

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO ENTER INTO A CONTRACT AGREEMENT WITH PATES HAULING AND DEMOLITION FOR DEMOLITION SERVICES, FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator for the Department of Economic and Community Development is authorized to enter into a contract agreement with Pates Hauling and Demolition for demolition services, for an amount not to exceed \$250,000.00.

ADOPTED: _____, 2015

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: June 16, 2015

Preparer: Tony O. Sammons for Donna C. Williams

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # _____ Citywide _____

A resolution authorizing the Administrator of the Department of Economic and Community Development to enter into a contract agreement with Pates Hauling and Demolition for demolition services in an amount not to exceed \$250,000.00.

Name of Vendor/Contractor/Grant, etc.	<u>Pate's Hauling & Demolition</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost \$	<u>250,000.00</u>	Funds Budgeted? (YES or NO)	_____
Total City of Chattanooga Portion \$	<u>250,000.00</u>	Provide Fund	_____
City Amount Funded \$	<u>0</u>	Provide Cost Center	_____
New City Funding Required \$	<u>0</u>	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	<u>0%</u>	Grant Period (if applicable)	_____

List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
_____	_____
_____	_____
_____	_____
\$ _____	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by: _____

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

**DEMOLITION SERVICES STATEMENT OF WORK
(PATES HAULING & DEMOLITION)**

Permits and Codes

The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes and Section 21 of the City of Chattanooga Code, and any other pertinent State or Federal codes and regulations. The Contractor shall secure and pay any fees or charges for the necessary permits required for the performance of all contract work.

Responsibility of Contractor for Damages

The Contractor shall be responsible for all damage to persons or property that may occur as a result of its action(s) fault or negligence in connection with the performance of any work under the Contract. The Contractor shall be responsible for the proper care and completion of all work performed until final acceptance by the City of Chattanooga (Department of Economic and Community Development).

Safety

(a) The Contractor agrees to comply with all applicable rules and regulations of OSHA and/or any other state or federal agencies in the performance of any work contained within the building codes of the City of Chattanooga and Contractor shall agree to comply with any additional safety and health measures as are determined to be reasonably necessary by the City of Chattanooga.

(b) The Contractor agrees to maintain accurate records in any case of death, occupational disease and /or injury requiring medical attention or causing loss of time of work, arising out of and in the course of performance of work under the Contract. In the event that any on the job injury occurs, the Contractor shall immediately notify the City of Chattanooga (Economic and Community Development Administrator or designee) and shall provide any requested reports concerning these matters.

Removal and Salvage of Existing Buildings

(a) The Contractor shall demolish and/or remove all buildings and structures as specified in the contract unless otherwise specified, any building or structure shall be demolished on the premises and no dwelling structure shall be removed from the premises in a whole or substantially whole condition.

(b) Upon the demolition and/or removal from the premises of a building or structure in accordance with the Contract, such building or structure or the remains thereof shall become the property of the Contractor.

(c) Storage of salvage materials and equipment by the Contractor at the project site will only be permitted during the duration of the Contract. Storage of salvage materials and equipment shall not be permitted at any time to interface with the activities of the Local Public Agency.

(d) Prior to completion of the assigned job all salvage materials shall be transported to appropriate City disposal locations, other legal disposal locations or to the Contractor's privately owned and properly zoned storage facility.

Technical Specifications

In order to fully comply with this contract, Contractor agrees that each structure is to be completely demolished, including footing, basement wall, and floors, at or below ground level (unless otherwise specified.) All areas below ground level are to be completely filled in a manner to ensure proper drainage across the filled and unfilled areas. All wells, cisterns, septic tanks and cesspools shall be properly filled to grade with existing terrain in a manner that will ensure proper drainage across the property without causing erosion. Vegetation with the exception of the trees, (unless otherwise specified will be cut to a height of no more than three (3) inches and premises shall be raked clean.

Regulations Pursuant to the "Anti-Kick Back Act"

The Contractor agrees to comply with all applicable regulation of the Secretary of Labor of the United States made pursuant to the so-called "Anti-Kick Back Act" at 18 U. S. C. 874 and any amendments or modifications thereto. Contractor shall cause appropriate provisions to be inserted in any subcontracts to ensure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statement requirement of subcontractor there under, except as otherwise provided by the Secretary of Labor.

Inspection by City of Chattanooga

The City of Chattanooga and any of its officers, agents or employees shall have the right to inspect the work at all times and at the completion thereof. Vendor must notify the office of Economic and Community Development within 24 hours of completing the assigned work. The work site will be reviewed by ECD staff within 72 hours of notification.

Subcontract

Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this contract without prior express written approval of the City of Chattanooga signed by the Administrator or designee of the Department of Economic and Community Development.

General Requirements

- a) Contractor shall provide all materials, permits, equipment and labor as required for the demolition of the designated site, and disposal of debris generated during the course of providing contracted services.
- b) Actual demolition shall incorporate the demolition and disposal of the main structures, removal of footing slabs, asphalt pavement parkways and driveways, fences, debris and other undesirable objects.
- c) All work is to be performed in full accordance with the Construction Standard and Specification of this contract.
- d) Remove and dispose of all excess material, debris and trash developed during the course of providing the contracted service.
- e) Upon completion, the Contractor shall be responsible for leaving the jobsite free of all construction debris and in an orderly state. Clean all walks, paving, and site features of dirt and other debris.
- f) Landfill Receipt must be kept on file by the Contractor and a copy of the receipt must accompany the invoice for payment.

