

**CONTRACT DOCUMENTS
BID FORM AND SPECIFICATIONS
FOR**

Bid No. 015-13

Three Fixed Permanent Backup Generator Stands

Project No. SEW001-13

Three Fixed Permanent Backup Generator Stands

Hazard Mitigation Grant Program

HMGP Project No. DR-1971-646 CFDA #97.039

for the

Sewer Department

City of Fairhope, Al

Timothy M Kant, Mayor

Jack Burrell, Council President

Set No. _____

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**ITEM I
ADVERTISEMENT**

May 23, 2013

Sealed bids will be received by the City of Fairhope, in Baldwin County, Alabama, at the City of Fairhope offices located at 555 S. Section Street, Fairhope, Alabama, until 10:00 A.M. June 6, 2013, then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid No.	015-13, Three Fixed Permanent Backup Generator Stands
Project No.	SEW001-13, Three Fixed Permanent Backup Generator Stands
HMGP Project No.	DR-1971-646 CFDA #97.039

The work consists primarily of constructing onsite three generator stands, and associated landscaping. SIXTY (60) calendar days are allowed for the construction of the project.

Bid documents (including plans and drawings) are available at BES, Inc., 311 Fels Avenue, Fairhope, AL 36532, (251) 929-0551 upon request of a refundable (if plans are returned in reusable condition within ten (10) days of bid opening) deposit of \$80.00. Checks should be made payable to BES, Inc. Bid documents will be mailed only upon receipt of deposit. No bid documents will be distributed later than 24 hours prior to the scheduled bid opening. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, located at 555 S. Section Street. Prior to opening, Bid packages may be picked up at the BES, Inc. location during normal operation, between 8:00 A.M. and 4:00 P.M. local time.

Questions or comments pertaining to this bid must be presented in writing and sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames at: dan.ames@cofairhope.com, no later than Seventy-Two hours prior to the bid opening or will be forever waived.

All bids must be on blank bid forms provided in the bid documents. Bids shall be accompanied by a BID SECURITY equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. BID SECURITY shall be in the form of a Bid Bond signed by a Bonding company authorized to do business in the State of Alabama; or a Cashier's Check payable to the City of Fairhope. No BID SECURITY is required on bids less than \$10,000.00. **THERE WILL BE A NON-MANDATORY PRE-BID MEETING** June 3, 2013 at 10:00 A.M. at the City Services/Public Utilities Bldg. located at 555 S. Section Street, Fairhope, Al.

All bidders must comply with the Presidents Executive Order Number 11246 which prohibits discrimination in employment regarding race, creed, color, sex or national origin. All bidders must comply with title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act and the Contract Workhours Act. 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 bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as "**Sealed Bid**" with Bid Name, Bid Number, City of Fairhope's name and address, and the Bidder's name and address. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The **CITY** reserves the right to accept or reject all bids, or any portions thereof, and to waive informalities, and to furnish any item of material or work to change the amount of the **CONTRACT**, whichever is in the best interest of the City of Fairhope.

The **CONTRACTOR** must furnish to the City of Fairhope at the time of the signing of the **CONTRACT**, a Certificate of Insurance coverage as provided in the contract documents which will include Comprehensive Insurance, **CONTRACTOR'S** Automobile, and where applicable, Owner's Protective Liability insurance, Subcontractor's Public Liability and Property Damage Insurance. The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident. See bid packet for details.

No bids will be considered unless the bidder, 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. Where applicable, this shall include evidence of holding a current license from the Alabama Licensing Board for General Contractors, Montgomery, Alabama, as required by Chapter 8, Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if a non-resident of the State, and if a corporation, Shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license, or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of bids without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.cofairhope.com.

Daniel P Ames,
Purchasing Manager
City of Fairhope

Posted 5-23-2013

ITEM II
INSTRUCTIONS TO BIDDERS

2.00 BID INVITATION

Notice is hereby given that the City of Fairhope will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.

2.01 BID NO. 015-13
BID NAME Three Fixed Permanent Backup Generator Stands
PROJECT NO. SEW001-13
PROJECT NAME Three Fixed Permanent Backup Generator Stands
PROJECT LOCATIONS N. Section St., S. Section St., S. Greeno Rd., Fairhope, Al

2.02 SUMMARY:

Prepare grounds, construct in place three generator stands, perform erosion control measures.

2.03 BID DEADLINE

Sealed bids will be received until 10:00 A.M. local time, Thursday, June 6, 2013 at the City of Fairhope offices located at 555 S. Section Street, Fairhope, Alabama, and publicly opened shortly thereafter. **If sending by USPS: P.O. Drawer 429, Fairhope, Al 36533.**

2.04 AVAILABILITY OF DOCUMENTS

Bid documents (including plans and drawings) are available at BES, Inc., 311 Fels Avenue, Fairhope, AL 36532, (251) 929-0551 upon request of a refundable {if plans are returned in reusable condition within ten (10) days of bid opening} deposit of \$80.00. Checks should be made payable to BES, Inc. Bid documents will be mailed only upon receipt of deposit. No bid documents will be distributed later than 24 hours prior to the scheduled bid opening. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, located at 555 S. Section Street. Prior to opening, Bid packages may be picked up at the BES, Inc. location during normal operation, between 8:00 A.M. and 4:00 P.M. local time.

2.05 INQUIRIES

Questions or comments pertaining to this bid must be presented in writing, and sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, at P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, no less than Seventy-Two (72) hours prior to the bid opening, or will be forever waived.

