

SPONSORS: McDuffa, Electricity Department

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

SECTION 1. That the agreement with Bluff Creek Electric, LLC., situated at Florence, AL, to provide labor, equipment, materials and incidentals necessary to provide services for the replacement or changeout of electrical panels on an as need basis during the AMI meter upgrade for the Florence Utilities Electricity Department, Florence, Alabama, in the contract amounts of \$1,125.00 per 100 amp; \$1,520.00 per 200 amp; \$400.00 per meter component; \$475.00 per meter jaw replacement, with regular hourly rate of \$100.00 per hour; overtime rate of \$150.00 per hour; and double-time (Sunday) \$200.00 per hour; with a material markup basis for contractor supplied material of 18 percent and in accordance with the terms and conditions of Request for Proposals No. E-R-00515, dated August 12, 2024, and the same is hereby approved, ratified and confirmed. One other bid was received by B Electric, Inc. in the amount amounts of \$3,180.00 per 100 amp; \$4,180.00 per 200 amp; \$1,200.00 per meter component; \$1,200.00 per meter jaw replacement, with regular hourly rate of \$98.00 per hour and an overtime rate of \$138.00 per hour with a material markup basis for contractor supplied material of 20%

SECTION 2. That the Council has investigated and ascertained and hereby finds Bluff Creek Electric, LLC., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services be awarded to Bluff Creek Electric LLC., and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2024.

CITY COUNCIL

APPROVED this the _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2024.

CITY CLERK-TREASURER

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }

CONTRACT

THIS CONTRACT is made and entered into in duplicate, by and between the City of Florence, Alabama, a municipal corporation, party of the first part, and with Bluff Creek Electric, LLC., a limited liability company, party of the second part.

WITNESSETH:

That for and in consideration of the mutual agreement of the parties, they do consent a follows, to-wit:

I

First party has heretofore, in pursuance of law, issued Request for Proposals No. E-R-00515, and the second party was the lowest responsible bidder and has been awarded the contract for the replacement or changeout of electrical panels on an as need basis during the AMI meter upgrade for the Florence Utilities Electricity Department, Florence, Alabama.

This is a unit price agreement in the total contract amounts of \$1,125.00 per 100 amp; \$1,520.00 per 200 amp; \$400.00 per meter component ; \$475.00 per meter jaw replacement, with regular hourly rate of \$100.00 per hour; overtime rate of \$150.00 per hour; and double-time (Sunday) \$200.00; per hour with a material markup basis for contractor supplied material of 18 percent and are the prices submitted by the second party in their proposal, which is attached hereunto and made a part of this contract. The unit price shall be full compensation for all work required to satisfactorily complete the items of work involved. Additional work to be done or materials to be furnished, which in the opinion of the first party represents a significant quantity, shall be authorized by change order agreement with the second party.

II

First party employs second party to supply the labor, materials, and incidentals necessary to perform the work in accordance with the plans, specification and bidding documents included in Request for Proposals No. E-R-00515, for the replacement or changeout of electrical panels on an as need basis during the AMI meter upgrade for the Florence Utilities Electricity Department, Florence, Alabama, and in accordance with the requirements of the City of Florence.

III

Second party, for the same consideration, accepts the said agreement on the terms herein specified and subject to the following conditions, to-wit:

IV

The second party must maintain adequate insurance as follows: workmen's compensation meeting the Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general liability aggregate; \$1,000,000.00 completed operations; \$1,000,000.00 personal & Adv. Injury; \$50,000.00 fire damage (any one fire), and \$5,000.00 medical expense (any one person). The City of Florence shall be named as

V

The second party shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or of his right, title, or interest therein, without written consent of the first party. No subcontracts, or transfer of contract, shall relieve the second party of his responsibility under the contract and bonds, as required by Alabama Law.

After obtaining approval, and before a subcontractor does any work, the second party shall furnish to the first party a facsimile of the executed subcontract. All provisions of this contract shall be included in any subcontract.

VI

The second party warrants that it is properly qualified to perform this contract in accordance with all applicable laws of the City of Florence, the State of Alabama and the United States. The second party shall (1) furnish a sworn affidavit acknowledged before a notary public that the second party does not knowingly employ, hire for employment, or continue to employ, any unauthorized alien; (2) provide documentation that the second party is enrolled in the E-Verify program; (3) during the performance of this contract, participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations; and (4) require each of its subcontractors to enroll in the E-Verify program and to furnish a sworn affidavit acknowledged before a notary public that the subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

VII

The first party shall make partial payments to the second party on or before the 15th day after receiving a duly certified and approved estimate of work performed during the preceding calendar month by the second party, less 5% (five percent) of the total amount of the first 50% (fifty percent) of the total project which is to be strictly in accordance with this agreement, and until such work has been accepted by the first party.

