

**CITY OF CENTER POINT, ALABAMA**  
**INVITATION TO BID DATED SEPTEMBER 25, 2017 FOR**  
**DEMOLITION AND DEBRIS REMOVAL SERVICES**

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Certain private properties have been declared a nuisance by the City of Center Point, Alabama (the "City") and pose a danger to public health, safety, welfare and convenience of the residents of the City. The City requires the immediate services of a demolition and debris removal company for these properties (hereinafter referred to as the "Bidder" or "Contractor").

**INFORMATION FOR BIDDING**

Sealed bids for demolition and debris removal services for a period of ninety (90) days, upon mutual agreement of both parties, will be received by the City Clerk at City Hall, 2209 Center Point Parkway, Center Point, Alabama 35215 until **11:00 a.m., October 30, 2017**, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at <<http://www.thecityofcenterpoint.org>> or by visiting City Hall at the address shown above and requesting a copy. Additionally, notice will be posted by the City Clerk at the same locations in the City as for similar Invitation to Bid and City notices. Any addenda will be available on the internet.

The successful Bidder will be required to furnish a \$50,000 Performance Bond and a Statutory Labor and Material Payment Bond in the amount of \$50,000 on a surety company approved and duly authorized to do business in the State of Alabama.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted, any part or section of the bid and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "**SEALED BID – DEMOLITION**" and Bids are to be hand delivered or sent by any express carrier (i.e., Federal Express, Airborne, UPS, etc.) to the City Clerk, Center Point City Hall, 2209 Center Point Parkway, Center Point, Alabama 35215.

It is the Bidder's responsibility to make sure that his bid is in the possession of the City Clerk on or before **11:00 a.m., October 30, 2017**. Bids received after this time will not be considered.

## SCOPE OF WORK

### GENERAL

The City of Center Point, Alabama is seeking bids and Bidders for demolition of nuisance structures on private property listed in Attachment B to this Invitation to Bid. This is a competitive solicitation for services only and is limited to qualified service providers. The contract award will be made to the lowest price, responsive and responsible bid submitted for demolition of properties listed in Attachment B. The City reserves the right to select the bid for all properties, or for specific properties, as found to be in the best interest of and at the lowest cost to the City from the bids received. All contract amendments and modifications will be in writing.

The Contractor shall provide all labor, services, equipment, materials, and supplies necessary to demolish the structures on private property as directed by the City. A list of private properties for demolition and debris removal under this contract is included as Attachment B.

Ricky Hinkle, the City's Building Inspection Superintendent, shall coordinate, maintain records, and otherwise manage demolition and debris removal throughout the municipal limits related to this bid (the "Monitor"). Contractor will receive directives from the Monitor concerning which private properties the Contractor may enter, the nature of the work to be performed thereon, and otherwise coordinate all work. **Contractor must receive instructions to proceed from the Monitor before commencing any work on private properties.**

Contractor shall dress bare spots remaining after demolition with seeding, hay, and any necessary erosion control as directed by the Monitor.

### SPECIFICATIONS FOR DEMOLITION

The parties contemplate that the Contractor will demolish all structures on private property that are authorized by the Monitor. Among its duties related to demolition of private standing structures, Contractor shall disconnect and cap the sewer and water line, fill basement area, coordinate all required disconnects by private utility companies, and obtain all demolition or other permits associated with these operations. Contractor is to safely access structures, including garages and detached outbuildings, and remove all white goods, e-waste and debris for disposal. If Contractor encounters asbestos building materials, the Contractor shall abate such condition. Contractor will transport all Hazardous Waste (including asbestos products encountered in demolition of standing private structure) to an ADEM approved disposal site that lies outside the City. Contractor will not place Hazardous Waste on public right of way.

Specifically, at its own cost the Contractor shall:

1. Provide proof that a City of Center Point business license has been obtained;
2. Obtain a Demolition Permit from Inspection Services of the City (\$100 fee waived for City project);
3. Obtain a Land Disturbance Permit from Inspection Services of the City (Requires Certification or a \$3,000 Bond) (\$100 fee waived for City project);
4. Asbestos Abatement with County Health Department approval, if applicable and as directed by the City;

5. Utility services cut off; power, gas and sewer;
6. Demolition of entire structure, including all footings;
7. Removal, or draining/pumping to the bottom, of the septic tank with the septic tank capped or filled in, if applicable;
8. Clean site completely of debris and remove any dumpster;
9. Dress the site (seeding/hay, erosion control, etc.);
10. Call for inspections of (1) demolition and (2) clean-up; and
11. Demolish structure within thirty days of Notice to Proceed.