2.06 SITE EXAMINATION / CITY PROVISION / NON-RESIDENT STATE RECIPROCITY

Non-Mandatory Pre-bid conference to be held at City of Fairhope offices located at 555 S. Section St., Fairhope, Alabama. At 10:00 a.m. on Monday, June 3, 2013. Site visit to follow.

The City of Fairhope will not furnish any labor, material or supplies unless specifically stated in the Contract documents. Contractor must be properly licensed to perform the work as outlined in the Scope of Work. Bidder must have a current business license, or purchase a business license with the City of Fairhope prior to or (upon) bid being awarded. Where required by State law, State of Alabama Contractor's license is required.

Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident contractors on the same basis as the non-resident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. Therefore, non-resident bidders shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-residents bidder's state of domicile as to preferences granted by the state to entities doing business in that state when letting public contracts.

2.07 BID SECURITY

The bidder shall be required to file with his or her bid either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the City of Fairhope for an amount not less than five percent of the awarding authority's estimated cost or of the contractor's bid, but in no event more than ten thousand dollars (\$10,000).

2.08 PERFORMANCE ASSURANCE AND INSURANCE

The bidder to whom award is made shall provide a Performance Bond equal to 100% (percent) of the Contract amount and a Labor and Materials Bond equal to 100% (percent) of the Contract amount. The accepted Bidder shall also provide insurance as required in section titled ITEM VII INSURANCE.

2.09 DURATION OF OFFER

Bids may be withdrawn by written or telegraphic request received from the bidder prior to the time fixed for opening. No bid shall be withdrawn for a period of THIRTY (30) days subsequent to the opening of bid without the consent of the City Council of the City of Fairhope.

2.10 EQUAL OPPORTUNITY

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 bids.

2.11 BID SUBMISSION AND PREPARATION

Sealed Bids, signed, executed, and dated will be received by the City of Fairhope as noted in section 2.03 above. Submit one copy of the executed offer, on the Bid Form provided, along with the required Bid Security. The bid shall be enclosed in a sealed opaque envelope approximately 9X12 inches or larger, clearly identified on the outside as a SEALED BID with PROJECT NUMBER, PROJECT NAME, OWNER'S NAME AND ADDRESS, BIDDER'S NAME AND ADDRESS, BIDDER'S LICENSE NUMBER.

2.11.1 Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the Invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitable filled in.

2.11.2 Fill in all blanks on the Bid Form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the bidder.

2.11.3 The Bid Form may have a Contingency Allowance listed. Add this amount to the Bid Base to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the Contractor without the written authorization of the Owner. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the Owner.

2.11.4 Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with

the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person who affixes to this signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

- 2.11.5 Each project will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is, bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same. Alternate bids will not be considered unless requested. . Bidders are to provide with their bid, a reference list to include name/address/phone number.
- 2.12 **BID INELIGIBILITY**
Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the Owner. The Owner may waive any minor irregularities and may reject any or all bids. Bids received after the deadline will be returned to the bidder unopened.
- 2.13 **CONTRACT TIME**
The contractor agrees to perform the work within the time stated in the Bid Response Form. The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.
- 2.14 **CONSTRUCTION DOCUMENT IDENTIFICATION**
The Construction documents are the Bid Packet, Drawings, Addenda, and all other related documents bearing the Project Title and Number. Bidders shall use complete sets of Construction Documents in preparing their Bids. The City will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.
- 2.15 **INQUIRIES/ADDENDA**
Questions or comments pertaining to this bid 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 bid opening or will be forever waived.
- 2.15.1 All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by posting to the City of Fairhope website: www.cofairhope.com., and posted on the City's bulletin board at 555 South Section St., Fairhope, AL. It is the responsibility of the bidder to obtain any addenda, and verify that all addenda have been received.
- 2.16 **BID ACCEPTANCE**
Bid with lowest Total Bid amount from a responsive and responsible bidder may be accepted if within the Contract Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the owner shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.
- 2.17 **BIDDERS INTERESTED IN MORE THAN ONE BID**
If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bid is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The City reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.

- 2.18 **ERRORS IN BIDS**
Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk. In case of error, in the extension of prices the unit price will govern.
- 2.19 **CONTRACT AND BOND**
The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented for signature.
- 2.20 **COLLUSION**
If there is any reason for believing that collusion exists among the Bidders, any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City.
- 2.21 **SUBLETTING OR ASSIGNING OF CONTRACT**
Limitations: The contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portions of the contract, his right, title, or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by sub-contract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.
- 2.21.1 Sub-contractor's Status: A Sub-contractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.
- 2.22 **PROSECUTION OF WORK**
The Contractor shall commence work within 10 days of issuance of the *Notice to Proceed* (NTP) by the Project Manager or as otherwise directed in writing.
- 2.22.1 The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.
- 2.22.2 Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manger may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.
- 2.22.3 Should the Contract fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

ITEM III
BID RESPONSE FORM

Date: _____

BID NO. 015-13
BID NAME Three Fixed Permanent Backup Generator Stands
PROJECT NO. SEW001-13
PROJECT NAME: Three Fixed Permanent Backup Generator Stands
HMGP Project No. DR-1971-646 CFDA #97.039

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The owner agrees to provide the following materials: NONE

Base Bid \$ _____
Allowance \$ NONE
Total Base Bid \$ _____

The Contractor agrees to complete all the work within Sixty (60) calendar days from date given in the *Notice to Proceed* (NTP) unless other arrangements are approved by the Project Manager.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>	<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>
_____	_____	_____	_____
_____	_____	_____	_____

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your Invitation to Bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. as described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

WITNESS our hands this _____ day of _____, 2013.