Final payment on account of this agreement shall be made within 15 (fifteen) days after final acceptance by the first party.

VIII

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

IX

Second party agrees to indemnify and save harmless first party and its officers, directors, employees and affiliates from and against any and all liabilities, losses, penalties, fines, claims, cost and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a

result of any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise or is any way connected to the performance of this contract, whether caused by second party or anyone directly or indirectly employed by or affiliated with second party.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the second party is an independent contractor and not an employee, agent or representative of the first party. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The second party shall secure and pay for all required licenses and permits.

Executed at Florence, Alabama, this _____ day of _____, 2024.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____

MAYOR

ATTEST:

CITY CLERK-TREASURER

"FIRST PARTY"

BLUFF CREEK ELECTRIC, LLC.,
a limited liability company

BY: _____

ATTEST:

ITS: _____

"SECOND PARTY"

CITY OF FLORENCE PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL NUMBER E-R-00515

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RFP opening: Tues, August 27, 2024, 1:30PM CDT
 CITY OF FLORENCE ELECTRICITY DEPARTMENT

		Bluff Creek Electric		B Electric, Inc.							
		Received: 08/27/24 12:55PM	Received: 08/27/24 1:24PM	Received:	Received:	Received:	Received:	Received:	Received:	Received:	Received:
Meter Replacement Project											
Item 1: 100-AMP Meter Replacement		\$1,125.00	\$3,180.00								
Item 2: 200-AMP Meter Replacement		\$1,520.00	\$4,180.00								
Item 3: Meter Component Replacement		\$400.00	\$1,200.00								
Item 4: Meter Jaw Replacement		\$475.00	\$1,200.00								
Item 5 (A): Regular Hourly Rate		\$100.00 (2 Guys)	\$98.00								
Item 5 (B): Overtime Hourly Rate		\$150.00 (2 Guys) Double Time: Sunday \$200.00	\$138.00								
Item 5 (C): Material Mark-Up Basis for Contractor Supplied Material		18%	20%								
RFP sealed and properly labeled "Request For Proposals No. E-R-00515"?	<input checked="" type="radio"/>	NO	<input checked="" type="radio"/>	NO	YES	NO	YES	NO	YES	NO	NO
RFP submitted on Vendor's Proposal Sheet and signed by authorized personnel?	<input checked="" type="radio"/>	YES	<input checked="" type="radio"/>	NO	YES	NO	YES	NO	YES	NO	NO



Leigh Anne Kidd
 Leigh Anne Kidd,
 City of Florence, Purchasing Agent

8/27/2024
 Date



REQUEST FOR PROPOSAL
E-R-00515
VENDOR INFORMATION
SHEET

PRINT NAME: Troy Jones

COMPANY NAME: Bluff Creek Electric

ADDRESS: 101 Co. Rd. 166

CITY: Florence STATE: AL. ZIP: 35633

TELEPHONE NUMBER: 256-627-9818 EMAIL ADDRESS: Bluffcreekelectric@gmail.com

LEGAL FORM OF BUSINESS: Sole Proprietor (), Partnership (), Corporation (), LLC (), Other S corp

YEAR BUSINESS FORMED 18 FEDERAL EMPLOYEE IDENTIFICATION NUMBER (FEIN) 83-1540881

PLEASE LIST EXPERIENCE AND/OR PAST HISTORY OF PROVIDING THIS TYPE OF SERVICE AND PROVIDE AT LEAST TWO (2) REFERENCES. (Additional sheets of paper may be attached if necessary.)

- 1) Numerous panel & meter changeouts with Kore Restoration - Justin James
- 2) Numerous meter/panel installs & changeouts with H&N Construction - Travis Hovater
- 3) Panel & meter changeout at Parkway Shopping Mall - Rusty Carbine

AUTHORIZED SIGNATURE: Troy Jones DATE SIGNED: 8/26/24

ATTACH YOUR WRITTEN AND SIGNED PROPOSAL TO THIS SHEET AND RETURN TO:

CITY OF FLORENCE PURCHASING DEPARTMENT
110 W. College Street, Suite 329
PO Box 388
Florence, AL 35631

List of References for Bluff Creek Electric

1. Justin James – Kore Restoration (256) 762-7977
2. Travis Hovater – H&N Construction (256) 810-6799
3. Rusty Carbine – Carbine Construction (256) 349-6580
4. Britt Graves - Hensley Thompson properties (256) 366-1818

Bluff Creek Electric has done many meter and panel changeouts since starting in 2018. We are currently doing a 6 gang meter disconnect changeout with Hensley Properties at Georgetown apartments. These 4 references are just a few of the customers we have and currently still work with. Bluff Creek Electric also has a small bucket truck that can be utilized if needed for changing any service wires in the riser.