

REQUEST FOR QUALIFICATIONS (RFQ) ADVERTISEMENT

CITY OF FAIRHOPE, AL

October 20, 2014

Sealed responses will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, **until 10:00 A.M. Monday, November 3, 2014**, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:

RFQ NO. PS001-15 Professional Construction Manager Services for New Soccer Complex 2015
PROJECT NO: REC001-15 New Soccer Complex 2015.

Questions or comments pertaining to this RFQ must be presented in writing sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, AL 36532, e-mail: dan.ames@cofairhope.com, Seventy two (72) hours prior to the RFQ opening or may be forever waived.

All responses must be on blank forms provided in the RFQ Documents.

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws, and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public proposals.

All responses, must be enclosed in a sealed, opaque envelope, clearly identified on the outside with the RFQ Number and Name, City of Fairhope's Name and Address and Responder's Name and Address. Responses in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your response. The City reserves the right to accept or reject all responses or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the RFQ must provide proof of meeting the insurance requirements stated in the RFQ, including Workman's Compensation Insurance on all of its employees. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. See specifications in RFQ for details.

No responses will be considered unless the Professional Construction Management firm, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama, **including State of Alabama Licensing Board For General Contractors Administrative Code, and in particular, Code 230-x-1-.10; and further, certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the City.** Furthermore, the Construction Management firm will meet all current licensing and certifications necessary to perform the scope of work. In addition, the awarded vendor, if a non-resident of the State of Alabama, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama
<http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx>.

Daniel P. Ames,
Purchasing Manager
Posted: 10-20-2014

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
RFQ NO. PS001-15
PROFESSIONAL CONSTRUCTION MANAGER SERVICES
FOR NEW SOCCER COMPLEX 2015

FOR
PROJECT NO. REC001-15
NEW SOCCER COMPLEX PROJECT 2015

FOR
THE CITY OF FAIRHOPE, AL
RECREATION DEPARTMENT

MAYOR
Timothy M. Kant, Mayor
FAIRHOPE CITY COUNCIL
Jack Burrell, Council President

POSTED: 10/20/14

CITY OF FAIRHOPE
REQUEST FOR QUALIFICATIONS (RFQ)

Relating to:

RFQ No.: PS001-15 Professional Construction Manager Services for New Soccer Complex 2015
Project No.: REC001-15 New Soccer Complex 2015

Background

The City of Fairhope, Al is located in Baldwin County Al., on the shore of Mobile Bay. The City constructs and maintains recreational facilities for it citizens and visitors, ranging from small parks, to large stadiums and game fields for organized sports.

Purpose

The Request for Qualifications (RFQ) is issued as contained in this document. The City of Fairhope, Alabama (City) is soliciting written proposals from professional construction managers, to the City of Fairhope for the construction management of building a multi-field soccer complex. The City of Fairhope reserves the right to select more than one professional construction manager firm. Included in this RFQ is a sample agreement that the successful proposers will be required to execute.

Location / Layout / Description

The City of Fairhope proposes to construct a soccer complex on a 40 acre parcel of land in the southwest corner of the intersection of County Road 13 and Manley Road.

Scope of Work

The City is seeking an experienced sports field Professional Construction Manager who will provide the professional construction management services required to complete Project No.REC001-15. The Construction Manager will cooperate with the City and Engineer from the beginning of design, through construction completion, and with all trade contractors and suppliers on the project.

For the purpose of this contract, the CONSTRUCTION MANAGER represents to the CITY that it conforms in all regards with State of Alabama Licensing Board For General Contractors Administrative Code, and in particular, Code 230-x-1-.10, which states:

1. *In order to perform as a construction manager, a person must be licensed as a general contractor in the major classification under which he/she intends to perform as a construction manager and shall hold a sufficient bid limit equal to the value of the project.*
2. *An owner must utilize properly licensed prime contractors on any project involving a Construction Manager where the work would have to be performed by a licensed prime contractor in the absence of the Construction Manager.*
3. *The duties and responsibilities of the Construction Manager should be defined in the contract between the owner and the Construction Manager; provided however, **the contract between the owner and the Construction Manager must require that the Construction Manager supervise the construction of the project.***

The requested services may include:

1. providing constructability consultation with the City and Engineer during project design;
2. development of a project budget estimate;
3. review of drawings and specifications;
4. construction planning, bid phase services for the various trade contractors;