IF INDIVIDUAL

_____ Doing Business As, _____
(SIGNATURE of Individual Bidder) (Business name)

Business

Business Mailing Address

City, State, Zip code

NOTARY FOR INDIVIDUAL

STATE OF _____ }

COUNTY OF _____ }

I the undersigned authority in and for the said State and County, hereby certify that

_____ as _____ of _____
Print name of Bid signer Title Print Company name

whose name is signed to the foregoing document 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 _____, 2013.

Notary Public _____

My Commission Expires ____/____/____

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Name of Corporation, Partnership or Joint Venture

BY: _____ (SIGNATURE of Officer authorized for sign Bids and Contracts for the firm) _____ (Position or Title)

(PRINT name of Officer authorized for sign Bids and Contracts for the firm)

(PRINT NAME(S) OF OTHERS IF IN PARTNERSHIP)

Business

Business Mailing Address

City, State, Zip Code

GENERAL CONTRACTOR'S LICENSE _____ Alabama Foreign Corporation Registration _____
(Required of Out of State vendors)

THIS MUST BE NOTARIZED

NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE

STATE OF _____ }

COUNTY OF _____ }

I the undersigned authority in and for the said State and County, hereby certify that

_____ and _____, as _____ and
Print name of Bid signer Print name of Bid signer Title

_____, respectively, of _____
Title Print Company name

whose name(s) is signed to the foregoing document 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 _____, 2013.

Notary Public _____

My Commission Expires ___/___/___

END OF BID RESPONSE FORM

ITEM IV
BID BOND

The PRINCIPAL (Bidder's name and address)

The OWNER (Name and Principal place of Business)

City of Fairhope
P.O. Drawer 429
Fairhope, Al 36533

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

Project No SEW001-13
Project Name: Three Fixed Permanent Backup Generator Stands
HMGP Project No. DR-1971-646 CFDA #97.039

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this ____ day of _____, 2013.

ATTEST

Principal (Company)

By _____

Print Name and Title

SURETY ATTEST

Surety Company

By _____

Print Name and Title

ITEM V
PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert here the name & address of legal title of the Contractor)
_____ hereinafter called the Principal, and

(Insert here the name and address of legal title of one or more sureties)
_____ and _____

hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope. hereinafter called the Owner in the sum of _____ Dollars (\$ _____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated ___/___/___ entered into a contract with the Owner for: **Bid No. 015-13, Three Fixed Permanent Backup Generator Stands**, which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Witness our hands and seals this _____ day of _____, 2013.

_____, Doing Business As, _____
(Signature of Individual Bidder) (Business Name)

Business Mailing Address: _____

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____

BY: _____
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

(Position or Title)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors)

Attest:

(Secretary)

(Name of State under the laws of which incorporated)

(Name of Surety)

BY: _____
(Attorney in Fact)

ITEM VI
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____As Principal, and _____ as Surety, are held
and firmly bound unto said City of Fairhope hereinafter called the Obligee, in the penal sum of _____
Dollars (\$ _____) lawful money of the United States, for the payment of which sum and truly to be
made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated _____
20 _____. (Hereinafter called the Contract) for **Bid No. 015-13, Three Fixed Permanent Backup Generator
Stands**, which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set
out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all
subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal
and of such subcontractors shall promptly make payments to all persons supplying him or them with labor,
materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment
or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by
the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection
with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of
the work provided for in said Contract shall have a direct right to action against the Principal and Surety on
this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work
provided for in said Contract is to be performed or in any County in which said Principal or Surety does
business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or
claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than
one year after the final settlement of said Contract falls due) in which action such claim or claims shall be
adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his
successor or representative as the agent of each of them to receive and accept services of process or other
pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall
be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under
Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any
suit, action or preceding thereon that is instituted later than one year after the final settlement of said
contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved
February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public
works and suits thereon".

Witness our hands and seals this _____ day of _____, 20_____.

_____, Doing Business As, _____
(Signature of Individual Bidder) (Business Name)

Business Mailing Address: _____

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____

BY: _____
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

(Position or Title)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors)

Attest:

(Secretary)

(Name of State under the laws of which incorporated)

(Name of Surety)

BY: _____
(Attorney in Fact)

ITEM VII
INSURANCE

7.0 INSURANCE REQUIREMENTS

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the Contractor's General Liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded bidder.

7.01 All insurance will be provided by insurers by admitted carriers in the State of Alabama, 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.

7.02 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**

7.03 Worker's Compensation and Employer's Liability

Part One:	Statutory Benefits as required by the State of Alabama		
Part Two:	Employer's Liability	\$100,000	each accident
		\$100,000	each employee
		\$500,000	Policy Limit

7.04 U.S. Longshoreman & Harbor Workers Act (USL&H)

Required if contract involves work near a navigable waterway that may be subject to the USL&H law.

7.05 Maritime Endorsement (Jones Act)

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Member or Crew" under "Protection and Indemnity" coverage (P&I) unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000	each accident
Bodily injury by disease	\$1,000,000	aggregate

7.06 Commercial General Liability

Coverage on an Occurrence from with a combined single limit of (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
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50 feet of a railroad.

