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Requests for Quotes

Demolition at 3401 Thomas Street

Due Date: 11:00 a.m. (Eastern Standard Time) on September 4, 2015

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

Pre-Quote Meeting: None. Submit questions to purchasinginfo@kcdc.org

To arrange a site visit contact David Cook at 755-5967 or dcook@kcdc.org. Information provided at the site visit is not binding on KCDC until it is stated in an addendum.

Quote Number: Q1608

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

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

Award Results: KCDC posts both a summary of the quotes received and the award decision to its web page at:

<http://www.kcdc.org/en/DoingBusiness/SolicitationResults.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 quotes. 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. This solicitation is for the demolition and removal of a structure at 3401 Thomas Street, Knoxville, TN (Map 081R, Parcel 012). 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. Vendors are encouraged to visit the site and to submit questions as detailed herein.

The improvement is a one-story frame structure containing +/- 840 square feet in very poor condition. The house was constructed 1983, per tax records, and contains two bedrooms, a kitchen, and a bathroom. The roof is gabled with asphalt shingles. The interior has carpet and vinyl floors with interior drywalls.

The site is also littered with various items that need to be removed.

2. **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. The successful vendor and any sub-vendors must meet and fulfill all requirements of the local building department and fire jurisdiction. This property is within the corporate limits of the City of Knoxville.

3. **CONTACT POLICY**

The vendor may not contact anyone other than the KCDC's Purchasing Division from the issuance of this solicitation until award about matters pertaining to this solicitation. Information obtained from an unauthorized officer, agent, or employee of KCDC will not affect the risks or obligations assumed by the vendor or relieve the vendor from fulfilling any of the conditions of the resulting award for the purpose of this project. Additionally, such contact can disqualify the vendor from participation in the solicitation process.

4. **DAMAGE**

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

5. **EMPLOYEES**

Vendor will:

- a. Only allow personnel thoroughly trained and skilled in the tasks assigned them to work on the KCDC job.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees. Employees may not loiter on the premises before or after job working hours.
- d. Provide at least one employee on every job assignment with the ability to clearly speak, read, write and understand the English language in order for KCDC's representatives to effectively communicate with the vendor.

6. **ENTRANCE TO KCDC SITES**

Vendor 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 unless said person is an authorized employee of the vendor.

7. **EVALUTION:**

KCDC will primarily evaluate the responses to this solicitation on cost. 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.

8. **GENERAL INSTRUCTIONS**

KCDC no longer inserts "General Instructions to Vendors" in the solicitation document. Instead, these instructions are at 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." Vendors may wish to review certain applicable HUD instructions on KCDC's webpage.

9. **IDENTIFICATION**

The vendor's employees **will** have proper identification displayed, at all times, while on KCDC property. All employees **must** wear a company uniform or have picture identification badges or other company identification at all times. Vendor vehicles are to have placards (on the doors or in the windshield) that identify the company name.

10. **INSURANCE**

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

The vendor 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 vendor 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 vendor 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 vendor 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:** Vendor 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 vendor's insurance. If the vendor 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, vendor 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 vendor's insurance) in the same manor and limits as specified for the vendor. Vendor 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 vendor 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 vendor 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 vendor 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 vendor against any loss exposures, whether as a result of the project or otherwise.
11. **INVOICING/ORDERING**
- a. Until a purchase order is in place, work is not to be performed nor are goods to be delivered. As purchase orders authorize work and obligate payment, if a vendor performs work without a purchase order in place, KCDC does not have a legal obligation to pay for the work.

b. Invoices must:

1. Be numbered
2. Have a date on them that is after the work is completed or goods delivered
3. Show the purchase order number.
4. Breakdown pricing according to the bid structure. For instance, if the award is priced by the hour, then the invoice needs to show the hours and rates. This is important so that KCDC can quickly compare the rates charged with the approved rates. For example:

ACME Company 123 Any Street Sometown, TN 37999 865.555.1212			
Invoice Date	05-31-15		
Invoice Number	12345		
Purchase Order Number	123456-123456		
Service/Delivery Date	05-28-15		
Service/Goods Details			
Item	Rate	Quantity	Total
Labor Hours-Laborer (per bid)	\$20.00	6	\$120.00
Labor Hours-Technician (per bid)	\$25.00	4	\$100.00
Rock (per ton with 8% discount)	\$50.00	1	\$50.00
Dumping Fee	\$100.00	1	\$100.00
Boards, 2 x 4, pressure treated (per bid)	\$1.00	75	\$75.00
Grand Total			\$445.00

