

NOTICE FOR SOLICITATION OF LICENSED CONTRACTORS FOR THE CITY OF
BESSEMER ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT'S
CLEARANCE PROGRAM

The City of Bessemer, AL seeks Licensed Contractor's to provide Housing Demolition services for the Office of Economic and Community Development.

The purpose of this notice is to announce that housing demolition bid packages will be available Tuesday, September 3rd, 2019 through Friday, September 6th, 2019, for licensed contractors. Successful bidders must provide a copy of their Contractor's license, Asbestos Certification, City of Bessemer Business License, Workman's Compensation and General Liability coverage. Packages will be available on the first floor of City Hall at the Receptionist's Desk, weekdays from 8 a.m. to 4:45 p.m. Persons or firms interested in providing these services are encouraged to contact Forrest Davis, Director of Economic and Community Development at (205) 424-4060 for additional information.

Sealed bids will be received until 3 p.m. on Monday, September 9th, 2019 in City Clerk's Office, on the 1st floor of City Hall (1700 3rd Ave. North). Bids will be opened on Wednesday, September 11th 2019 at 10 a.m., on the second floor of City Hall in City Council Conference Meeting Room.

INVITATION TO BID

City of Bessemer Economic & Community Development Department

September 3rd, 2019

To: All Responsible Demolition Contractors

From: Office of Economic & Community Development
Forrest Davis, Director

Cc Wanda Taylor
City Clerk

The City of Bessemer seeks sealed bids for demolition and clearance of the attached list of properties. The addresses of these properties are contained herein. In addition, a copy of the contract (EXHIBIT A); bid form (EXHIBIT B); Non-Collusion Affidavit (EXHIBIT C) and Alabama Act No. 2011-535 Affidavit (EXHIBIT D) are also included in this packet. This Invitation to Bid and EXHIBITS A through D as contained herein constitutes the entire agreement.

You are required to include in your sealed bid:

- *A Current Copy of Contractor's Liability Insurance.
- *Current Copy of Bid Bond that meets 5% of bid total (or **cashier's check** for said amount.)
- * Current Copy of City of Bessemer Business License.
- *Asbestos Removal Contractor Certification
- *State of Alabama Licensing
- *W-9 Form

The Invitation to bid is as follows:

- L *Description of funding.* This bid represents a "Demolition Project" under the City's Community Development Block Grant Program and as such will be subject to all federal regulations and requirements pertaining to such contract work.
- 2 *Type of Bid and Applicable Dates.* Sealed bids marked "Demolition Project" must be received in the **City Clerk's Office**, in of Bessemer City Hall as follows:

SEALED BID DUE DATE: Monday, September 9th, 2019 at 3 o'clock p.m.

BIDS MUST BE CLEARLY MARKED ON THE ENVELOPE AS FOLLOWS: City of Bessemer Economic & Community Development Department, Clearance Project Bid, 1700 3rd Avenue North BESSEMER, ALABAMA 35020 BID ON DEMOLITION PROJECT. Contractor's Company name should also be shown.


3. *Bid deadline and Reservations.* All bids must be sealed. The City of Bessemer reserves the right to reject any or all bids when in the opinion of the City of Bessemer, the best interest of the City of Bessemer will be served. Bids must be received no later than 3:00 P.M. on Monday, September 9th, 2019. **No bids will be received after the above listed sealed bid due date and time.** If you have any inquiries about this particular Bid, please contact:

Forrest Davis, Director of Economic & Community Development at (205) 424-4060.

4. *Date, time, and place bid read.* City of Bessemer will publicly open and read sealed bids on the date stated in the attached Invitation For Sealed Bid, in the Economic & Community Development Department (2nd Floor) of Bessemer City of Hall. Bidders or their authorized representatives are invited to be present.

BID OPENING TIME and DATE: Wednesday, September 11th, 2019 at 10 o'clock a.m.

