Date Issued: October 14, 2020 Invitation To Bid No.: 21-001

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 2:00 PM, November 3, 2020. Include <u>1 original and 1 copy</u> of your bid submission.

Bid opening will be held on 7th floor, Decatur City Hall 402 Lee Street NE.

Return sealed bid to:

Regular Mail Courier

City of Decatur City of Decatur

Purchasing Department Purchasing Department

P.O. Box 488 Third Floor
Decatur, AL 35602 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
Training / tour ess	Typed/Timed Nation2ed Name
City, State, Zip	Title
Email	

PRICE SHEET Opening Date: November 3, 2020

Invitation to Bid No.: 21-001 Opening Time: 2:00 PM 7th 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 tl 	his IFB.	
Delivery can be made	days or	weeks after receipt of order.
• Terms:	(Discounts offered in p	ayment terms will be considered in the bid
evaluation)		
 Prices valid for acceptance valid 		
 Contracts for services are le 	t for a period of one year	and may be renewed for up to two
additional years, provided t	he terms of the contract o	lo not materially change.
	E ENTIRE BID MAY BE DIS	NFORMATION REQUESTED SHOULD BE QUALIFIED. BID RESPONSE MUST BE IN
Bidder Signature		Company
By signing this contract		represents and agrees that it
		ycott of a person or entity based in or
	= = -	of Alabama can enjoy open trade.

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.

Bidders shall furnish a Bid Bond of 5% of the total bid on any bid of \$10,000 or more. The Bid Bond may be in the form of either a Cashier's Check or a Surety Bond. Bid Bonds may be set aside on bids for sale of certain standard manufactured products that are readily available from multiple sources.

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.decaturalabamausa.com or by emailing purchasing@decatur-al.gov. In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

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

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/ no bid bond
- 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 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 # 19-016 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 January 31 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 19-016 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*.	
To the <u>City of Decatur, City Hall, Lee Street, I</u> 35601, (hereinafter called "OWNER").	N.E. Post Office Box 488, Decatur, Alabama,
•	oids, BIDDER hereby proposes to provide <u>LABOR</u> ION FOR CITY OF DECATUR, ALABAMA, in strict ithin the time set forth therein, and at the
•	fies for his own organization, that this BID has sultation, communication or agreement as to er BIDDER or with any competitor.
BIDDER hereby agrees to commence work u specified in the NOTICE OF AWARD.	nder this contract on or before a date to be
*Insert "a corporation", "a partnership", or "	an individual" as applicable. fies they have read and understand the bid
items and have indicated a proposal for each compiled a total bid based on unit prices as	n item within the following proposal, and have follows:

NOTE: EACH ITEM MUST BE QUOTED FOR THE BID TO RESPONSIVE EQUIPMENT PRICE INCLUDES AN OPERATOR FOR EACH ITEM *ALL CONCRETE CONSTRUCTION PRICES WILL INCLUDE LABOR TO FORM, POUR AND CLEAN UP.

<u>ITEM</u>	DESCRIPTION	QTY/UNIT	UNIT PRICE	<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 Tru	ıck		
	(Volvo A25C or Equal)	10 Hrs.		
6	Small Dozer (75 Horsepower	·)		
	(Cat D-3 or Equal)	20 Hrs.		
7	Small Dozer (100 Horsepowe	er)		
	Cat D-4 or Equal)	200 Hrs.		·
8	Small Dozer (160 Horsepowe	er)		
	Low Ground Pressure			
	(Cat D-6 or Equal)	20 Hrs.		
9	Small Dozer (160 Horsepowe	er)		
	With Root Rake (Cat D-6			
	Or Equal)	5 Hrs.		
10	Medium Dozer (200 Horsepo	ower)		
	(Cat D-7 or Equal)	20 Hrs.		
11	Heavy Dozer (270 Horsepow	•		
	(Cat D8 or Equal)	5 Hrs.		
12	Heavy Dozer (410 Horsepow	•		
	(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)	400 11		
4.5	(Cat 815 or Equal)	100 Hrs.		
15	Tandem Dump Truck	4000 11		
1.0	(18 CY Capacity)	1000 Hrs.		
16	Grade-all (230 Horsepower)	60 Ura		
	660 G or Equal)	60 Hrs.		