7.07 Automobile Liability

Covering all owned, non-owned and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

7.08 Certificates 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 ten (10) days written notice of cancellation to the City.

- 7.04.1 The Contractor shall require certificates of insurance from sub-contractors. Sub-contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.

ITEM VIII
SCOPE OF WORK AND SPECIFICATIONS
For Project No. SEW001-13
Three Fixed Permanent Backup Generator Stands
HMGP Project No. DR-1971-646 CFDA #97.039

The awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:

- 8.0 **SCOPE OF WORK & SPECIFICATIONS**

- 8.01 **SCOPE OF WORK**

- 8.01.1 DEFINITIONS

- 8.01.1.1 CITY
The City of Fairhope, Alabama City Council, Mayor, and the officers, agents and employees of the City of Fairhope, Alabama

- 8.01.1.2 CONTRACTOR
The CONTRACTOR is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction CONTRACT. The term "CONTRACTOR" means the CONTRACTOR or the Contractor's authorized representative.

- 8.01.1.3 SPECIFICATIONS
The Specifications are that portion of the CONTRACT DOCUMENTS which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.

- 8.01.1.4 SUBCONTRACTOR
A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the CONTRACTOR. The term "Subcontractor" means a Subcontractor or its authorized representatives.

- 8.01.1.5 The WORK: The Work is the construction and services required by the CONTRACT DOCUMENTS and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the CONTRACTOR'S obligations under the CONTRACT. The Work may constitute the entire Project or only a portion of it.

- 8.01.2 GENERAL DESCRIPTION

- 8.01.2.1 The general scope of work is to have the CONTRACTOR execute a turnkey project, preparing the site, constructing three generator stands, and landscaping the finished work, all to Engineer of Record's specifications. Project Location: Fairhope, Alabama.

- 8.01.2.2 Quantity: All quantities are approximations. The CONTRACTOR will be paid for actual quantities installed and approved by the CITY. All residuals of bulk quantity units charged to the CITY, but not consumed by this project, will remain the property of the CITY, and the CONTRACTOR will deliver those residuals to the CITY, no later than, at the time of substantial completion of the project.

- 8.01.3 GENERAL QUALITY ASSURANCE
The CONTRACTOR will use an adequate number of skilled employees, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance as described above in

the GENERAL DESCRIPTION of work. The CONTRACTOR SHALL provide an on-site Supervisor who will remain on site at all times while his employees, or those of a subcontractor, are performing work related to this CONTRACT. The City of Fairhope Project Manager shall be furnished the name and 24 hour contact phone number for this Supervisor. All work shall be done in compliance with Federal, State and Local laws, regulations or ordinances, current industry standards, and to any and all equipment manufacturers recommended guidelines.

8.01.4 SUPPLIER QUALIFICATIONS

Manufacturer shall be an established firm experienced in the field.

8.01.5 INSTALLER QUALIFICATIONS

CONTRACTOR shall be experienced in the concrete construction field, using installers familiar with and experienced in the types of installation required. CONTRACTOR shall have completed three (3) projects of similar magnitude with similar product

8.01.6 SUBMITTALS

Product Data: Submit manufacturer's technical information and installation instructions for materials required, except bulk materials. CONTRACTOR to submit three (3) copies of Manufacturer's product cut sheets (including MSDS) for all products.

8.01.7 SAFETY AND PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR is ultimately responsible for the safety of his/her employees, those of any subcontractor engaged by the CONTRACTOR and for any and all CONTRACTOR owned or leased equipment used for the performance of this contract

8.01.7.1

The CONTRACTOR shall be solely and completely responsible for conditions at the Project site, including safety of all persons (including employees) and property. The CONTRACTOR shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe performance. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

8.01.7.2

The CONTRACTOR shall employ Construction Methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to: Workers and other persons on the Project site and in adjacent and other areas that may be affected by the CONTRACTOR'S operations; the Work and materials and equipment to be incorporated into the Work and stored by the CONTRACTOR on or off the Project site and other property on, or adjacent to, the Project site, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and other improvements not designated in the CONTRACT DOCUMENTS to be removed, relocated, or replaced.

8.01.7.3

The CONTRACTOR shall be responsible for the prompt remedy of damage and loss to property, including the filing of appropriate insurance claims, caused in whole or in part by the fault or negligence of the CONTRACTOR, a Subcontractor, or anyone for whose acts they may be liable.

8.01.7.4

The CONTRACTOR shall comply with and give notices required by applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety and protection of persons or property, including without limitation notices to adjoining property owners of excavation or other construction activities that potentially could cause damage or injury to adjoining property or persons thereon.

8.01.7.5

The CONTRACTOR shall erect and maintain barriers, danger signs, and any other reasonable safeguards and warnings against hazards as may be required for safety and protection during performance of the Contract and shall notify owners and users of adjacent sites and utilities of conditions that may exist or arise which may jeopardize their safety.

