of Tennessee Supplier's License Holder Name			
State of Tennessee Supplier's License Number			
Pertinent State of Tennessee Supplier's License Classification			
State of Tennessee Supplier's License Expiration Date			
Subcontractors to be used on this project (If subcontract work is not required, write "none required")			
Electrical Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	
HVAC Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	
Masonry Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	
Plumbing Subcontractor Name on the State of Tennessee's License		State of Tennessee License Number	
State of Tennessee License Classification(s)		Expiration Date of State License	

Advisements:

1. For the listed subcontractor types above, you may only list one firm.
2. State requirement information is at <https://www.tn.gov/commerce/regboards/contractors.html>

Return this page with your bid