If the Contractor encounters ammunition, weapons, or explosives on site or during removal activities, all work shall be stopped in the adjacent area and the Contractor shall immediately notify the Monitor. Work may continue in other areas on site.

If the Contractor encounters valuables, such items shall be secured onsite and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value and the Contractor shall immediately notify the Monitor. Under no circumstance shall Contractor employees keep any found items or souvenirs.

## **DEMOLITION PROCEDURE**

The Monitor will establish the priority of and shall approve the Contractor's work areas for demolition in advance. A daily and/or weekly scheduled meeting will be held to determine approved work areas. The Monitor may choose to reassign areas at any time for any reason.

Before commencing the work, the Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the demolition area. A representative of the City, approved by the Monitor, shall be present during this inspection. The Contractor shall provide photographic and/or video documentation of the condition of work sites before beginning work, and that documentation shall be submitted to the Monitor.

The Contractor shall remove all debris and leave the site from which debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Monitor. Once the Contractor begins demolition, the Contractor is solely responsible for all aspects related to the debris, including, but not limited to the hauling and disposal of the debris. Contractor shall be responsible for tipping fees and all other related costs associated with handling and disposal of the debris.

If the City determines that any paved or concrete path to access the property is in a condition suitable to be preserved then Contractor shall not damage the paved or concrete path. Heavily damaged paved or concrete paths shall be removed at the direction of the City.

All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be mechanically loaded and capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the City. The Contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws.

Prior to commencing operations, the Contractor shall affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and a unique equipment identification number. One sign shall be placed on the equipment as directed by the Monitor. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

The City reserves the right to direct the Contractor to return to designated locations within the City at the same price specified in the bid schedule.

The Contractor shall notify the Monitor of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.

The Contractor shall provide all labor, equipment, machines and tools necessary for demolition and debris removal. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within two (2) days. The Contractor shall be responsible for all tools, fuel, lubricants, spare parts, etc. to keep equipment in good working order throughout the duration of the project.

The Contractor shall submit to the Monitor a typed listing that indicates the type of vehicle, make and model, license plate number, driver's name and Contractor equipment number.

## **SCHEDULE OF WORK**

Immediately after the contract is awarded, the Contractor will meet with the Monitor to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

The Contractor shall begin preparation for mobilization immediately after Notice to Proceed and be fully operational within 48 hours after Notice to Proceed.

The Contractor shall work during daylight hours only, a maximum of 6 days per week as directed by the Monitor. The Contractor is responsible for coordinating with the City in the event weather conditions delay or modify the proposed daily schedule.

## **ADDITIONAL REQUIREMENTS**

A significant portion of the project will occur in residential areas. The Contractor should exercise due care to minimize any damages to trees, shrubs, landscaping and general property that is not related to the demolition work. The Contractor shall repair any damages caused by the equipment in a timely manner at no expense to the City. The demolition work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project. Contractor shall notify the Monitor of damages immediately.

Contractor acknowledges that it is solely responsible for all damage to conditions and improvements on that property (including, slabs, sidewalks, driveways, landscaping, septic tanks, private streets or roads, etc.) (“Owner Property Damage”). Contractor agrees that it will indemnify, defend and hold harmless the City, the State of Alabama, and the United States of America, and their respective officers, agents and employees from any claims, demands, expenses or actions for such Owner Property Damage, including Owner Property Damage claims resulting from the negligence in whole or part of the City or its representatives, but excluding such Claims caused by the sole negligence or willful misconduct of the City or its representatives.