- 8.01.7.6 If use or storage of explosives or other hazardous materials or equipment or unusual Construction Methods are necessary for execution of the Work, the CONTRACTOR shall exercise commensurate care and employ supervisors and workers properly qualified to perform such activity. Note: No explosive devices have been authorized for this project.
- 8.01.7.7 The CONTRACTOR shall furnish a qualified safety representative at the Project site whose duties shall include the prevention of accidents. The safety representative shall be the CONTRACTOR'S superintendent, unless the CONTRACTOR assigns this duty to another responsible member of its on-site staff and notifies the Owner in writing of such assignment.
- 8.01.7.8 The CONTRACTOR shall not permit a load to be applied, or forces introduced, to any part of the construction or site that may cause damage to the construction or site or endanger safety of the construction, site, or persons on or near the site.
- 8.01.8 HAZARDOUS MATERIALS
A Hazardous Material is any substance or material identified as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing its handling, disposal, and/or clean-up. Existing Hazardous Materials are Hazardous Materials discovered at the Project site and not introduced to the Project site by the CONTRACTOR, a Subcontractor, or anyone for whose acts they may be liable.
- 8.01.8.1 If, during the performance of the Work, the CONTRACTOR encounters a suspected Existing Hazardous Material, the CONTRACTOR shall immediately stop work in the affected area, take measures appropriate to the condition to keep people away from the suspected Existing Hazardous Material, and immediately notify the OWNER of the condition in writing.
- 8.01.8.2 The OWNER shall obtain the services of an independent laboratory or professional consultant, appropriately licensed and qualified, to determine whether the suspected material is a Hazardous Material requiring abatement and, if so, to certify after its abatement that it has been rendered harmless. Any abatement of Existing Hazardous Materials will be the responsibility of the OWNER. The OWNER will advise the Contractor in writing of the persons or entities who will determine the nature of the suspected material and those who will, if necessary, perform the abatement.
- 8.01.8.3 After certification by the OWNER'S independent laboratory or professional consultant that the material is harmless or has been rendered harmless, work in the affected area shall resume upon written agreement between the OWNER and CONTRACTOR. If the material is found to be an Existing Hazardous Material and the CONTRACTOR incurs additional cost or delay due to the presence and abatement of the material, the Contract Sum and/or Contract Time shall be appropriately adjusted by a Contract Change Order.
- 8.01.8.4 The OWNER shall not be responsible for Hazardous Materials introduced to the Project site by the CONTRACTOR, a Subcontractor, or anyone for whose acts they may be liable unless such Hazardous Materials were required by the Contract Documents.
- 8.01.9 DELIVERY AND STORAGE
- 8.01.9.1 Delivery of Materials
CONTRACTOR shall deliver materials in a neat, safe manner, least intrusive, and interruptive of City Business, in a manner, and to a location approved by the CITY. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Prevent damage or contamination to materials by water, freezing, foreign matter or other causes.
- 8.01.9.2 Storage of Materials
CONTRACTOR is to store all materials in a neat safe manner, least intrusive, and interruptive of City business, in a manner and location approved by the CITY. Area where materials are to be stored should be maintained in compliance with Manufacturer's recommendations.

8.01.10 SCHEDULE OF INSTALLATION

Provide a sequenced, timeline schedule for performing the work. All work shall be completed during hours, and in a manner, least intrusive and interruptive of City business, and approved by the CITY.

8.01.11 WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

8.01.12 INTENT OF SPECIFICATIONS

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product, services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

8.02 **SPECIFICATIONS** (Provided by BES, Inc.)

8.02.1 **STRUCTURAL SPECIFICATIONS**

THIS PROJECT HAS BEEN DESIGNED FOR THE WEIGHTS AND MATERIALS INDICATED ON THE DRAWINGS AND FOR THE LIVE LOADS INDICATED IN THE DESIGN DATA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALLOWABLE CONSTRUCTION LOADS AND TO PROVIDE PROPER DESIGN AND CONSTRUCTION OF, FORMWORK, BRACING, SHEETING AND SHORING, ETC. WORK NOT INCLUDED ON THE DRAWINGS BUT IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES ELSEWHERE ON THE DRAWINGS SHALL BE REPEATED. IN CASE OF CONFLICT BETWEEN THE NOTES, DETAILS AND SPECIFICATIONS THE MOST RIGID REQUIREMENTS SHALL GOVERN. NOTIFY ENGINEER BEFORE PROCEEDING WITH WORK.

8.02.1.1 **FOUNDATION NOTES**

NO FOOTINGS OR SLABS SHALL BE POURED INTO OR AGAINST SUBGRADE CONTAINING FREE WATER, FROST, ICE OR LOOSE MATERIAL.
ALL SLAB-ON-GRADE, TRENCH BOTTOMS AND OTHER ON-GRADE INTERIOR HORIZONTAL SURFACES SHALL BE PLACED OVER 10 MIL REINFORCED VAPOR BARRIER OVER 4"-#57 STONE PLACED ON SUBGRADE.

IF UNDERMINING OF FOOTINGS OCCURS, FILL VOIDS WITH 2500 PSI CONCRETE. DO NOT ATTEMPT TO REPLACE AND RECOMPACT SOIL.

8.02.1.2 **CONCRETE**

CONCRETE SHALL HAVE THE UNIT WEIGHT AND THE MINIMUM COMPRESSIVE STRENGTHS OF 4000 PSI (f'c) AT 28 DAYS. GROUT FOR BASE PLATES SHALL BE

NON-SHRINKABLE GROUT AND SHALL HAVE A MINIMUM SPECIFIED COMPRESSIVE STRENGTH AT 28 DAYS OF 5000 PSI, UNLESS NOTED OTHERWISE. NO CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE. MIXING, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO AC1-301-89.