5. Be suitable for scanning since KCDC does not maintain paper records.
 6. KCDC prefers computer generated invoices rather than hand written invoices.
- c. Invoices must be submitted within 90 days of the date the goods or services were delivered. KCDC reserves the right to not pay invoices submitted after the 90-day threshold.
- d. KCDC is exempt from all taxes levied by the State of Tennessee, its cities and counties, as well as most federally imposed taxes. However if vendors purchase goods for KCDC, the vendor must pay sales or “use tax.” Upon the placement of a purchase order or the award of a contract, KCDC will provide a State of Tennessee Sales Tax Exemption form to the vendor. If taxes are on KCDC’s invoices, they will not be paid.
- e. KCDC normally pays by electronic transfer (ACH) only. Checks are not issued. Vendors, if awarded, will need to set up the KCDC Vendor Portal to track payments.
12. **MATERIALS AND WORKMANSHIP**
Work shall be accurate, professionally finished and subject to KCDC’s approval.

13. **MEASUREMENTS AND DRAWINGS**

Drawings or measurements included with contract documents are for the convenience of the vendor. Complete responsibility for detailed dimensions lies with the vendor. The vendor shall verify all dimensions with the actual on site conditions.

14. **PERMITS**

The vendor shall obtain and pay for or cause its subcontractors to obtain and pay for all permits required to complete required work. In addition, vendor shall arrange, schedule, and pay for or cause its subcontractors to arrange, schedule and pay for all required final inspections by state, local, or independent certified inspecting authorities necessary for issuance of all required KCDC utilization permits concerning completed work.

15. **QUESTIONS**

Submit questions pertaining to this document via email with "Questions about Demolition Services" in the subject line, at least five days prior to the due date to purchasinginfo@KCDC.org.

16. **SECURITY**

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

17. **SITE EXAMINATION**

- a. Vendors are required to visit the site and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The vendor shall make such investigations as necessary so that they may fully understand the scope of the work and related facilities and complexities that may be encountered when executing the work. See the photographs attached.
- b. The failure or omission of the vendor 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 vendor of any obligation to perform as specified herein. Vendor 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 vendor is certifying that they have inspected the site and have read the solicitation and all appendices and addenda. The failure or omission of any vendor to receive or examine any form, instrument or document shall in no way relieve the vendor from any obligation in respect to its bid.

18. **STORM WATER AND STREET ORDINANCES**

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

- a. Retaining all sediments on the project site using structural drainage controls. The cost of all drainage controls shall be considered incidental to the work.

- b. No construction or demolition related materials, wastes, spills, or residues shall be discharged from the project site to streets, drainage facilities or adjacent properties by wind or runoff.
- c. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site.
- d. Eliminate erosion from slopes and channels by implementing Best Management Practices (BMPs) that may include, but not limited to, limiting grading scheduled during the wet season, inspecting graded areas during rain events, planning and maintaining vegetation on slopes, and covering erosion susceptible slopes.
- e. Additional information about NPDES, BMPs, and Land Development Manual is on the City of Knoxville's Storm water Engineering Division webpage:

(<http://www.cityofknoxville.org/engineering/stormwater/npdes.asp>).
- f. The successful vendor 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 (or Knox County as applicable) Storm water and Street Ordinances. Any cost incurred by KCDC to install structural drainage controls or remedy a Notice of Violation will be charged to the vendor and deducted from funds due for the work. KCDC shall also charge a \$50 fee per violation for related administrative costs.

19. **SUBCONTRACTORS**

Subcontractors must:

- a. Be approved by KCDC prior to beginning work.
- b. Not be on HUD's Debarment List.
- c. Carry the insurance coverages as outlined herein.
- d. Not be changed without KCDC's permission.
- e. Comply with the Davis Bacon requirements and submit certified payrolls.

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. **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.

3. **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.

4. **CLEARING AND GRUBBING**

Vendor shall cut and remove all marked trees and shrubs less than 4" in diameter from the property. 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 trees and shrubs not to be removed.

5. **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 freestanding 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 be completely removed from the site unless specifically stated in the special provisions.

The basement area is to be inspected and approved by KCDC before backfilling is started. The vendor shall contact the KCDC when removal is complete to schedule this basement inspection. Failure to do so may result in re-excavation of the basement area at the vendor's expense.

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

c. Concrete Slabs: The vendor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances.

d. Retaining Walls: Retaining walls or curbs near the perimeter of subject parcel shall be removed unless otherwise indicated in the special provisions. 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. Fences: Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved non-contract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.
- f. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.
- g. Vegetation: The vendor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush and weeds, whether standing or fallen, unless specifically stated otherwise by KCDC. The 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.
- h. Fuel Tanks: No fuel tanks are known to exist.

