



City of Auburn

Home of Auburn University

May 6, 2022

INVITATION TO BID

Sealed bids will be received by the City of Auburn, Alabama, until 10:30 a.m., local time, on Wednesday, May 25, 2022, in the Office of the City Manager, 144 Tichenor Avenue, and then be publicly opened and read at the City Meeting Room, 122-B Tichenor Avenue, for furnishing all labor, materials and equipment necessary for the completion of the following project:

May 2022 City Tree Removal

The project consists of removal of six (6) trees at various locations within the City.

Bid specifications are attached. The City is requesting bid pricing on the following: hourly labor charges including equipment usage for routine and emergency tree services, unit cost of tree services. Please direct any questions to Anne Randle, Urban Forestry Specialist, at 334.501.3000 or arandle@auburnalabama.org.

Bids must be submitted upon the attached forms furnished by the City of Auburn, Alabama. No bids may be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids. A sealed envelope containing the original proposal and one (1) copy must be delivered or mailed to:

Purchasing Officer, City of Auburn
144 Tichenor Avenue, Suite 5
Auburn, AL 36830

Envelope must be plainly marked on the outside as follows:

BID:	May 2022 City Tree Removal and Pruning
OPENING:	10:30 a.m. local time
DATE:	Wednesday, May 25, 2022

The City reserves the right to select the lowest responsible bidder as the best interest of the City may require, to award the purchase contract from any of the bids, to reject any or all bids, and to waive any informalities in bids received. Bid will be good for thirty (30) days after being opened by the City of Auburn, Alabama.

All bidders are required to be compliant with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, No. 2011-535 Code of Alabama (1975) § 31-13-9 as amended May 16, 2012 regarding employment practices. For all bidders that employ persons in the State of Alabama, documentation of enrollment in E-Verify should be included with the bid and will be required as a condition for the award of any contract. All bidders are advised that the award of the contract is conditioned on the bidder not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. The awarded contract will contain a provision whereby the bidder pledges not to violate federal immigration law.

Legislative Act 2016-312 (the "Act") prohibits the City from entering into contracts with any business entity that is actively engaged in or plans to engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade; unless such business entity provides the goods or services for at least 20 percent (20%) less than the lowest business entity in compliance with the Act. All bidders understand and agree that in the awarded contract, the lowest responsive bidder must either certify that it is in compliance with the Act and agree that it will not violate the act during the term of the contract; or agree to offer the goods or services for at least 20 percent (20%) less than the lowest business entity certifying compliance with the Act.

The City elects to utilize the Local Preference Zone as established under Section 41-16-50(a) of the Code of Alabama 1975. In the event a bid is received for services to be contracted from a person, firm, or corporation deemed to be a responsible bidder having a place of business within the Lee County, Alabama and the bid is no more than five percent (5%) greater than the lowest responsible bidder, the City of Auburn may award the contract to the resident responsible bidder.

The successful bidder is responsible for acquiring the appropriate business licenses and permits to conduct work with the City of Auburn. In addition to the business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with City ordinances and codes. In accordance with Section 39-3-5 of State Code, any non-Alabama bidders must submit a written opinion from an attorney stating the amount and criteria, if any, of local preference granted by law to non-resident businesses in his state of residence. Questions regarding business license and applicable taxes may be directed to the Revenue Office at (334) 501-7239.

Award of the contract, if to be awarded, will be made within thirty (30) calendar days after opening of bids to the lowest responsible bidder whose proposal complies with the requirements of the invitation to bid. Should no award be made within the thirty (30) days, all proposals will be rejected unless the successful bidder agrees in writing to a stipulated extension in the time limit for award. The successful bidder will be notified by letter, mailed to the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

The City of Auburn believes fully in equal opportunity in the provision of supplies, equipment, construction and services. Positive steps should be taken to assure that small business, minority businesses and women-owned businesses are given many opportunities to provide the above-mentioned services when economically feasible. In the case of construction projects, the City of Auburn shall rely on individuals or firms seeking to do business with the City of Auburn to ensure that such above-mentioned businesses are given ample opportunity to participate on a sub-contractual basis.

The contractor agrees in all events to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories if the same are available at reasonable prices. If the contractor determines that said items are not available at a reasonable price, the contractor must first contact the City of Auburn and obtain approval for the use of other materials, supplies and products. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

Please note that the City of Auburn has a mandatory Partial Payment Request form that must be completed and submitted by the contractor before payment is considered. A copy of the required form is included in the "Information to Bidders". Payments are mailed on each Friday of the month. Pay requests must be reviewed and approved by the appropriate City representative (architect, if applicable, inspector, project manager and department head) and received by Accounts Payable at least seven (7) days prior to the scheduled mailing date. The City of Auburn will process only one invoice per month for partial payment to the contractor. If you have any questions concerning billing, contact our accounts payable office at 334.501.7237 or 334.501.7238.

The Contractor will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and explosion, collapse, and underground (X, C & U) hazards. If the general liability insurance coverage is on a claims-made basis, the Contractor will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement at the limits specified in this paragraph. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and, \$500,000.00 disease – policy limit. The Contractor will be responsible for the payment of any deductibles or self-insured retentions. The

Contractor's insurance is primary. If the Contractor carries higher insurance limits than those specified, the higher insurance limits will apply.

