

Date Issued: January 31, 2022

Invitation to Bid No.: 22-014

The City of Decatur will accept sealed bids for the following material, equipment or services:

Description: **Demolition of Structures and Removal of All Materials on the City's Property Formerly ADM Site (2 W Moulton Street NW Decatur AL)**

A **mandatory** Pre-bid Meeting and site visit will be held February 15, 2022 at 10:00am on the 7th Floor of Decatur City Hall

Sealed and Marked Bids must be received before February 23, 2022 at 11:00am in the Purchasing Department 3rd Floor City Hall

Return sealed bid to:

Regular Mail

City of Decatur
Purchasing Department
P.O. Box 488
Decatur, AL 35602

Courier

City of Decatur
Purchasing Department
Third Floor
402 Lee St., NE
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Contractor's License No.

Telephone

Email

PRICE SHEET

Invitation to Bid No.: 22-014

Opening Date: February 23, 2022

Opening Time: 10:00am

Demolition of Structures on the City's Property Formerly ADM Site

Overhead Conveyors	
Buildings & Floors	
Walkways	
Ladders	
Vessels	
Less Scrap Value of Material (Estimated)	
Total Cost less Scrap Value	

Prices quoted in all bids for personal property shall be total delivered price.

- A bid bond **IS** required for this IFB.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within _____ days (not to be less than 180 days)

NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.

By signing this contract, _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Bidder Signature

Company

For questions on the project and the specifications contact David Lee at 256-341-4965 or by email at dtlee@decatur-al.gov.

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid response envelopes shall be properly identified on the front with the invitation to bid number, opening date and time. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses and signature page must be submitted on this form in ink or typewritten or the bid will be rejected. Submit this **original and (1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Non Appropriation of Funds: Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved. The City reserves the right to award this bid

to a single vendor or multiple vendors when in the best interest of the City. The City reserves the right to award parts of this bid or to reject all bid submissions.

The City of Decatur reserves the right to seek clarification of bid responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City. The City shall give the Contractor 90 day's written notice of termination.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

A Bid Bond or a certified check in the amount of five percent (5%) of the price bid, or \$10,000, whichever is least, payable to the City of Decatur, must accompany each bid. Performance Bond in the amount of one-hundred percent (100%) of the bid amount and Payment Bond in the amount of (50% of the total bid amount), will be required of the successful Bidder.

An electronic version of this bid is available on the City's website at www.decaturlabamausa.com or by emailing purchasing@decatdur-al.gov. In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

The hard copy of the invitation to bid on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid could be considered grounds for rejection of the bid response.

Materials incorporated into the Work are exempt from sales and use tax pursuant to Alabama Act No. 2013-205 (effective January 1, 2014). General Contractors and subcontractors interested in bidding are advised to contact the Sales, Use, & Business Tax Division of the Alabama Department of Revenue for information regarding required

qualifications for exemption. Materials incorporated into the project are exempt from sales and use tax. General contractors and/or subcontractors are advised that the successful bidder will be required to submit a routine application to the Alabama Department of Revenue for an exemption certificate.

Exclusion of the electronic files in a bid response is not a basis for rejection.

A BID RESPONSE MAY BE REJECTED IF:

- Bids improperly submitted or identified
- Bid bond not included
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed
- Proper licensing not included/provided as required by law

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

I am the applicant listed above. In my capacity as _____ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

E-verify Employment Eligibility Verification User Identification Number

Applicant

Sworn to and subscribed before me on this the _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

Section 34-8-8

Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.

(a) All owners, architects, and engineers preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of this chapter or the portions thereof as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, or engineer who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, and engineers receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, and engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429; Acts 1996, No. 96-640, p. 1013, §1.)

**CITY OF DECATUR, ALABAMA
Contractor Pre-qualification Form (PQF)**

This form must returned in your sealed bid submission

Safety Health and Environmental (FOR CONTRACTORS AND MAJOR SUPPLIERS)			
GENERAL INFORMATION			
1. Company Name:		Telephone:	
Street Address:	Mailing Address:		
2. Contact for Insurance Information (Name):			
Title:		Telephone:	Fax:
3. PQF Completed By (Name):			
Title:		Telephone:	Fax:
ORGANIZATION			
4. Project Description:			

SAFETY, HEALTH & ENVIRONMENTAL PERFORMANCE			
5. Injury & Illness Stats (previous 3 years)	(Year)	(Year)	(Year)
Total Recordable Incidents:	_____	_____	_____
Fatalities:	_____	_____	_____
6. Has your company received any Citations, Notice of Violations, or other penalties relative to safety, health, or environmental within the last three years?			
Yes _____ No _____			
If Yes, please provide detailed explanation.			