<u>ITEM</u>	DESCRIPTION	QTY/UNIT	UNIT PRICE	<u>AMOUNT</u>
17	Water Distributor (1,500 gallo Minimum Capacity w/Pump)	n 20 Hrs.		
18	Water Distributor (3,500 gallo Minimum Capacity w/Pump)			
19	Crane (20 Ton Minimum - Tra	ck or		
	Wheel Mounted 30 Feet Mini Boom Length	mum 10 Hrs.		
20	Laborer	2000 Hrs.		
21	Pipe Laying Crew (Foremen & (Includes Hand Tools & Slings)			
22	Track-Mounted Excavator - Ca Of 18 foot Digging Depth			
	(Cat 225 or Equal)	200 Hrs.	- <u></u> -	
23	Track-mounted Excavator - Ca Of Digging 22 feet Depth	ıpable		
	(Cat 235 or Equal)	120 Hrs.		
24	Standard Rubber-tired Backho Front and Rear Buckets (John			
25	510, Case 580 or Equal)	240 Hrs.		
25	Trench Box (OSHA Standards)	100 Hrs.		
26	Pump, Dewatering (3 Inch Mir With Not less than 100 feet he			
27	Road Widener/Shoulder Mach			
	Working Width 1 ft - 6 ft. to 2 (Working Depth 12" to +10")	•		
	(Blaw-Knox R.W. 100 or Equal	•		
28	Lowboy (35 ton minimum)			
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 blade	•		 _
35	Jack Hammer	20 Hrs.		
36	Bobcat	20 Hrs.		
37	Curb and Gutter	2000 LF		
38	Barrier Curb	100 LF		
39	Valley Gutter	100 LF	- 	

<u>ITEM</u>	<u>DESCRIPTION</u> <u>C</u>	QTY/UNIT	UNIT PRICE	<u>AMOUNT</u>
40	Paved Invert Channel	5000 SY		
41	Sidewalk	1000 SY		
42	Sidewalk with pea			
	Gravel finish	100 SY		
43	Curb 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 4 x 6	10 EA		
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		
57	Concrete Slab	250 SY		
58	ADA Handicap Ramps	10 EA		
59	Mini Excavator	300 Hrs		
60	Paving Machine	200 Hrs		
61	Milling Machine	200 Hrs		

^{*}Note-The paver and milling will be primarily used for patching and small paving jobs.

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, being complete and binding if timely notices Decatur as hereinbefore described. Witness our hand and seal, this day of	s and agreement are performed by the City of
The Undersigned's Alabama CONTRACTOR'S limitation classification is \$	
	Submitted:
	Contractor
	Signature
	Title

Bid Document Checklist

Items	Submission Requirements	Items
Required	Check Sheet	Submitted
	X = REQUIRED; BLANK=NOT REQUIRED	(Bidders
		Initials)
Х	Envelope Sealed and Marked w/bid # on front	
Х	Statement of Non-Collusion Enclosed-front	
	Page	
Х	Original Signatures (in ink)	
Х	Bid Bond or Check	
	Addendum	
X	E-Verify form	
X	Proof of Insurance	
X	Price Sheet Information Included	
	References	
	Catalog	
Х	Send in on or before given time	
Х	Business License (if awarded the bid)	
Х	Contractor Pre-Qualifications form	

PLEASE CALL OR EMAIL THE PURCHASING DEPT IF YOU HAVE ANY QUESTIONS ABOUT THE BID REQUIREMENTS (256) 341-4521/PURCHASING@DECATUR-AL.GOV

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

This form must returned in your sealed bid submission

Safety Health and Environmental (FOR CONTRACTORS AND MAJOR SUPPLIERS)			
GENERAL	INFORMATION	<u> </u>	
	Telephone:		
	Mailing Address:		
ation (Name):			
Telephone:		Fax:	
Telephone:		Fax:	
ORG	ANIZATION		
(Year)	(Year)	((Year)
•		r other penalties	relative to safety,
•	ars?		
_			
volanation			
Apiariation.			
	ation (Name): Telephone: ORG EALTH & ENV (Year)	CONTRACTORS AND MAJOR SUP GENERAL INFORMATION Telephone: Mailing Address: Ation (Name): Telephone: ORGANIZATION EALTH & ENVIRONMENTAL PER (Year) (Year) any Citations, Notice of Violations, one last three years?	GENERAL INFORMATION Telephone: Mailing Address: Telephone: Fax: ORGANIZATION EALTH & ENVIRONMENTAL PERFORMANCE (Year) (Year) Any Citations, Notice of Violations, or other penalties are last three years?

7. Does your organization have a "Drug Free Workplace Policy" and/or Program?
□ Yes □ No
8. Does your organization have an Accident/Incident Reporting and Investigation procedure?
□ Yes □ No
9. Do you have a Safety Orientation Program?
□ Yes □ No
10. Do you conduct field safety inspections?
□ Yes □ No
11. Do you conduct Safety Meetings?
□ Yes □ No
12. Company Safety Health and Environmental contact:
Name:
Title:
Address:
Phone Number: Mobile
Office
Email Address:
13. Company Representative:
Signature
Date