The Contractor shall use equipment and perform work in a manner to prevent damages to the City’s infrastructure and adjacent rights of way (“ROWs”), including all curbs, street surfaces and landscaped areas. Contractor acknowledges that it is solely responsible for any and all damage to City’s infrastructure that it accesses or uses in the performance of this contract, whether the City has authorized Contractor’s access to the public street or ROWs (“City Property Damage”). The Contractor shall repair any such damages to City’s infrastructure caused by the Contractor’s equipment in a timely manner at no expense to the City; provided that Contractor shall not be obligated to reimburse the City for City Property Damage resulting from the negligent or willful acts of the City or its other representatives.

The City shall have the right to require the selected Contractor to redo any work that is not done satisfactorily and in accordance with the specifications and/or standards stated. Such work needing to be redone shall be performed promptly and at no additional cost to the City, either during or after the expiration of the resulting agreement.

Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the selected Contractor, the proper authorities of the utilities involved, or property owner involved, shall be consulted by the selected Contractor prior to performing any work activity and all requested reasonable precautions by any such authority or persons shall be complied with.

The selected Contractor shall contact the appropriate utility call service to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before demolition and debris removal operations.

The Contractor and its personnel shall not use equipment or labor authorized for demolition or debris removal under this contract for private work during the working hours designated under this contract.

Contractor acknowledges and agrees that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its improper handling, disposal or hauling of materials.

Any questions concerning this **SCOPE OF WORK** and **BID SPECIFICATIONS** should be addressed to Ricky Hinkle, phone 205-854-4617, Ext. 3, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

### **BID SPECIFICATIONS**

Bids will be considered only from responsive/responsible sole owners, partnerships or corporations with a proven record of competent service in demolition and debris removal who can demonstrate a current capability to properly, and in a timely manner, perform demolition and debris removal. The Bidder must be able to provide documentation to demonstrate the entity has been in business for a minimum of five (5) years prior to the date this bid is submitted and have experience with demolition and debris removal. The Bidder selected must have submitted a responsive and responsible bid to Attachment B that conforms to this Invitation to Bid. While the bid price will be the primary factor of consideration, other important factors will also be considered to determine whether the Bidder is a responsible Bidder. If a Bidder is determined not to be responsible, they will not receive any award, regardless of how low their bid may be.

The amounts bid by Contractor include all use, lease or other taxes, and all expenses for personnel and equipment (including fuel), that Contractor will incur to provide demolition and debris removal services. Unless otherwise agreed in a writing signed by both parties, the compensation payable by the City is limited to the amount set forth in the Bid Form. The City will not pay any other sum attributable to taxes, costs or expenses that Contractor may incur in providing services under the contract.

In order to determine responsibility, each Bidder must submit with his bid the following:

- A. Summary of Qualifications: Provide a description and history of the firm which summarizes Bidder's experience in all aspects of demolition and debris removal (reference resources, operations, planning, contract management, and accounting systems.)
- B. Past Projects: Provide a table of past projects, including dollar value of contract, and contact information for the client.
- C. Environmental Requirements: Describe your experience and understanding of environmental requirements. This must include handling and disposal of Hazardous Waste (including asbestos containing materials). Contractor or subcontractor (if used) must submit evidence of proper certification to handle asbestos related materials.
- D. Solid & Hazardous Waste: Describe your experience and understanding of Solid & Hazardous Waste Management.
- E. Equipment: Provide a list of Contractor owned demolition and debris removal equipment, along with evidence of ability to lease or obtain additional equipment if necessary. Contractor is to use mechanical equipment to load and reasonably compact debris into trucks and trailers. Rubber tire equipment is to be used to load from street area. Track equipment is not to be used unless approved by the City in writing.
- F. Litigation Summary: Provide a list of all claims, arbitrations, administrative hearings, and lawsuits brought by any past clients against your company during the last five (5) years (give explanations where possible).

- G. Provide a list (by name) of all permanent workers currently employed and available for this contract, along with evidence of ability to obtain additional manpower if necessary.
- H. The approximate amount of working capital (money in the bank) that is available if needed to temporarily rent equipment, hire day laborers, fix broken equipment, pay landfill dumping fees, etc.
- I. A certificate of insurance documenting current general liability insurance coverage (either primary or combination of primary and umbrella coverage) with limits of not less than \$1,000,000 total with a maximum of \$1,000,000 for each occurrence with \$2,000,000 umbrella coverage and shall include, but not limited to, personal injury, property damage, vandalism, property loss and theft. Bidder shall also have automobile liability insurance with limits of not less than \$1,000,000 bodily injury per occurrence, \$1,000,000 property damage or combined single limit of \$1,000,000. Bidder shall carry Workman's Compensation coverage in an amount adequate to comply with statutory requirements.  
  