5. *Factors considered in awarding.* The price, present availability of bidder, and the present availability of the bidder to deliver services identified and requested will be considered, except where prohibited by Alabama or federal law in awarding said contract. The City of Bessemer reserves the right to:
 - a Award the bid to the lowest responsible and responsive bidder, as determined by the City to be in the best interest of City of Bessemer.
 - b. Reject any or all bids and to waive technicalities or informalities when in the opinion of City of Bessemer the best interest of City of Bessemer will be served.
 - c. Make null and void the award to the successful bidder if the City is not reasonably satisfied that bidder's equipment is of sufficient quality and properly maintained to suit the needs of the City, where bidder is unable to meet the allotted timeframe.
6. *Taxes Not Included in Bid.* No taxes of any kind are to be included in the bid prices unless requested. City of Bessemer will furnish tax exemption certificates when necessary.
7. *Prices on bid and Timeframe bid offer to remain available.* Prices and notations must be in ink or typewritten on the Bid Form provided by City of Bessemer. (EXHIBIT B). All bid prices must be fully extended and must be firm for a minimum of 60 days.
8. *Restrictions on bid offer.* All bids must contain a certification of non-discrimination as required by federal law. No bid may be withdrawn for sixty (60) days after the date of bid opening.

9. *Bid Bond Required.* All bonds for demolition must be accompanied by a Bid Bond, money order, cashier's check or certified check in an amount equal to five percent (5%) of the total bid amount, and must be made payable to the City of Bessemer.
10. *Obligations for successful bidder.* The successful bidder will agree to sign a contract to leave each parcel of land cleared of all debris; properly dispose of abandoned sewer line and/or septic tank (subject to approval of Building & Inspections of the City of Bessemer); removal of all sidewalks, driveways, or masonry slabs, footings, foundation walls, steps and retaining walls. All holes, openings, or basements must be filled to grade level with inorganic material. A copy of said contract is attached as EXHIBIT A.
11. *Obligations (cont.).* The successful bidder will be responsible for removal and the proper disposal of all demolition debris in accordance with the applicable, laws, rules and regulations promulgated by the Jefferson County Health Department, City of Bessemer, and State of Alabama. This includes disposal of asbestos or any other hazardous material.
12. *Obligations (cont.)-Time is of the essence in this contract.* The successful bidder will be required to remove or have removed within sixty (60) days from the date of the contract, and as further stipulated under special conditions, all structures in accordance with the laws and ordinances of the City of Bessemer relating, thereto. Failure to comply with this requirement will result in an assessment for liquidated damages of \$50.00 for each day not completed on time, for a maximum of 10 days. In the event the contract is not completed as stipulated, after this time, all rights under the contract will be forfeited, including money deposited or paid to the City.
13. *Obligations (cont.)-Licensure and Permits.* The successful bidder will be responsible for all Federal, State, and Local License and Fee requirements. The successful bidder will be required to obtain permits from the Building and Inspections Department for the City of Bessemer, allowing sufficient time to complete the project within the said sixty (60) day period. 
14. *Obligations (cont.)-Commencement of Work.* The contractor shall be required to show objective signs of having commenced work within ten (10) days from receipt of the notice to proceed.
15. *Obligations (cont.)-Forbearance.* The successful bidder acknowledges that the time for completion will be strictly enforced and failure to meet the requirements in 12 through 14 of this Invitation to Bid and the attached contract (EXHIBIT A) will constitute a breach of the provisions as contained herein. Upon breach, the City will have the discretion to immediately seek alternative contractors to demolish structures and/or/ remove remaining debris from any parcel as described under Number 19 and seek damages as a result of any contractor's breach of the contract contained herein.
16. *Obligations (cont.)-containment of debris, etc.* The successful bidder will be responsible for the prevention, control, and elimination of excessive amounts of noise, airborne dust, debris, or other nuisances emanating from the demolition site. The Director of Building and Inspection or his representative and a staff person from Economic & Community Development may direct certain remedial procedures in the event proper controls are not exercised.

