

**CITY OF OPELIKA
PURCHASING DEPARTMENT**

INVITATION TO BID

**LILLIE FINLEY
PURCHASING-REVENUE MANAGER**

OFFICE: (334) 705-5120

FAX: (334) 705-5128

BID DATA

BID NUMBER: 17004
COMMODITY TITLE: Residential Building
Demolitions
USER DEPARTMENT: Inspection Dept.
BUYER: Lillie Finley
BUYER TELEPHONE: (334) 705-5121
ISSUE DATE: November 22, 2016

BID OPENING

DAY/DATE: December 12, 2016
TIME: 2:00 p.m.
LOCATION: City Hall Conference Room
MAILING ADDRESS: City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

The City of Opelika Purchasing Department will receive sealed bids for **Residential Building Demolitions** as specified herein. Bids must be received by **2:00 PM on December 12, 2016** at which time they will be opened and read aloud. Late bids will not be considered nor returned.

BIDS MAY BE MAILED TO:

City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

BIDS MAY BE DELIVERED TO:

City of Opelika
Purchasing Department
204 S. 7th Street
Opelika, AL 36801

**PART ONE
GENERAL TERMS AND INSTRUCTIONS**

SECTION I TERMS AND CONDITIONS:

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The City reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
 - 1.2.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.3 Bid tabulations will not be given over the telephone. Vendors desiring bid tabulation shall enclose a stamped and self-addressed envelope with their bid.
- 1.4 Bid awards are not official until a purchase order is issued or the successful vendor is notified in writing by the Purchasing Department.

SECTION II SUBMISSION OF BID:

- 2.1 Bids received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with the bid form attached. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. State Contractor's License Number shall be listed on the outside of the envelope. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 In order to be considered, all bids must be signed by an authorized officer or agent of the company submitting the bid.
- 2.6 Bid documents shall be submitted, ***IN DUPLICATE***, to the City of Opelika, Purchasing Department.

2.7 Include a W-9 with your bid.

2.8 Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional forms, additions not called for, conditional or unconditional unresponsive bids may be rejected.

2.9 Any bid submitted with corrected errors, shall have the correction initialed by the person signing the bid.

2.10 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

SECTION III BID EVALUATION:

3.1 The City reserves the right to evaluate all bids, waive any technicalities or informalities, reject any and/or all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.

3.2 The Bid Evaluation will be made on the following criteria:

3.2.1 Bid price

3.2.2 Compliance with specifications

3.2.3 Ability to deliver product or service

3.2.4 Prompt pay discount, if offered, and meeting requirements of **SECTION 3.4

3.2.5 Delivery Date-an early delivery date may be a factor in the award of this bid

3.2.6 Experience with a project of similar size. References may be required before the award of this bid.

3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the services are being requested, nor increase the estimated maintenance and repair cost to the City.

3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 15 days after receipt of a correct invoice.

3.5 The City reserves the right to award all bids in their entirety or in part, whichever, in its opinion, best serves the interest of the City.

3.6 The City shall be the sole judge as to a bid meeting or exceeding the specifications.

SECTION IV BILLING AND PAYMENT:

4.1 The vendor shall submit an invoice to:

City of Opelika
Accounting Department
P.O. Box 390
Opelika, AL 36803-0390

4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.

4.2.1 Payment will be made by the City to the vendor upon receipt of invoice, and acceptance of the service by the City.

4.2.2 Any prompt pay discount offered will be computed from the date when final inspection and acceptance determined, or from date the correct invoice is received, if the latter is later than the date of final inspection acceptance.

PART TWO
Specifications
Residential Building Demolitions
#17004

PROJECT SPECIFICATIONS FOR:

- | | |
|--|----------------------|
| 1. 506 S. 4th Street | Sq. ft. 2,069 |
| 2. 1405 West Street | Sq. ft. 912 |

1.0 SCOPE OF SERVICES:

The City is seeking a qualified and competent contractor to completely demolish and remove residential structures in accordance with the following specifications. The following information should be of assistance in developing a proposal. If you have any questions, please contact Jeff Kappelman at (334)705-5420.