Such insurance policies shall name the City as an additional insured and shall contain an endorsement providing that the City will be given not less than a thirty (30) day notice in writing prior to cancellation or change of coverage provided by said policies. Successful Bidder is also required to include the City's bid number on the evidence of insurance. Insurance shall be through companies authorized to do business in the State of Alabama.
- J. Include the notarized affidavit and warranty related to non-collusion (see Attachment A).
- K. Bidders must comply with §§ 31-13-9 *et seq.* Code of Alabama 1975. The Bidder must provide documentation that they are enrolled in the E-Verify program along with their bid and the award of the contract is conditioned on the Bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien with the State of Alabama.
- L. Provide a listing of any/all subcontractors you plan to use along with the percentage of work to be performed by each. Any additional subcontractors after award must be approved by the City.

**NOTE:** All the above information is to be submitted with the bid or the bid may be deemed nonresponsive, and may not receive further consideration.

### **AWARD OF SERVICES**

The final award will be made to the lowest most qualified, responsive, and responsible Bidder, or Bidders, as determined in accordance with evaluation criteria, policies and procedures solely identified by the City.

### **NEGOTIATIONS**

The City reserves the right to negotiate the terms of the contract with any of the evaluated Bidders. Should the successful Bidder and the City fail to come to agreement, the City may at its sole discretion award services to the next lowest qualified, responsive and responsible Bidder. The Bidder to whom the contract is awarded shall be required to enter into a written contract with the City in a form approved by the Mayor and City Attorney. **This Invitation to Bid and the Bidder's bid, or any part thereof, shall be**

**incorporated into and made a part of the final contract.** The City also reserves the right to award contracts without negotiations as deemed necessary by the City.

### **SUBLETTING OR ASSIGNING OF CONTRACTS**

Successful Bidders shall not assign their award to any other Bidder without prior written approval from the City. Awards shall not, under any conditions, be assigned to an unsuccessful Bidder who was rejected because they were determined to be a nonresponsive and/or nonresponsible Bidder. Such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all of the subcontractor's work, including failures or omissions; and his removal may be required by the City, as in the case of an employee.

The Contractor shall be fully responsible to the City for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between the City and any such subcontractors, suppliers, or other persons, or organizations, nor shall it create any obligation on the part of the City to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organizations, except as may otherwise be required by laws and regulations.

### **ASSURANCE OF PERFORMANCE**

The successful Bidders will be required to furnish a Performance Bond in the amount of \$50,000, and a Statutory Labor Bond and Material Payment Bond in the amount of \$50,000 by a surety company approved and duly authorized to do business in the State of Alabama, made payable to the City, the value of each is to be good for six (6) months from the date of the contract for demolition and debris removal. Bonds must be presented to the City within twenty-four (24) hours of notice of award and prior to the commencement of any work.

### **INDEMNIFICATION**

Bidder shall defend, indemnify, and hold harmless the City of Center Point, and its agents, employees and officials, (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Bidder, hereafter a "Bidder Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Bidder's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Bidder or any Bidder Representative may encounter; or (c) the use or occupancy of the work sites by Bidder or any Bidders representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Bidder to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.



## LICENSES AND CERTIFICATES

Contractors and their subcontractors must possess all applicable licenses, including but not limited to those issued by the City of Center Point, Jefferson County, and the State of Alabama. The City reserves the right to require documentation that each Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Alabama. If a Bidder is required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this Invitation to Bid, the City reserves the right to require the Bidder to provide documentation of a current license and/or certification before considering the Bidders bid and/or before awarding the contract.

## CONTRACTOR'S OBLIGATIONS

The Contractor shall provide all labor, personnel, tools, equipment, transportation, supervision and all other services and/or facilities (including temporary power generation, communication equipment and base camps/housing for Contractor's staff) necessary to accomplish the **SCOPE OF WORK** as described herein.