The certificate of insurance shall provide the City of Auburn, Alabama (City) with thirty (30) days written notice of cancellation of any of the coverages named in said certificate and provide the City with waivers of subrogation for the coverages listed on the certificate.

The City will be named as additional insured under the Contractor's general liability insurance and automobile liability insurance policies. The Contractor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.

At the City's discretion, the Contractor may be required to have in force builder's risk coverage and/or higher liability limits than that mentioned above and/or broader coverage than normally carried by the Contractor.

The Contractor agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any losses by the Contractor's insurance carrier.

Legal action arising from the performance of this contract will be filed in the Circuit Court of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama. The contract will be interpreted according to the laws of the State of Alabama.

The contract may not be assigned by the contractor without written permission of the City of Auburn.

Questions concerning insurance coverage may be directed to the Risk Manager, D'Arcy Wernette at 334.501.7243

CITY OF AUBURN, ALABAMA

Rachel Shelton
Purchasing Officer

FOR SPECIFIC INFORMATION CONCERNING THIS PROJECT, PLEASE CONTACT ANNE RANDLE AT ARANDLE@AUBURNALABAMA.ORG OR 334.501.3000.

May 2022 City Tree Removal

The City is requesting bid proposals for tree removal including all related work as specified within the bid documents within City of Auburn (City). The contract requires the removal of six trees at various locations within the City. The intent of this request is to provide basic guidelines and to provide vendors certain minimum requirements. It is also the intent of this request to look at every offer that meets the threshold requirements. Therefore, vendors are encouraged to offer pricing for the various options and combinations.

The City reserves the right, to select the **most responsible bid** as the best interest of the department may require, awarding the purchase contract from any of the proposals, to reject any or all proposals or parts thereof, and to waive any informalities in proposals received. Proposals will be good for thirty (30) days after being opened.

This contract shall include, but not be limited to, all manufacturing, parts, labor, materials, supplies, equipment, tools, shipping and transportation, and services necessary to complete this project as described herein and the specifications as follows.

Questions or clarification on this request for proposal may be directed to Anne Randle, Urban Forestry Specialist, at 334.501.3000 or arandle@auburnalabama.org.

Scope, Specifications, and Dimensions to the bidder(s)/ vendor(s):

1. The Contractor shall provide all supervision, labor (including a "climber," when necessary), equipment, fuel, traffic control per the most recent version of the Safety Requirements for Arboricultural Operations found in the ANSI Z133 Standard, and any other incidentals necessary to meet the requirements of the performance specifications stated herein.
2. The work shall consist of tree removal (per the requirements in this Invitation for Bid), and the removal and disposal of all debris generated during the removal(s). All trees to be removed have been marked with blue and white flagging.
3. The Contractor shall be capable of commencing work within ten (10) days of the contract award as required.

Performance Based Requirements and Specifications

1. All stumps shall be cut flush to the ground or an otherwise reduced to a level flush to the surrounding grade unless otherwise noted.
2. Bid prices shall be based upon the following:
 - Standard Removals – Trees identified as standard removals shall be removed within fifteen (15) calendar days from the point of notification. Standard removals shall commence upon receipt of a purchase order from the City of Auburn.

3. The Vendor shall be responsible for any traffic control deemed necessary. The vendor shall provide any necessary traffic control equipment as needed.
4. Provide 48 hour notice ahead of start of work.
5. Not perform work before 7 am.

**CITY OF AUBURN
BID PROPOSAL
May 2022 City Tree Removal**

TO: City of Auburn

The undersigned, as Bidder, hereby declares that he has examined the work and informed himself fully in regard to all conditions pertaining to the place(s) where the work is to be done; that he has examined the specifications for the work and documents relative thereto and has read all the special provisions furnished prior to the opening of bids that he has satisfied himself relative to the work to be performed.

The Bidder proposed and agrees, if this proposal is accepted, to contract with the City of Auburn, Alabama, in the form of a contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to and to complete the May 2022 City Tree Removal.

Trees are marked with blue and white striped flagging. The City will acquire right of entry from residents if necessary. **Please specify if you will need right of entry for any of the properties.**

STANDARD REMOVALS: To be completed within 15-calendar days

	Tree Status	Location	Botanical	Required Notes
01	Living	416 Arnell	Oak	Grind stump
02	Living	655 Scottwoods	Sweetbay magnolia	Grind Stump
03	Living	1122 Rustic Ridge	Water oak	Grind stump
04	Dead	1285 N College	Pine	Grind stump
05	Dead	Shelton Mill/N College intersection		On N. College RoW, entangled in wires. Do not grind stump
06	Living	1005 S Dean Rd	Redcedar	Grind stump

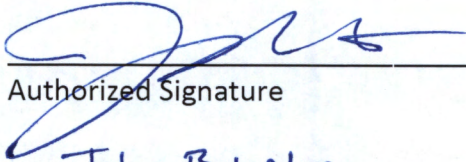
Base Bid: Eight Thousand One Hundred and zero cents
(in words)

TOTAL LUMP SUM BID PRICE: \$8100.00

EXCEPTIONS: If "none", state so here: None
If any exceptions of Owner's specifications are offered, attached full explanations to this bid.

Tiger Tree Experts INC

Name of Company



Authorized Signature

John B. Upton

Printed Name

1918 Wrights Mill Rd
Auburn AL 36830

Address

Auburn AL 36830

City, State Zip

334-745-7366

Phone/Fax Number

John@hellstreeservice.com

Email Address