



Bid for the Clean-Up and Grass Cutting of Twenty-one (21) Lots

Bid Number: 2024-B-009

4309 McClellan Blvd Anniston, AL 36206

www.anniston.al.gov

Mandatory Pre-Bid Conference: Tuesday May 21, 2024 @
9:00 a.m. Large Conference Room,
Anniston City Hall
4309 McClellan Blvd Anniston, AL 36206

Bid Opening: Tuesday May 28, 2024 @
9:00 a.m. Large Conference Room,
Anniston City Hall
4309 McClellan Blvd Anniston, AL 36206

BID SCHEDULE

| <u>Item</u> | <u>Description</u> | <u>Price</u> |
|-------------|------------------------------------------------|--------------|
| | Clean-up and Cutting of twenty (21) lots | |

All work must be started no later than ten (10) calendar days and completed, inspected, and accepted by the City of Anniston no later than thirty (30) calendar days from the date of the notice to proceed.

| <u>Item#</u> | <u>Location</u> | <u>Amount</u> |
|--------------|---------------------------------------------|---------------|
| 1. | 15 Twine Street (PPIN#73993) | \$ _____ |
| 2. | 100 Sunset Drive (PPIN#66103) | \$ _____ |
| 3. | 314 West Oak Street (PPIN#18214) | \$ _____ |
| 4. | 409 West Oak Street (PPIN#18406) | \$ _____ |
| 5. | 2215 Ayers Drive (PPIN#22464) | \$ _____ |
| 6. | 1915 Gurnee Avenue (PPIN#20445) | \$ _____ |
| 7. | 1418 Pine Avenue (PPIN#18929) | \$ _____ |
| 8. | 208 McArthur Drive (PPIN#76248) | \$ _____ |
| 9. | 431 Chestnut Avenue (PPIN#18312) | \$ _____ |
| 10. | 1108 South Leighton Avenue (PPIN#266747) | \$ _____ |

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|-----|--------------------------------------------------|----------|
| 11. | 2020 Christine Avenue (PPIN#21226) | \$ _____ |
| 12. | 215 West 30 th Street (PPIN#26038) | \$ _____ |
| 13. | 2013 Christine Avenue (PPIN#61737) | \$ _____ |
| 14. | 1220 Constantine Avenue (PPIN#67224) | \$ _____ |
| 15. | 304 Blue Mountain Road West (PPIN#26084) | \$ _____ |
| 16. | 428 East 22 nd Street (PPIN#93300) | \$ _____ |
| 17. | 119 Baxter Street (PPIN#66866) | \$ _____ |
| 18. | 1325 W 12 th Street (PPIN#2255) | \$ _____ |
| 19. | 121 South Allen Avenue (PPIN#66208) | \$ _____ |
| 20. | 812 West 14 th Street (PPIN#19324) | \$ _____ |
| 21. | 2730 Old Quintard Avenue (PPIN#25033) | \$ _____ |

NOTE: It is the intent of this Invitation for Bid to award a firm, fixed price contract with no provisions for price escalation.

NOTE: The City of Anniston reserves the right to accept or reject all bids or any portion thereof.

NOTE: Bids shall be submitted in sealed envelopes and marked with the Invitation for Bid number and bid opening time and date.

NOTE: Delivery shall be F.O.B. destination, Anniston, Alabama.

TERMINATION FOR DEFAULT - DAMAGES FOR DELAY -TIME EXTENSIONS

(a). If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the City of Anniston, may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay.

In such event, the City of Anniston may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as maybe on the site of work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, their sureties shall be liable for any damage to the City of Anniston resulting from his refusal or failure to complete the work within the specified time.

(b.) If the fixed and agreed liquidated damages are provided in the contract and if the City of Anniston so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidate damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the City of Anniston in completing the work.

(c) If fixed and agreed liquidated damages are provided in the contract and if the City of Anniston does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with the resulting damages if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the City of Anniston in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with City of Anniston, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any such delay (unless the Purchasing Agent grants a further period of time before the date of final Payment under the contract), notifies the Purchasing Agent in writing of the causes of delay. The Purchasing Agent shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment the findings of fact justify such an extension and his findings of fact shall be final and conclusive.

(e) The rights and remedies of the City of Anniston provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CLAIMS OF LIABILITY

The Contractor agrees to save the City of Anniston harmless from any and all claims, demands, actions, debts, liabilities, judgment costs, and attorney's fees arising out of, claimed on account of or in any manner predicated upon loss of or damage to property of or injuries to or the death of any and all persons whatsoever, if in any manner caused or contributed to by the Contractor, his agents, servants, or employees, while in, upon, or about the City of Anniston which the work upon this contract is to be done, or while going to or departing from the same, and to save the City of Anniston harmless from and on the account of damages of any kind which the City of Anniston may suffer as the result of the acts of any of the Contractors, agents, servants, or employees in or about said City of Anniston.

The undersigned offers and agrees, if this offer is accepted within thirty (30) calendar days from the date for receipt of offers to furnish any or all items upon which price set opposite each item at the designated point(s) within the time specified.