

CITY OF PELL CITY
INVITATION TO BID
For
Demolition of Condemned Houses

Sealed bids will be received by the City of Pell City until **July 20, 2016 @ 10:00 a.m.** and will be opened and read in the Council Chambers of City Hall, located at 1905 First Avenue North, Pell City, Alabama 35125.

PART I – INFORMATION / SPECIAL CONDITIONS

1.01. Purpose

The City of Pell City is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, for the purpose of demolition of condemned houses within the City Limits of Pell City. The successful bidder agrees to furnish all necessary labor, tools, equipment and materials required to perform and complete all work required for the project at locations listed on Exhibit "A" in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).

1.02. Information or Clarification

For information concerning procedures for responding to this ITB, contact Mr. Larry Riggins, Building Inspector at (205) 338-2244 x108. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

1.03. Questions and Addendum

Any questions that bidders wish to have addressed and which might require an addendum must be submitted to the City of Pell City Building Inspector in writing at least 3 days prior to bid due and open date.

1.04. Site Visit

There is no pre-bid conference or mandatory site visit scheduled. However, it is recommended that bidders inspect the location to be serviced prior to submission of a bid. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

1.05. Competency of Bidders

Bids shall be considered only from firms that have been continuously engaged in providing services similar to those specified herein for a reasonable period and that are

presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time. Qualified contractors shall have a current City of Pell City business license, and supply proof of insurance.

1.06. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded bidder must be able to perform as required under the Scope of Services. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

1.07. Contract Term

The time shall be 30 calendar days from the date of the official notice to proceed and is estimated to be issued on or around July 29, 2016. The City reserves the right to extend the contract for additional periods, providing both parties agrees to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

1.08. Cost Adjustments

The total cost as quoted herein shall remain firm for the term of the contract. All additional cost shall be submitted to the City in the form of a Change Order. Any and all additional cost request shall be approved prior to work being performed.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving five (5) days written notice to the Contractor.

1.09. Price

Bidder will quote a firm, fixed lump sum cost on the Bid Proposal page. Pricing shall include all costs associated with this project, such as but not limited to; labor, equipment, fuel charges, management, testing, permitting, etc. Payment will be made only after service is completed and approved by the City.

1.10. Evaluation/Award

Award will be made to the responsible bidder quoting the lowest total cost to the City. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. It is anticipated that an award will be made within 30 days of bid opening. A copy of the bid tabulation will be sent to any vendor who provides a self-addressed, stamped envelope with their bid.

GENERAL INFORMATION

The City of Pell City reserves the right to waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder will be permitted to withdraw its proposal between the closing time for receipt of proposals and the execution of contract.

The City of Pell City will, at its option, in awarding this contract, in compliance with Section 41-16-50, Code of Alabama 1975 will award the bid to a supplier within its City Limits, if the bid is no more than five percent greater than the lowest responsible bidder.

The City of Pell City may include in the specifications minimum service times. Should the vendor fail to perform service within the time allotted in the bid documents, the City may, at its option, exercise its right to deduct from the vendor's billing, one hundred (\$100.00) dollars per day for each day the service is late. This amount is fixed and agreed upon by the successful bidder and the City because of the impracticability and extreme difficulty in ascertaining the actual damages the City would sustain in such an event.

Signing of the bid sheet by the vendor and subsequent acceptance by the City of the lowest responsible bid will constitute a binding agreement between the City and the Vendor. The Vendor understands and agrees that no contract payment will be made until the City certifies that all stated specifications have been complied with and the services have been performed in full and approved by the City.

Bids will be evaluated and submitted to the City Council for approval as soon as possible after bid opening. All bidders will be notified of results in writing.

Upon award of the contract to the successful bidder, the City will send duplicate, complete sets of contract documents, which will include the final agreed upon price. The Vendor will then sign the duplicate sets of Contract Documents and return them for signing by the City. Each party will retain a fully executed set of contracts.