5. services during construction, including holding and attending meetings, project controls, maintaining competent full-time staff at the project site, traffic control plan, project site, traffic control plan, project schedule monitoring, cost control and accounting, coordinating change order;
6. development of procedure to review, verify and process Trade Contractors' pay requests;
7. obtain required permits;
8. assist City in selecting required consultants, such as surveyors;
9. review of safety programs of each Trade Contractor;
10. establish and implement procedures for expediting the processing and approval of shop drawings and samples;
11. record project progress;
12. maintain on-site records;
13. determine substantial completion;
14. ensure all punch list items are completed;
15. collect and deliver to City any written warranties or guarantees;
16. constantly observe and inspect for differing site conditions;
17. work closely with the Project Manager Sherry Sullivan, as well as other City officials;
18. perform professional services only, and will not be a participant in any construction associated with this project;
19. attend Pre-Construction, and other required meetings;
20. consult and advise during construction;
21. review shop and manufacturer's drawings, and other submissions of the contractor for compliance with the design concepts and specification requirements.

The City reserves the right, subject to negotiation and agreement, in writing, with the selected firm or firms, to either expand or limit the scope of services as needed.

The selected firm will be required to have sufficient personnel to complete the tasks required by this scope of services. The selected firm will complete the required tasks in a timely and efficient manner.

Request for Qualifications Submittals

Three (3) copies of the proposal must be submitted by the deadline. These copies will be provided to the City of Fairhope for review and recommendation to the City of Fairhope City Council.

Format

Statement of Qualifications should include, but is not limited to, the following:

1. Cover letter and letter of interest (LOI) identifying the projects for which the firm is requesting consideration. List three (3) projects of similar nature to scope of work, include references. It shall be vitally important to highlight any and all projects the firm has managed relating specifically to soccer field construction, or other organized playing field construction.
2. Name of firm, address and telephone number. A primary contact with phone number and email shall also be provided.
3. Names, qualifications, and experience of a principal/owner (contractual authority), a municipal services project manager, and key personnel (Task Manager) who would be assigned to a City of Fairhope project. This information should include but not be limited to the following for each individual (a one page limit for each).
 - a. Number and type of projects in which each individual has been involved (no project should be more than 5 years old). Include reference contact information. Again, the focus of this task should highlight any and all work performed in the construction management of organized sport playing field construction.
 - b. Key personnel are defined as professional consultants, heavily experienced site inspectors, and any other applicable resources related to projects of this nature.
4. Number and composition of staff that is readily available for the City of Fairhope project, including a table of organization by name of key personnel. The composition of staff should be broken into Professional and Technical. Description of the firm's ability to generally respond to the City's project needs.

5. Name of responsible firm member with sports field Construction Management experience. It is the City's expectation that this individual will be available to manage any project for which the firm may be selected. The only acceptable reason for this person to not be available for a Fairhope contract is the individual is no longer with the firm. It is the Construction Manager's firms' responsibility to advise the City of any changes in this individual's ability to be available for a Fairhope contract
6. A statement detailing the firm's Quality Assurance Program.
7. All necessary information required of the attached CITY OF FAIRHOPE: EXHIBIT A: PROPOSAL EVALUATION FORM.

Selection Procedure

The selection of the Consultant will be completed by the City of Fairhope City Council at a regular Council meeting. The awarded firm will be selected without regard to race, color, religion, sex, or national origin. The Fairhope City Council reserves the right to interview selected firm(s) prior to making a final decision. The Council will authorize the Mayor to proceed with executing a contract with their selected firm.

FOR PROJECTS OVER ONE HUNDRED THOUSAND DOLLARS

1. Upon identification of a specific project over one hundred thousand dollars, selection of a professional service provider from the prequalification list will be as follows.
2. The Department Head over the project requiring professional services will compose a scope of work and specifications for the required professional services.
3. The Purchasing Manager will incorporate that scope of work and specifications into a Request for Qualifications (RFQ).
4. The Purchasing Manager, and the Department Head over the project requiring professional services choose several (if available, five, six or more) professional service providers from the prequalification list, and present that short list through the City Treasurer to the Mayor.
5. The Mayor may accept the list of the recommended providers, modify the short list, or request another short list for his approval.
6. From the Mayor's accepted and approved recommended providers list, the Mayor will select from one to three professional service provider(s) for evaluation. The Purchasing Manager will issue the RFQ to the professional service provider(s) selected by the Mayor, requesting they submit a technical approach or project understanding, scope of services, and other details the City will use to evaluate and select the firm the City determines to be most qualified for the specific project.
7. City staff, consisting of the Department Head over the project, the Purchasing Manager, and one other Department Head, will evaluate the professional service provider's(s') response(s) to the RFQ. Interviews, presentations and / or discussions with the prospective professional service provider(s) may be required during evaluation of the technical proposal(s).
8. City Staff will move the evaluation, with a recommendation, through the City Treasurer to the Mayor.
9. If the Mayor approves the recommended professional service provider, the Purchasing Manager will move the choice forward to City Council. If the Mayor does not approve the choice, he may select another professional service provider off the recommended list. If the recommended list is exhausted, without the Mayor's approval, the selection process would then revert to, and continue at item #5, until a professional service provider is approved by the Mayor.
10. When a selection is approved by the Mayor, City Council will be requested to approve the Mayor to negotiate a fee schedule and execute a contract for the professional services.
11. If City Council so directs, the Mayor will then attempt to negotiate a contract with the firm ranked by the City as most qualified.

