

INVITATION TO BID
FOR
BID NO. 2022-01
CEMETERY LAWN MAINTENANCE SERVICES
FOR
THE CITY OF LEEDS

Posted February 19, 2022

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SECTION I

OVERVIEW & INVITATION

The City of Leeds Alabama is now accepting sealed bids/proposals in response to its **Bid Number 2022-01 ITB FOR PARK MAINTENANCE & LANDSCAPING SERVICES FOR THE CITY OF LEEDS, ALABAMA** is regarding providing general turf mowing and trimming services as set forth herein for the City's designated public park lands, designated public building grounds and designated roadsides/public rights-of-way. The chosen contractor will be expected to provide all supervision, labor, equipment, materials, supplies, insurance, and other components necessary to satisfactorily perform the general turf mowing and trimming services. Bids will be received by the City of Leeds, Alabama, in the City of Leeds City Hall, 1400 9th St. Leeds Alabama, 35094 until **9:30 AM.**, Tuesday, March 8, 2022, and then publicly opened on **March 8, 2022 @ 10:00 AM.**, for furnishing all labor and materials, and performing all work required by the City According to the formal Invitation. ITB documents, specifications and requirements will be posted on the City of Leeds Website: www.leedsalabama.gov or a copy may be obtained by e-mailing: bwatson@leedsalabama.gov. Specifications may also be seen in the City Hall of the City of Leeds, Alabama, 1400 9th St. Leeds, Alabama, 35094. Prior to Opening, ITB packages may be picked up at that location during normal business hours, between **8:30 AM** and **3:30 PM** local time.

SECTION II

SCOPE OF WORK & SPECIFICATIONS

[Bid Number 2022-01: ITB FOR PARK MAINTENANCE & LANDSCAPING SERVICES FOR THE CITY OF LEEDS, ALABAMA]

TURF MOWING and TRIMMING PERFORMANCE SERVICE STANDARDS:

The specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Leeds regarding this bid. Said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Leeds. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in stated specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the proposal and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

Minimum specifications **MUST** be met. Additional features and/or capabilities not included in the specifications may be included in the bid. **The City of Leeds reserves the right to reject any or all bids, or parts thereof, for any reason. Bidders may bid all or a portion of the locations identified herein.**

The appropriate City Contract Representative will utilize the following performance service standards to evaluate the turf mowing and trimming services provided by the contractor.

- 1. City's Contract Representative:** Brad Watson - City Administrator.
bwatson@leedsalabama.gov - 205-699-0903

- 2. Contractor:** The Contractor shall furnish sufficient labor, equipment, supplies, and other resources to perform mowing and trimming of all areas specified in this contract within five (5) working days from the day work begins on each mowing round. The contractor shall be available for weekly scheduled meetings with the appropriate City Contact Representative.

- 3. Contract Period:** The initial contract for the general turf mowing and trimming services maintenance contract shall be based on one (1) mowing season. A "mowing season" is defined as a seven (7) month period beginning on or about March 1 and ending on or about October 31 of the same calendar year. The actual dates are weather-dependent.

- 4. Workdays and Work Hours:** All mowing and trimming should be completed in five (5) working days, from Monday to Friday, inclusive; and with permission from the appropriate City Contract Representative, mowing and trimming may be permitted on Saturdays and/or Sundays. All mowing and trimming should be completed between the hours starting no earlier than **7:00 AM** and ending no later than **6:00 PM** local time.
 - a) The contractor will commence mowing and trimming on the day specified by the appropriate City's Contact Representative.
 - b) No mowing and trimming will be done between 6:00 PM and 7:00 AM local time.
 - c) Work will be permitted on Saturdays and/or Sundays, with authorization from the appropriate City's Contact Representative.
 - d) This waiver to mow on Saturday or Sunday, or a holiday, may result from adverse weather that delayed mowing during the week.
 - e) Mowing required on Saturday, Sunday, or a holiday, will be at the regular contract price.
 - f) Suppose the contractor cannot perform its duties under this contract due to illness, vacation, or other reasons (except adverse weather). In that case, it is the contractor's responsibility to notify the appropriate City Contact Representative immediately and in writing or by electronic means (e-mail).
 - g) The City reserves the right to require the contractor to secure a subcontractor to perform the contractor's work, as long as the substituting contractor is acceptable to the appropriate City Contract Representative.
 - h) This contract provides for "Liquidated Damages" due to the City if the contractor cannot complete each mowing and trim within the five (5) working days when it is the fault, failure, or negligence of the contractor.