17. *Entitlements and Exclusions.* The successful bidder shall be entitled to the salvage value of the buildings or structure demolished; however any bid shall give credit for such values, if any, and shall be a net bid stating the net amount to be paid to City. The City cannot and does not protect against fire, vandalism, theft, or other hazards, which may affect the salvage value and makes no warranty in that regard.
18. *Insurance, Hold Harmless, and Indemnity.* All contractors must carry insurance for Workmen's Compensation in accordance with the laws of the State of Alabama, and a policy of general liability insuring the City and the contractor's employees against claims of bodily injuries and/or property damage. The successful bidder agrees that the City of Bessemer shall be held harmless from claims and liens associated with the performance of the demolition/clearance work of the "Demolition Project" described herein.
19. *Non-Collusion Affidavit.* All bids must contain a "Non-Collusion Affidavit" certification. See EXHIBIT C attached hereto.
20. *Alabama Act No. 2011-535 Compliance Affidavit.* All bids must contain an "Alabama Act No. 2011-535 Compliance Affidavit" certification. See EXHIBIT D.
21. *Properties for Demolition/Clearance.* Bids must be for each ungrouped property and/or each group of properties as listed, using the attached Bid Form (EXHIBIT B). Bids must be submitted in a sealed envelope as provided under the above Number 2. Use Exhibit B. The Building Description and Addresses are as follows:

BUILDING DESCRIPTION

ADDRESSES

1	Unit	309 21 st Street
1	Unit	526 24 th Street South
1	Unit	709 Rose Ave. North
1	Unit	732 Rose Ave.
1	Unit	1812 11 th Ave. North
1	Unit	1817 Granville Ave.
1	Unit	2421 7 th Ave. North
1	Unit	2431 7 th Ave. North

*See asbestos tests attached

◆Source of funding: City & Federal Funds.

EXHIBIT A CONTRACT FOR THE DEMOLITION PROJECT

City of Bessemer Economic & Community Development Department

This Agreement, made and entered into this **September** _____, 2019, by and between **XXXXXX XXXXX**, hereinafter called the "Contractor," and the City of Bessemer, Alabama, hereinafter called the "City," for demolition and clearance of structures located at:

IN CONSIDERATION of the mutual premises and agreements contained herein, the undersigned Contractor and City agree as follows:

I. The Contractor:

1. Furnish all labor, materials, supervision, equipment and services as required to perform to the satisfaction of the City of Bessemer, Alabama, the work specified hereinafter for the total sum of **\$XXXXXX Dollars**.
2. Carry out demolition work in accordance with the Scope of Demolition, the provisions as contained in the Invitation to Bid, and according to the terms and conditions on the Bid Form.
3. Leave the premises clean and free of rubbish, litter, and other undesirable materials.
4. Disconnect and terminate all existing utility connections in accordance with the requirements of the agencies having cognizance over said utilities.

II. General Provisions

1. This contract, along with the Invitation to Bid, embodies all the representations, rights, duties, obligations of the parties and any prior oral or written agreement not embodied herein shall not be binding open or inure to the benefit of any of the parties.
2. During the performance of this Contract, the Contractor agrees to comply with provisions of the Executive Order No. 11246 dated September 24, 1965, and Section 3 of the Housing Act of 1968 as specified in Part III of this Contract.
3. The parties further state that, to the best of their knowledge, no member of the City of Bessemer Economic and Community Development Department and no other officer, employee or agent of the City of Bessemer exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains has any personal interest, direct or indirect, in this Contract.
4. In the event the Contractor is unable to complete his work in the allotted time as provided in the Notice to Proceed, a penalty of \$50.00 per day beyond this date will be assessed to the Contractor.
5. The Contractor will commence work within ten (10) days after issuance of a proceed order.
6. **The full contract price payment will be in one lump sum after the work has been satisfactorily completed. The Contractor will furnish release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or**

installed materials before payment will be made. Invoices received from the Contractor for all satisfactorily completed work will be paid within thirty (30) days after receipt.