- 8.02.1.2.1 ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI-318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", AND CONTRACT SPECIFICATIONS. WHEN THERE IS A CONFLICT BETWEEN ACI AND SPECIFICATIONS, THE MORE STRINGENT SHALL GOVERN. CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" x 45 DEGREE CHAMFER, UNLESS NOTED OTHERWISE.
- 8.02.1.2.2 CONCRETE REINFORCEMENT BARS SHALL CONFORM TO ASTM A615, GRADE 60, REINFORCING BARS SHALL NOT BE TACK WELDED, WELDED, HEATED OR CUT, UNLESS INDICATED ON THE CONTRACT DOCUMENTS. ALL LAP SPLICES SHALL BE CLASS "B" U.N.O.
- 8.02.1.2.3 HORIZONTAL FOOTING AND HORIZONTAL WALL REINFORCEMENT SHALL BE CONTINUOUS AND SHALL HAVE 90 DEGREE BENDS AND EXTENSIONS, OR CORNER BARS OF EQUIVALENT SIZE LAPPED WITH A CLASS B TENSION SPLICE AT CORNERS AND INTERSECTIONS. TOP BAR CRITERIA SHALL APPLY IF 12" OR MORE OF FRESH CONCRETE IS PLACED BELOW BAR.
- 8.02.1.2.4 SLABS-ON-GRADE SHALL HAVE CONSTRUCTION JOINTS OR CRACK CONTROL JOINTS AS SHOWN ON THE DRAWINGS. CONSTRUCTION JOINTS CAN BE USED AT CONTROL JOINT LOCATIONS AT CONTRACTORS OPTION. SEE SLAB PLANS & JOINT DETAILS FOR ADDITIONAL INFORMATION.
- 8.02.1.2.5 ALL WELDED WIRE FABRIC SHALL CONFORM TO THE STANDARDS OF ASTM A-185. SUPPLY IN FLAT SHEETS.
- 8.02.1.2.6 ALL CONCRETE REINFORCEMENT SHALL BE DETAILED, FABRICATED, LABELED, SUPPORTED, AND SPACED IN FORMS AND SECURED IN PLACE IN ACCORDANCE WITH THE PROCEDURES AND REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", ACI 318, AND THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", ACI 315, LATEST EDITION.
- 8.02.1.2.7 ALL WELDED WIRE FABRIC SHALL BE LAPPED TWO (2) FULL MESH PANELS AND TIED SECURELY.
- 8.02.1.2.8 ALL DOWELS SHALL MATCH SIZE AND NUMBER OF MAIN REINFORCING, UNLESS NOTED OTHERWISE ON DRAWINGS.
- 8.02.1.2.9 ADDITIONAL BARS SHALL BE PROVIDED AROUND ALL FLOOR AND WALL OPENINGS AS SHOWN ON THE DWGS.
- 8.02.1.2.10 THE CONTRACTOR SHALL COORDINATE ADDITIONAL WALL/SLAB OPENINGS ON STRUCTURAL DRAWINGS. SEE MECHANICAL, ELECTRICAL, PLUMBING AND CIVIL DRAWINGS.
- 8.02.1.2.11 UNLESS NOTED OTHERWISE, ALL SHOWER CURBS SHALL BE REINFORCED WITH AT LEAST 1 #4 CONTINUOUS AND #4 AT 12" OC DOWELS TO STRUCTURE BELOW. THE CONTRACTOR SHALL VERIFY ALL OPENINGS, PAD SIZES, AND ANCHOR BOLT LOCATIONS WITH EQUIPMENT SELECTED.

8.02.2 **CIVIL SPECIFICATIONS**

8.02.2.1 **SUMMARY:**
SECTION INCLUDES AGGREGATE MATERIALS FOR FILL, DRAINAGE AND GRADING PURPOSES.

8.02.2.2 **CONTRACTOR SHALL PERFORM:**

STOCKPILE MATERIALS ON SITE AT LOCATIONS INDICATED BY ENGINEER. STOCKPILE IN SUFFICIENT QUANTITIES TO MEET PROJECT SCHEDULE AND REQUIREMENTS. SEPARATE DIFFERING MATERIALS WITH DIVIDERS OR STOCKPILE TO PREVENT MIXING. DIRECT SURFACE WATER AWAY FROM STOCKPILE SITE SO AS TO PREVENT EROSION OR DETERIORATION OF MATERIALS. REMOVE STOCKPILE, LEAVE AREA IN CLEAN AND NEAT CONDITION. GRADE SITE SURFACE TO PREVENT FREE STANDING SURFACE WATER. WHEN BORROW AREA IS INDICATED, LEAVE AREA IN CLEAN AND NEAT CONDITION.

8.02.2.3 **GOVERNING CODES:**

STATE, COUNTY AND CITY CIVIL CODES, NATIONAL CIVIL CODE, 2009 IBC

8.02.2.4 **UNIT PRICE - MEASUREMENT AND PAYMENT:**

BASIS OF MEASUREMENT: BY THE SQUARE YARD TO ELEVATIONS INDICATED ON DRAWINGS. BASIS OF PAYMENT: INCLUDES SUPPLYING FILL MATERIAL, STOCKPILING, SCARIFYING SUBSTRATE SURFACE, PLACING WHERE REQUIRED, FINE GRADING AND COMPACTING.