2.0 UTILITIES:

- 2.1 Any water, sewer, or electrical service to the building shall be properly terminated. The contractor shall be held responsible for damages to any utility.
- 2.2 Any gas service shall be terminated at the street and this work shall be scheduled and coordinated with the Alabama Gas Company by the contractor.
- 2.3 The water service and meter shall be removed. The contractor shall coordinate this work with Eddie Owens (705-5500) with the Opelika Utilities Board.
- 2.4 The sewer line shall be plugged or capped below grade to prevent damage or prevent flow from adjacent properties or city owned lines. The plugged lateral shall be inspected and located by the City of Opelika Public Works Department. They may be contacted at 705-5400.

3.0 MATERIALS REMOVAL:

- 3.1 Demolition work requires removal and disposal off-site of all materials. The removal shall include all building and foundation materials. All items shall be promptly removed from the site. Burning or burying of debris is not permissible. Storage or sale on site of removed salvageable items will not be permitted. The City shall not be responsible for providing a disposal site.
- 3.2 All salvageable items of value, left in the building at the time of demolition and all building materials shall become the property of the contractor.
- 3.3 Contractors shall evaluate building for asbestos or other materials considered to be hazardous. Should any hazardous materials be located, the removal shall be done in accordance with all applicable Federal, State and local rules and regulations dealing with its removal and disposition.

4.0 SITE WORK:

- 4.1 Any trees or other objects to remain on the property shall be flagged by City staff prior to demolition.
- 4.2 The entire lot shall be cleaned of all brush, grass, rocks, undergrowth and shrubbery, trash and debris. All lots shall be graded smooth and left in a condition where the property can be easily be mowed by hand.
- 4.3 Provide all fill necessary to fill any holes in the remaining floor or foundation. Any septic tank shall be uncovered and filled. Fill to be compacted and left clean. Fill material shall be clean compacted clay, free of organic matter, rubble, frost and all deleterious substance. Fill shall contain no rocks over 4" in the greatest dimension.
- 4.4 Erosion control shall be in accordance with best management practices outlined in the City of Opelika Erosion and Sedimentation Control Ordinance.
- 4.5 Use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air, to the lowest level of air pollution practical for the condition of work. Do not use water where it may create hazardous or damaging conditions to adjoining buildings.
- 4.6 Clean adjacent improvements including walks and streets of all dust, dirt and debris caused by demolition operations, as directed by governing authorities. Return adjacent areas to condition existing prior to the start of the work.
- 4.7 Upon completion of all demolition work, the contractor shall repair any streets, sidewalks, or other features scheduled to remain, that have been damaged due to this demolition, to a condition equal to or better than their preexisting conditions. Materials used for repair shall be of like kind and of the thickness, width, length, etc. as the Original, except that, asphalt may be used to replace concrete only if so ordered by the city.

5.0 TRAFFIC AND PEDESTRIAN PROTECTION:

- 5.1 Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- 5.2 Do not close or obstruct streets, walks, or other occupied or used facilities without permission from City of Opelika authorities. Provide passageways around the areas of demolition to ensure safe passage of persons in the area. Provide alternate routes around closed or obstructed traffic ways.
- 5.3 The contractor shall maintain pedestrian and vehicular traffic in the project area to the satisfaction of the police and fire departments. It shall be the sole responsibility of the Contractor to keep the police, fire and local ambulance service notified at least 48 hours in advance of changes in traffic patterns. The Contractor shall supply, install, maintain, adjust, move, relocate and store all signs, suitably lighted barricades, sidewalk sheds, traffic cones, warning lights and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic, to keep people, and vehicles from excavations, obstacles, etc.

