

INVITATION TO BID
For
Nuisance Overgrown Lots

Quotes will be received by the City Clerk (DATE TO RECEIVE OPEN) and will be opened and read in the Council Chambers of City Hall, located at 1905 1st Avenue North. Quotes can be received in the following manner:

- U. S. mail or hand delivery – City of Pell City, 1905 1st Ave North, Pell City, AL 35125
- Email – Pisbell@cityofpellcity.net
- Fax – (205) 338-2320

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 cutting and cleaning of properties declared a **nuisance in compliance with Ordinance No. 2015 – 4435**. The successful bidder agrees to furnish all necessary labor, tools, equipment and services required to perform and complete work at locations as contained in 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 the City Clerk. Such contact is to be for clarification purposes only. 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 in writing at least three (3) days prior to bid due and open date.

1.04. Site Visit

There is no pre-bid conference or mandatory site visit scheduled. 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.

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 Contractor must be able to perform as required under the Scope of Services below. 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 initial term of this contract is estimated to begin on or about May 10, 2016 and end on December 31, 2016. The City reserves the right to extend the contract for an additional two years in one-year contracts; provided, however, that both parties agree 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 cost for service as quoted herein shall remain firm until the end of the initial contract. Costs for subsequent days and any extension term days shall be subject to an adjustment only if increases occur in the industry. Any requested cost increase shall be fully documented and submitted to the City at least ten (10) days prior to the contract extension date. Any approved cost adjustment shall become effective upon the extension date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

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 ten (10) days written notice to the Contractor.

1.09. Contractor Responsibilities

- A. 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.
- B. The Contractor shall notify the City at least twenty-four (24) hours prior to commencing work at each job site.
- C. The Contractor shall have five (5) calendar days to complete all work specified in the specifications. The City of Pell City must approve any changes to this schedule in writing.
- D. The Contractor shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) of 1970.

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

1.10. Technical Specifications/Scope of Services

- A. The Contractor shall be responsible for one-time grounds maintenance at a specific address in and around the City Limits of the City of Pell City. Grounds maintenance is to include grass cutting, weed eating and trimming areas listed below but not limited to all property lines, fences, structures, trees, poles, sidewalks, curbs, etc.
- B. The Contractor shall police all areas for trash before and after cutting to ensure the property is left in a clean and respectable manner.
- C. The Contractor shall remove all household garbage and generated yard waste to include but not limited to excessive grass clippings, leaves and limbs.
- D. 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 yard waste originating from job sites. Once property has been cut and cleared, including disposal of all debris, the contractor shall call for inspection. NOTE: Do not contact the inspectors for inspection until all clearing and hauling has been completed. Only the Building Inspector or his representative(s) is authorized to inspect the cleared lots. No payment will be made to the contractor 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: CONTRACTORS ARE NOT ALLOWED TO PLACE CLEARED MATERIAL, MAN-MADE DEBRIS OR JUNK OUT FOR THE STREET DEPARTMENT OR ADVANCED DISPOSAL TO PICK UP. 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.
- E. TIME IS OF THE ESSENCE. Successful bidders shall have **five (5) working days** from notice to proceed (start date) to perform grounds maintenance and clean-up of contracted property.
- F. No payment shall be made for partially completed maintenance of grounds and clean-up covered under this contract award.
- G. 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 contractor feels he/she has an extreme situation, the contractor must contact the Building Inspector 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 Building Inspector, the work will be expected to be completed by the original completion date.

- H. The Contractor is solely responsible for any and all damage to adjacent property resulting from the execution of this contract. The contractor 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 contractor in the performance or fulfillment of the contract.
- I. The Contractor must have a purchase order from the City of Pell City stating the specific address for each property to be serviced before starting any work under this contract. Any work started by the contractor prior to receipt of a purchase order is at the contractor's own risk and expense. The City will not pay for any work unless a purchase order is issued before the work is initiated.

1.11. Price

Bidder will quote a firm, fixed cost for each location of square footage to be maintained listed on the Bid Proposal page. Pricing shall include all costs associated with the project including labor, equipment, management, etc. Payment will be made on a per location basis.

1.12. 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 thirty (30) days of bid opening. A copy of the bid tabulation will be sent to any contractor 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 purchase contract in compliance with Section 41-16-50, Code of Alabama 1975, award the bid to a supplier within the City Limits of the City of Pell City if the bid is no more than three percent greater than the lowest responsible bidder.

The City of Pell City may include in the specifications minimum service times. Should the contractor 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 contractor's billing, twenty-five (\$25.00) 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 contractor and subsequent acceptance by the City of the lowest responsible bid will constitute a binding agreement between the City and the contractor. The contractor 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 contractor 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.

Upon execution of the contract with the successful bidder, the City of Pell City, in compliance with Ordinance No. 2015 – 4435, requires a Purchase Order be issued prior to beginning of services and all other transactions which obligate the City of Pell City. The purchase order is the contract between the City and contractor and is the contractor's authorization to perform specified services. Services performed without a Purchase Order is at the contractor's own risk.

Invoicing shall be done on the basis of each property completed. Invoices shall be numbered and shall clearly indicate the purchase order number, address of the property, size of the property in square footage, start date, end date 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

1.13. 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
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C. Worker’s 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

The Contractor shall furnish to the Building Inspector or the Building Inspector’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, non-renewal 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, non-renewal 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 Contractor shall furnish proof of Workers’ Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “Additional Insured” with relation to Commercial General Liability and Automobile Insurance. Any costs for adding the City as “additional Insured” will be at the Contractor’s expense.

1.14. 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.

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

E-Verify Requirements

Pursuant to the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (“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 certified 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 the E-Verify program.

The successful bidder will be required to have a current City of Pell City Business License.

The City’s bid sheet must be signed by the bidder or its agent in order for the proposal to be accepted. Failure to adhere to instructions may constitute disqualification of proposal.

All quotes shall be submitted in writing to the City of Pell City on or before the date and time as specified. The quote must be directed to the attention of the City Clerk at 1905 1st Avenue North, Pell City, Alabama 35125.

Brian Muenger, City Manager
City of Pell City
bmuenger@cityofpellcity.net
(205) 338-2244

The City shall measure and calculate the square footage of area to be maintained prior to issuance of a Purchase Order. This calculation will determine the invoice amount for each service category.

<u>DESCRIPTION</u>	<u>SQUARE FOOTAGE</u>	<u>PRICE PER CATEGORY</u>
Small Category	0 – 15,000	\$_____
Medium Category	15,000 – 30,000	\$_____
Large Category	30,000 – 45,000	\$_____
X-Large Category	45,000 – 60,000	\$_____
Unlimited Category	60,000 plus	\$_____

Contractor 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: _____ Zip: _____

Telephone: _____ Email: _____

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

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