5. **Contractor Personnel - Clothing:** All Contractor personnel shall wear appropriate clothing and shall remain fully clothed while performing services.
6. **Contractor Personnel - Behavior:** All Contractor personnel shall be courteous to the general public, respectably acting at all times, while performing services in or around public parks and public buildings, schools, and roadways. Under no circumstances will Contractor personnel yell, shout, call out to patrons or engage in suggestive comments, gestures, or lascivious behavior while performing services.
7. **Frequency of Mowing:** It is estimated that between March 11 and October 31, the properties under this contract will require mowing once a week unless otherwise directed by the City. Services may begin before or be necessary following these suggested season commencement and closure dates.
8. **Litter Collection:** Litter shall be collected before each mowing. "Litter" shall mean twigs, paper, cans, bottles, and/or other discarded debris or materials.
 - a) The litter collected shall not be deposited in trash receptacles located at the location, and under no circumstances will the contractor deposit these materials in city containers.
 - b) Contractor personnel shall transport and deposit the litter only at the Public Works Building as specified by the City's representative.
 - c) The Contractor shall not include in the disposal any oil, waste materials, or other debris resulting from the operation of its equipment.
9. **Mowing/Grass Cutting - Except Roadsides:**
 - a) Grass shall be cut at the height of three (3) inches. The contractor may be requested to mow on specified days set forth by the City. The City reserves the right to request the selective mowing of properties due to excessive or substandard growth in any given
 - b) In areas where the grass has been cut, and windrows are established, it will be the Contractor's responsibility to re-cut the area to redistribute the cuttings. All mowing must be done so as not to cause rutting or turf kill (brownout).
10. **Mowing/Grass Cutting:** Grass shall be cut at the height of three (3) inches for Parks. In areas where the grass has been cut and windrows established, it will be the responsibility of the contractor to re-cut the area to redistribute the cuttings.
11. **Trimming:** All trimming in a mowed area must be done upon the completion of the mowing in the area.
 - a) Trimming of grass shall be performed at each mowing so that no grass directly touches any buildings, curbed roads or medians, drives, concrete or asphalt surfaces, or play equipment, picnic tables, fences, water fountains or other structures.

- b) Trimmings of grass shall be swept or blown off all hard surfaced areas.
- c) Grass around trees and shrubs shall be kept trimmed but shall be maintained at the same mowing height as the rest of the grass in the area covered under the contract. Shrubs or trees shall not be trimmed at any time by the contractor.

12. Contractor Performance: During the progress of the contract, if it becomes apparent that the contractor is unable to perform the work in accordance with the contract specifications, he/she will acquire additional supplies, equipment, and/or personnel as may be required by the appropriate City Contract Representative to ensure that the work is accomplished in accordance with the contract specifications.

- a. If any service under this contract is not in conformity with the requirements of the contract, the contractor is required to perform the services again, such services shall be performed within twenty-four (24) hours, without additional cost to the City.
- b. In the event the contractor fails to perform the services again, and to take necessary steps to ensure future performance in accordance with the contract requirements, the City shall have the right to have the services performed in the conformity with the contract requirements and charge to the contractor all costs, direct and indirect, incurred by the City in procuring such services.
- c. The City reserves the right to terminate the contract with cause.

13. Adverse Weather: The appropriate City Contract Representative may allow extra days for the completion of work if the contractor is unable to complete a round due to adverse weather conditions, if the contractor requests such an extension by telephone or in writing (fax or e-mail) and, which is mutually agreed upon by the appropriate City representative.

14. Safety Specifications:

- a) Contractor personnel shall operate all equipment on City streets and public grounds in a manner consistent with law and safety standards. Any violation of safety standards may be deemed cause for termination of the contract.
- b) Contractor shall provide all equipment training for its personnel; and ensure that its personnel are wearing safety devices when performing the services.

15. Damage to Trees, Shrubs, Floral or Cultivated Vegetation: Damage shall be defined as a result of contact with the contractor's equipment or other aspects of the Contractor's operations. The contractor shall notify the appropriate City Contract Representative of any damage that results from his/her operations on the day he/she first notices such damage.

- a) All tree and shrub damage will be computed using replacement cost values up to and including the full replacement cost of the tree or shrub when bark damage exceeds 50% of the circumference of the tree.
- b) All floral or cultivated vegetation damage will be computed using replacement cost values.
- c) All sod damaged due to rutting by the Contractor's equipment will be computed using replacement cost values.

- d) ThCity may deduct the total cost of damages from any amount owed the contractor from the sum to be paid for that mowing and trimming round.