- 5.4 Signs shall be adequate for the regulation of safety and convenience to traffic and pedestrians. The Contractor shall take other such reasonable means or precautions or as required to prevent damage or injury to other property, and to minimize dangers and inconveniences to the public by his construction operations. Contractor shall provide access to fire hydrants and other utilities. The Contractor shall limit blocking of public streets and sidewalks to the smallest space compatible with the efficient and safe performance of the work contemplated by the Contractor.
- 5.5 The Contractor shall observe and obey all local and state laws, ordinances, regulations, and permits in relation to the obstruction of a street, keeping passageways open and protecting pedestrians.
- 5.6 Suitably lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times, during the night and daytime, around all open ditches, trenches, pedestrian walkways, excavations, or other work potentially dangerous to pedestrians. Such barricades shall be constructed of 2" x 6" lumber, securely supported and braced at least 3 feet high above the ground. Barricades shall be placed on all sides and throughout the entire length and of all open ditches, trenches, excavations, or other work that must be barred to the general public. Barricades shall be properly painted to the satisfaction of the owner in order to retain a high degree of visibility to vehicular and pedestrian traffic.
- 5.7 Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the City immediately and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the contractor and may be deducted from any amount due or to become due to the contractor under this contract.
- 5.8 The Contractor shall be held responsible for any damages as a consequence of the contractor's failure to protect adjacent property from damage or the public from damage or injury.

6.0 DAMAGES:

- 6.1 All due care and caution shall be taken to protect adjacent properties from damage during demolition of the building.
- 6.2 Should adjacent property be damaged in any manner, Contractor shall immediately contact:
 - 6.2.1 Human Resources, (334)705-5130
 - 6.2.2 Jeff Kappelman, Chief Building Official, (334)705-5420
 - 6.2.3 Contractor's insurance carrier
- 6.3 Promptly repair damages caused to adjacent facilities, property, streets, and sidewalks by demolition operations as directed by the Owner and at no cost to the owner.

7.0 OBLIGATIONS OF THE CONTRACTOR:

At the time of the opening of proposals, each contractor will be presumed to be thoroughly familiar with the specifications, the site, the City's requirements, and the objectives for each element of the project item or service.

8.0 SITE INSPECTION:

- 8.1 The City assumes no responsibility for actual condition of structure to be demolished or for materials contained therein. The City also assumes no responsibility for any changes in conditions between any site inspection and actual demolition.
- 8.2 Appointments for site inspections may be made by contacting David Chapman, Building Inspector City of Opelika at (334) 705-5420.

9.0 INSURANCE REQUIREMENTS:

- 9.1 Contractor shall have, during the period of demolition contemplated, sufficient and adequate liability to protect him from claims of employees under the Workmen's Compensation or similar act, or at common law, and also from members of the public for injury, including death, and for damage to property, which may arise out of contractor's activities and operations under this contract, as well as activities and operations of subcontractors, their agents or employees. Limits of liability of such insurance shall be more particularly outlined in the specifications, and certificates of such insurance shall be furnished to the owner. If no limits of liability are specified, or if the contractor feels that limits of liability as specified are inadequate for his protection, the contractor shall provide limits of insurance as he deems appropriate.
- 9.2 Comprehensive General Liability Insurance: The contractor shall furnish, in a carrier acceptable to the City, a policy of liability insurance, providing "Independent Contractor's Coverage for the operations embraced by this contract, and with the limits of liability of a minimum of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
- 9.3 Comprehensive Automobile Liability Insurance: Liability limits of a minimum \$1,000,000.00 any one accident.
- 9.4 Workman's Compensation Insurance: The contractor shall maintain Workmen's Compensation Insurance for all his employees to be engaged in work on the project and, in case of any work sublet, the contractor shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Workmen's Compensation Insurance. In case any class of employees is engaged in hazardous work on the project under the Workmen's Compensation Insurance Statue, the contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected.
- 9.5 The Contractor shall expressly agree to at all times indemnify, defend and save harmless the City of Opelika and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggravement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of the contract and shall not be limited by reason of any insurance coverage. The providing of any insurance

required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by or otherwise.

- 9.6 The City of Opelika and its employees shall be named as additional insured on the Contractor's Comprehensive General Liability policies.
- 9.7 The contractor shall provide the City with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the City be given at least 30 days' prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Contractor shall provide Certificates of Insurance before commencing work in connection with the contract.
- 9.8 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

10.0 ASSIGNMENT OF CONTRACT:

The successful contractor agrees that he will not assign, transfer, or subcontract any portion of the award without the expressed written consent of the City.