Invoicing shall be done on the basis of each order completed. Invoices shall be numbered and shall clearly indicate the location, service date, type of service, verification of service, purchase order number and price.

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Pell City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property,

defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

INSURANCE AND LICENSE REQUIREMENTS

1.11. Insurance

Any firm performing work on behalf of the City of Pell City must provide proof of Worker's Compensation insurance.

A. Commercial General Liability Insurance

This coverage shall be written on an occurrence basis including Premises-Operations, Products and Completed Operations, Broad Form Property Damage, and Contractual Liability with all aggregates on a "per job" basis in the following amounts:

- | | |
|---|----------------|
| a. General Aggregate: | \$2,000,000.00 |
| b. Products & Completed Operations Aggregate: | \$2,000,000.00 |
| c. Personal & Advertising Injury: | \$1,000,000.00 |
| d. Each Occurrence: | \$1,000,000.00 |
| e. Damage to Rented Premises: | \$100,000.00 |
| f. Medical Expense per Person: | \$5,000.00 |

B. Automobile Liability Insurance

Business Auto Liability Written on a "symbol 1" basis covering "any auto" and including "hired and non-owned vehicles":

- | | |
|---------------------------|----------------|
| a. Combined Single Limit: | \$1,000,000.00 |
|---------------------------|----------------|

C. Workers Compensation Insurance

1.1 Employer's Liability Insurance Part Two:

- | | |
|------------------------------|------------------------------|
| a. Bodily Injury by Accident | \$1,000,000.00 each accident |
| b. Bodily Injury by Disease | \$1,000,000.00 policy limit |
| c. Bodily Injury by Disease | \$1,000,000.00 each employee |

Contractor shall furnish to the City Manager or the City Manager's designee a "Certificate of Insurance" prior to the commencement of any work as described in Section 1.11 (A) evidencing said policy or policies of insurance for each insurance company providing coverage to Contractor showing the required insurance to be in force and certifying that said insurance will not be cancelled, non-renewed or materially

changed without first giving the City thirty (30) days advance written notice of any such cancellation, nonrenewal or material change; and deleting from the Cancellation Clause of the Certificate of Insurance any language that the required notice will “endeavor to” be given and “but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.” In the event of any cancellation, nonrenewal or material change in the insurance coverage about which the City receives notice, the City shall have the option of cancelling the contract immediately.

The City shall be named as an additional insured on the above named policies, excluding Workers Compensation.

The successful company will be required to have a current City of Pell City business license and supply proof of insurance.

PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE

2.01. Technical Specifications/Scope of Services

A. Structures must be demolished in place. Successful bidder shall leave parcels of land cleared of all debris, all grass, weeds, non-decorative shrubs, and trees on the entire lot of three (3) inches or less in diameter, including abutting alleyways and the area between curbs and street. Any abandoned vehicles shall be relocated on the lot as needed to allow for clearing of debris. Abandoned vehicles are not to be removed from the site. The sewer shall be properly plugged and approved by Pell City Water & Sewer Department, and/or septic tank and grease traps shall be pumped out by a licensed company that performs these environmental services. A copy of the invoice from the environmental service company along with sewer plug approval documentation shall be provided to the City to document proper disposal of material and plugging of the sewer.

The specified buildings or structures are to be demolished level with the ground. All concrete or masonry slabs which constitute all or part of the foundation or floor, driveways and walkways of the buildings or structures shall be removed unless otherwise specified. All concrete or masonry foundation walls shall likewise be demolished to 8” below ground level and the resulting debris removed from the site. Fences, stone or masonry walls and other similar type structures shall be removed unless otherwise specified in the special conditions applicable to the particular buildings or structures being demolished. All holes, openings, or basements must be filled to grade level with inorganic material excluding concrete or masonry products. These holes, openings or basements shall require inspection prior to being filled. For information contact Mr. Larry Riggins, Building Inspector at (205) 338-2244 x108.

