



## INVITATION TO BID

Sealed Bids will be received by the City of Foley at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama 36535 **or** P.O. Box 1750, Foley, AL 36536 until 2:00 p.m., Wednesday, July 2, 2013 for:

### **NATURAL STREAM RESTORATION OF 500 FEET OF WOLF CREEK FROM JUSTICE CENTER TO POPLAR STREET**

at which time and place they will be publicly opened and read. Specifications may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535 or by calling (251) 943-1545.

To be eligible for consideration, bids must be submitted on complete original proposal forms found in the Request for Proposal package. **The specifications and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the bid and the date of the bid opening.** It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

The City of Foley reserves the right to accept or reject any or all bids and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Joseph A. Bouzan  
Purchasing Agent  
City of Foley, Alabama



**BID FORM**

CITY OF FOLEY, ALABAMA  
OFFICE OF PURCHASING AGENT

REQUISITION NO. **XXXXXXXXXXXX**  
BIDS TO BE OPENED AT: **2:00 P.M.**  
DATE: **TUESDAY, JULY 2, 2013**

Sealed bids will be received by the City of Foley, Alabama, at its office in Foley until the above date and time, and then opened as soon thereafter as practicable.

*Joseph A. Bouzon*  
Purchasing Agent

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SPECIFICATIONS: SEE ATTACHED  
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If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. Substitutions will be treated as "approved equivalent or equal" which is discussed in paragraph 1.05 of the bid documents *GENERAL CONDITIONS*. Please refer to Paragraph 1.05 prior to offering any substitutions. No prices shall include State or Federal Excise Tax. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

\*\*\*\*\*  
We are in a position to complete the delivery and set up per the attached quote within \_\_\_\_\_ days after receipt of notice to proceed. Any attachment hereto is made and becomes a part of this inquiry and must be signed by Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at fixed price or to refrain from bidding, or otherwise.

THIS BID MUST BE NOTARIZED  
Sworn to and subscribed before me  
this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature accepted in ink only

STREET ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

BIDS MADE OUT IN PENCIL WILL NOT  
BE ACCEPTED.

TERMS: \_\_\_\_\_  
FOR CASH PAYMENT WITHOUT REGARD TO  
DATE OF REMITTANCE

**ALL BIDDERS MUST USE OUR BID FORM(S). REQUISITION NUMBER AND OPENING DATE AND TIME MUST BE PRINTED ON THE OUTSIDE OF THE SEALED ENVELOPE. EACH BID MUST BE IN SEPARATE ENVELOPES.**



*City of Foley*

## **NATURAL STREAM RESTORATION OF 500 FEET OF WOLF CREEK FROM JUSTICE CENTER TO POPLAR STREET**

### ***Instructions for Contractors***

The City of Foley is soliciting bids to construct a natural stream channel within an excavated floodplain along Wolf Creek from the Foley Justice Center to Poplar Street.

#### **Scope of Work**

The project shall consist constructing a natural stream channel within a newly formed floodplain along 500 feet of Wolf Creek from downstream of the Justice Center Lake to the Poplar Street crossing. Prior to project start, the City shall excavate and grade the floodplain according to the engineered specifications. The contractor shall immediately follow the completion of the floodplain widening with the construction of the natural stream channel. The contractor shall follow the provided engineering specifications for stream design and construction. There shall also be permanent stabilization of the floodplain, channel slopes, and all other exposed soils. The contractor shall coordinate all aspects of the project with the Project Engineer and City Environmental Manager.

#### **General Requirements**

**A Building, Construction or Land Disturbance permit will not be required.**

The Contractor Team, including foreman and operators, must have training and successful experience constructing at least 3 urban stream restoration projects (details of each must be attached with bid package) with the following ecological restoration and stabilization practices:

1. High-precision excavating and grading of stream channels and floodplains to provide permanent functional natural channel design features including thalweg, riffle, step, pool, run, glide, point bar, inner berm, bankfull bench, hyporheic connection, and floodplain wetlands. Grading tolerance is 0.10 foot.
2. High-precision installation of in-stream log and boulder structures for streamflow deflection, grade control, sediment transport, and habitat enhancements. Typical structures include cross-vanes, step-pools, j-hook vanes, boulder plunge pools, log weirs, and constructed riffles. Structure tolerance is 0.05 foot.
3. High-precision installation of streambank stabilization and habitat enhancement

measures including root wads, brush mattresses, brush toe revetments, vegetated geolifts, and other engineered bank stabilization techniques on high-stress streambanks.

4. Successful installation of native riparian vegetation for bank stabilization and riparian habitat, including temporary erosion control grasses, permanent deep-rooted native grasses, wetland plants, live stakes, on-site transplants, bare-root seedlings, and container plants.

5. High-precision installation of stormwater treatment floodplain wetlands and vegetative swales for capturing, treating, and discharging concentrated polluted stormwater in a riparian floodplain setting that contributes to overall stream system health and integrity.

6. Successful erosion and sedimentation control measures during river project construction including pump-around, flow diversion, sediment fence, temporary check dams, turbidity curtains, and other turbidity reduction measures.