12. Should the City not be able to negotiate a contract with the selected professional service provider, then the City shall terminate the negotiations and enter into negotiations with the next most qualified firm. This negotiation process may continue and be repeated until the City is able to successfully negotiate a contract, or until the recommended list is exhausted, at which time the City may re-enter the selection process at item #5.
13. For this specific project, after item #8, the Mayor, and two City Council members may call for presentations by the top ranked (most likely, two to four) professional service provider candidates.

Notification

The City of Fairhope will not be responsible for costs incurred by anyone in the submittal of proposals or for any cost incurred prior to contract execution;

The Request for Qualifications is not to be construed as a contract or as a commitment of any kind;

All responses shall be held confidential from other parties by the City to the extent allowable by law. However, confidential or sensitive information should not be included if the applicant wants to protect that information;

The use of subcontractors as described by the Consultant in the Request for Qualifications and subsequent approved and signed contract with the City of Fairhope is allowed in this project;

The selected Consultant is responsible for billing and paying of any subcontractors they employ on the project; the selected Consultant is responsible for insurance requirements;

The City of Fairhope reserves the sole right to: 1) evaluate the qualifications submitted; 2) waive any irregularities within; 3) select candidates for the submittal of more detailed qualifications and presentation; 4) accept any submittal or portion of a submittal; and/or 5) reject any or all submittals, solely at its discretion.

Application Deadline

10:00 a.m. on Monday, November 3, 2014

Submit To:

**Daniel P. Ames, Purchasing Manager
P.O. Box 429
555 South Section Street
Fairhope, AL 36533
251-928-8003**

Email: dan.ames@cofairhope.com

CITY OF FAIRHOPE: EXHIBIT A:

QUALIFICATION STATEMENT EVALUATION (sample)

Qualifications for: **RFQ NO. PS001-15 PROFESSIONAL CONSTRUCTION MANAGER SERVICES FOR
NEW SOCCER COMPLEX 2015**

Proposal Evaluation Form					
Project:		REC001-15 NEW SOCCER COMPLEX 2015			
Qual. Req.:					
Evaluator:					
Date:					
Category	Criteria	Rating	x	Weight	Score
Technical Approach	Understanding of Project and Basic Scope of Services			5	
	Additions or Deletions to the Basic Scope of Services			3	
	Understanding of Unique Conditions of the Project			3	
	Technical Approach to the Project			4	
	Project Schedule			3	
	Key Equipment or Resources that Assists in Performance of Work			2	
	SUBTOTAL OF POINTS				
Project Team	Consultant's and Sub-consultants' Experience on Similar Projects			5	
	Working Relationship within Project Team (Consultant and Sub-consultants)			3	
	Project Manager's Experience on Similar Projects			4	
	Key Task Managers' Experience on Similar Projects			5	
	Location of Key Staff Members (Consultant and Sub-consultants)			4	
SUBTOTAL OF POINTS					
Past Performance	Quality of Consultant's/Sub-consultant's Past Work (Similar Size and/or Scope)			5	
	Consultant's/Sub-consultant's Ability to Meet Project Schedule			4	
	Project Manager's Ability to Coordinate Project			4	
	Consultant's/Sub-consultant's Success in Controlling Project Costs			5	
	Consultant's/Project Manager's Ability to Communicate Effectively with Agency			5	
	SUBTOTAL OF POINTS				
TOTAL POINTS					

Rating: 1-poor, 2-fair, 3-good, 4-excellent, 5-superior Weighting Factors (1-5) can be adjusted for each Contract according to the need and priorities of the City of Fairhope.

