CITY OF ANNISTON
P.O. BOX 670
ANNISTON, ALABAMA 36202

April 24, 2015

Invitation for Bid
Number COA2015-B-007
Bids to be opened at
9:00 a.m., Central Time,
May 12, 2015, in the
City Council Chambers

INVITATION FOR BID

Gentlemen:

Sealed bids will be received for the demolition of substandard structures including removal and disposal of asbestos containing materials by the City of Anniston, Alabama, at the Purchasing Office in City Hall until the above time and date. Bids received after the above time and date will be considered non-responsive and will be returned unopened.

Sincerely,

Alan B. Atkinson
City Clerk

CITY OF ANNISTON
P.O. BOX 670
ANNISTON, ALABAMA 36202

April 24, 2015

Invitation for Bid
Number COA2015-B-007
Demolition of Substandard Structures
Removal and Disposal of ACM
From Substandard Structures

PRE-BID CONFERENCE
April 30, 2015
2:00 P.M., OLD COUNCIL CHAMBERS
ANNISTON CITY HALL
1128 GURNEE AVENUE
ANNISTON, ALABAMA

A MANDATORY PRE-BID CONFERENCE will be conducted at the above time and date for anyone interested in bidding on the demolition of substandard structures including removal and disposal of asbestos containing materials Invitation for Bid Number COA2015-B-007. The specifications for this project will be discussed and all questions will be answered at this time. BIDS WILL NOT BE ACCEPTED FROM ANYONE THAT DOES NOT ATTEND THIS PRE-BID CONFERENCE.

Sincerely,

Alan B. Atkinson
City Clerk

1. **BID BONDS:** Each bidder shall submit with his bid, a BID BOND with good and sufficient surety or sureties acceptable to the City of Anniston, or Bid Bond may be in the form of a Firm Commitment, such as a postal money order, certified check, cashier's check, etc. Bid Guarantees other than Bid Bonds will be returned (a) to unsuccessful bidders as soon as practical after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted. FAILURE TO FURNISH A BID BOND IN THE PROPER FORM AND AMOUNT BY THE TIME SET FOR OPENING OF BIDS WILL CAUSE REJECTION OF THE BID. Bid Guarantee shall be in the amount of five percent (5%) of the bid price or $100,000.00 whichever is lesser. The Bid Bond Penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

2. **PERFORMANCE BONDS:** Within ten (10) days after the prescribed forms are presented to the bidder to whom award is made for signature, one (1) bond shall be executed, with good and sufficient surety or sureties acceptable to the City of Anniston. The penal sum of each bond shall be as follows:

   A. Performance Bond: The penal sum of the Performance Bond shall equal on hundred percent (100%) of the contract.

   NOTE: Any bonds required will be furnished by the contractor to the City of Anniston prior to commencement of contract.

3. **REQUIRED INSURANCE:** The contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

   A. Comprehensive bodily injury and property damage liability:

      a. Injury to or death of any one person - $500,000.00
      b. Each accident or occurrence for bodily injury liability - $500,000.00
      c. Each accident or occurrence for property damage liability - $500,000.00

Workmen's Compensation Insurance – As prescribed by the Workmen's Compensation Law of the State of Alabama.

   B. Prior to commencement of work hereunder, the Contractor shall name the City of Anniston as additional insured and furnish a certificate of insurance to that effect of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the City of Anniston in such insurance shall not be effective until ten (10) days after written notice thereof to the Purchasing Department of the City of Anniston.

C. The contractor agrees to insert the substance of this clause, including this paragraph C, in all subcontracts hereunder.

4. Bidders should carefully examine the specifications and fully inform themselves as to all the conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications or other documents or should he be in doubt as to the meaning, he should at once notify the City Clerk and obtain clarification prior to submitting a bid.

5. The City of Anniston reserves the right to accept or reject any or all bids or any portion thereof.

6. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid Section 3, Segregated Facility, Section 109 and E.O. 11246 and also to the Fair Labor Standards Act (FLSA) and the Copeland Act (Anti-Kickback Act).

7. The City of Anniston encourages the participation of Minority Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs).

BID SCHEDULE

DESCRIPTION:

Furnish all plant, labor, materials and equipment necessary for demolition and removal of substandard structures and clean and clear lots at the locations listed below. The contractor shall furnish all plant, labor, materials and equipment necessary for the removal and disposal of all asbestos containing materials (ACM) from the substandard structures prior to demolition at the locations listed below.