16. Damage to City/Other Property: The Contractor shall be responsible for damage to any City, or private property (including head and foot stones), facilities, or structures damaged because of his/ her operations. The contractor shall notify the appropriate City Contract Representative of any damage that results from his/her operations on the day he/she first notices such damage.

- a) The city's representative will determine the nature and extent of Contractor's damage, and will decide the time frame, method of repair or replacement, or monetary restitution.
- b) ThCity may deduct the total cost of damages from any amount owed the contractor from the sum to be paid for that mowing and trimming round.

17. Vandalism: In the event the contractor discovers vandalism to a location, the contractor will immediately notify the appropriate City Contract Representative and/or the Police and remain on site until someone arrives to investigate. If the Contractor personnel does not have access to a communications device to notify the City and/or the Police, the Contractor personnel will notify as soon as possible after completing the contract work.

18. Primary Mowing and Trimming Locations (City of Leeds Properties):

- a) Cedar Grove Cemetery
- b) Shiloh Cemetery

SECTION II

INSTRUCTION TO BIDDERS

- 1. General: ITB** documents will be posted on thCity of Leeds Website of Leeds Website: www.leedsalabama.gov or a copy may be obtained by e-mailing bwatson@leedsalabama.gov. Specifications are on file and may be seen in the City Hall of the City of Leeds, Alabama, 1400 9th St. Leeds, Alabama, 35094. Prior to opening, bid packages may be picked up at that location during normal business hours, between **8:30 AM** and **3:30 PM** local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of Brad Watson, 1400 9th St., Leeds, Alabama 35094, e-mail: bwatson@leedsalabama.gov. Seventy-Two (72) hours prior to the bid opening or will be forever waived.

The City of Leeds reserves the right to reject any or all bids, or parts thereof, for any reason. Bidders may bid all or a portion of the locations identified herein.

All bids must be on blank bid forms provided in the Bid Documents. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Leeds. No Bid Security is required on bids less than \$10,000.00. **NOTE: FOR THIS 1TB, BID BOND IS WAIVED.**

THERE WILL BE A NON-MANDATORY PREBID MEETING in Leeds City Hall, at 10:00AM, March 3, 2022, at the City Hall, 1400 9th St Leeds, Alabama, 35094.

The City of Leeds is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. ThCity also encourages and supports the utilization of Minority Business Enterprises on this and all public bids. All Contractors working for thCity must participate in the State E-Verify system.

All bids must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **"Sealed Bid" with Bid Name, Bid Number, City of Leeds's Name and Address and Bidder's Name and Address.** Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

The contractor must furnish to the City of Leeds at the time of the signing of the contract a certificate of insurance coverage, which will include comprehensive insurance, contractor's automobile Liability Insurance, and General Liability insurance, subcontractor's public liability and property damage insurance.

The right is reserved to reject any and/or all proposals and any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the

Contract. Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal.

The company that is awarded the bid must have Workman 's Compensation Insurance on all of its employees as required by law if work is to be performed on City premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Leeds harmless in the event of an accident and naming the City as an additional insured. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the awarded bidder, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Leeds prior to work performed. No proposals shall be withdrawn for the period of ten (10) days after the opening of proposals without the consent of the City of Leeds, Jefferson County, Alabama.

- 2. Preparation of Bids:** Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and instruction printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local condition's, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid form shall be suitably filled in.

All respondents to this RFP should list cost proposals for each Alternate Mowing and Trimming locations separate from cost proposals for Primary Mowing and Trimming Locations (City of Leeds. Billing statements for respective Mowing and Trimming Locations will be mailed separately to the respective City entity for which the services are provided

- 3. Labor or Materials Not to be furnished by the City:** The City of Leeds, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents. The City, oit's designee, retains the right to request additional services as required under this contract. Labor and equipment rates for additional services will be paidat the quoted rates as displayed on the bid sheet. Material costs for additional work will be negotiated with the City as the need arises.
- 4. Signatures:** Each bid must give the full business address of the Bidder and must be signed by him/her with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the

partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter.

