

Request for Quote

This is not a sealed bid. Quotes can be emailed or faxed to the Office of the Purchasing Division. See instructions below.

The City of Knoxville requests quotes from qualified demolition companies to demolish a residential building located at 522 Fern Street, CLT 082DG035, and to remove all demolition debris to an appropriate disposal site.

SCOPE OF WORK: The successful awardee should possess broad expertise in demolition. Services required may include the following:

1. Contractor shall be responsible for obtaining a demolition permit from the City of Knoxville office of Plans Review and Inspections.
2. Structures shall be demolished in such manner as to avoid hazards to persons and property, interference with the use of adjacent buildings, and interruption of free passage to and from such buildings. A suitable fence shall be erected around the work site.
3. All structures in the demolition area shall be completely razed and all materials shall become the property of the contractor and be removed from the site. Razing shall include, but is not limited to, all items such as posts, piers, fences, walls (including basement and foundation walls), sheds, steps, thresholds, except such items as are specifically noted by the City to remain in place. The contractor shall also be required to remove such construction at grade as non-public walks, driveways or other area pavements.
4. Wood partitions, stairways, furnaces, piping and other equipment, as well as rubbish and debris located in basements or cellars shall be removed from the site.
5. Demolition work shall be kept thoroughly wetted down to prevent the spread of dust. Contractor shall provide water and necessary connections.
6. In buildings without basements and the ground floor is of wood construction, the flooring joists and/or sleepers shall be removed. In such buildings where the ground floor is other than wood and has space under the floor, the floor shall be removed.
7. All basement floors or other paving below grade shall be removed from the site.
8. Masonry walls shall be demolished in small sections; structural steel, case iron and heavy timber framing members shall be removed individually and carefully lowered.
9. Before starting demolition, the contractor shall check to determine that all utility services are disconnected at the service mains in accordance with the rules and regulations governing the utility involved. No work shall commence on any building before utilities are properly disconnected. Sanitary sewer and water lines leading from the structure(s) to be demolished shall be securely sealed by the contractor as determined by the City. All active utility mains traversing the site shall be preserved.
10. Explosives shall not be used in the work except by prior written permission of the City.
11. All debris shall be disposed of in accordance with all applicable federal, state, and local statutes, Ordinances, and regulations or any other municipality in which said debris is disposed.
12. All basements, cellars and other excavations shall be filled with clean sand, except for the last three (3) inches which shall be of approved top soil and seeded. Septic tanks, pits, wells, etc. shall be removed before filling the excavation.
13. Contractor shall not close or obstruct any streets, sidewalks, alleys or passageways unless specifically authorized in writing by the City and proper permit obtained. No materials shall be placed or stored in streets, alleys or passageways. The contractor shall so conduct his/her operations as to interfere as little as possible with the use ordinarily made of any roads, streets, alleys, driveways, sidewalks, etc. nearby.
14. Contractor shall remove all debris and equipment and dispose of all material from the project site, and leave the ground clear of all materials, rubbish or debris and in a clean and neat condition, as demolition of each structure is completed.
15. Contractor shall preserve and protect all existing trees and shrubs on or adjacent to the site which do not reasonably interfere with the demolition work as may be determined by the City. Contractor shall be responsible for all unauthorized cutting or damage of trees and shrubs including damage due to careless operation of equipment and stockpiling of materials.
16. No burning is permitted within the project area.
17. Contractor is cautioned that the building does contain mold (mold inspection report dated September 11, 2017, copy upon request) and may contain asbestos material and/or asbestos containing material or other contaminants. It is the responsibility of the contractor to identify, remove and lawfully transfer to a licensed

landfill all such contaminants. The contractor or subcontractor performing the asbestos or other contaminant removal shall be a firm of established reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in such abatement, and shall have performed this work on previous projects. The contractor or subcontractor must hold State of Tennessee licenses for such removal and provide the City evidence of the same with submitted quote. The contractor shall comply with all laws, rules and regulations regarding such removal including, but not limited to, the requirements of the State of Tennessee Department of Environment and Conservation (TDEC) and the USA EPA National Emission Standards for Hazardous Air Pollutants Asbestos Regulations (40 CFR 61). The laboratory which the contractor or subcontractor employs shall be regularly engaged in asbestos testing, and personnel used for monitoring airborne concentrations of asbestos fibers shall be proficient in this field, and approved by the City. All contaminated material shall be disposed of in a licensed, approved landfill. The contractor or subcontractor shall submit all shipping manifests showing the means of transportation, the receiving party, location and disposition. In addition, prior to removal from the site, the contractor or subcontractor shall verify the volume of material.