The contractor performing the removal and disposal of all asbestos containing materials (ACM) shall be a certified contractor approved by the Alabama Department of Environmental Management (ADEM). The removal and disposal of all ACM from the substandard structures at the locations listed below shall be performed by competent persons who are trained, knowledgeable, qualified and licensed in the techniques of abatement, handling and disposal of ACM.

Pilings and structures shall be leveled to ground level; foundations, pilings and concrete pads shall be removed. All excavations, cellars, low places, etc., shall be filled with clean, inert fill, not to include debris from the demolition, and the entire lot shall be graded to prevent water from standing.

Appropriate erosion control measures (hay bales, silt fencing, etc.) shall be installed, where necessary, to prevent sedimentary run off from the property.

Appropriate measures shall be taken to minimize dust generated by demolition activities. Specifically, water spray shall be utilized during demolition and grading activities to keep dust to an absolute minimum.

The entire lot shall be cleaned of all brush, grass, rocks, shrubbery, undergrowth, trash, and debris. All resulting materials and debris shall be disposed of at any ADEM approved landfill and dump tickets shall be available for inspection by City staff upon request. Burning or burying of debris will not be permitted. All lots shall be graded and left in a condition where the property can be easily mowed by hand.

Any trees or other objects to remain on the property shall be flagged by City staff prior to demolition.

UTILITIES

Water service lines shall be removed to the property line or water meter, whichever is more practical. Any resulting leakage or seepage of water from service lines shall be repaired at the contractor's expense.

Gas and electrical utilities shall be removed from the property in order to avoid potential safety hazards. Arrangements shall be made by the contractor with the Alabama Gas Corporation to

remove gas meters which are located on the property in a timely manner.

Sewer lines shall be plugged or capped in a manner which will not impede sewer flow from adjacent properties where "community" or "private" sewer lines require the continued operation of the sewer system on the property. Utmost care shall be taken in order to avoid any destruction or damage to underground sewer lines which provide service to adjacent properties. Any damage or destruction of sewer lines or impediments to sewer service which result from the demolition activities shall be repaired, replaced, or reinstated at the expense of the contractor.

All work must be started no later than ten (10) calendar days and completed, inspected, and accepted by the City of Anniston no later than thirty (30) calendar days from the date of the notice to proceed. All demolition permits must be obtained prior to the start of work.

Item#	Location	Amount
1.	519 Glen Addie Ave. (3 Structures)	$_____
2.	226 Mulberry Avenue	$_____
3.	526 Palmetto Avenue	$_____
4.	1629 West 13th Street	$_____
5.	1825 West 11th Street	$_____
6.	1812 Cobb Avenue	$_____
7.	1410 Cobb Avenue	$_____
8.	1407 Mulberry Avenue	$_____
9.	20 South Wilmer Avenue	$_____
10.	9 Net Street	$_____
11.	417 Elm Street	$_____
12.	1407 Glen Addie Avenue	$_____
13.	916 West 16th Street/1526 Kelly Avenue (Two separate addresses on one parcel)	$_____
	Total	$_____

The undersigned offers and agrees, if this offer is accepted within thirty (30) calendar days from the date for receipt of offers specified on page 1 of This Invitation For Bid, to furnish any or all items upon which price set opposite each item at the designated point(s) within the time specified.

_____
Name and Title

_____
Company

_____
Address

_____
Date

Discount for Prompt Payment

_____ % 10 calendar days; _____ % 20 calendar days

_____ % 30 calendar days; _____ % _____ calendar days

Corporate Certificate

Bids executed on behalf of contractors by agents must be accompanied by evidence satisfactory to the City Of Anniston, of the agent's authority to do so.

In the event a bid is submitted by a corporation, the following certificate must be executed under its Corporate Seal, provided the same officer SHALL NOT execute both the contract and the certificate.

I, _____, certify that I am the

_____ of the corporation named as

Contractor herein; that _____ who signed this

contract on behalf of the Contractor, was then _____

of said corporation; that said Contract was duly signed for and in behalf of said

corporation by authority of its Governing body and is within the scope of its corporate

powers.

In witness whereof, I have here unto affixed my hand and seal of said Corporation this _____ day of _____, _____.

