

CONTRACT DOCUMENTS

FOR



CITY OF LEEDS, ALABAMA

Annual Labor and Equipment Bid

June 2022

HagerCo, LLC

1025 Montgomery Highway, Suite 110

Birmingham, AL 35216

keithlhager@icloud.com

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PROPOSAL

MADE BY _____

ADDRESS _____

TO: CITY OF Leeds, ALABAMA
CITY HALL
1040 Park Drive
Leeds, Al. 35094

The undersigned, as Bidder, proposes and agrees, if this Bid is accepted, to enter into a Contract with the CITY OF LEEDS, ALABAMA in the form of Contract specified and shown in the attached Contract Documents, to furnish all necessary equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the work described in the Advertisement for Bids and in the Contract Documents attached hereto, which are hereby referred to and made a part hereof to the same extent as if fully set out herein, and in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Specifications, and Contract Documents, to the full and entire satisfaction of the Owner, and with a definite understanding that no money will be allowed for extra work except as set forth in the attached Instructions to Bidders, General Conditions, and other Contract Documents, for the following lump sum and/or unit prices:

**PROPOSAL FORM
CITY OF LEEDS, ALABAMA**

2022 Labor and Equipment Bid

ITEM NO.	Item With Unit Price Bid (Unit Prices to be written in words)	Approx. Quantities	Unit Prices	Amount For Item
1.	TRACK HOE and operator _____ Dollars and _____ Cents Per Hour	100 hours		
2.	DUMP TRUCK and operator _____ Dollars and _____ Cents Per Hour	100 hours		
3.	MINI-EXCAVATOR and operator _____ Dollars and _____ Cents Per Hour	100 hours		
4.	SKID-STEER and operator _____ Dollars and _____ Cents Per Hour	100 hours		
5.	TRACK LOADER and operator _____ Dollars and _____ Cents Per Hour	100 hours		
6.	DOZIER and operator _____ Dollars and _____ Cents Per Hour	100 hours		
7.	GENERAL Laborers _____ Dollars and _____ Cents Per Hour	300 hours		

8.	Class A concrete formed and poured (CONC PAID BY CITY) _____ Dollars and _____ Cents Per C.Y.	50 C.Y.		
12.	Single wing "S" Type inlet top formed and poured _____ Dollars and _____ Cents Per each	10 each		
13.	Double wing "S" Type inlet top formed and poured _____ Dollars and _____ Cents Per each	10 each		

TOTAL AMOUNT OF BID

\$ _____

TOTAL AMOUNT OF BID IN WRITING

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" given by the Owner, and to fully complete the Contract with 365 consecutive calendar days thereafter as stipulated in the Contract Documents or until money used as approved by the Contract is completed. The Bidder further agrees that he will not make any claim for extra compensation should completion of work under the Contract be effected in advance of the time specified hereinabove.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Contract Documents relative to the work to be done; that he has read all special provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The Bidder declares that he understands that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only; and are subject to either increase or decrease and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set out herein. Actual quantities will be determined upon completion of the work.

The Bidder agrees that, upon receipt of the notice of acceptance this bid, he will execute the formal contract bound herein within 10 days from receipt of such notice.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good for, and may not be withdrawn for, a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

The Bidder acknowledges receipt of the following addenda:

The undersigned, as Bidder, hereby declares that the name (or names) of the only person (or persons) interested in this Proposal, as principal (or principals), is (or are) as herein below set out and that no person other than that (or those) herein below stated has any interest in this Proposal, or in the Contract to be entered into; that this Proposal is made without connection with any other person, firm or corporation making a proposal; and that it is in all respect fair and in good faith, without collusion or fraud.

Following are the full name and addresses of all persons, firms, and corporations interested in the foregoing bid:

Address:

Respectfully submitted,

By

Title

Date

Contractor's License No.

(SEAL - if Bid is made by a Corporation)

NOTICE TO CONTRACTORS
ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the CITY OF LEEDS, ALABAMA at CITY HALL, 1400 9th Street - Leeds, AL 35094 until 1:30 P.M. o'clock, (LOCAL TIME), June 01, 2022 for furnishing all labor, tools, and equipment, and for doing the work of constructing, according to Plans, Specifications and Contract Documents on file in CITY HALL of said City of Leeds, ALABAMA for public works construction hereinafter described. No bids will be received after the time set forth hereinabove; and the Proposals will be publicly opened and read.