7. Does your organization have a "Drug Free Workplace Policy" and/or Program?

Yes No

8. Does your organization have an Accident/Incident Reporting and Investigation procedure?

Yes No

9. Do you have a Safety Orientation Program?

Yes No

10. Do you conduct field safety inspections?

Yes No

11. Do you conduct Safety Meetings?

Yes No

12. Company Safety Health and Environmental contact:

Name: _____

Title: _____

Address: _____

Phone Number: Mobile _____

Office _____

Email Address: _____

13. Company Representative:

Signature _____

Date _____

INVITATION TO BID
DEMOLITION OF A COMMERCIAL/INDUSTRIAL STRUCTURES and BUILDING

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in the work of demolition, particularly demolition of commercial and industrial buildings and structures and removal of demolition debris to appropriate disposal sites. Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

Qualifications:

A detailed description of the primary contact's background, as well as the company's background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key personnel that will be working with the City.

Requirements:

A. Ability to meet or accomplish the following Specific project requirements:

1. The City of Decatur will arrange for the retirement of all utilities. Should any water or sewer lines be encountered during the project, the contractor shall be responsible for proper capping and termination. The city shall be contacted to inspect the termination(s).
2. Care should be taken to preserve center road currently used to by Union Compress to access their facility.
3. Demolition and removal of all structures, vessels, conveyors, and any and all other structures, or appurtenances, and concrete from property. Removal shall include all slabs, footings, and foundations including below grade, fencing, etc..
4. Remove all trees and vegetation under 10 inches in diameter. The City wishes to retain any desirable, hardwood trees for future use where possible.
5. As work progresses, carefully clean and keep the project site clean from rubbish and refuse. Remove all building material, rubbish or refuse from the project site daily; no material or debris may be buried on site.
6. Furnish to the City all documentation (Landfill Receipts regarding the proper disposal of all rubbish, soil, refuse, and any other debris.
7. The successful Bidder shall keep the surface of the sidewalks and streets affected by its work, including decking and temporary paving, in a clean, neat, and safe condition, limiting to the extent possible dust and smoke on and around the project site. The successful bidder shall sprinkle with water or otherwise treat the site surface and surrounding area being used by the contractor (I.E Street, right-of-way, Etc.) sufficiently to keep down any dust generated during the process of work.
8. There shall be NO fires of any kind or burning of any debris. (Hot works required for demolition excluded).
9. Site shall be graded for proper drainage, clean soil shall be added where necessary. All voids, pits, and holes shall be filled with clean fill dirt. Any concrete or steel encountered below grade shall be completely removed. Over seed with a mixture of appropriate grass seed for climate zone and time of year. Site must be level enough to allow for hand mowing.

10. Limit hours of operation to Monday through Friday during the hours of 7:00am to 6:00 Pm. Special hours of operation outside the normal hours must be approved by the City.

The Proposal:

A response to this RFB must outline in detail the manner in which they would work with the City to fulfill City's needs. The outline at a minimum shall address:

- A. The designation and location of the bidder's primary contact (one person preferred), support staff and the associate personnel, and the overall relationship, which will be established between the bidder and the City. Further, the qualifications and experience of the primary and main secondary contacts should be included within the proposal.
- B. Communicating and coordinating procedures. Each bidder shall include, within their proposal, the pertinent form(s) to be utilized for progress report(s) to the City.
- C. The bidder's capabilities to perform the necessary demolition and clean-up.
- D. The general manner in which work will be performed.
- E. The experience and references for those who will perform work.
- F. The method of assuring total clean-up from demolition.
- G. The location to which demolition debris will be taken and description of how that will occur.
- H. Bid should include any cost to obtain necessary permit and materials as to provide compliance with the law and this bid.
- I. Plan and description of manner of meeting requirements of the Bid.

The Successful Bidder shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The bidder will not be entitled to additional compensation. In addition, the Successful Bidder shall provide all vehicles and other equipment and material necessary for the work. Bidders having questions regarding this RFB should request clarification before submitting a bid. Negligence or inattention of the Bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding the RFB contact the City for clarification.

II-5 SAFETY

The Successful Bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction industry, Labor & Economic Growth, for the Protection of workers on this project. All equipment and work shall conform to the requirements of the Occupational Safety and Health Act.

The Successful Bidder shall observe City Ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engages in the work. The Successful Bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

II-6 POLLUTION CONTROLS

Under the Authority of Section 112 of the Clean Air Act, as amended, 42 U.S.C 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants (NESHAP) on April 6th, 1973, (38 F.R. 8820). Asbestos was designated a hazardous air pollutant, and standards were set for its use and control. Demolition of certain buildings and structures was determined to be a significant source of asbestos emissions.