(SEAL)

_____
Signature, in ink

****

If the Bid Submitted On Behalf Of a Partnership, the name of all partners will be furnished, with the understanding that the partner signing the bid is authorized to bind the partnership.

The names of all partners in the firm are as follows:

_____

GENERAL PROVISIONS

1. Award will be based on the low responsive bid.

2. Notwithstanding any other provisions set form in this solicitation, factors in evaluation of offers, received in response hereto shall be evaluated in accordance with the following "Standards for Evaluation of Offers".

Standards for Evaluation of Offers:

Factors of evaluation pertinent to this requirement are those which are set forth below. However, while certain factors are more applicable to this requirement, than others, the City of Anniston reserves the right of such flexibility in evaluation as is necessary to assure placement of the contract in the best interest of the City of Anniston.

A. Price Evaluation Factors:

1. Quoted unit and/or Aggregate Prices as Applicable: When necessary, evaluation will cover a complete analysis of costs incident to this procurement.

B. Non-Price Evaluation Factors: (Administrative factors to be considered in making award under this solicitation)

1. Record in performing other contacts.

2. Available capacity for performing the proposed award and the delivery schedule.

3. Delivery: Delivery shall be F.O.B. destination (Anniston, Alabama).

4. Inspections and Acceptance: Shall be accomplished by the City of Anniston Purchasing Agent at the F.O.B. destination point.

5. Workmanship: The materials used in fabrication of the equipment shall be new, suitable for the purpose used and free of all defects which may affect the serviceability of the finished product. Workmanship shall be in accordance with the best commercial practice.

6. Warranty: The equipment shall be guaranteed against any and all defects in materials, workmanship and/or design, which are not detected prior to acceptance which may develop within one (1) year after delivery of the equipment to the City of Anniston. Such defective units shall be replaced or corrected by the contractor at no cost to the City with all transportation charges prepaid.

TERMINATION FOR DEFAULT – DAMAGES FOR DELAY – TIME EXTENSIONS

(a). If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified In this contract, or any extension thereof, or fails to complete said work within such Time, the City of Anniston, may, by written notice to the contractor, terminate his Right to proceed with the work or such part of the work as to which there has been Delay.

In such event, the City Of Anniston may take over the work and prosecute the same To completion, by contract or otherwise, and may take possession of and utilize in Completing the work such materials ,appliances, and plant as maybe on the site of work and necessary therefore. Whether or not the Contractor's right to proceed with The work is terminated, he and his sureties shall be liable for any damage to the City Of Anniston resulting from his refusal or failure to complete the work within the Specified time.

(b.) If the fixed and agreed liquidated damages are provided in the contract and if the City of Anniston so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidate damages until such reasonable time as May be required for final completion of the work together with any increased Costs occasioned the City Of Anniston in completing the work.

(c) if fixed and agreed liquidated damages are provided in the contract and if the City of Anniston does not so terminate the Contractor's right to proceed, the Resulting damage will consist of such liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with the resulting damages if:

(1) The delay in the completion of the work arises from unforeseeable causes Beyond the control and without the fault or negligence of the Contractor, Including but not restricted to, acts of God, acts of the public enemy, acts of The City Of Anniston in either its sovereign or contractual capacity, acts of Another contractor in the performance of a contract with City Of Anniston, fires,

floods, epidemics, quarantine restrictions, strikes, freight embarges, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any such delay (unless the Purchasing Agent grants a further period of time before the date of final Payment under the contract), notifies the Purchasing Agent in writing of the causes of delay. The Purchasing Agent shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment the findings of fact justify such an extension and his findings of fact shall be final and conclusive.

(e) The rights and remedies of the City of Anniston provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CLAIMS OF LIABILITY

The Contractor agrees to save the City Of Anniston harmless from any and all claims, demands, actions, debts, liabilities, judgment costs, and attorney's fees arising out of; claimed on account of or in any manner predicated upon loss of or damage to property of or injuries to or the death of any and all persons whatsoever, if in any manner caused or contributed to by the Contractor, his agents, servants, or employees, while in, upon, or about the City Of Anniston which the work upon this contract is to be done, or while going to or departing from the same, and to save the City Of Anniston harmless from and on the account of damages of any kind which the City Of Anniston may suffer as the result of the acts of any of the Contractors, agents, servants, or employees in or about said City Of Anniston.