100 Hours John Deere 310G and operator, 100 Hours Tandem dump truck and operators, 100 hours tri-axle dump truck and operator, 100 hours 20 c.y. limb truck and operator, 100 hours Cat 302 mini excavator and operator, 100 hours 783 bob cat and operator, 100 hours Cat 953 track loader and operator, 100 hours 160 link belt excavator and operator, 300 hours laborers, 40 hours motor grader operator, 50 c.y. Class A concrete formed and poured, 5 each single wing S type inlets, 5 each double wing S type inlets.

Plans, Specifications and Contract Documents are open to public inspection at the city hall, CITY OF LEEDS, ALA. or may be obtained from the office of the Engineers, HagerCo LLC via email at keithlhager@icloud.com.

The Owner reserves the right to reject any or all bids, to waive any informality in any bid, and to accept any bid considered advantageous to the Owner. No bid will be withdrawn after the time for opening of bids has passed. The Owner reserves the right to hold the bids for a period of sixty (60) days after the date of receiving the bids.

The Contractor shall obtain and pay for all licenses and permits required by the State, County, or City authorities having jurisdiction over the various phases of the work.

The Contractor shall obtain and pay for all licenses and permits required by the State, County, or City authorities having jurisdiction over the various phases of the work.

INSTRUCTIONS TO BIDDERS

RECEIPT OF BIDS

Sealed Bids will be received by the CITY OF LEEDS, ALABAMA at the LEEDS CITY HALL, until 1:30 P.M. o'clock, (local Time) June 01, 2022 for Annual Labor and Equipment Bid Contract as set forth in the Advertisement for Bids.

PLANS AND SPECIFICATIONS

Plans, Specifications and Contract Documents are open to public inspection at the city hall, CITY OF LEEDS, AL, or may be obtained from the office of the Engineers, HagerCo LLC via email at keithlhager@icloud.com.

DEFINITIONS

The following terms as used in these Specifications and Contract Documents, are respectively defined as follows:

- (a) "Contractor" or Contractors: The person, firm or corporation signing the Contract with the Owner.
- (b) "Sub-Contractor": One who contract with the Contractor to perform all or any part of the Contract to be performed by the Contractor under the attached Documents.
- (c) "Work at Site of Project": Work to be performed, including work normally done at the location of the project.
- (d) "Purchaser, Owner, Authority": City of Leeds, Al.
- (e) "Engineer" or "Engineers": HagerCo LLC, Engineers or their duly authorized representative.
- (f) "Days": Calendar days, unless otherwise specified.
- (g) "Proposal": Wherever "Proposal" is used, it shall mean "Bid".

PROPOSAL FORM

The Engineers will furnish Bidders with a form of Proposal. No bid will be considered unless submitted on such form. All papers bound with, or attached, to the Proposal Form (including Instructions to Bidders, General Conditions, Specifications, Contract Documents, etc.) are a necessary part thereof and must not be detached.

The Bidders shall complete the Proposal Form in manner prescribed, using ink for writing in both words and figures. Words and figures may be typed. The Bidder must sign the Bid correctly and legibly; and shall state his interest, title, or office in the company submitting the Bid. If the Bid should be made by an individual, his full name and address shall be shown; if made by a firm or partnership, the full name and address shall be shown; if made by a firm or partnership, the full name and address of each member of the firm or each partner shall be shown; and if made by a corporation, the full names and addresses of the president, secretary and treasurer shall be shown.

Should the Proposal Form not be fully completed in ink by the Contractor, the Bid will be deemed to be informal and may be rejected. In case of any discrepancy between any price written and that shown in figures, the price written shall be used for determination of the Bid.

Bidders shall not attach any conditions or provisions to the Documents nor alter the Proposal Form in any manner whatsoever.

BIDS

Bids shall be enclosed in a sealed envelope, endorsed

and addressed to THE CITY OF LEEDS, ALABAMA

_____.

The Contractor shall also show, on the outside of the envelope, his name, address.

No Bid will be received after the time specified in the "Notice to Contractors", (Advertisement for Bids).

Any Bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids.

No Bidder may withdraw his bid for a period of sixty (60) days after the date set for opening thereof, as set forth in the "Notice to Contractors", (Advertisement for Bids).

The right is reserved to reject any or all bids, to waive any informality in any bid, and to accept and bid considered advantageous to the Owner.

AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest and best bidder as soon as practicable, provided a satisfactory bid has been received.