8.02.2.5 **QUALITY ASSURANCE:**

FURNISH EACH AGGREGATE MATERIAL FROM SINGLE SOURCE THROUGHOUT THE WORK. PERFORM WORK IN ACCORDANCE WITH ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

8.02.2.6 **EXECUTION:**

VERIFY EXISTING CONDITIONS BEFORE STARTING WORK. VERIFY SUBSTRATE HAS BEEN INSPECTED, GRADIENTS AND ELEVATIONS ARE CORRECT, AND IS DRY. CORRECT IRREGULARITIES IN SUBSTRATE GRADIENT AND ELEVATION BY SCARIFYING, RESHAPING AND RECOMPACTING. DO NOT PLACE FILL ON SOFT, MUDDY OR FROZEN SURFACES. PLACE AGGREGATE IN MAXIMUM 8" LAYERS AND COMPACT TO SPECIFIED DENSITY. LEVEL AND CONTOUR SURFACES TO ELEVATIONS AND GRADIENTS INDICATED. ADD SMALL QUANTITIES OF FINE AGGREGATE TO COARSE AGGREGATE AS APPROPRIATE TO ASSIST COMPACTION. MAINTAIN OPTIMUM MOISTURE CONTENT OF FILL MATERIALS TO ATTAIN REQUIRED COMPACTION. USE MECHANICAL TAMPING EQUIPMENT IN AREAS INACCESSIBLE TO COMPACTION EQUIPMENT. AFTER COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITH CENTIPEDE SOD. CONTRACTOR SHALL GRADE ELEVATIONS SURROUNDING SLAB TO MEET TOP OF SLAB ELEVATION.

8.02.2.7 **TOLERANCES:**

MAXIMUM VARIATION FROM FLAT SURFACES IS 1/2" MEASURED WITH 10' STRAIGHT EDGE. MAXIMUM VARIATION FROM THICKNESS IS 1/2". MAXIMUM VARIATION FROM ELEVATION IS 1/2".

8.02.2.8 **FIELD QUALITY CONTROL:**

COMPACTION TESTING WILL BE PERFORMED IN ACCORDANCE WITH ASTM D1557. WHEN TESTS INDICATE WORK DOES NOT MEET SPECIFIED REQUIREMENTS, REMOVE WORK, REPLACE AND RETEST. FREQUENCY OF TESTS: ONE TEST PER SITE.

8.02.3 **EROSION CONTROL DEVICES:**

8.02.3.1 **QUALITY ASSURANCE:**

PERFORM WORK IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

- 8.02.3.2 **MATERIALS:**
SILT FENCE SHALL BE EQUIVALENT TO EXXON GTF-180 FABRIC.
- 8.02.3.3 **EXECUTION:**
VERIFY COMPACTED SUBGRADE IS ACCEPTABLE AND READY TO SUPPORT DEVICES AND IMPOSED LOADS. VERIFY GRADIENTS AND ELEVATIONS OF BASE OR FOUNDATION FOR OTHER WORK ARE CORRECT. CONSTRUCT SEDIMENT TRAPS IN ACCORDANCE WITH DRAWINGS. INCORPORATE EROSION CONTROL DEVICES INDICATED ON THE DRAWINGS INTO THE PROJECT AT THE EARLIEST PRACTICABLE TIME. CONSTRUCT, STABILIZE AND ACTIVATE EROSION CONTROLS BEFORE SITE DISTURBANCE WITHIN TRIBUTARY AREAS OF THOSE CONTROLS. STOCKPILE AND WASTE PILE HEIGHTS SHALL NOT EXCEED 10'. SLOPE STOCKPILE SIDES AT 2:1 OR FLATTER. STABILIZE ANY DISTURBED AREA OF AFFECTED EROSION CONTROL DEVICES ON WHICH ACTIVITY HAS CEASED AS SPECIFIED ON DRAWINGS. STABILIZE DIVERSION CHANNELS, SEDIMENT TRAPS AND STOCKPILES IMMEDIATELY.
- 8.02.3.4 **FIELD QUALITY CONTROL:**
INSPECT EROSION CONTROL DEVICES ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. MAKE NECESSARY REPAIRS TO ENSURE EROSION AND SEDIMENT CONTROLS ARE IN GOOD WORKING ORDER.
- 8.02.3.5 **CLEANING:**
WHEN SEDIMENT ACCUMULATION IN SEDIMENTATION STRUCTURES HAS REACHED A POINT ONE-THIRD DEPTH OF SEDIMENT STRUCTURE OR DEVICE, REMOVE AND DISPOSE OF SEDIMENT. DO NOT DAMAGE STRUCTURE OR DEVICE DURING CLEANING OPERATIONS. DO NOT PERMIT SEDIMENT TO ERODE INTO CONSTRUCTION OR SITE AREAS OR NATURAL WATERWAYS. CLEAN CHANNELS WHEN DEPTH OF SEDIMENT REACHES APPROXIMATELY ONE HALF CHANNEL DEPTH.
- 8.02.3.6 **PROTECTION:**
TEMPERATURES, AND MECHANICAL INJURY. IMMEDIATELY AFTER PLACEMENT, PROTECT PAVING FROM PREMATURE DRYING, EXCESSIVE HOT OR COLD DO NOT PERMIT CONSTRUCTION TRAFFIC OVER PAVING FOR 7 DAYS MINIMUM AFTER FINISHING. PROTECT PAVING FROM ELEMENTS, FLOWING WATER, OR OTHER DISTURBANCE UNTIL CURING IS COMPLETED.
- 8.02.4 **STORM DRAINAGE:**
- SUMMARY:**
SECTION INCLUDES GRAVITY SITE STORM SEWERAGE DRAINAGE PIPING, FITTINGS AND ACCESSORIES, AND BEDDING; CONNECTION OF DRAINAGE SYSTEM EXISTING SYSTEM, AND CATCH BASINS, PAVED AREA DRAINAGE, SITE SURFACE DRAINAGE AND DETENTION BASIN.
- 8.02.4.1 **UNIT PRICE - BASIS OF MEASUREMENT:**
PIPE AND FITTINGS: BASIS OF MEASUREMENT IS BY THE LINEAR FOOT. PIPE AND FITTINGS: BASIS OF PAYMENT INCLUDES EXCAVATING, BEDDING, PIPE AND FITTINGS, GRANULAR COVER, DEWATERING, BACKFILLING AND COMPACTION. CATCH BASIN AND CLEANOUT: BASIS OF MEASUREMENT IS BY EACH UNIT. CATCH BASIN AND CLEANOUT: BASIS OF PAYMENT INCLUDES EXCAVATING, BEDDING, UNIT INSTALLATION WITH ACCESSORIES, CONNECTING TO SEWER PIPING, DEWATERING, BACKFILLING AND COMPACTION.
- 8.02.4.2 **COORDINATION:**
COORDINATE THE WORK WITH TERMINATION OF STORM SEWER CONNECTION OUTSIDE BUILDING IF APPLICABLE.