7. The Contractor will obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed within ten (10) days after notification of award from the City Clerk's Office. Failure to comply will result in forfeiture of deposit.
8. The Contractor will perform all work in conformance with applicable local codes and requirements.
9. The Contractor will not assign the contract work without written consent of the City. The request for assignment must be addressed to the City of Bessemer Economic & Community Development Department.
10. The Contractor will permit the federal, state, and/or/ local government or its designee to examine and inspect the demolition and clearance work, and (where applicable) the Owner or his representative may visit and inspect the work at all times during its progress and upon final inspection.
11. The Contractor will hold the City harmless from all claims or liens for labor or materials furnished or used in the performance of the work covered in this Contract, whether furnished or used by the Contractor or any immediate or remote subcontractor. Final payment on the contract amount will be made only after final inspection and acceptance of all the work to be performed by the Contractor, and after the Contractor has furnished the City, in care of the City of Bessemer Economic & Community Development Department, the executed Certification and Release form required in the Item III (3) of this Agreement.

Other Terms and Conditions

1. Adjacent Property. When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary to ensure the protection of the adjacent property and to notify the City of such dangers and/or/ hazards. Repairs shall be made to all adjacent properties damaged by the Contractor resulting from his work under this Contract at no additional cost to the City.
2. Contractor's Certificate and Release. Prior to final payment and as a condition thereto, the Contractor shall execute a certificate and release. It will set forth the undisputed balance due the Contractor under the Contract and duly approved change orders; a listing of additional amounts of outstanding and unsettled items which the Contractor claims are just and due and owed to Contractor by the City; a certification that the work under the Contract and change orders has been performed in accordance with the terms thereof and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract; a statement that except for the amounts enumerated, the Contractor has received from the City all sums of money payable to him under or pursuant to the contract or any changes thereto; and a statement that in consideration of the payment of the undisputed balance, the Contractor releases and indemnifies the City from any and all claims arising under or by virtue of the Contract except for the additional amounts of outstanding unsettled items which the Contractor listed and deemed as claims that are just and due.
3. Excusable Delays. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due as follows:

- a To any acts of the government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National defense, or any other national emergency;
 - b. To any acts of the City;
 - c. To causes not reasonably foreseeable by the parties to this Contract which are beyond the control without the fault or negligence of the Contractor, including by not restricted to acts of God or of the public enemy; acts of another Contractor in the performance of some other Contract with the City; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - d. To any delay of the subcontractor occasioned by any of the causes specified in subparagraphs a, b, and c above.
4. Permits and Codes. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the local government including obtaining and payment for any required permit.
5. Insurance.
- a The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all employees and those of said subcontractors engaged in work at the site in accordance with State or Territorial Workmen's Compensation Law.
 - b. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with maximum limits of \$250,000 per person, per incident to protect the Contractor and his subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operation under the Contract. Such insurance shall cover the use of all equipment including, but not limited to, excavating machinery, trenching machines, hoists, rollers, concrete mixers, and motor vehicles in the construction of the rehabilitation embraced in this Contract.
 - c. The Contractor shall carry during the life of the Contract Property Damage Insurance in the amount not less than \$ 100,000 to protect him and his subcontractors from claims for property damage which might arise from operations under this Contract.
 - d. Before commencing work, the Contractor shall submit evidence of the coverage required above by an insurance certificate issued by the insurance carrier.
6. Inspection of Work. The City of Bessemer, its Economic & Community Development Department, the United States Government and representatives thereof shall have the right to examine and inspect the work included in this contract. The work shall be subject to the inspector's approval and acceptance. Also, these representatives shall be permitted to examine and inspect all subcontractor's materials, payrolls, and conditions of employment pertaining to the work, including all relevant data and records.
7. Interest of Certain Federal and Other Officials.
- a. No member of the Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