7. Successful completion of urban stream restoration projects in tight working conditions, including working within 5 foot of buildings, utilities, and fences.

Contractor is responsible for ensuring that vegetative ground cover is maintained on at least 95% of disturbed surface area and that at least 80% of planted trees and shrubs survive one year following installation.

Contractor is responsible for maintenance of erosion control items (coconut coir matting) and instream structures up to one-year following installation.

A General Contractor's License is required for bids in the amount of \$50,000 or more and **the license number must be written on the outside of the bid packet**. Any bid under \$50,000 will not require a General Contractors license. If awarded the bid, a City of Foley Business License is required prior to proceeding. Prior to award of work, the contractor will also be required to furnish a certificate of General Liability insurance and Workers Compensation insurance.

If the bid award is in the amount of \$50,000 or more, a background check will be performed as referenced in item number 1.14 of the General Conditions.

A performance bond from a duly authorized corporate surety company authorized to do business in the State of Alabama must be executed upon award of the bid with a penalty equal to 100% of the amount of the contract price. Said bond will be returned to the contractor upon successful completion and acceptance of the structure by the City of Foley.

Bid for **NATURAL STREAM RESTORATION OF WOLF CREEK FROM JUSTIC CENTER TO POPLAR STREET** per attached specifications:

**TOTAL COST \$** \_\_\_\_\_

**(The Cost associated with the Performance Bond shall be INCLUDED in the TOTAL COST)**

Estimated time of completion: \_\_\_\_\_ days

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACTOR LICENSE NUMBER: \_\_\_\_\_

FOLEY BUSINESS LICENSE: \_\_\_\_\_

*(If awarded this project, you MUST have a City of Foley Business License prior to proceeding with construction.)*

SIGNATURE: \_\_\_\_\_



## THE CITY OF FOLEY, ALABAMA GENERAL CONDITIONS

To insure acceptance, all bidders submitting bids to the City of Foley shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids **not** submitted on the bid form(s) provided may be rejected, and bids **not** complying with these conditions will be subject to rejection.

### 1.0 Intent of Specifications:

It is the intent of the specifications attached hereto to set forth and describe certain item(s) or service(s) to be purchased by the City of Foley including all materials, equipment, machinery, tools, apparatus, and means of transportation (meaning freight costs) necessary to provide these items or services.

### 1.01 Legal Requirements:

All applicable provisions of Federal, State, County and local laws including all ordinances, rules and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Foley, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof.

### 1.02 Sealed Bids:

The specifications and all executed bid forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the bidder. In the event more than one bid opening is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the envelope shall be plainly marked identifying the bid requisition number and opening date and time.** It shall be the sole responsibility of the bidder to assure receipt of bid at the Purchasing Office prior to the published time for the bid opening. No bid will be opened that is received after closing time for receipt of bids, nor will any offers by telephone, fax, or any electronic means be accepted.

### 1.03 Exceptions to Specifications:

During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that fair consideration is given in evaluating bids, all exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor and City Council are the final authority in determining the acceptability of any exceptions to specifications.

### 1.04 Discounts:

Terms offering a discount for prompt payment will be considered in determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining the low bid.

1.05 Approved Equivalent or Equals:

Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative that meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of manufacturer's printed literature or brochures, sketches, diagrams and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Foley reserves the right to determine acceptance of proposed equivalent or equal item.

1.06 Bid Withdrawals:

Bids may be withdrawn by written request received from bidders prior to the time fixed for opening but no bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

1.07 Rejection of Bids:

The City of Foley reserves the right to accept or reject any or all bids, to award bids on a split-order basis, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Foley.

If there is any reason for believing that collusion exists among the bidders, any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Foley.

1.08 Delivery:

Bid quotations shall include all freight cost to Foley, Alabama to point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Foley until after receipt of delivery has been acknowledged by an authorized representative of the City of Foley.

1.09 Taxes:

The City of Foley, a Municipal Corporation, is a tax exempt entity per Section 40-23-4(11), Code of Alabama 1975. The City of Foley is exempt from all state and local sales taxes. This should **not** be construed to mean that contractors or suppliers doing business with the City of Foley are exempt from paying tax (General Conditions, Section 1.11 Permits and Taxes).

1.10 Licenses, Registration and Certificates:

A City of Foley Business License must be obtained within ten days of bid award. Each bidder must provide proof of State required competency certifications whenever applicable to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Foley.

1.11 Permits and Taxes:

The contractor shall procure all permits, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

1.12 Compliance with Federally Funded Programs:

The successful bidder shall assure the City of compliance with any and all special provisions (if applicable) contained in the contract being bid. These provisions may include but are not limited to maintaining a Drug-

Free Workplace, compliance with Clean Air and Water Laws and Regulations, and compliance with Equal Opportunity and Non-Segregated Facilities guidelines.