18. It should be noted that there are no salvageable materials inside the structure and due to safety concerns, contractors will not have access to the inside of the structure but will have full access to the property. If a site visit is desired, please email Kathy Ellis at kdellis@knoxvilletn.gov or contact her at (865)215-2270.

In order for your quote to be considered for award, your completed form must be received by the Purchasing Division via email, fax, or hard copy no later than 2:30 p.m. (Eastern Time) on January 22, 2019. Late submissions shall not be accepted.

Prior to submitting their quotes, vendors are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.

By submitting a quote to the City of Knoxville, the submitter warrants the following:

1. The quote is good for 60 days.
2. The Quoter is licensed to conduct business in the city or county where it is headquartered.
3. The Quoter will use environmentally friendly products and services whenever possible.
4. The Quoter has not entered into any collusion with any person in respect to the pricing of this order or any other.
5. The Quoter represents and agrees to the insurance requirements, termination clause, and indemnification clause attached to this document.
6. The Quoter, to the best of its knowledge and belief, does not engage in investment activities in Iran and is not on the list created pursuant to T.C.A § 12-12-106 (available at https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)
7. The Quoter shall be responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

QUOTE SECTION

Having carefully examined the scope of work detailed above, and having familiarized ourselves with the existing conditions of the Demolition of 522 Fern Street project, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

Quote \$ _____

GUARANTEE of completion no later than: _____

Firm Name: _____

DUNS #: _____

Signature of Quoting Official: _____

Telephone Number: _____

Email: _____

Please send your written quote to either the email address or fax number shown below:

Penny Owens

Assistant Purchasing Agent

City of Knoxville

powens@knoxvilletn.gov

FAX: (865) 215-2277

GENERAL INFORMATION:

1. MODIFICATIONS: If modifications to this document are necessary, such changes will be made in the form of an addendum, posted to the Purchasing website: www.knoxvilletn.gov/bids. It is the vendor's responsibility to review the website to ascertain whether such addenda have been posted.

2. INCLEMENT WEATHER: During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that quotes are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

3. REQUIRED INSURANCE: When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 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 Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

(d.) The general liability policy shall be endorsed to include the following provisions:

1. Coverage for asbestos abatement operations as described by the contract;
2. Pollution coverage as respects asbestos for all phases of the abatement process;
3. Coverage for the placement and movement of hazardous materials from the project site to the final disposal location (may be provided in a pollution coverage form if appropriate);
4. Asbestos bodily injury coverage for employees of the City, general contractor and subcontractors so long as their designated job duties do not require them to be in the regulated asbestos abatement area; and
5. Waiver of subrogation in favor of the City.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- D. **Pollution Liability Insurance:** Contractor should procure pollution liability coverage, ISO CG 0039 or equivalent, with limits of at least one million dollars per occurrence. If the coverage is written on a claims-made form:
1. The "Retro date" must be shown and must be before the date of the contract of the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years.
 3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

E. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 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 the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

4. INDEMNIFICATION CLAUSE

The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

5. TERMINATION CLAUSE

A. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.

B. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other

provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

C. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.

D. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

E. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the City, will be required for the faithful performance of contracts of \$25,000 or more. Attorneys-in-fact who sign Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. Performance and Payment Bonds shall not be submitted with the bid, but shall be required of the winning bidder prior to issuance of a contract.

7. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.

8. Mold, asbestos, and other contaminant removal shall be done by trained and certified contaminant workers (mold, asbestos, other contaminants) and supervisor(s) through a professional, certified, and licensed company specializing in removal.

9. Contractor will be required to provide proof of proper certifications, licensures, and permitting to the City of Knoxville prior to the commencement of any work under this agreement.

10. Contractor must submit a detailed work plan with their quote; plan must include reference to all methods to be employed in containment and disposal of contaminants.

11. The Contractor's work plan must be in compliance with all applicable EPA, TOSHA, NESHAPS, and ASHARA regulations.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2____.

My commission expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

_____, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

Title _____

My Commission expires _____