The successful bidder will be required to furnish, through an authorized agent in the State of ALABAMA, Employer's Liability and Workmen's Compensation Insurance, Public Liability and Property Damage Insurance and Automobile insurance and shall furnish proof of carriage of all of the above insurance all as set out in detail under these Specifications.

INTERPRETATIONS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, he may submit a written request to the Engineers for interpretations thereof. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued, and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanation of or interpretation of the proposed documents.

COMMENCEMENT AND COMPLETION OF WORK

Following the execution of the Contract by the Owner and the Contractor, the Contractor will be authorized to commence work by written order from the Owner. The Contractor shall then commence work on the project within the time stated in the Proposal, unless such time stated is extended by mutual agreement between the Owner and the Contractor, and shall fully complete all work under the Contract with the number of consecutive calendar days specified in the Contract.

FAMILIARITY WITH LAWS

The Bidder is assumed to have familiarized himself with all state laws and with all local ordinances and regulations which, in any manner, may affect the conduct of the work, or those engaged or employed on the work, and no pleas of misunderstanding will be considered.

ASSIGNMENT OF CONTRACT

The Contractor shall not assign his Contract, nor any part thereof, nor any moneys due, or to become due there under, without prior written approval of the Owner. In case the Contractor, with the consent of the Owner assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior valid claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of work under his Contract.

SUB-CONTRACTING

No part of the Contract shall be sublet without the prior written approval of the Owner. The Contractor shall, following execution of the Contract, immediately submit to the Owner the names of sub-contractors whom he proposes to employ on the project.

EXECUTION OF CONTRACT

The Contract Documents shall be executed in FOUR 3, each counterpart of which shall be considered as an original counterparts or copies.

QUALIFICATIONS OF BIDDERS

A bidder being considered for award of the Contract shall present satisfactory evidence showing that he has the necessary capital, organization, facilities, and equipment to perform the work under the Contract; and showing that he has contracted for and performed similar work in a satisfactory manner.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____
day of _____ in the year of _____, by and between THE CITY
OF LEEDS, ALABAMA.

(hereinafter called the Owner), and

(hereinafter called the Contractor).

WITNESSETH: That the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows.

Article I. CONTRACT DOCUMENTS. The Contract Documents shall consist of: this Agreement, Contractor's Proposal, Notice to Contractors (Advertisement for Bids); all Addenda issued prior to the submittal of the Proposal; all Modifications issued and agreed upon by the Owner and the Contractor prior to and subsequent to the execution of this Agreement; and the Plans (Contract Drawings) and Specifications as prepared by Spencer Engineering Consultants, Inc. 3237 Lorna Road, Birmingham, Alabama 35216, and as on file in the office of the Owner. The documents enumerated hereinabove form the Contract and all are as fully a part of the Contract as if attached to this Agreement and/or fully set forth herein.

Article II. SCOPE OF WORK. The work to be done under this Contract by the Contractor, at his own cost, shall consist of furnishing all labor, materials, supplies, tools and equipment, and of performing all work necessary to construct and fully complete the project entitled, 2014 Labor and Equipment Bid Contract 2014-014 all in accordance with

the Contract Drawings and Specifications and with the requirements and provisions of the Contract Documents, all of which for this Contract.

Article III. TIME OF COMPLETION. The work to be performed under this Contract shall be commenced within 10 calendar days after the date on which the Notice to Proceed is issued. The work shall be fully completed within 365 calendar days after the date on which the Notice to Proceed is issued, subject however, to such extensions of time as may be authorized in accordance with the provisions of the Contract Documents.

Article IV. CONTRACT PRICE. The Owner shall pay the Contractor in full payment for performance of work under this Contract, in accordance with the price or prices set forth in the Proposal submitted by the Contractor, which Proposal is bound herewith and made a part hereof to the same extent as if fully set out herein, but subject to such additions and deductions as provided for in the Contract Documents, the sum of (\$ _____).

The Contract Price shall be equitably adjusted to compensate for any changes in the work or extra work as may be ordered by the Owner.

Article V. CHANGES IN WORK AND EXTRA WORK. The Owner shall have the right to increase or decrease quantities of work to make changes in the work, and to require the Contractor to perform extra work necessary for the satisfactory completion of the project.

Where new and/or unforeseen items of work are found to be necessary for the satisfactory completion of the project, and where the character of the work is such that a reasonable price for the performance of the work cannot be established by use of contract prices or combinations thereof, such new and/or unforeseen items of work shall be classed as Extra Work.