The initial contract term shall commence upon final execution of the contract by the City of Chattanooga and shall be for a twelve (12) month period. The City reserves the right to extend the contract for two (2) additional twelve (12) month periods.

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services as well as perform and complete all Job Requests (Job) issued to him/them during the term of this contract in a timely, cost efficient, safe, and professional workmanlike manner.

Contractor shall acknowledge each Job within 72 hours.

All work shall be performed in strict accordance with the technical specifications issued with each Job, and/or incorporated herein and made a part of this Requirements Contract. In addition, the Contractor shall perform all Jobs in compliance with all applicable local, state, and/or federal codes, laws and/or regulations.

COST PROPOSAL

The Contractor agrees to supply the products or services at the prices proposed below in accordance with the terms, conditions, and specifications contained in this RFP.

Masonry, brick, block structure
Demolish and dispose of designated structure(s)

Price per linear foot - **\$2.65**

Wood frame structure (s)
Demolish and dispose of designated structures

Price per square foot - **\$2.65**

Emergency Services

Demolition and disposal of designated structure(s) in an emergency situation, when the contractor is required by the City to commence work in less than three (3) calendar days or less of notification.

Flat rate fee - \$ _____

Trailer and Mobile Home
Demolish and dispose of designated structures

Price per square foot - **\$1.98**

Miscellaneous Structures

Remove, demolish and /or dispose of small, accessory type structure (s), i.e. carports, sheds, fencing, retaining walls, etc.

Price per square foot - **\$1.30**

Basement Area

Complete demolition and disposal of designated structural area that is below grade.

Price per square foot - **\$1.00**

Excess Asphalt and Concrete

Removal of pavement driveways, slabs, sidewalks, and other undesirable objects in demolition and disposal of designated structure

Price per square foot - **\$1.00**

Excess Debris and Overgrowth

Removal and disposal of all excessive trash and overgrowth found on site that is not a part of the debris and overgrowth developed in providing demolition services based on general demolition items.

Rate per Cubic Yard - **\$14.00**

Asbestos Related Work

Removal and disposal of all asbestos materials in designated structure must be remediated by a licensed asbestos contractor.

Price per square foot – **negotiated per job**

Backfill below grade

Non-regulated and acceptable fill appropriate for growth and vegetation.

Price per Cubic Yard – **\$8.00**

Problem/Extreme Condition and Extreme Areas

Demolition and disposal of designated structures or conditions that are not a part of the site development in providing demolition services based on general demolition items shall be reviewed and agreed upon by the Contractor and City representative.

The City of Chattanooga (Economic and Community Development) reserves the right to compete or negotiate on structures that are not intact, fire damaged debris, etc.

The City of Chattanooga (Economic and Community Development) reserves the right to compete or negotiate structures that are over 5,000 square feet.

To determine the contracted rate for demolition of a specific structure, the Contractor and a City representative shall meet at the site. They shall calculate the total square footage of the building(s) under consideration for demolition. This will be obtained by measuring the outside dimensions of the outside walls of the structure, excluding the roof overhang. If the structure consists of more than one story, the area of each story will be obtained in the same manner. The total footage figure shall be reviewed and agreed upon by both the Contractor and the City representative before any work commences.

The total demolition and disposal rate for a specific location shall be determined by utilizing the total square footage agreed upon by both parties and multiplied by the contracted unit price for each item of the work.

No contract will be awarded to any proposer who, as determined by the City, has an unsatisfactory performance record, or inadequate experience, lack of organization, labor and/or equipment to perform the required services. All work is to be provided in a manner and time frame consistent with the needs of the city.

Department of Economic and Community Development

Demolition Contractors Rotation Guidelines

The City reserves the right to establish an agreement that includes multiple rewards in accordance with the prices negotiated with the contractor(s). The City also reserves the right to utilize a “rotation system” in assigning task orders to each contractor and promote timely demolition of all necessary projects.

1. A list of qualified demolition contractors shall be established based on recommendations from the City’s Purchasing Department and approved by the City Council.
2. At the beginning of each new contract term, the initial rotation shall be established alphabetically according to the company’s or individual’s first name. From the list of qualified contractors, demolitions will be assigned. Contract assignments shall follow the alphabetical rotation order.
3. A contractor is not eligible for rotation until the assigned demolition has been completed and approved as required by these guidelines.
4. Demolition contractor is assigned a specific property to demolish. If the contractor passes on the next available property to demolish because of size of job, can’t get equipment on property, or whatever reason, he will be put at the bottom of the rotation order, and have to wait until it is his turn in the rotation again.
5. A Letter to Proceed is issued to the contractor who is next in rotation. Demolition may proceed on the day the Letter to Proceed is issued. Demolition shall be completed by the date specified in the Letter to Proceed, unless changed by mutual written consent.
6. Contractors are assigned demolitions based on prior satisfactory performance.
7. Satisfactory completion of demolitions must be confirmed by the Manager of Codes, Community Service, and Neighborhood Relations, or designee before payment requests will be processed.
8. Contractors may be terminated or suspended from the contact with ten (10) days prior written notice for poor performance, failure to perform, fraud, or other justified cause other than performance issues, with written notice by the City of Chattanooga upon recommendation of the Land Development Office – Codes Enforcement.

9. The City of Chattanooga Department of Economic and Community Development reserves the right to bid or negotiate structures that are not intact, fire damaged, etc., and to award contracts for this purpose to contractors who are not in the rotation cycle.

10. The City of Chattanooga Department of Economic and Community Development reserves the right to bid or negotiate structures that are over 5000 square feet and to award contracts for this purpose to contractors who are not in the rotation cycle.