Contractors are required under Section 114(a) of the Clean Air Act allow EPA personnel to freely enter facilities or demolition sites, review records, inspect any demolition method, and sample or observe any omissions.

All demolition must be undertaken in compliance with the applicable provision of the Clean Air Act and 40 C.F.R Section 61.22 (d). The Successful Bidder is responsible for compliance with NESHAP. The Successful Bidder shall complete and submit "Notification of Intent to Renovate or Demolish" form to the NESHAP Asbestos Program. And provide a copy to the zoning Administrator. This form must be mailed at least **10 working days** prior to undertaking demolition.

II-7 ASSIGNMENTS OR SUBCONTRACTING:

The Successful Bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City. If the city anticipates that it will need to subcontract its duties in order to fulfill the contract requirements, that information must be disclosed in the Bidder's response.

The Successful Bidder shall indemnify and hold the City harmless from all claims arising from the forgoing payment obligations of the Successful Bidder.

II-10 DAMAGE TO PERSONS OR PROPERTY

The Successful Bidder also accepts sole responsibility for any damage to any person or damage to public or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim.

The Successful Bidder will protect, defend and hold harmless the City from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise thereof arising out of or connected with the performance of this contract, including those related to the Successful Bidder's (or its subcontractors') negligence.

II-11 INSURANCE:

A. Liability Coverages

1. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:
 - Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence.
 - Insurance covering property damage in the minimum sum of \$200,000 for each occurrence, \$100,000 aggregate.
 - Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.
2. Worker's Compensation Compliance

Successful Bidder shall comply with all requirements and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him.

A. Certificates of Insurance

Included in bid package, Bidders shall provide to the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of reduction, cancellation or intent not to renew coverages as called for above.

If Insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Successful Bidder must cease work on this bid.

B. Submission of Policies and Certificates of Insurance

The Successful Bidder shall provide the City with a copy of its required insurance policies and certificated of insurance as described above. If the Successful Bidder does not provide such materials in the time provided for, the Successful Bidder will be disqualified and the bid will be awarded to the next lowest bidder or in the creation of new request for bids.

II-12 QUALITY OF SERVICE

The City Expects the Successful Bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The Successful Bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to inconveniencing the public as little as possible, considering the service successful bidder is providing.

II-13 OPERATION OF VEHICLES

The Successful Bidder shall operate all company vehicles in a manner so as to not impede traffic flow on City Streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to all City Codes and ordinance in place at that time.

II-14 SUPPORT FACILITIES

Successful bidder shall have an available office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

II-15 BREACH OF CONTRACT AND CITY'S RIGHT TO TERMINATE CONTRACT

In The Event that any of the provisions of this bid and/or resulting contract are breached by the Successful Bidder, the City shall give written notice to the Successful bidder of the breach or pattern of behavior that constitutes the breach and allow the Successful Bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of Successful Bidder's receipt of notice. If the breach or pattern of behavior is not resolved, the City shall have the right to cancel any contract by sending written notice to the Successful Bidder of the Cancellation.

If the Successful Bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, If it should persistently disregard laws or ordinances, or it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the City may, without prejudice to any other right or remedy, terminate the contract immediately.

If the Successful Bidder fails to perform or complete the demolition and clean-up of the residential building as agreed or otherwise breaches its duties under this bid or the resulting contract, the Successful Bidder shall be responsible for any and all costs the City incurs in obtaining satisfactory performance of the project and/or litigation costs and attorney fees to enforce its right under the bid and this contract. Such relief shall be in addition to any other legal and equitable remedies available to the City.

II-16 CITY'S RIGHT TO MODIFY CONTRACT

The City, upon a minimum of ten (10) calendar days written notice from the City, may terminate the unexpired portion of the contract. The City Shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

II-18 REFERENCES

All Bidders shall include a list of current and prior projects similar to that proposed in the RFB as a references for qualifying experience. The name, address, and telephone numbers of the responsible individuals(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other municipalities and/or public sector entities within the County.

II-19 PAYMENT

The City shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment (10% of total project cost) for the completion of the project, the Successful Bidder must thoroughly clear the project site and any other place affected by the work of all debris to the City's satisfaction, in the City's sole discretion.



1 inch = 150 feet

Map created by the City of Decatur, Information Systems Department
 Every reasonable effort has been made to ensure the accuracy of this map. The City of Decatur does not assume liability arising from the use of this map. This map is provided without warranty of any kind, either expressed or implied.
 Aerial Photography flown in March 2016.
 Map created 10/11/2017

- DECATUR ADDRESS POINTS
- STREETS
- PARCELS