Where the satisfactory completion of the project requires that changes in work be effected or extra work be ordered, the procedure to be followed in such cases shall be in

accordance with the provisions of the Articles of the General Conditions relating to CHANGES IN WORK, and PAYMENT FOR EXTRA WORK.

Article VI. PROGRESS PAYMENT. The Owner shall, on or before the 1st and 15th day of each calendar month, make a progress payment to the Contractor in amount equal to value of work performed on the project through the closing date of the preceding estimate period.

Article VIII. MISCELLANEOUS PROVISIONS. Terms used in this Agreement which are defined in the General Conditions and in the Instructions to Bidders shall have the same meaning as designated in those component parts of the Contract Documents.

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor are listed in Article I of this Agreement and, except for Modifications issued after the execution of this Agreement, are enumerated herein below. The signatures which appear hereunder shall have the same force and effect as if appearing on all of the Contract Documents enumerated as follows:

1. Contract Agreement
2. Proposal
3. Bid Bond
4. Advertisement for Bids
5. Instructions to Bidders
6. Insurance Requirements
7. Specifications
11. Drawings
12. Addenda

IN WITNESS HEREOF, the said Contract has hereunder executed this Agreement by his signature shown hereon, and said Owner has hereunder executed this Agreement by affixing hereto his corporate seal and by signature of his corporate officer(s) as shown, on the date first written above, in FOUR (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original.

ATTEST:

CITY OF LEEDS, ALABAMA.

City Clerk

By _____
David Miller
Title Mayor

CONTRACTOR:

BY _____

ATTEST:

TITLE: _____

SCOPE OF WORK

- 1-0 GENERAL:** The contractor shall provide labor and equipment for public works projects as requested by the City and as directed by the City Engineer. The City through the City engineer will work up a scope of work and prepare any required designs. All work will be to the standards set forth in the City of Leeds subdivision regulations. The City will prepare a scope of work and the Contractor will provide the City with an estimate of labor and equipment to complete the project. The City once it agrees with the scope of labor and equipment will issue a purchase order for this work. The hours of equipment and labor will be paid for actual time spent. No payment for equipment breakdown or delays caused by the contractor. The contractor will provide men work ahead signs on roadways and use traffic control when necessary to protect the public. Equipment noted in the proposal is the minimum size for the job. Other equipment of equal or larger size can be used. All materials used will be ordered and paid separately by the City through the Jefferson County PACA bid or with vendors that the City has a current account with for materials. All work shall have a one year warranty from time of completion of the purchase order. The City of Leeds pays invoices on the 1st and 15th of the month. All invoices must be into the City three days prior to these dates.
- 2-0 Class A Concrete:** The contractor will be responsible for forming and pouring Class A concrete for sidewalks, curb and gutter, valley gutters and retaining walls, providing labor and equipment which will be included in the price per cubic yard and will not be paid as separate items for labor and equipment noted in the proposal. The City will pay for the concrete and re-bar used in the concrete work.
- 3-0 Contractor's Time of Work:** The contractor shall start work once a purchase order has been issued within 14 calendar days. If there is a delay due to weather the contractor will ask for a time extension for start of work. Should the contractor fail to start within 14 from issuance of the purchase order the City will notify the contractor that he is in violation of the contract.

4-0 INSURANCE REQUIREMENTS:

INSURANCE

a. Special Hazards or Perils the Public Liability and Property Damage Insurance Coverage of the contractor's operations shall provide adequate protection against death, bodily injury, or property damage resulting from blasting operations.

b. General Conditions shall be fully implemented by the Contractor. Name insured shall include the Owner and the Engineer "Owner and Engineer" shall also mean each of their officers, agents and employees. The Contractor shall furnish to the Owner "Owners and Contractor' Protective Liability Insurance Coverage for Operations of Designated Contractor. Coverage shall not be less than the following:

- **Bodily Injury \$1,000,000 ea. occurrence, \$2,000,000 aggregate**
- **Property Damage \$1,000,000ea. occurrence, \$2,000,000 aggregate**
- **Personal Injury \$1,000,000 ea. occurrence, \$2,000,000 aggregate**
- **Excess Liability Umbrella \$2,000,000ea. occurrence, \$2,000,000 aggregate**

The Named Insured shall be the Owner, and by endorsement attached to the Policy the Named Insured shall also be the Engineer. The "Owner" and "Engineer" shall also mean each of their officers, agents and employees. As an alternate to the above insurance the Contractor may name the "Owner" and the "Engineer" as additional insured on his General Liability, Automobile liability and excess liability policies to at least the minimum limits listed.