The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the bid of individual signing. When requested by the City of Leeds, Alabama, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

- 5. Alternate proposals:** Alternate proposals will not be considered unless called for.
- 6. Corrections & Owner:** Erasures or other changes in the proposals must be explained or noted over the signature of the bidder. Where the word " Owner " appears herein, the same refers to City of Leeds, and includes its governing body.
- 7. Insurance:** The insurance policies of any insurance company shall be an admitted carrier by the State of Alabama, will be accepted as insurance as required for any bid or contract. See the instructions (VII) hereinafter contained with respect to the type, form, and amounts of required insurance policies.
- 8. Marking and Delivery of Bid proposals:** Mark and deliver proposals per the instructions contained herein. Hand delivery is highly recommended.
- 9. Time for Receiving Bids:** proposals received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived. No responsibility will attach to the City of Leeds, or the Leeds City Council, or City of Leeds employees for the premature opening of a proposal not properly addressed or identified. Unless specially authorized, electronic, or facsimile bids will not be considered.
- 10. Withdrawal of Bid proposals:** proposals may be withdrawn on written, or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- 11. Bidders Present:** At the time fixed for the opening of proposals, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.
- 12. Award or Rejection of Bids: Bidders may bid all or a portion of the locations identified herein.** The contract will be awarded to the lowest responsible bidder complying with conditions of the request for proposal, provided his/her bid is reasonable and it is in the interest of the Owner to accept it. The bidder(s) to whom the award is made

will be notified as soon as possible. The Owner, however, reserves the right to reject any and all bid proposals and to waive any informality in bid proposals received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the proposal of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal of a bidder who is not, in the judgment of the Owner, in a position to perform the contract.

Local bidders, within the city limits of the City of Leeds, will have a 3% favorable allowance in all proposals.

13. Errors in Bids: Bidders or their authorized agents are expected to examine the specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the proposal. In case of error in the extension price's, the unit price will govern.

14. Contract and Bond: The bidder to whom award is made must, when requested, enter into written contract within the period specified, or if no period be specified, within 10 days after the required forms are presented to him for signature.

15. Collusion: If there is any reason for believing that collusion exists among the Bidders any or all proposals or parts thereof may be rejected, and those participating in such collusion will be barred from submitting proposals on the same or other work with the City of Leeds

16. Subletting or Assigning: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title, or interest there in, of his power to execute such contract, to any person, firm or corporation without written consent of the City of Leeds, and such written consent shall not be construed to relieve the contractor of any responsibility for fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the contractor shall perform with his own Organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work.

17. Proposal Terms and Conditions:

- a. The bid proposal must be signed and dated by a duly authorized representative of the bidder's company who is authorized to negotiate contracts and bind the bidder. Proposals must state the representative's name and title, and the bidder's legal name and the bidder's address, telephone and facsimile numbers and e-mail address, and the name of the person who may be contacted during the evaluation of proposals, if necessary.

- b. The bidder selected to enter a contract with the City of Leeds must be licensed to do business in the City of Leeds prior to commencement of any work under the contract.
 - c. Each respondent shall disclose in its proposal any potential conflict of interest with respect to the respondent 's proposal. For purposes hereof, a " conflict of interest " shall include any real or seeming incompatibility between the private interests of a respondent, or any of its principals, employees or agents, and the public interests or fiduciary duties of such respondent or person.
 - d. The submitted proposal must follow the rules and format established within this ITB. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.
 - e. Proposals should respond to all requirements of this ITB to the maximum extent possible. Bidders are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration, if the approach clearly offers the City of Leeds increased benefits.
 - f. By submitting a bid, the bidder agrees to participate in the selection process as described in this document.
 - g. Proposals received by the City of Leeds shall become a matter of public record and subject to public inspection. If a bidder desires to keep certain information confidential, shall information shall be clearly marked in capital letters a "nfnfidential"; provided, however, and anything in this ITB to the contrary notwithstanding, each bidder understands and acknowledges that the City of Leeds shall only keep information confidential to the extent it is permitted to do so under applicable law and the City of Leeds cannot, and does not, make any representation or warranty with respect to maintaining the confidentiality of any information submitted response to this ITB. The City of Leeds further disclaims any liability arising from or related in any way to the disclosure of any such confidential information and, by submitting a proposal in response to this ITB, a respondent shall be deemed to have waived and released the City of Leeds from any such liability.
 - h. No representations, negotiations, decisions, or actions shall be relied upon by the bidder as a result of any discussions with a City of Leeds, or City of Leeds official, employee and /or consultant. Only those instructions provided in written form from the contact specified in the bid packet may be relied upon. Also, he City of Leeds will only consider written and signed requests from bidders.
 - 1. The City, nor the City of Leeds shall not be liable for any pre-contract costs incurred by interested bidders participating in the selection process, including, but not limited to, any costs associated with proposals submitted in response to this ITB or any costs associated with meetings, travel, or negotiations.
- J. Responses submitted to this ITB shall become the property of the City of Leeds and will not be returned.