The Contractor shall provide demolition and debris removal services in a good, workmanlike manner in accordance with accepted industry practices.

The Contractor shall comply with all federal, state and local safety and health requirements.

The Contractor's employees or subcontractors shall not exhibit any discourteous behavior or behavior that is or could be interpreted as sexual harassment, or harassment of any kind to the public, City staff or other Contractors or consultants. The Contractor's employees and subcontractors shall not discriminate against any person in the performance of this contract on the basis of race, sex, religion, or national origin.

The Contractor shall conduct operations in such a manner as to minimize property damage to public and private property caused by its negligent acts or omissions or willful misconduct during the course of performance under this contract.

All billing statements must be submitted with a detailed report of services performed. All backup documentation supporting the charges must be attached with the billing statement. The report must meet the City's requirements for invoicing and be approved prior to the invoicing process.

The Contractor shall not make any attempt to charge any resident, business or institution for work performed under this contract nor shall the Contractor or anyone employed or subcontracted by the Contractor accept any additional monies from any person, resident, business or institution for work performed under this contract.

The Contractor shall not solicit work from private citizens or others to be performed in the designated City other than authorized subcontractors, during the period of this contract.

The Contractor shall provide the City with an updated list of all subcontractors, including phone numbers of contact personnel.

Prior to issuance of a Notice to Proceed, the Contractor shall provide the City with an affidavit stating there is a signed contract between the Contractor and each subcontractor.

The Contractor shall immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor shall be responsible for removal and containment of all leaked fluids from the affected soil and pavement.

The Contractor shall not conduct operations generating noise levels above that normally associated with routine traffic from dusk until dawn, or as otherwise directed by the Monitor.

The Contractor shall supervise and direct the work under this contract, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes and fees necessary to perform under the terms of the solicitation.

Any unusual, concealed or changed conditions are to be immediately reported to the Monitor. The Contractor shall be responsible for the protection of existing utilities, sidewalks, roads, buildings, and other permanent fixtures.

The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under this solicitation. Copies of all permits shall be submitted to the City. Costs of permits will be borne by the Contractor.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to his/her activities. Such costs may include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third party claims imposed by any regulatory agency or by any third party as a result of noncompliance with Federal or local environmental laws and regulations or nuisance statutes by Contractor, his/her subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.

The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements of this solicitation. The work will be closely monitored by the City and the Monitor.

Contractor acknowledges, represents, and warrants to the City that it is familiar with all laws relating to disposal of the materials remaining after demolition and debris removal as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, or any other Federal, State or local agencies or authorities.

Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in the **SCOPE OF WORK** shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the **SCOPE OF WORK**.

Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

The Contractor shall provide and submit to the City, all reports and documents as may be necessary to adequately document its performance of this contract, in accordance with applicable policies of the State of Alabama. In providing the above data, Contractor has taken into account all contingencies foreseeable by anyone with the expertise and knowledge in demolition, including, but not limited to, the related regulatory agencies' requirements.

### **SAFETY STANDARDS**

Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the City and coordinated with appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with local traffic codes.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this solicitation. At a minimum, one flag person should be posted at each approach to the work area.

Contractor(s) shall protect from damage all existing improvements in areas of the work and in areas contiguous to the work, including but not limited to fire hydrants, fences, mail boxes, sidewalks or walkways (asphalt or concrete ) etc., and will restore any damage as provided herein. If the Contractor fails or refuses to repair such damage, the City reserves the right to have the necessary work performed by others, and to deduct the cost(s) therefore from payments due the Contractor. The Contractor's personnel shall be properly equipped with the required safety equipment, hard hats, clothing or any other safety materials that are necessary to perform the required work.

### **PAYMENT**

Contractor shall submit its billing statement upon completion of the work and inspection and approval by the Monitor. All billing statements submitted for payment shall be original and should be sent to the Monitor, with a copy to the City Clerk, at 2209 Center Point Parkway, Center Point, Alabama 35215.

Billing statements should include company name and address, locations of where work has been done, to include street names by crew(s).