1.13 Proof of Liability & Worker's Comp Insurance:

If applicable, Proof of Liability and/or Worker's Comp Insurance must be included in the bid packet. If a company is not covered by Worker's Comp Insurance, labor and material charges should be separated on the bid/proposal. This should be done in order for the City to determine the Worker's Comp rate (in accordance with the City's current Worker's Comp fee schedule) that will be deducted from payment to the company performing the work.

1.14 Background Check:

The bid award of "Public Works" projects over \$50,000 will be contingent upon the results of a background check of the successful low bidder as stated in Ordinance No. 1029-08. According to this ordinance, the City of Foley will take criminal histories into account when deciding whether a low bidder is qualified to do work for the City.

1.15 Disqualification:

The City can disqualify a company based upon the results of a background check or if the company has been prohibited from contracting with another government agency as stated in Ordinance No. 1029-08.

If, in the opinion of The City of Foley, a sealed bid contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by Company, the sealed bid may be disqualified from further consideration.

1.16 Expenses:

Expenses for developing sealed bids and addressing information requests herein are solely and entirely the responsibility of Company and shall not be chargeable in any manner to the City of Foley.

1.17 Beason-Hammon Act:

Must be in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 dealing with immigration (Immigration Act).

***"The City of Foley encourages all vendors to list job openings with Job Services of Alabama."***





You may be aware that the Alabama Legislature enacted a new law on immigration during its 2011 Regular Session (Act No. 2011-535). Section 9 of the Act requires that as a condition of an award of a contract with a state or local government entity, the business entity “shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such, by sworn affidavit signed before a notary.” Said affidavit shall also include the entity’s Employment Eligibility Verification User Identification Number as evidence of enrollment in the E-Verify program and will continue to participate in the E-Verify program for the entire term of said contract, grant, or incentive it has with the City of Foley.

The City of Foley is required to comply with the provisions of the new Alabama Immigration Law (the Act). Compliance requirements for municipalities in Alabama became effective January 1, 2012. The requirements flow down to all contractors, vendors, and grantees doing business with the City and employing one or more employees. ***To comply with the new Act, the City requires the following information be provided by you prior to award of contract:***

1. PROVIDE your entity/company's information on the enclosed Affidavit of Alabama Immigration Compliance (Affidavit);
2. If you do NOT employ one or more employees, complete Part I of the Affidavit.
3. If you DO employ one or more employees and are required to comply with this new law, complete Part II of the Affidavit.
4. PROVIDE your entity’s E-Verify Employment Eligibility Verification User Identification Number in Part II of the Affidavit;
5. If required to comply and not currently enrolled in E-Verify, go to the E-Verify Home Page to initiate enrollment. E-Verify is a program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portal/site/uscis>
6. EXECUTE, HAVE NOTARIZED and RETURN the completed Affidavit to the following address:

City of Foley  
Attn: Accounts Payable  
P.O. Box 1750  
Foley, AL 36536

We regret any inconvenience or burden that these new requirements place on you and your business or organization. However, all municipalities in Alabama are mandated to comply with the new Alabama Immigration Law. If you wish to continue doing business with the City of Foley, you must comply and submit a completed Affidavit.

If we can assist in any way, please contact us at 251-943-1545. We appreciate your cooperation regarding this matter.

# AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

The signed Affidavit must be notarized.

In compliance with Sections 31-13-9 of the Alabama Code, this Affidavit of Alabama Immigration Compliance must be completed and signed by an officer or the owner of a business entity or employer and notarized. Please complete Part I if you do NOT employ one or more employees or Part II if you DO employ one or more employees.

<b>Company Name</b>	
<b>Company Representative</b>	<i>(Please Print Name)</i>
<b>Address</b>	
<b>City, State, &amp; Zip Code</b>	

**PART I – (Complete if you do NOT employ one or more employees and notarize below.)**

I certify in my capacity as \_\_\_\_\_ for the above noted business entity that said entity does not employ one or more employees. I further certify that should my status change and I am required to comply, I will submit all required documents to the City of Foley. I have read this Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
Signature of Affiant

**PART II – (Complete if you DO employ one or more employees and notarize below.)**

As a condition of the above-referenced Entity/Company’s receipt of any contract, grant, or incentive from, by or with the City of Foley, Alabama, the undersigned, as such officer, agent or representative of said Company, after being first duly sworn, states as follows:

1. That said Company will not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
2. That said Company has enrolled in, is currently participating in, and will continue to participate in the “E-Verify” program run by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security for the entire term of said Company’s performance under any contract, grant, or incentive it has with the City of Foley, Alabama.
3. The undersigned further represents that, should said entity/company employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Foley, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama 1975, in a form substantially similar to this affidavit.

**Entity’s E-Verify Employment Eligibility Verification User Identification Number is: \_\_\_\_\_**

I have read this Affidavit and swear and affirm that it is true and correct.

\_\_\_\_\_  
Signature of Affiant

**NOTARY SECTION**

State of \_\_\_\_\_:  
County of \_\_\_\_\_:

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
*Signature and Seal of Notary Public*  
My Commission Expires: \_\_\_\_\_

Please execute, have notarized, and return to the **City of Foley, P.O. Box 1750, Foley, AL 36536.**