- k. The City of Leeds reserves the right to amend this ITB by addendum, at any time, in its sole and absolute discretion, including, but not limited to, the schedule set forth herein, and the City of Leeds will furnish such addenda as may be issued to those bidders being furnished with a copy of this ITB.
- l. All questions and requests for clarification or interpretation must be made in writing and directed to the contact listed herein. All answers to questions, clarifications, and interpretations of this ITB shall be made only by addendum issued by the City. The City of Leeds will furnish such addenda as may be issued to those bidders being furnished with a copy of this ITB.
- m. Each addendum issued by the City of Leeds will be transmitted either by email, facsimile, United States Mail or other courier service. Any addendum so issued shall be considered a part of this ITB and each respondent shall acknowledge in its proposal receipt of all addenda. Failure to include such acknowledgement in a proposal may be grounds for disqualifying the bidder from further consideration.
- n. The contents of each bidder's proposal, including technical specifications for the proposed services shall remain valid for a minimum of ninety (90) calendar days from the proposal due date, and the proposal may not be withdrawn during said ninety (90) day period without the prior written consent of the City.
- o. The City, if it selects a bidder through this ITB process, will award a contract to a single bidder for all provisions of the ITB. Bidders may provide a proposal that includes subcontractors, but the City of Leeds will enter into a single agreement with one bidder acting as the prime contractor. The prime contractor will be responsible for fulfillment of all obligations under the contract, including but not limited to, the timeliness, quality, and deliverables provided by any subcontractors under the prime contractor's agreement.
- p. Subcontractors may be required to comply with the same requirements as the primary contractor (e.g., E-Verify, anti-discrimination requirements, insurance requirements, etc.).
- q. Commencing with the issuance of this ITB, no bidder or anyone acting on a bidder's behalf, shall make direct or indirect contact with City, or City of Leeds personnel or undertake any activities or take any action to otherwise promote its proposal to the City of Leeds or its personnel. All communications shall be made to the contact identified herein. Violation of this requirement may, at the City of Leeds sole and absolute discretion, be grounds for disqualifying a bidder from further consideration. By submitting a proposal in response to this ITB, each bidder expressly represents that they have taken no exception to any term, condition, obligation, or requirement contained in this ITB, unless such exception is clearly and expressly stated in its proposal. Each bidder further represents that they will report immediately to the City in writing any errors, inconsistencies, ambiguities, or terms which limit competition or which or otherwise unlawful that they discover in this ITB and supporting documentation.
- r. The City of Leeds may make such independent investigations as it deems necessary to determine the capability of any bidder to perform the work, and each bidder shall

furnish to the City of Leeds all such information and data for this purpose as the City may request. Failure to furnish such information in a timely manner may be grounds for disqualifying the bidder from further consideration.

- s. Anything in this ITB to the contrary notwithstanding, the City of Leeds reserves the right always and in its sole and absolute discretion, to do any one or more of the following: (1) cancel this ITB, at any time; (2) reject all proposals that may be submitted; (3) negotiate with one or more of the respondents' submitting proposals until such time as a definitive agreement is reached with a respondent or until the City of Leeds determines to discontinue negotiations.
- t. All Contractors submitting proposals in response to this document will furnish a copy of their current City of Leeds business license and a current Chemical Applicators license attached to their completed ITB document. All employees of said contractor shall possess, and always maintain on their person, the appropriate licensure for the operation of machinery/equipment for which they are operating. There shall be at least one employee on each Contractor's crew that speaks fluent English.
- u. All Contractor employees performing work within the city limits of Leeds are required to always wear reflective traffic vests, while performing work on/in /within rights-of-way listed in this document. As well, all Contractor equipment being used within our rights-of-way will always have at least one (1) amber strobe light and one (1) clear strobe light in operation.
- v. All employees of contractor shall always wear a badge on their person, on which shall be the name of the Contractor's company and the employee's full name while performing work under this contract.
- w. The contractor shall bill the City of Leeds on the first of each month for the services provided for the previous month, i.e., submit a February 1 for services performed January 15 through January 31.
- x. After reasonable notice to the contractor, the City of Leeds may review any of the Contractor's internal records, reports, or insurance policies applicable to the contract, during the term of this contract.
- y. The contractor will provide the required services and will not subcontract or assign the services without written approval by the City of Leeds.
- z. Both the Contractor and the City of Leeds agree that the contractor is neither an employee nor an agent of the City of Leeds for any purpose.

18. Additional Orders: Unless it is specifically stated to the contrary in the bid response, the City of Leeds reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

19. Assurance of Non-Conviction of Bribery: The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees

directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

20. Schedule: The following is the current schedule as defined by the City of Leeds:

Please provide one (1) original and four (4) copies of the Response/proposal.

