

Date Issued: January 21, 2016

Invitation To Bid No.: 16-012

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

Description: **Labor & Equipment and Concrete Construction**

Bids must be received before 2:30 PM, February 3, 2016.

3rd Floor, Purchasing Department Decatur City Hall

Return sealed bid to:

Regular Mail

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

Courier

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

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

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Contractors License No. (if required)

Telephone

PRICE SHEET

Opening Date: February 3, 2016

Invitation to Bid No.: 16-012

Opening Time: 2:30 PM
3rd Floor, Decatur City Hall

SEE ATTACHED FOR PRICING

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

- A bid bond IS required for this IFB.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within _____ days (not to be less than 30 days)
- Contracts for services are let for a period of one year and may be renewed for up to two additional years, provided the terms of the contract do not materially change.

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

Bidder Signature

Company

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of

quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

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

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

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

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

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

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City.

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

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

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

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

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

A BID RESPONSE MAY BE REJECTED IF:

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

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

BUSINESS NAME: _____

APPLICANT'S NAME: _____

E-VERIFY AFFIDAVIT

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

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

E-verify Employment Eligibility Verification User Identification Number

Applicant

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

Notary Public

My Commission Expires: _____

**INFORMATION FOR BIDDERS
LABOR, EQUIPMENT, AND CONCRETE CONSTRUCTION CONTRACT PRICING
INVITATION TO BID # 16-012
CITY OF DECATUR, ALABAMA**

INFORMATION FOR BIDDERS

Sealed BIDS for the LABOR EQUIPMENT AND CONCRETE CONSTRUCTION will be received by City of Decatur, at the Office of Purchasing, Third Floor City Hall, 402 Lee Street NE, Decatur, AL 35601 until February 3, 2016 at 2:30pm at which time the bids shall be publicly opened and read aloud in the Purchasing Department Conference Room. Each sealed envelope containing a BID must be plainly marked on the outside as "BID _____ LABOR EQUIPMENT AND CONCRETE CONSTRUCTION". All bids must be on the required bid forms contained within or copies thereof.

THIS CONTRACT DOES NOT INCLUDE PROPOSED PROJECTS IN EXCESS OF \$50,000.
SEPARATE INVITATIONS FOR BID WILL BE ADVERTISED FOR THESE PROJECTS.

The OWNER may waive any informalities or minor defects or reject any or all bids. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Construction permits and necessary licenses shall be secured by the CONTRACTOR prior to beginning any work pursuant to this agreement. The period of the contract shall be twelve months with the option to extend the period of the contract, if agreeable to both OWNER and CONTRACTOR, for two additional 12 month periods providing the terms of the agreement do not change.

- A conditional or qualified BID will not be accepted
- Award will be made as a whole to one BIDDER
- All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the work shall apply to the contract throughout.

The attention of all BIDDERS is called to the provisions of CONTRACTOR'S ALABAMA LICENSE LAW governing "GENERAL CONTRACTORS" as set forth in Chapter 8 of Title 34 of the Code of Alabama as amended; and BIDDERS will be governed by said law insofar as it is applicable. The above-mentioned provisions of the CODE provides that no one is entitled to bid and no contract may be awarded to anyone who does not possess a valid General CONTRACTOR'S permit or license as provided by the foregoing section of the Code and that his BID may not be considered without producing evidence that he is so qualified. The OWNER may not enter into a CONTRACT with a non-resident corporation which has not qualified under the State laws to do business in the State of Alabama. It is expressly noted for this work that the CONTRACTOR must be licensed under both specialty classifications of Municipal and Utilities and Highways and Streets.

The CONTRACTOR shall purchase and maintain such insurance as will protect him (and others as noted below) from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any

Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: claims under the Workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees; claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him and the OWNER, its agents, servants and employees from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the CONTRACTOR or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the WORK and in case any WORK is sublet, the CONTRACTOR shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this contract at the site of the WORK is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees.

Proposal of _____ (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Alabama, doing business as a
_____. *

To the City of Decatur, City Hall, Lee Street, N.E. Post Office Box 488, Decatur, Alabama, 35601, (hereinafter called "OWNER").

In compliance with your Advertisement for bids, BIDDER hereby proposes to provide LABOR & EQUIPMENT AND CONCRETE CONSTRUCTION FOR CITY OF DECATUR, ALABAMA, in strict accordance with the contract documents, within the time set forth therein, and at the prices stated below.

By submission of the BID, each BIDDER certifies for his own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE OF AWARD.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

_____ certifies they have read and understand the bid items and have indicated a proposal for each item within the following proposal, and have compiled a total bid based on unit prices as follows:

**NOTE: EACH ITEM MUST BE QUOTED FOR THE BID TO RESPONSIVE
EQUIPMENT PRICE INCLUDES AN OPERATOR FOR EACH ITEM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Medium Grader (Cat 12 or Equal)	25	Hrs	_____	_____
2	Medium Scraper (14 CY Truck) (Cat 621 or Equal)	15	Hrs	_____	_____
3	Scraper - Twin Engine (14 CY Truck) (Cat 627 or Equal)	5	Hrs	_____	_____
4	Heavy Scraper (21 CY Truck) (Cat 631 or Equal)	10	Hrs.	_____	_____
5	6x6 Articulated Off Road Truck (Volvo A25C or Equal)	10	Hrs.	_____	_____
6	Small Dozer (75 Horsepower) (Cat D-3 or Equal)	20	Hrs.	_____	_____
7	Small Dozer (100 Horsepower) Cat D-4 or Equal)	200	Hrs.	_____	_____
8	Small Dozer (160 Horsepower) Low Ground Pressure (Cat D-6 or Equal)	20	Hrs.	_____	_____
9	Small Dozer (160 Horsepower) With Root Rake (Cat D-6 Or Equal)	5	Hrs.	_____	_____
10	Medium Dozer (200 Horsepower) (Cat D-7 or Equal)	20	Hrs.	_____	_____
11	Heavy Dozer (270 Horsepower) (Cat D8 or Equal)	5	Hrs.	_____	_____
12	Heavy Dozer (410 Horsepower) (Cat D9 or Equal)	5	Hrs.	_____	_____
13	4 CY Tracked Loader (Cat 977 or Equal)	50	Hrs.	_____	_____
14	Self- Propelled Compactor (20 Tons Or More) (Cat 815 or Equal)	100	Hrs.	_____	_____
15	Tandem Dump Truck (18 CY Capacity)	1000	Hrs.	_____	_____
16	Grade-all (230 Horsepower) 660 G or Equal)	60	Hrs.	_____	_____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
17	Water Distributor (1,500 gallon Minimum Capacity w/Pump)	20	Hrs.	_____	_____
18	Water Distributor (3,500 gallon Minimum Capacity w/Pump)	5	Hrs.	_____	_____
19	Crane (20 Ton Minimum - Track or Wheel Mounted 30 Feet Minimum Boom Length)	10	Hrs.	_____	_____
20	Laborer	2000	Hrs.	_____	_____
21	Pipe Laying Crew (Foremen & 3 Laborers (Includes Hand Tools & Slings)	200	Hrs.	_____	_____
22	Track-Mounted Excavator - Capable Of 18 foot Digging Depth (Cat 225 or Equal)	200	Hrs.	_____	_____
23	Track-mounted Excavator - Capable Of Digging 22 feet Depth (Cat 235 or Equal)	120	Hrs.	_____	_____
24	Standard Rubber-tired Backhoe with Front and Rear Buckets (John Deere 510, Case 580 or Equal)	240	Hrs.	_____	_____
25	Trench Box (OSHA Standards)	100	Hrs.	_____	_____
26	Pump, Dewatering (3 Inch Minimum, With Not less than 100 feet hose)	100	Hrs.	_____	_____
27	Road Widener/Shoulder Machine Working Width 1 ft - 6 ft. to 2 ft 10 ft.) (Working Depth 12" to +10") (44 to 120 HP)(Blaw-Knox R.W. 100 or Equal)	10	Hrs.	_____	_____
28	Lowboy (35 ton minimum)	10	Hrs.	_____	_____
29	Seeding	10	Acre	_____	_____
30	Mulching	10	Acre	_____	_____
31	Solid Sodding	500	SY	_____	_____

32	Landscape Tractor w/Spreader Box	200	Hrs.	_____	_____
33	Construction Staking	40	Hrs.	_____	_____
34	Concrete Saw (including blades)	20	Hrs.	_____	_____
35	Jack Hammer	20	Hrs.	_____	_____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
36	Bobcat	20	Hrs.	_____	_____
37	Curb and Gutter	2000	LF	_____	_____
38	Barrier Curb	100	LF	_____	_____
39	Valley Gutter	100	LF	_____	_____
40	Paved Invert Channel	5000	SY	_____	_____
41	Sidewalk	1000	SY	_____	_____
42	Sidewalk with pea Gravel finish	100	SY	_____	_____
43	Curb 4 x 6	10	EA	_____	_____
	Inlet 4 x 4	5	EA	_____	_____
44	Curb Inlet 4 x 6	5	EA	_____	_____
45	Curb Inlet S-1 4 x 4	10	EA	_____	_____
46	Curb Inlet S-1				

47	Curb Inlet S-2				
	4 x 4	10 EA	_____	_____	
48	Curb Inlet S-2				
	4 x 6	10 EA	_____	_____	
49	Drop Inlet or				
	Junction Box				
	4 x 4	20 EA	_____	_____	
50	Drop Inlet or				
	Junction Box				
	4 x 6	20 EA	_____	_____	
51	Drainage Structure				
	Units				
	4 x 4	20 EA	_____	_____	
52	Drainage Structure				
	Units				
	4 x 6	20 EA	_____	_____	
53	Culvert Concrete	50 CY	_____	_____	
54	Retaining Wall				
	Concrete	50 CY	_____	_____	
55	Minor Structure				
	Concrete	50 CY	_____	_____	
56	Slope Paving	250 SY	_____	_____	
58	Concrete Slab	250 SY	_____	_____	
59	ADA Handicap Ramps	50 SY	_____	_____	

TOTAL BID BASED ON UNIT PRICES: \$ _____

The BIDDER by execution hereby agrees to offer the goods and services described in this BID at unit prices bid, with final contract amount, calculated from actual measured quantities. The quantities may be substantially increased or decreased at the discretion of the City of Decatur with no liability incurred by the City.

AND, FURTHER, that we will be ready to begin construction no later than ten (10) calendar days after Notice of Award at locations directed by the City's Representative and will complete construction promptly at all locations, and for unit prices bid, during a period of twelve (12) month from date of Contract Agreement.

AND, FURTHER, that after Notice of Award, we hereby accept this contract proposal as being complete and binding if timely notices and agreement are performed by the City of Decatur as hereinbefore described.

Witness our hand and seal, this ____ day of _____.

The Undersigned's Alabama CONTRACTOR'S License No. is _____ and the bid limitation classification is \$ _____.

Submitted:

Contractor

Signature

Title