- b. No member of the governing body of the City of Bessemer Economic & Community Development Department who exercises any functions or responsibilities in connection with the administration of the Community Development Project to which this contract pertains, and no other officer or employee of the Economic & Community Development Department who exercises any such functions or responsibilities shall have any interest direct or indirect, in this contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this contract pertains.
 - c. No member of the governing body of the City of Bessemer and no other public official of the City who exercises any functions or responsibilities in connection with the administration of the Community Development Project or Code Enforcement Program shall have any interest, direct or indirect, in this Contract.
8. Equal Employment Opportunity.
- a. Activities and contracts not subject to (\$10,000 or less) Executive Order 11245, as amended. In carrying out the program, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for program work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.
 - b. Contracts subject to (more than \$10, 000) Executive Order 11246, as amended. Such contracts shall be subject to HUD Equal Opportunity regulations at 24 C.F.R. Part 130 applicable to HUD assistance construction contracts. The Contractor shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause: During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, as notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph [1] and the provisions of paragraphs [1] through [7] in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a contractor becomes involved in, or is threatened with, litigations with a subcontractor or vendor as a result of such direction by the City or federal agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

The Contractor agrees that it will assist and cooperate actively with the City, the federal agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the City and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the City in the discharge of its primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the applicable federal agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: cancel, terminate, suspend in whole or in part this Agreement; refrain from extending any further assistance to the contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the contractor and refer the case to the Law Department for appropriate legal proceedings.

The contractor further agrees that it has not knowingly employed, hired for employment or continued to employ an unauthorized alien as defined in Alabama Act No. 2011-535. Further, the Bidder agrees as a condition for the award of the contract, to provide documentation establishing that the Bidder is enrolled in the E-Verify program. During the performance of the Contract, the Bidder shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

9. Utilization of Lower-Income Residents and Businesses in the Project Area. The Contractor shall cooperate and assist the City to the greatest extent feasible in complying with Section 3 of the Housing and Community Development Act of 1968, as amended, by employing lower-income residents of the project area and utilizing eligible business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
10. Retention and Custodial Requirements for Records. Financial records, supporting documents, statistical records, permits and inspection records, and all other records pertinent to this contract shall be retained by the Contractor for a period of three years following the completion and final payment, with the following qualifications:
- a. If any litigation, claim or audit is started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

THIS CONTRACT AND ALL TERMS AND CONDITIONS HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

CONTRACTOR

CITY OF BESSEMER, ALABAMA

BY: _____

MAYOR: _____



Date: _____

Date: _____

Address: _____

CITY, STATE, and ZIP CODE: _____

Telephone: _____

EXHIBIT B
BID FORM

Ms. Wanda Taylor
City Clerk
City of Bessemer, Alabama

Submitted below is my firm bid for the removal and/or demolition of the buildings, and clearing the premises of debris in accordance with your Invitation to Bid and Specifications date February 11th, 2014

I understand that failure to sign contract documents, pay any balance due, provide any bonds required and obtain permits from the Department of Building and Inspections, within ten (10) days after notification of award by the City Clerk's Office, will result in forfeiture of my bid bond or deposit. I also understand that the removal and/or demolition of the building must be completed with sixty (60) days from the date of contract, and failure to do so will result in liquidated damages and possible forfeiture of all rights under the contract.