11.0 BONDING AND LICENSE REQUIREMENTS:

- 11.1 Bid Bond: Alabama State Law (41-16-50C) requires a bid guaranty on any bid exceeding \$10,000.00 for services, equipment or materials. This guaranty shall be for an amount equal to 5% of the bid amount but shall not be for more than \$10,000.00. The bid guaranty may be in the form of a bid bond, certified check, or cashier's check. The guaranty shall be made payable to the City of Opelika and shall be in effect until a contract is executed or otherwise secured.
- 11.2 Performance Bond: Any person, firm or corporation entering into a contract resulting from the requested proposals shall provide, payable to the City of Opelika, a performance bond equal to 100% of the contract price, and in addition thereto, another bond equal to 50% of the contract price, with the obligation that such contractor shall promptly make payments to all persons supplying him with labor, materials, or supplies and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on said bond.
- 11.3 Contractors License: Attention of contractors called to the license required by Title 34, Chapter 8, Code of Alabama, 1975, as last amended, relating to the licensing of General Contractors. No price will be considered from anyone except a qualified Contractor properly licensed by the State Licensing Board as a General Contractor if required by this statute.
- 11.4 All contractors submitting prices on this project shall provide a copy of his current Alabama General Contractors license.
- 11.5 Before performing any work, the Contractor must obtain a City of Opelika business license, as well as the proper building permits necessary to perform the work.

12.0 PROSECUTION AND PROGRESS:

- 12.1 NOTICE TO PROCEED: The Owner will, after award of a contract, issue to the Contractor in writing, a Notice to Proceed. The beginning of the time allotted for the Contract completion will

be ten (10) days after the date of the Notice to Proceed, or the day on which Work is actually started, whichever occurs first.

- 12.2 PROSECUTION OF WORK: The contractor shall begin the Work to be performed under the Contract within ten (10) days after the issuance of the Notice to Proceed, and he shall give the Chief Building Inspector definite notice of his intention to start Work at least seventy-two (72) hours in advance of beginning Work. A demolition permit shall be obtained prior to beginning demolition.
- 12.3 The Contractor must continuously and diligently prosecute the Work in such order and manner as prescribed by the specifications to complete the Work within thirty (30) days. The Contractor shall employ an ample force of men and provide construction plant properly adapted to the Work and of sufficient capacity and efficiency to accomplish the Work in a safe and workmanlike manner at the rate of progress deemed necessary to insure completion within the time set forth in the bid
- 12.4 Should the Contractor fail to maintain a satisfactory rate of progress, the Chief Building Inspector, will require that additional men and/or plant be placed on the Work, or a reorganization of plant layout be effected in order that the Work be brought up to the required progress schedule and maintained there. Should the Contractor fail to furnish suitable or sufficient tools, machinery, equipment or force for the proper prosecution of the Work, the owner may withhold all estimates that are or may become due until their orders are complied with or the Contract may be annulled as hereinafter provided.
- 12.5 All work in progress shall receive the personal attention either of the Contractor or of a competent and reliable superintendent who shall have full and final authority to act for him. In the event the Contractor delegates authority to a superintendent, he shall notify the Chief Building Inspector in writing, stating the name of the person authorized to act as superintendent.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (PRINTED)

BY (SIGNATURE)

TITLE

ADDRESS

FAX NUMBER

BID NO.: 17004
STATEMENT OF NO BID/PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only.

_____ Specifications are unclear (explain below)

_____ We are unable to meet specifications.

_____ Insufficient time to respond to the Request for Proposal.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet bond requirements.

_____ We are unable to meet insurance requirements.

_____ We do not offer this product or service.

_____ Remove us from your proposers list for this commodity or service.

_____ Other (specify below).

REMARKS _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____

PHONE: _____ FAX: _____

ADDRESS: _____
(Street address) (City) (State) (Zip)