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
PROFESSIONAL CONSTRUCTION MANAGER SERVICES
FOR
RFQ NO. PS001-15
PROFESSIONAL CONSTRUCTION MANAGER SERVICES FOR
NEW SOCCER COMPLEX 2015
FOR
PROJECT NO. REC001-15
NEW SOCCER COMPLEX 2015**

**MAYOR
Timothy M. Kant, Mayor
FAIRHOPE CITY COUNCIL
Jack Burrell, Council President**

Set No. _____

CONTRACT FOR
PROFESSIONAL CONSTRUCTION MANAGER SERVICES

THIS CONTRACT, made and entered into this ____ day of _____, 2014, by and between the City of Fairhope, Alabama (hereinafter called "CITY") acting by and through its governing body, the **FAIRHOPE CITY COUNCIL**, and _____ of _____, Alabama (hereinafter called the ("**CONSTRUCTION MANAGER**")), for

RFQ PS001-15 Professional Construction Manager Services for New Soccer Complex 2015

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1.0 DEFINITIONS:

The following terms shall have the following meanings:

<u>COUNTY:</u>	Baldwin County, Alabama
<u>CITY:</u>	Fairhope, Alabama
<u>PROJECT:</u>	Professional Construction Manager Services related to Project No. REC001-15, New Soccer Complex 2015

PART ONE
GENERAL CONDITIONS

- 1.1. The CITY hereby employs the **CONSTRUCTION MANAGER** and the **CONSTRUCTION MANAGER** agrees to perform for the CITY those professional services as hereinafter set forth in connection with the following:

PROJECT NUMBER:	REC001-15
PROJECT NAME:	New Soccer Complex 2015
PROJECT INFORMATION:	Project No. REC001-15, New Soccer Complex 2015 , involves the planning and construction of multiple soccer fields and related facilities and infrastructure.

- 1.2. The **CONSTRUCTION MANAGER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.

- 1.3. For the purpose of this contract, the **CONSTRUCTION MANAGER** represents to the **CITY** that it conforms in all regards with **State of Alabama Licensing Board For General Contractors Administrative Code**, and in particular, **Code 230-x-1-.10**, which states:

1. *In order to perform as a construction manager, a person must be licensed as a general contractor in the major classification under which he/she intends to perform as a construction manager and shall hold a sufficient bid limit equal to the value of the project.*
2. *An owner **must utilize properly licensed prime contractors** on any project involving a Construction Manager where the work would have to be performed by a licensed prime contractor in the absence of the Construction Manager.*
3. *The duties and responsibilities of the Construction Manager should be defined in the contract between the owner and the Construction Manager; provided however, **the contract between the owner and the Construction Manager must require that the Construction Manager supervise the construction of the project.***

The **CONSTRUCTION MANAGER** further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **CONSTRUCTION MANAGER** will meet all current licensing and certifications necessary to perform the scope of work.

PART TWO PROJECT SCOPE

- 2.0 The **CITY** is seeking an experienced **PROFESSIONAL CONSTRUCTION MANAGER** who will provide the professional construction management services required to complete **Project No.REC001-15**. The **CONSTRUCTION MANAGER** will cooperate with the **CITY** and **ENGINEER** from the beginning of design, through construction completion, and with all trade contractors and suppliers on the project.

THE CONSTRUCTION MANAGER IS REQUIRED TO DIRECTLY SUPERVISE THE CONSTRUCTION OF THE PROJECT (see PART ONE 1.3)

- 2.1. The requested services may include:
- 2.1.1 providing constructability consultation with the CITY and ENGINEER during project design;
 - 2.2.2 development of a project budget estimate;
 - 2.2.3 review of drawings and specifications;
 - 2.2.4 construction planning, bid phase services for the various trade contractors;
 - 2.2.5 services during construction, including holding and attending meetings, project controls, maintaining competent full-time staff at the project site, traffic control plan, project site, traffic control plan, project schedule monitoring, cost control and accounting, coordinating change order;
 - 2.2.6 development of procedure to review, verify and process Trade Contractors' pay requests;
 - 2.2.7 obtain required permits;
 - 2.2.8 assist the CITY in selecting required consultants, such as surveyors;
 - 2.2.9 review of safety programs of each Trade Contractor;
 - 2.2.10 establish and implement procedures for expediting the processing and approval of shop drawings and samples;
 - 2.2.11 record project progress;
 - 2.2.12 maintain on-site records;
 - 2.2.13 determine substantial completion;
 - 2.2.14 ensure all punch list items are completed;
 - 2.2.15 collect and deliver to the CITY any written warranties or guarantees;
 - 2.2.16 constantly observe and inspect for differing site conditions;
 - 2.2.17 work closely with the Project Manager Sherry Sullivan, as well as other CITY officials;
 - 2.2.18 perform professional services only, and will not be a participant in any construction associated with this project;

- 2.2.19 attend Pre-Construction, and other required meetings;
- 2.2.20 consult and advise during construction;
- 2.2.21 review shop and manufacturer's drawings, and other submissions of the contractor for compliance with the design concepts and specification requirements.