	BUILDING DESCRIPTION	ADDRESSES	BID AMOUNT
1	Unit	309 21 st Street	_____
1	Unit	526 24 th Street South	_____
1	Unit	709 Rose Ave. North	_____
1	Unit	732 Rose Ave. North	_____
1	Unit	1812 11 th Ave. North	_____
1	Unit	1817 Granville Ave.	_____
1	Unit	2421 7 th Ave. North	_____
1	Unit	2431 7 th Ave. North	_____

BY

COMPANY

TITLE

STREET

TELEPHONE

P.O. BOX

CITY, STATE, ZIP

EXHIBIT C

NON-COLLUSION AFFIDAVIT

STATE OF: _____ PROJECT: _____

COUNTY OF: _____ LETTING DATE: _____

I hereby certify that

(Name of Contracting Firm)

has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Signed by: _____

Printed Name and Title of Person signing

Sworn to and subscribed before me this _____ day of _____, 2019.

Notary Public

My Commission Expires: _____

(SEAL)

NOTE: Proposals will not be accepted unless this form of certificate is used. This certificate must be submitted in duplicate and two original copies are included for your convenience. Please leave attached in your bid form.

EXHIBIT D

COMPLIANCE WITH ALABAMA

ACT NO. 2011-535 AFFIDAVIT

STATE OF:

PROJECT:

COUNTY OF:

LETTING DATE:

I hereby certify that

(Name of Contracting Firm)

has not knowingly employed, hired for employment or continued to employ an unauthorized alien as defined in Alabama Act No. 2011-535. Further, the Bidder agrees as a condition for the award of the contract, to provide documentation establishing that the Bidder is enrolled in the E-Verify program. During the performance of the Contract, the Bidder shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

Signed by: _____

Printed Name and Title of Person signing

Sworn to and subscribed before me this _____ day of _____, 2019

Notary Public

My Commission Expires:

(SEAL)

NOTE: Proposals will not be accepted unless this form of certificate is used. This certificate must be submitted in duplicate and two original copies are included for your convenience. Please leave attached in your bid form.

FAILURE TO EXECUTE THIS AFFIDAVIT
SHALL BE CAUSE FOR REJECTION OF THIS BID



AMERICAN TESTING LABORATORY, INC.

Post Office Box 731
Bessemer, Alabama 35020

(205) 424-1390

FAX (205) 425-8118

June 3, 2019

**CITY OF BESSEMER
REPORT #19**

526 24th Street South, BESSEMER, AL

Burned

SAMPLE NO.	DESCRIPTION / COLOR	***** ASBESTOS *****				PERCENT OTHER MATERIAL			
		CHRY	AMOS	CROC	AC/TR	FBGL	MW	CELL	OTHER
25706-1 Flooring	526 24 th Street South, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE								100% Wood
25706-2 Ceiling	526 24 th Street South, BESSEMER, AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock								100% Wood
25706-3 Walls	526 24 th Street South, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock								100% Wood
25706-4 Siding	526 24 th Street South, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,								100% Lap Siding
25706-5 Roofing	526 24 th Street South, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,					25			75% NFM
25706-6 Insulation	526 24 th Street South, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE					80			20% NFM

Upper detection limit: 100%. Lower detection limit: <1%.

Bulk samples will be stored for 30 days and will then be disposed of in an approved EPA landfill.

CHRY = Chrysotile
CROC = Crocidolite
AMOS = Amosite

AC/TR = Actinolite/Tremolite

FBGL = Fibrous Glass

CELL = Cellulose
MW = Mineral Wool
PC = Point Counted

Analysis of floor tile or any other resinously bound materials by polarized light microscopy (PLM) using EPA Method 600 / R-93 / 116 dated July 1993 may yield false negative results because of method limitations in separating closely bound fibers from matrix material and in detecting fibers of small length and / or diameter. When analysis of such materials by the EPA PLM Method yields negative results for the presence of asbestos we recommend utilizing alternative methods of identification such as Gravimetry, CRD or AEM.

Respectfully Submitted,

Jerry W. Dennis
Jerry W. Dennis

**President,
American Testing Laboratory, Inc.**



AMERICAN TESTING LABORATORY, INC.