Selection Process, Step Date(s):

- Invitations to Bid Posted/Advertised: **February 19, 2022**
- Non-Mandatory Pre-Bid meeting: **March 3, 2022**
- Proposals Due: **March 8, 2022**
- Bids opened: **March 8, 2022**
- City of Leeds Award Bid: **On or after March 8, 2022**
- Implémentation/Mobilisation : **On or after 8, 2021**
- :

**SECTION IV
RESPONSE FORM**

Date: / /

Bid Number: 2022-01

Bid Name: ITB FOR LANDSCAPING SERVICES FOR THE CITY OF LEEDS, ALABAMA

Award Duration: ONE (1) year from signing date of contract, with the option of the Parties to renew bid or contract for TWO (2) additional ONE (1) year periods, if terms and conditions, including pricing remain the same, and both parties agree to renewing the contract.

The contractor agrees to complete all the work within timeframes specified.

The owner agrees to provide the following materials: **NONE**

Maintenance Location:	Bid Amount for Contract Period:	Mark "X" if NO BID on any Site
Primary Maintenance Sites:		
a) Cedar Grove Cemetery	\$.00	
b) Shiloh Cemetery	\$.00	
Total Annual Bid	\$	
Hourly Rates for additional services requested	\$.00	

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):		Mark "X" to acknowledge Receipt
ADDENDUM NO. (if any)	DATE ISSUED	
1.		
2.		

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "preside", "secretary" "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Leeds, Jefferson County, Alabama, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Leeds, Jefferson County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. The undersigned also affirms he /she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands and seals this _____ day of **February 2022**.

If Individual: Name of Individual or Partnership: _____

Authorized Representative to sign:

(Print Name) _____

Address: _____

Phone Number:() _____ Fax Number: () _____

Primary e-mail address: _____

Alabama Contractor's License No: _____

If Corporation or LLC:

Company Name: _____

State of Incorporation: _____

Company Representative: _____

Authorized Representative: _____

Address: _____

Phone Number () _____ Fax Number () _____

Primary e-mail address _____

STATE OF _____ COUNTY OF _____

I, the undersigned authority in and for said State and County, hereby certify that

_____ As respectively, of _____

whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bear's date.

Given under my hand and Notary Seal on this ____ day of _____ . **XXXX**

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SECTION V

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, are held and firmly bound unto said City of Leeds hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered a certain Contract with said Obligee, dated _____ **2022**

(Hereinafter called the contract) for **Bid Number 2022-01 ITB For Park Maintenance Landscaping Services for the City of Leeds, Alabama** which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such contract, or any amendment or extension of or addition to said contract, and for the payment of reasonable attorneys' fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said contract falls due) in which action such claim or claims shall be adjusted, and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the City of Leeds or their successors or representatives as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.
- (e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Signed this _____ day of, _____, 2022

(Individual principals sign here)

Business Name: _____

(Individual principal's signature) _____

(Individual principal's printed name) _____

(Individual principal's signature) _____

In the presence of:

(Witness) _____

(Corporate principal signs here)

Corporation Name: _____

(Corporate principal's signature) _____

(Corporate Principal's printed name) _____

(Attest) _____

(Surety signs here) _____

(Identify Officer Position/Authority) _____

(Witness to Surety) _____

SECTION VI

INSURANCE REQUIREMENTS

1. Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Leeds at limits and coverages specified herein. The City of Leeds will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to protect the contractor fully and adequately.
2. All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City of Leeds for prior approval.
3. **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE CITY.**
4. Worker 's Compensation and Employers Liability Part One: Statutory Benefits as required by the State of Alabama.
5. Employers Liability \$100,000 Each Accident \$100,000 Each Employee \$500,000 Policy Limit.
6. Bodily injury by accident \$1,000,000 Each Accident
7. Commercial General Liability: Coverage on an Occurrence form with a combined single limit of
 - a. Bodily Injury and Property Damage combined as follows:
 - Each Occurrence \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Products/Completed Operation Aggregate \$2,000,000
 - General Aggregate \$2,000,000
 - b. Coverage to include
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Products/Completed Operations
 - Independent Contractors
 - Blanket Contractual Liability
 - Explosion, Collapse and Underground hazards
 - Broad Form Property Damage
8. Automobile Liability: Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.
9. Certificate of Insurance: A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City of Leeds PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