PART THREE PAYMENT

- 3.0. The **CITY** agrees to pay the **CONSTRUCTION MANAGER**, as compensation for such professional services, in accordance with the rates as indicated on **Exhibit "A", FEE SCHEDULE**, attached to this document.
- 3.1. All other expenses actually and necessarily incurred such as, but not limited to, telephone calls, extra reproductions of prints or photographs of drawings, specifications and other documents required for the proper execution of the extra services so required by the **CITY** shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred.
- 3.2. If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of Paragraph 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **CONSTRUCTION MANAGER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee as established in this agreement, and the portion of the **CONSTRUCTION MANAGER'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3. In the event of failure by the **CONSTRUCTION MANAGER** to perform any and/or all of the **CONSTRUCTION MANAGER'S** obligations in a prompt and efficient manner, satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **CONSTRUCTION MANAGER** written notice of such termination, after which the **CITY** may employ **CONSTRUCTION MANAGER** services of its choice to complete the **PROJECT** and the **CONSTRUCTION MANAGER** will reimburse the **CITY** any additional costs which may result for such termination and employment of other **CONSTRUCTION MANAGER** services. Failure by the **CITY** to exercise this right to terminate this agreement for any such default by the **CONSTRUCTION MANAGER** shall not constitute a waiver by the **CITY** of its right to terminate this contract for any subsequent default.

PART FOUR INDEMNIFICATION AND INSURANCE

- 4.0. The **CONSTRUCTION MANAGER** shall be responsible for all damage to life and property due to activities of the **CONSTRUCTION MANAGER** and the sub-contractors, agents or employees of **CONSTRUCTION MANAGER** in connection with their service under this AGREEMENT. The **CONSTRUCTION MANAGER** specifically agrees that the subcontractors, agents, or employees of **CONSTRUCTION MANAGER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **CONSTRUCTION MANAGER** to the fullest extent permitted by law, the **CONSTRUCTION MANAGER** shall defend, indemnify and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **CONSTRUCTION MANAGER** or anyone directly or indirectly employed by **CONSTRUCTION MANAGER** or anyone for whose acts **CONSTRUCTION MANAGER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1. The **CONSTRUCTION MANAGER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **CONSTRUCTION MANAGER** and the **CITY** for all acts performed pursuant to

this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the **CONSTRUCTION MANAGER**.

- 4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.
- 4.3 NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.
- 4.4 **Worker's Compensation and Employers Liability**
Part One: Statutory Benefits as required by the State of Alabama
Part Two: Employers Liability \$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit
- 4.5 **Commercial General Liability**
Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:
Each Occurrence \$1,000,000
Personal and Advertising Injury \$1,000,000
Products/completed Operation Aggregate \$2,000,000
General Aggregate \$2,000,000

Coverage to include:
Premises and operations
Personal Injury and Advertising Injury
Products/Completed Operations
Independent Contractors
Blanket Contractual Liability
Broad Form Property Damage
- 4.6 **Automobile Liability**
Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The policy shall name the **CITY** as an Additional Insured.
- 4.7 **Professional Liability (Errors & Omissions)**
Coverage shall be maintained during project duration and for two (2) year after completion and acceptance by the **CITY**.
Limits of Liability
Each Claim \$1,000,000
Aggregate \$1,000,000
- 4.8 **The CONSTRUCTION MANAGER shall name the CITY, its employees and agents as additional insured in all applicable categories.** Liability insurance as required by this contract to provide cross-liability coverage
- 4.9 **Certificate of Insurance**
A certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the **CITY** PRIOR to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **CONSTRUCTION MANAGER** is working must be included in the description section of the certificate.

PART FIVE REVIEWS AND SUBMITTALS

The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving intermediate payments to the **CONSTRUCTION MANAGER** and to otherwise determine contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The **CITY** is relying on the skill,

care, experience, diligence and professional expertise of the **CONSTRUCTION MANAGER** to perform the required work with the degree of care and skill ordinarily used by members of the **CONSTRUCTION MANAGER** profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent judgment or to verify the calculations, assumptions, and methods by the **CONSTRUCTION MANAGER**.