Post Office Box 731
Bessemer, Alabama 35020

(205) 424-1390

FAX (205) 425-8118

June 3, 2019

**CITY OF BESSEMER
REPORT #33**

709 ROSE AVE NORTH, BESSEMER, AL

SAMPLE NO.	DESCRIPTION / COLOR	***** ASBESTOS *****				PERCENT OTHER MATERIAL			
		CHRY	AMOS	CROC	AC/TR	FBGL	MW	CELL	OTHER
25720-1 Flooring	709 Rose Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE								Synthetic
25720-2 Ceiling	709 Rose Ave North, BESSEMER, AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock							85	15% NFM
25720-3 Walls	709 Rose Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock								100% Wood
25720-4 Siding	709 Rose Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,							90	10% NFM
25720-5 Roofing	709 Rose Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,					25			75% NFM
25720-6 Insulation	709 Rose Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE								N/A

Upper detection limit: 100%. Lower detection limit: <1%.

Bulk samples will be stored for 30 days and will then be disposed of in an approved EPA landfill.

CHRY = Chrysotile
CROC = Crocidolite
AMOS = Amosite

AC/TR = Actinolite/Tremolite
FBGL = Fibrous Glass

CELL = Cellulose
MW = Mineral Wool
PC = Point Counted

Analysis of floor tile or any other resinously bound materials by polarized light microscopy (PLM) using EPA Method 600 / R-93 / 116 dated July 1993 may yield false negative results because of method limitations in separating closely bound fibers from matrix material and in detecting fibers of small length and / or diameter. When analysis of such materials by the EPA PLM Method yields negative results for the presence of asbestos we recommend utilizing alternative methods of identification such as Gravimetry, CRD or AEM.

Respectfully Submitted,

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June 3, 2019

**CITY OF BESSEMER
REPORT #37**

732 ROSE AVENUE, BESSEMER, AL

SAMPLE NO.	DESCRIPTION / COLOR	**** ASBESTOS ****				PERCENT OTHER MATERIAL			
		CHRY	AMOS	CROC	AC/TR	FBGL	MW	CELL	OTHER
25724-1 Flooring	732 Rose Avenue, BESSEMER AL-,HOMOGENEOUS, FIBROUS, NON-FRIABLE								100% Wood
25724-2 Ceiling	732 Rose Avenue, BESSEMER, AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock								No interior ceiling
25724-3 Walls	732 Rose Avenue, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON- FRIABLE , Sheet Rock								No interior walls
25724-4 Siding	732 Rose Avenue, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,								Not Sampled
25724-5 Roofing	732 Rose Avenue, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON- FRIABLE,					25			75% NFM
25724-6 Insulation	732 Rose Avenue, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON- FRIABLE					85			15% NFM

Upper detection limit: 100%. Lower detection limit: <1%.

Bulk samples will be stored for 30 days and will then be disposed of in an approved EPA landfill.

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June 3, 2019

CITY OF BESSEMER
REPORT #30

1812 11th AVE NORTH, BESSEMER, AL

SAMPLE NO.	DESCRIPTION / COLOR	***** ASBESTOS *****				PERCENT OTHER MATERIAL			
		CHRY	AMOS	CROC	AC/TR	FBGL	MW	CELL	OTHER
25717-1 Flooring	1812 11th Ave North, BESSEMER AL-,HOMOGENEOUS, FIBROUS, NON-FRIABLE								100% Wood
25717-2 Ceiling	1812 11th Ave North, BESSEMER, AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock							85	15% NFM
25717-3 Walls	1812 11th Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON- FRIABLE , Sheet Rock								100% Wood
25717-4 Siding	1812 11th Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,								100% Wood
25717-5 Roofing	1812 11th Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON- FRIABLE,					25			75% NFM
25717-6 Insulation	1812 11th Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON- FRIABLE								N/A

Upper detection limit: 100%. Lower detection limit: <1%.

Bulk samples will be stored for 30 days and will then be disposed of in an approved EPA landfill.