Retainage will be withheld from the invoice in the amount of 10% of the invoice amount. Retainage will be released within thirty (30) days of the completion of the work and the resolution of all complaints including billing reconciliation and damage claims or approval of the Monitor.

Compensation will be based on completed demolition of specified structures and removal of debris validated by the City and its Monitor. Payment will be based on the Contractor's price as stated on the bid schedule.

## **TERMINATION**

The contract between the City and the Contractor may be terminated at any time for the convenience of the City. The City agrees to pay the Contractor for all actual work completed through the termination date.

The contract between the City and the Contractor shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: (1) unsatisfactory job performance or progress, (2) defective work, (3) disputed work, (4) failure to comply with material provisions of the contract, (5) third party claims filed or reasonable evidence that claims will be filed, (6) other reasonable cause, (7) or Contractor otherwise fails to cure any other deficiency identified by the City within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securities securing the contract and payment of any reasonable attorney's fee incurred in enforcing this contract.

## **LAWS AND REGULATIONS**

Bidders must comply with §§ 41-16-50 *et seq.* and 31-13-1 *et seq.* of the Code of Alabama 1975. The bidder must provide documentation that they are enrolled in the E-Verify program along with their bid to comply with § 31-13-9, Code of Alabama 1975 and the award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama.

All applicable State of Alabama and federal laws, ordinances, licenses and regulations of the City shall apply to this Invitation to Bid throughout, as the case may be, and are incorporated herein by reference. The purchase of the services covered in this Invitation to Bid shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

**ATTACHMENT A**

**NOTARIZED AFFIDAVIT AND WARRANTY:**

The Bidder warrants that the bid submitted is not made in collusion with any other Bidders, or in the interest of or on behalf of an undisclosed party; that the Bidder has not, directly or indirectly, induced any other Bidder to put in a sham bid or to refrain from making a bid; and that Bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Center Point in awarding demolition and debris removal services, and everything contained herein is warranted by the Bidder to be true.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
BY TITLE

**ATTACHMENT B**

**LIST OF PROPERTIES**

1. 436 Woodland Court N.E., Center Point, AL 35215
2. 505 Tupelo Way, Center Point, AL 35215
3. 1657 6<sup>th</sup> Place N.W., Center Point, AL 35215
4. 225 23<sup>rd</sup> Avenue N.W., Center Point, AL 35215
5. 1700 5<sup>th</sup> Place N.W., Center Point, AL 35215
6. 213 23<sup>rd</sup> Avenue N.W., Center Point, AL 35215
7. 2620 5<sup>th</sup> Street N.E., Center Point, AL 35215
8. 308 23<sup>rd</sup> Avenue N.E., Center Point, AL 35215
9. 1316 Huffman Road, Center Point, AL 35215
10. 1400 Huffman Road, Center Point, AL 35215

## BID FORM

Submitted below is my firm bid for demolition and debris removal services, in accordance with the City of Center Point's Invitation to Bid dated September 25, 2017, for Demolition and Debris Removal Services. I understand that my company's address as I have furnished on this bid form, is the address that will be used by the City for any and all correspondence with me unless and until the City is notified in writing of a change. Prices quoted are f.o.b. Center Point, Alabama delivered and I am bidding in accordance with specifications except as listed below.

PROPERTY ADDRESS	PRICE <sup>[1]</sup>
436 Woodland Court N.E.	\$
505 Tupelo Way	\$
1657 6 <sup>th</sup> Place N.W.	\$
225 23 <sup>rd</sup> Avenue N.W.	\$
1700 5 <sup>th</sup> Place N.W.	\$
213 23 <sup>rd</sup> Avenue N.W.	\$
2620 5 <sup>th</sup> Street N.E.	\$
308 23 <sup>rd</sup> Avenue N.E.	\$
1316 Huffman Road	\$
1400 Huffman Road	\$
<b>TOTAL</b>	\$

Note [1]: Prices shall include all labor (operators, laborers, and supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the **SCOPE OF WORK** herein. The price for managing debris represents the cost from cradle to grave unless otherwise noted.

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origin.

**EXCEPTIONS TO SPECIFICATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Post Office Box

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Terms of Payment

\_\_\_\_\_  
Delivery Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Cell Phone Number