

TOWN OF MOUNT CARMEL

FY 2016

INVITATION TO BID

&

SPECIFICATIONS

FOR

TREE and BRUSH REMOVAL

**at THE CITY PARK
612 PARK LANE
MOUNT CARMEL, TN 37645**

TOWN OF MOUNT CARMEL
TREE AND BRUSH REMOVAL
AT THE CITY PARK

Sealed bids are invited and will be received by the Town of Mount Carmel for **TREE and BRUSH REMOVAL AT THE CITY PARK at 612 PARK LANE, MOUNT CARMEL, TN.**

Bids must be on the Bid Forms furnished by the office of the City Recorder. Copies of the Bid Form may be obtained from City Hall by calling 423-357-7311 or the bid form and specifications may be picked up at the Town of Mount Carmel, City Hall, 100 East Main Street, Mount Carmel, Tennessee 37645.

Bids must be delivered to, and be on file with, the office of the City Recorder on or before **Monday, June 27, 2016 at 3:00 p.m.** at which time will be publicly opened and read aloud. The envelope containing the Proposal must be sealed and plainly marked "**TREE and BRUSH REMOVAL.**"

The Town reserves the right to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make an award in any manner, consistent with law, deemed in the best interest of the Town. The Town of Mount Carmel is an Equal Opportunity Employer.

Questions, call Public Works Director, Jason Salyer at 423-817-1641.

Town of Mount Carmel
Marian Sandidge
City Recorder
June 10, 2016

TOWN OF MOUNT CARMEL
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
FOR TREE AND BRUSH REMOVAL PROJECT

1. Defined Terms:

- 1.1. The term "Town" means the Owner, the Town of Mount Carmel.
- 1.2. The term "Bidder" means one who submits a Bid directly to the Town, as distinct from a sub bidder who submits a bid to a Bidder.
- 1.3. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the Town shall make an award of the Contract.
- 1.4. The term "Bidding Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.
- 1.5. The term "Engineer" means the City Recorder or the Recorder's designee assigned to this project as the Contract Administrator.

2. Bidding Documents:

- 2.1. Complete sets of the Bidding Documents may be obtained from the City Recorder's office at Town Hall.
- 2.2. Complete sets of Bidding Documents must be used in the preparations of bids. The Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.
- 2.3. The Town, in making copies of the Bidding Documents available on the above terms, does so only to obtain bids on the Work, and does not confer a license or grant for any other use.

3. Qualifications of Bidders:

- 3.1. Bidders must be licensed contractors in the State of Tennessee as required by title 62, Chapter 6 of the Tennessee Code Annotated if the bid being submitted is in excess of \$25,000.
- 3.2. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work. Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a bid, the Bidder certifies that he has the proper license to do the work within and/or for the Town of Mount Carmel, including contractors and business license.

4. Examination of the Contract Documents and Project Sites:

- 4.1. It is the responsibility of the Bidder to:
 1. Thoroughly examine the Contract Documents;

2. Visit the site and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work;
 3. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work;
 4. Study and carefully correlate the Bidders observations with the Contract Documents; and
 5. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.
- 4.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance and furnishing the Work.

5. Bid Form:

- 5.1. The Bid Form is included in the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed, either in ink or typewritten.
- 5.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.
- 5.4. Bids by a partnership must be signed by all partners.

6. Bonds:

- 6.1. Due to the dollar amount of the contract and time for construction, no bonds will be required for the project. However, no payment shall be made to the contractor until the project is completed and accepted by the Owner. Should the project be delayed for some reason that is not the fault of the Contractor, a performance bond for the remainder of the work may be submitted and payment made.

7. Signing of the Agreement:

- 7.1. When the Town submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the Town, accompanied by a certificate of insurance. The Town, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

8. Notice of Award:

- 8.1. The Town may give the Successful Bidder a Notice of Award at any time within 20 days from the date of opening of bids. The Successful Bidder shall begin the Work no less than twenty days from the receipt of the Notice of Award or no less than ten days from the date of his receipt of the fully executed agreement, whichever is later.

9. Indemnity

9.1 The contractor will indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

10. Insurance

10.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below: COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$300,000 each occurrence \$300,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$300,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

TOWN OF MOUNT CARMEL
SPECIFICATIONS AND PROJECT DESCRIPTION
FOR TREE AND BRUSH REMOVAL PROJECT

1. Scope of the Work:

The work described in these specifications consists of furnishing all labor, materials, tools, equipment and services and performing all work required for tree and brush removal within the City Park, 612 Park Lane, Mount Carmel, TN 37645. The work consists of removal of 14 trees marked with white paint and all incidental brush.

2. Safety

2.1 Safety precautions shall be used at all times during the progress of the work. As appropriate, workmen shall be furnished with hard hats, safety shoes, asbestos gloves, respirators, and any other safety apparel that will reduce the possibility of accidents. All Occupational Safety and Health Act requirements shall be observed.

3. Method of Payment

3.1 Upon completion and acceptance of work performed in accordance with the specifications, payment shall become due and payable on a lump sum price. Payment shall constitute full compensation for removal of 14 trees marked with white paint and all brush and for all labor, tools, equipment and incidentals necessary to complete the work in full accordance with the specifications.

TOWN OF MOUNT CARMEL
BID FORM FOR THE TREE AND BRUSH REMOVAL PROJECT

BID OPENING: Monday, June 27, 2016, at 3:00 p.m. Town of Mount Carmel, P.O. Box 1421, 100 East Main Street, Mount Carmel, TN 37645.

BID: TREE AND BRUSH REMOVAL AT THE CITY PARK

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL BID PRICE: TOTAL \$ _____

We acknowledge the right of the Town of Mount Carmel to reject any and all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

Instructions: Return this Bid form to:

City Recorder
"BID TREE AND BRUSH REMOVAL"
100 East Main Street
P.O. Box 1421
Mount Carmel, TN 37645-1421

BY:

VENDOR

CONTACT PERSON

SIGNATURE

STREET, CITY/TOWN, STATE, ZIP

TELEPHONE

TOWN OF MOUNT CARMEL
CONSTRUCTION CONTRACT
FOR TREE AND BRUSH REMOVAL PROJECT

This AGREEMENT made this _____ day of June, 2016 by and between the Town of Mount Carmel, hereinafter referred to as the "Town," and _____ hereinafter referred to as the "Contractor," witnesses that the Town and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as removal of 14 trees marked with white paint and all brush at the City Park for which the Contractor shall furnish all labor and materials necessary to facilitate the Project as described in the Contract documents.

2. Engineer:

2.1. The Project has been initiated by the City Recorder who is hereinafter referred to as the "Engineer," and who is to act as the Town's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The work will be substantially completed within 20 calendar days from the date when the Contract Time commences.

4. Contract Price and Payment Procedures:

4.1. The Town shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds.

4.2. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the Town will make payment within thirty (30) days from the request for payment.

5. Other Considerations:

5.1. IN WITNESS WHEREOF, the Town and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the Town and the Contractor.

5.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the Town of all the work therein.

TOWN OF MOUNT CARMEL

By: _____

Title: _____

SIGNATURES:

Attest: _____

Date: _____

Address for giving Notices:
Town of Mount Carmel
PO Box 1421, 100 E Main St
Mount Carmel, TN 37645

CONTRACTOR

By: _____

Title: _____

Attest: _____

Date: _____

Address for giving Notices:

APPROVED AS TO FORM:

John Pevy, City Attorney