CHRY = Chrysotile
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**CITY OF BESSEMER
REPORT #22**

1817 GRANVILLE AVE, BESSEMER, AL

ASBESTOS

SAMPLE NO.	DESCRIPTION / COLOR	**** ASBESTOS ****				PERCENT OTHER MATERIAL			
		CHRY	AMOS	CROC	AC/TR	FBGL	MW	CELL	OTHER
25709-1 Flooring	1817 Granville Ave, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE , Carpet Vinyl Sheet Flooring	25%						2%	80% Synthetic 18% NFM
25709-2 Ceiling	1817 Granville Ave, BESSEMER, AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock							25	75% NFM
25709-3 Walls	1817 Granville Ave, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE , Sheet Rock							25	75% NFM
25709-4 Siding	1817 Granville Ave, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Felt	10%						60	90% NFM 40% NFM
25709-5 Roofing	1817 Granville Ave, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,					25			75% NFM
25709-6 Insulation	1817 Granville Ave, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE								N/A

Upper detection limit: 100%. Lower detection limit: <1%.

Bulk samples will be stored for 30 days and will then be disposed of in an approved EPA landfill.

CHRY = Chrysotile
CROC = Crocidolite
AMOS = Amosite

AC/TR = Actinolite/Tremolite
FBGL = Fibrous Glass

CELL = Cellulose
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June 3, 2019

**CITY OF BESSEMER
REPORT #29**

2421 7th AVE NORTH, BESSEMER, AL

SAMPLE NO.	DESCRIPTION / COLOR	***** ASBESTOS *****				PERCENT OTHER MATERIAL			
		CHRY	AMOS	CROC	AC/TR	FBGL	MW	CELL	OTHER
25716-1 Flooring	2421 7 th Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE								100% Wood
25716-2 Ceiling	2421 7 th Ave North, BESSEMER, AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock							85	15% NFM
25716-3 Walls	2421 7 th Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock								100% Wood
25716-4 Siding	2421 7 th Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,								100% Wood
25716-5 Roofing	2421 7 th Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,					25			75% NFM
25716-6 Insulation	2421 7 th Ave North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE								N/A

Upper detection limit: 100%. Lower detection limit: <1%.

Bulk samples will be stored for 30 days and will then be disposed of in an approved EPA landfill.

CHRY = Chrysotile
CROC = Crocidolite
AMOS = Amosite

AC/TR = Actinolite/Tremolite
FBGL = Fibrous Glass

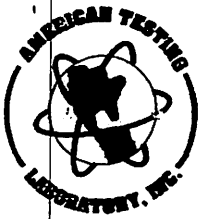
CELL = Cellulose
MW = Mineral Wool
PC = Point Counted

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June 3, 2019

**CITY OF BESSEMER
REPORT #36**

2431 7th AVENUE NORTH, BESSEMER, AL

ASBESTOS

SAMPLE NO.	DESCRIPTION / COLOR	**** ASBESTOS ****				PERCENT OTHER MATERIAL			OTHER
		CHRY	AMOS	CROC	AC/TR	FBGL	MW	CELL	
25723-1 Flooring	2431 7 th Avenue North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE								100% Wood
25723-2 Ceiling	2431 7 th Avenue North, BESSEMER, AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock							25	75% NFM
25723-3 Walls	2431 7 th Avenue North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Sheet Rock								100% Wood
25723-4 Siding	2431 7 th Avenue North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE, Grey	10%							90% NFM
25723-5 Roofing	2431 7 th Avenue North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE,					25			75% NFM
25723-6 Insulation	2431 7 th Avenue North, BESSEMER AL-HOMOGENEOUS, FIBROUS, NON-FRIABLE								N/A

Upper detection limit: 100%. Lower detection limit: <1%.

Bulk samples will be stored for 30 days and will then be disposed of in an approved EPA landfill.

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CROC = Crocidolite
AMOS = Amosite

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