B. Contractor is to inspect for any possible hazardous materials such as asbestos. Asbestos was used in the past on flooring, siding, ceiling, duct work and roofing. If hazardous materials exist, the contractor shall include in his work plan the method of disposal for hazardous materials.

- C. Disposal of all debris must be done at an ADEM certified landfill. Bidder shall state on bid form the ADEM certified landfill proposed to be used for disposal of any debris originating from sites demolished. Contractor must submit with his/her invoice for payment for each structure demolished, original copies of the weigh ticket(s) from the ADEM certified landfill used for disposal of the debris from the structure(s) demolished. This is to document that the debris was disposed of properly. The weigh tickets must document and represent the disposal of a total amount of debris as may be reasonably calculated by use of the manual of steel construction for calculation for structures of the size and material composition of the structure(s) in question. The weight ticket date (date the ticket was created and the material was dumped) must closely approximate the date of the actual demolition of the structure. The City will not pay any invoice without the dated weigh tickets documenting the date of disposal which approximates the date of the demolition of the structure(s) and the proper disposal of debris in amounts as stated above.
- D. In demolition of any structure, the contractor shall 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 City Manager or his representatives may direct certain remedial procedures in the event proper controls are not exercised.
- E. The successful bidder shall be entitled to the salvage value of the buildings or structures demolished; therefore, any bid shall give credit for such values, if any, and shall be a net bid stating the net amount to be paid by the City.
- F. NOTE: The City cannot protect against fire, vandalism, theft or other hazard which may affect the salvage value and makes no warranty in that regard.
- G. Downed/fallen trees anywhere on the property are to be removed to the property line. Contractor is required to remove tree's stump in an approved and acceptable manner if stump is within the property line boundaries.
- H. Demolition of structures located on an inclined grade will mandate the use of silt screening to control erosion after the surface is graded. Lots shall be leveled and graded so as to provide positive drainage. No water ponding will be allowed. Lot shall be fully seeded with a seasonal grass and mulched with a layer of wheat straw. Seeding and haying of all demolition sites is mandatory for erosion control and beautification. **Property shall be level and maintainable with residential mowing equipment.**
- I. Each house awarded for demolition will include the building description, parcel number, street address, any accessory building(s) and any trees to be removed.

- J. TIME IS OF THE ESSENCE. Successful bidders shall have 30 working days from notice to proceed (start date) to completely demolish the houses covered in the given notice to proceed. Failure to comply with the completion time as stated in the Notice to Proceed (start date) will result in assessment of late charges at the rate of \$100.00 for each day over the 30 working days. This amount shall be subtracted from any amount due the contractor by the City for completion of the job. Failure to complete any contract work within 40 working days from notice to proceed (start date) will result in termination of contract and the bidder will be declared a non-responsible bidder and will not be given consideration to receive any future bid awards for a period of twelve (12) months.
- K. No payment will be made for partially completed demolition of houses covered under this contract award.
- L. Time extensions will not be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the vendor feels he/she has an extreme situation, the vendor must contact the City Manager in writing prior to the scheduled completion date providing a justification for an extension and number of days requested. If after review it is determined the delay is justified as an extreme situation, then a revised completion date will be determined and established by written notification. Unless an extension has been granted in writing by the City Manager, the work will be expected to be completed by the original completion date.
- M. Once property has been cleared, including disposal of all structural materials, man-made debris and junk, basements filled and lot leveled, the vendor shall contact the Building Inspector for inspection. NOTE: Do not contact the inspectors for inspection until all clearing and hauling has been completed. No payment will be made to the vendor until all the lots are cleared and debris hauled away in accordance with the requirements set out herein, and after the applicable inspector's approval. NOTE: VENDORS ARE NOT ALLOWED TO PLACE CLEARED MATERIAL, MAN-MADE DEBRIS OR JUNK OUT FOR THE Street Department or Advanced Disposal to pick up. Vendors are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided along with contractor's invoice for payment. Any bidder determined to be illegally dumping debris from any City contracted work site will be declared a non-responsible bidder and forfeit all rights to any existing City contracts and will not be considered for future awards for twelve (12) months from the date of determination.
- N. Vendor is solely responsible for any and all damage to adjacent property resulting from the execution of this contract. The vendor agrees that it will indemnify and hold harmless the City and its officers, agents, and employees from any liability of any nature, kind or character, costs, claims, damages and other expenses arising in any

manner from the activities or operations of the vendor in the performance or fulfillment of the contract.