SECTION VII

CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 2022 by the City of Leeds, Jefferson County, Alabama, hereinafter called the "**Owner**", and _____ a corporation organized and existing under the laws of the State of Alabama, hereinafter called the "**Contractor**" or "**Bidder**", on the Bid Number **2022-01, ITB FOR PARK MAINTENANCE AND LANDSCAPING SERVICES FOR THE CITY OF LEEDS as included herein as if fully set forth.**

WITNESSETH:

The **OWNER** and the **CONTRACTOR** agree as set forth below:

- The contract consists of all of the items contained within this contract, the associated bid package, addenda, amendments drawings, charts and appendices, if any.
- The **CONTRACTOR** shall perform all the **WORK** described herein.
- **DURATION:** The term of the Agreement shall be for a period of ONE (1) year from the signing date of (1) year increments if terms and conditions, including pricing remain the same, and both parties agree to renewing the bid or contract. Therefore, the Contract will begin in _____, 2022 terminate on _____ 2022.
- **ORDERING:**
 - a. City of Leeds will order the initiation of **WORK** by issuing a Notice to Proceed to the awarded bidder.
 - b. The mobilization period will be from date of contract execution.
 - c. Contractor will begin physical services ____/____/_____.
 - d. Other work outside the scope and specifications will be ordered by Purchase Orders specific to the events.
- **PAYMENT:**
 - a. **Compensation:** Payment shall be based upon the rates set forth in the awarded bidder's "bid response" form.
 - b. **Invoices:**
 - **Invoices for Routine Services:** For routine services, the contractor will submit to the Owner, monthly invoices. Contract name must be referenced on all communications including signed delivery / service tickets and invoices.
 - **Invoices for Non-Routine work:** For other work outside the scope of routine, contractor is to invoice Owner upon completion of work specified. Submittal will include signed delivery / service tickets and invoices.
 - **Send Invoices to:**

City of Leeds
1400 9th St
Leeds, Al 35094

- c. **Payment of Invoice:** All invoices received by the Owner are payable within thirty (30) days from the date of receipt by the Owner, provided they are approved by the Owner.
- **PAYMENT WITHHELD:** The Owner may withhold approval for payment on any request, and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of:
 - a. Negligence on the part of the contractor to execute the work properly or fail to perform any provision of this Agreement.
 - b. The Owner, after three (3) days written notice to the contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.
 - c. Claims filed or reasonable evidence indicating probable filing of claims.
 - d. Failure of the Contractor to make payments properly to Subcontractors for material or labor.
 - e. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
 - f. Damage to City of Leeds facilities, or another contractor or another contractor's work.

When the above grounds are removed, payment shall be made for the amount withheld because of them. The contractor waives all cancellation rights under the agreement if payment is withheld for one or more of the above reasons.

- **GENERAL CONDITIONS:**
 - a. **Indemnity:** The Contractor hereby agrees to indemnify and save harmless the Owner, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Agreement, to the extent caused by a negligent act or omission of the contractor, their agents, servants, employees, Subcontractors, or others associated with the contractor. The contractor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement to the extent that the damage or injury is caused by a negligent act or omission of the contractor.
 - b. **Notification and Accident Reports:** In the event of accidents of any kind, the contractor shall notify the Owner in writing immediately and furnish, without delay copies of all such accident reports to the Owner. If the performance of their work, the contractor fails to immediately report an accident to the Owner, of which the contractor has knowledge of, and which results in a fine levied against the Owner then the contractor shall be responsible for all fines levied against the Owner.
 - c. **TERMINATION OF AGREEMENT:**

- **Termination for Default:** Performance of Work under this Agreement may be terminated by the Owner, in whole or in part, in writing, whenever the Owner determines that the contractor has failed to meet the requirements of this Agreement. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the contractor fails to perform the work within the time specified in the Agreement, or if the contractor fails to perform any other provision of the Agreement

Failure to Deliver: Failure on the part of the contractor to deliver or perform the work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the contractor to make replacements of rejected work, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, work of comparable grade to replace the items or work rejected, not delivered, or completed. On all such purchases, the contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred more than Agreement prices.

Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume services delivered, subject to an adjustment of price to be determined by the Owner.

Termination for Convenience: Owner has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by Owner shall be paid by Owner.