6. **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.

7. **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 NO asbestos containing materials. 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. The sampling report is available upon request.

- 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.

8. **MEASUREMENT AND PAYMENT**

- a. Measurement: Lump sum item- no measurement will be made.
- b. Payment: Payment will be at the contract lump sum price.
- c. Includes: Unit price includes, but is not limited to, removal of buildings, building materials, contents of buildings, appliances, trash, rubbish, basement walls, foundations, sidewalks, steps and driveways from the site; disconnection of utilities; furnishing and compaction of backfill material; finish grading of disturbed areas; seeding; placing and removing safety fencing; and removal of septic tanks and cisterns.

9. **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.

10. **PROPERTY OWNERSHIP**

KCDC is the owner. No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the 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.

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

- a. Littering Streets
 - 1. The vendor is responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by KCDC in cleaning up any litter or mud shall be charged to the vendor and be deducted from funds due for the work.
 - 2. Littering of the site is not 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 is 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 Knoxville.
- c. Protection of the Public by the Vendor:

1. Sidewalks: The vendor is 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 is 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 Knoxville; and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.
3. 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.
4. Demolition Hours:
 - a. The vendor shall comply with any restrictions to working hours. Demolition may occur between 7:00 a.m. and 6:00 p.m. on weekdays. Demolition in primarily residential neighborhoods may be performed on Saturdays and Sundays between 11:30 a.m. and 4:00 p.m.
 - b. The vendor shall comply with all applicable ordinances and restrictions of the City of Knoxville.
5. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The vendor shall comply with any local noise pollution requirements, if any.
6. 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:
 - a. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.
 - b. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

7. Requirements for the Reduction of Fire Hazards:
 - a. Removal of Material: Before demolition of any part of any building, the 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.
 - b. 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 nearby for instant use.
 - c. Fires: No fires of any kind will be permitted in the demolition work area.
 - d. 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.
 - e. 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.
 - f. 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.
8. Protection of Public Utilities: The vendor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances near the demolition sites. The vendor shall pay for temporary relocation of utilities, which are relocated at the vendor's request for his convenience.
9. 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.
10. **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.

11. **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.

12. **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.

13. **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)

14. **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 seedbed shall be prepared in the following manner and sequence:

1. Each area to be seeded shall be scarified, disked, harrowed, raked or otherwise worked until it has been loosened and pulverized to a depth of one inch and brought to the lines and grades prevent pooling of water.
 2. 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.
- b. Seeding - Seed should consist of at least 75% tall fescue with the remainder consisting of rye. It shall be sown uniformly by means of a rotary seeder, hydraulic equipment, or other satisfactory means. Seed shall be sown at the rate of 2.5 pounds per 1,000 square feet.
 - c. Mulching – The term “mulch” is commonly used to describe a variety of materials including wood and bark chips or vegetative fibers (straw or hay).
 - d. When the mulching material is hay or straw, 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.
 - e. Wood and bark chips are suitable for landscaped areas that will not be closely mowed. Wood chips require nitrogen treatment (12 pounds/ton typical rate) to prevent nutrient deficiency. If there is a wood source nearby, wood and bark chips can be very inexpensive. Wood and bark chips must be spread to an even depth of 3 inches.

15. **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: City right-of-way shall not be excavated.
- 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 Knoxville. 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 Knoxville.

16. **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.

This and the previous pages do not need to be returned.

Demolition at 3401 Thomas Q1608

Solicitation Document A

General Response and Cost Section

General Information about the Vendor

Sign Your Name to the Right of the Arrow →

Your signature indicates that you have read and agree to "KCDC's General Instructions to Vendors" on www.kcdc.org.

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) →

Addenda

Addenda are posted at www.kcdc.org. Click on "Doing Business With KCDC" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a quote.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information

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

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

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

Section 3

Small Business

Woman Owned

Cost

Total Project Cost

\$

Number of calendar days required for completion

Demolition at 3401 Thomas Q1608

Solicitation Document B Affidavits

Vendor: _____

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 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 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 award or agreement; and
4. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
5. The vendor is not ineligible for employment on public contracts because of a conviction or guilty plea or a plea of nolo contender to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award let by the State of Tennessee or any political subdivision thereof.
6. 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.
7. No employee, officer or agent of the grantee or subgrantee 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 firm selected for award.
8. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
9. 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 proposal submitted in response to this solicitation is in full compliance with the listed requirements.

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

3401 Thomas Street