- O. Vendor must have a purchase order or notice to proceed from the City of Pell City stating the specific address for each structure to be demolished before starting any work under this contract.

2.02. Contractor Responsibilities

Procure and pay for permits and certificates as required by local and state ordinances.

The Contractor shall be responsible for the Safety of the Job Site. The Contractor shall keep the premises free from an accumulation of waste material or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all waste materials and rubbish from the work areas as well as all tools, equipment, machinery and surplus materials and provide a final cleaning.

The Contractor shall notify the City at least 5 calendar days prior to commencing work at the job site.

The Contractor shall schedule a pre-construction meeting with the City at least 3 days prior to commencing work at the job site. This requirement will be strictly adhered to.

The Contractor shall have (30) calendar days to complete all work specified in the specifications. The City of Pell City must approve any changes to this schedule in writing.

The Contractor shall comply with applicable requirements of the Occupational Safety and Health Act of 1970. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

Any loss of materials and/or equipment due to theft, vandals, etc., shall be the total responsibility of the Contractor.

All work listed above will be inspected by a City of Pell City representative and meet their approval before final payments will be made.

2.03. Quality Control / Liability

Contractor shall assume all liability for any damage or injury to persons or property resulting directly or indirectly from the work of this project. Responsibility is assumed as soon as contractor has written notification to proceed.

Furnish City of Pell City written guarantee, stating that if workmanship and/or material executed under this section are proven defective within one (1) year after final

acceptance, such defects and other work damaged will be repaired and/or replaced. Items to include but not limited to grassing, erosion control, etc.

2.04. Permits

The Contractor must apply, pay for and obtain any and all permits required for the above work. Additional fees or fines due to violation of the rules of the permitting authority (ies) shall be the responsibility of the Contractor. All work shall be performed in accordance with the requirements of the agency or agencies having jurisdiction over such work. All work shall be performed at no additional cost to the City.

2.05. Laws / Ordinances

The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

E-Verify Requirements

Pursuant to the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act ("the Act"), as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer 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. The Act also provides that no subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. The subcontractor shall also enroll in the E-Verify program prior to performing any work on the project and shall attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

The Bidder understands that the information contained in these bid specification pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Bidder to be true. The Bidder agrees to furnish such additional information, prior to acceptance of any bid relating to the qualifications of the Bidder, as may be required by the City.

The successful company will be required to have a current City of Pell City business license and supply proof of insurance.

How to Submit Bids: It will be the sole responsibility of the Bidder to ensure that his/her bid reaches the City of Pell City at 1905 First Avenue North, Pell City, Alabama 35125 prior to the bid opening date and time listed. **DO NOT** submit by facsimile. Facsimile bids **WILL NOT** be accepted.

All bids shall be submitted in writing in a sealed envelope to The City of Pell City on or before **July 20, 2016 @ 10:00 a.m.** at 1905 First Avenue North, Pell City, Alabama 35125. All bids shall be directed to the attention of Brian Muenger, City Manager. All bids shall be sealed and clearly marked on the lower left hand corner - Price Bid Demolition and Bidder's General Contractor's License Number (if applicable) along with date and time of bid opening.

A handwritten signature in black ink, appearing to read 'B. Muenger', is written over a horizontal line.