- **WARRANTY:**
 - a. The Contractor warrants that the work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality, and be free from all faults, defects, or errors. If the contractor is notified in writing of a fault, deficiency or error in the work, the contractor shall at the Owner's option, either re-perform such portions of the work to correct such fault, defect or error, at no additional cost to the Owner, or refund to the Owner the charge paid by the Owner, which is attributable to such portions of the faulty, defective or erroneous work, including costs for re-performance of Work provided by other Contractors.
 - b. All equipment and materials provided by the contractor shall be merchantable and for the purpose intended.
- **TIME OF COMPLETION:** The Owner and Contractor understand and agree that time is of the essence in the performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions, or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of ability to

obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner's or Contractor's contractual control respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner's or Contractor's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of work, shall extend the time of the Owner's or Contractor's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the Owner may, at their discretion, cancel this Agreement for their own convenience.

• **INSURANCE REQUIREMENTS:**

- a. Contractor at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Leeds at limits and coverages specified herein. The City of Leeds will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to protect the contractor fully and adequately.
- b. All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and /or group funds not having an A.M. Best rating must be submitted to the Owner for prior approval.
- c. **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE OWNER.**
- d. Worker 's Compensation and Employers Liability Part One: Statutory Benefits as required by the State of Alabama.
- e. Employers Liability \$100,000 Each Accident \$100,000 Each Employee \$500,000 Policy Limit.
- f. Bodily injury by accident \$1,000,000 Each Accident
- g. Commercial General Liability: Coverage on an Occurrence form with a combined single limit of
 - Bodily Injury and Property Damage combined as follows: Each Occurrence \$1,000,000
Personal and Advertising Injury \$1,000,000
Products /Completed Operation Aggregate \$2,000,000
General Aggregate \$2,000,000
 - Coverage to include
Premises and operations
Personal Injury and Advertising Injury
Products/Completed Operations
Independent Contractors
Blanket Contractual Liability

Explosion, Collapse and Underground hazards

Broad Form Property Damage

- u1. Automobile Liability: Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.
- 1v. Certificate of Insurance: A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City of Leeds **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

- **ACCEPTANCE OF WORK:** The Owner will be deemed to have accepted the work after the Owner agrees, the work is completed. In the event Work furnished under the Agreement is found to be defective or does not conform to the intent of the Agreement, the contractor shall correct the deficiency within a reasonable time frame as determined by the appropriate City official overseeing the subject project. Failure on the part of the contractor to properly correct the deficiencies within the time period allowed will constitute the Owner's right to cancel the Agreement immediately, upon written notice to the contractor.
- **CORRECTION OF WORK:** The Contractor shall promptly correct all work rejected by the Owner as faulty, defective or failing to conform to the Agreement, whether observed before or after completion of the work. The contractor shall bear all costs of correcting such rejected work.
- **SAFETY MEASURES:** The Contractor shall take all necessary precautions for the safety of the Owner's and Contractor's employees at all Work sites, and shall erect and properly always maintain, all necessary safeguards for the protection of the workmen and the public. Where necessary, the contractor shall post signs warning against hazards in and around the Work site as customary in the industry.
- **EXTRA WORK AND ASSOCIATED COSTS:**
 - a. The Owner, without invalidating the Agreement, may order changes in the work within the general scope of this Agreement, consisting of additions, deletions, or other revisions, the Agreement price and time for execution of the work being adjusted accordingly.
 - b. All such changes in the work shall be authorized by a written work order or other documentation constituting an Amendment, Change Order, or Purchase Order, and shall be executed under the applicable conditions of the Agreement.
- **FAMILIARITY WITH THE WORK:**
 - a. The contractor, by executing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Agreement by the contractor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

- **CONTRACTOR LIABILITY:** Nothing in this Agreement shall be construed to mean that the contractor assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the contractor or its agents, servants, employees, and subcontractors.
- **MISCELLANEOUS PROVISIONS:**
 - a. The contractor shall not employ Subcontractors without the express written permission of the Owner or its agents, servants, employees, and subcontractors.
 - b. The contractor shall not assign the Agreement or sublet it without the express written permission of the Owner. The contractor shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the contract, or sublet it, without the consent of the contractor.
 - c. No waiver, alteration, consent, or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor.
 - d. The contractor is to procure all permits, licenses, and certificates, or any approvals, of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of work covered under this Agreement and must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Leeds with a "Material Safety Data Sheet" for all goods that carry one.
 - e. The contractor shall always, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the contractor fails to clean up the Work site, the Owner will complete the task and charge the contractor for such services.
 - f. This Agreement is considered a non-exclusive Agreement between the parties.
 - g. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
 - h. Any litigation arising out of the Agreement shall be heard in the Courts of Jefferson County, Alabama.
 - i. This Agreement contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - j. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

CITY OF LEEDS, LEEDS, ALABAMA

David Miller, Mayor

ATTEST: _____

(Name of Contractor)

By:

ATTEST: _____