PART SIX MISCELLANEOUS

- 6.0. This Contract shall be effective on the date of its execution.
- 6.1 The following portions of the City of Fairhope STANDARD TERMS AND CONDITIONS (ITEM VII) are hereby made a part of this contract as if said terms are fully set out herein:
- (1) ACCEPTANCE OF AGREEMENT
 - (5) APPLICABLE LAW
 - (6) ASSIGNMENT
 - (13) BUSINESS LICENSE
 - (14) CANCELLATION OF CONTRACT
 - (23) FORCE MAJEURE
 - (28) INSURANCE
 - (36) NON DISCRIMINATION
 - (37) NON EXCLUSIVE
 - (38) NOTIFICATION AND ACCIDENT REPORTS
 - (50) RIGHT TO AUDIT
 - (58) TERMINATION FOR CONVENIENCE
 - (59) TERMINATION FOR DEFAULT
 - (60) TERMINATION FOR NON-APPROPRIATION
 - (65) IMMIGRATION LAW.
- 6.2 The **CITY** and the **CONSTRUCTION MANAGER** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **CONSTRUCTION MANAGER** shall assign, sublet or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate on the day and year first above written.

CITY OF FAIRHOPE SIGNATURES

ATTEST: _____
Lisa A Hanks, MMC
City Clerk

BY: _____
Timothy M. Kant, Mayor

NOTARY FOR THE CITY:

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, _____, a Notary Public in and for said State and County, hereby certify that Timothy M Kant, whose name as Mayor of the City of Fairhope, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the ____ day of _____, 2014.

Notary Public _____

My Commission Expires _____

CONSTRUCTION MANAGER SIGNATURES

Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____
(PRINT Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative _____
(PRINT Name of Representative Authorized to sign Bids and Contracts for the firm)

(Address) _____

(Address) _____

Phone No: () _____ Fax () _____

E-Mail _____

NOTARY FOR CORPORATE CONSTRUCTION MANAGER

STATE OF _____}

County of _____}

I, _____, a Notary Public in and for the said State and County, hereby
certify that _____ whose name as _____ of

_____ is signed to the foregoing conveyance and who is
Known to me, acknowledged before me on this day, that being informed of the contents of the document
they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2014.

Notary Public _____

My Commission Expires _____

PART SEVEN
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Construction Manager. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Construction Manager shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Construction Manager. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

5. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT

The Construction Manager shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The

Construction Manager shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

13. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Construction Manager will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

**14. CANCELLATION OF / CONTRACT /
AGREEMENT / PURCHASE ORDER / LEASE**

A purchase order can be canceled in whole or in part when

awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

23. FORCE MAJEURE

Neither the City nor the Construction Manager shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The Construction Manager may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the Construction Manager. The burden of proof for such relief rests with the Construction Manager. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of solicitation, the Construction Manager shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the Construction Manager operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

36. NON-DESCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract /Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor

shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the

Construction Manager fails to immediately report an accident to the City of Fairhope, of which the Construction Manager has knowledge of and which results in a fine levied against the City of Fairhope then the Construction Manager shall be responsible for all fines levied against the City of Fairhope.

50. RIGHT TO AUDIT

The Construction Manager shall maintain documentation of all work performed. The Construction Manager shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

58. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the Construction Manager.

59. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the Construction Manager has failed to meet the requirements of the Contract / Agreement / Purchase Order.

60. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and / or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

65. IMMIGRATION LAW

The Construction Manager agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

ITEM VIII

Alabama Immigration Act Contract Requirements

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30** (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general CONTRACTOR, sub-CONTRACTOR, independent CONTRACTOR, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent CONTRACTOR working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a CONTRACTOR, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 Mandatory Clause

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.

CONSTRUCTION MANAGEMENT FIRM INFORMATION

This Section must be printed, completed and turned in with your response

RFQ PS001-15 Professional Construction Manager Services for New Soccer Complex 2015

Business Organization

Name of firm (exactly as it appears on W-9):

Doing-Business-As :

Principal Office Address:

Telephone Number: _____ Fax Number: _____

Email address: _____

Website: _____

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly _____
Privately _____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____
Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____
No _____

CONTACT _____ EMAIL _____

END OF INFORMATION SECTION

EXHIBIT "A"

PAY RATE SCHEDULE

(INSERT FEE SCHEDULE HERE AFTER AWARDED FIRM IS DETERMINED)

END OF SAMPLE CONTRACT