Brian Muenger, City Manager
205-338-2244 x103
bmuenger@cityofpellcity.net

Location Changes during the Contract Term

Due to unforeseen circumstances, it may become necessary for the City to change or delete locations for demolition listed on the Bid Proposal page. In the case of changes, the City may substitute another location of similar size and the Contractor will perform the necessary services on that location. If the new location is substantially different, an adjustment in the pricing may be allowed in relation to the pricing provided on other locations in the original bid. *In the case of deletions, no adjustment in the remaining locations will be allowed.*

Bid Proposal

<u>DESCRIPTION</u>	<u>PRICE PER LOCATION</u>
Property #1	\$ _____
Property #2	\$ _____
Property #4	\$ _____
Property #6	\$ _____
Property #7	\$ _____

I will use _____ (ADEM certified landfill) for disposal of all debris generated by the performance of this contract.

Vendor Certification: I, _____ the below signed hereby agree to furnish the required article(s) or service(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

_____ COMPANY NAME	_____ AUTHORIZED REPRESENTATIVE
Address: _____	
City: _____	State: _____
Telephone _____	Email: _____

This Bid Sheet must be signed and submitted as your Bid.

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

2. Number of years' experience the Bidder has had in providing similar services:
_____ Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

The Bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Bidder to be true. The Bidder agrees to furnish such additional information, prior to acceptance of any bid relating to the qualifications of the Bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid

Property #1

Property Address: 255 Oak Leaf Circle
Parcel No.: 23-07-36-2-001-002.020
Structure to be removed: Single Family Residence and all Debris
Waste Water Disposal: City Sewer

Property #2

Property Address: 400 29th Street North
Parcel No.: 23-07-36-4-005-068.000
Structure to be removed: Single Family Residence and all Debris
Waste Water Disposal: City Sewer

Property #4

Property Address: 3120 7th Street North
Parcel No.: 23-07-36-4-001-032.000
Structure to be removed: Single Family Residence and all Debris
Waste Water Disposal: City Sewer

Property #6

Property Address: 1905 2nd Avenue North
Parcel No.: 28-01-01-2-002-022.000
Structure to be removed: Single Family Residence and all Debris
Waste Water Disposal: City Sewer

Property #7

Property Address: 2600 Starnes Drive
Parcel No.: 29-03-06-3-002-017.000
Structure to be removed: Single Family Residence and all Debris
Waste Water Disposal: Private System

Exhibit A

Property # 1



Property Address: 255 Oak Leaf Circle

Parcel ID #: 23-07-36-2-001-002.020

Structure to be Removed: Single Family Residence and all debris

Wastewater Disposal System: City Sewer

Current condition: Structure is deemed to be unsafe and untenable. Cost of repairs and finishing structure exceeds 50% of current market value

Exhibit A

Property # 2



Property Address: 400 29th St N

Parcel ID #: 23-07-36-4-005-068.000

Structure to be Removed: Single Family Residence and all debris

Wastewater Disposal System: City Sewer

Current condition: Structure is deemed to be unsafe and untenable. Cost of repairs and finishing structure exceeds 50% of current market value

Exhibit A

Property # 4



Property Address: 3120 7th Ave N

Parcel ID #: 23-07-36-4-001-032.000

Structure to be Removed: Single Family Residence and all debris

Wastewater Disposal System: City Sewer

Current condition: Structure is deemed to be unsafe and untenable. Cost of repairs and finishing structure exceeds 50% of current market value

Exhibit A

Property # 6



Property Address: 1905 2nd Ave N

Parcel ID #: 28-01-01-2-002-022.000

Structure to be Removed: Single Family Residence and all debris

Wastewater Disposal System: City Sewer

Current condition: Structure is deemed to be unsafe and untenable. Cost of repairs and finishing structure exceeds 50% of current market value

Exhibit A

Property # 7



Property Address: 2600 Starnes Dr

Parcel ID #: 29-03-06-3-002-017.000

Structure to be Removed: Single Family Residence and all debris

Wastewater Disposal System: Private

Current condition: Structure is deemed to be unsafe and untenable. Cost of repairs and finishing structure exceeds 80% of current market value

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
 4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20____.

WITNESS: _____

Printed Name of Witness