8.02.4.3 MATERIALS:
SEWER PIPE MATERIALS: REINFORCED CONCRETE PIPE: ASTM C76, CLASS III, WITH WALL TYPE A; REINFORCEMENT PER AASHTO M170, BELL AND SPIGOT END JOINTS. REINFORCED CONCRETE PIPE JOINT DEVICE: ASTM C443, RUBBER COMPRESSION GASKET JOINT. HIGH DENSITY POLYETHYLENE (HDPE) – CORRUGATED PIPE HAVING AN INTEGRALLY FORMED TO AASHTO M-294 OR M-252. HDPE JOINTS - POLYETHYLENE SPLIT COUPLINGS, CORRUGATED TO ENGAGE A

MINIMUM OF 2 CORRUGATIONS ON EACH SIDE OF THE JOINTS AND FASTENED ACCORDING TO MANUFACTURERS RECOMMENDATIONS OR BELL AND SPIGOT JOINTS, WITH BELL AND SPIGOT BEING AN INTEGRAL PART OF THE PIPE. JOINTS SHALL BE WATERTIGHT.

8.02.4.4 ACCESSORIES:
TRACE WIRE: MAGNETIC DETECTABLE CONDUCTOR, BRIGHTLY COLORED, IMPRINTED WITH "STORM SEWER SERVICE" IN LARGE LETTERS.

8.03 **MISCELLANEOUS REQUIREMENTS**

8.03.1 All work to be done in a neat and professional manner.

8.03.2 All applicable licenses or permit fees to be acquired and paid by **CONTRACTOR**.

8.03.3 **CONTRACTOR** to provide all necessary services and materials unless stated otherwise above.

8.03.4 **CONTRACTOR** to comply with all applicable laws, codes, and regulations, including safety, fire, health, environmental and insurance. Contractor will perform all work in compliance with meeting or exceeding Manufacturer's and industry standards.

8.03.5 **CONTRACTOR** to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.

8.03.6 The **CONTRACTOR** will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the **CONTRACTOR** resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the **CONTRACTOR'S** insurance.

8.03.7 Written change proposals shall be provided to the project manager by the **CONTRACTOR** for any requested modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved change order prior to any change implementation.

8.03.8 All salvageable material remains property of the City of Fairhope, and to be delivered by **CONTRACTOR** to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al.

8.04 **SPECIAL CONDITIONS**

8.04.1 EXCEPTIONS TO SPECIFICATIONS:
These specifications are based upon design and performance criteria which have been developed by the City of Fairhope as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The CITY shall determine which (if any) exceptions are acceptable and this determination shall be final.

END OF SCOPE OF WORK

ITEM IX
STANDARD TERMS AND CONDITIONS
CITY OF FAIRHOPE

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. 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 Winning Bidder 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 Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

2. ACCEPTANCE OF WORK

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

3. ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record, and posted to the City of Fairhope website www.cofairhope.com. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

4. ADDITIONAL ORDERS

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

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 awarded vendor 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 awarded vendor 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.

7. ASSURANCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

8. AWARD CONSIDERATION

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

9. AWARD OR REJECTION OF BIDS

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

10. BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

11. BID AND PERFORMANCE SECURITY

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue

bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

12. BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

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. Awarded vendor 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.

15. CERTIFICATION PURSUANT TO ACT NO.

2006- 557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

Office of the Secretary of State

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at

<http://www.sos.state.al.us/downloads/dl1.cfm>.

16. COST OF REMEDYING DEFECTS

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

17. DELIVERY OF BID

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

18. DELIVERY

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

19. ENVIRONMENTAL REQUIREMENTS

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this

bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

20. EQUIPMENT DEMONSTRATION

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

21. EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

22. ERRORS IN BID

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

23. FORCE MAJEURE

Neither the City nor the awarded vendor 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 awarded vendor 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 vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

24. HAZARDOUS AND TOXIC SUBSTANCES

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

25. INDEMNITY

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

26. INSPECTION

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

27. INSPECTION OF PREMISES

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of

Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of solicitation, the awarded vendor 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 awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

29. INVITATION TO BID

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

30. INVOICING, DELIVERY, PACKAGING

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

31. LABELING

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

30. LOSS OR DAMAGE IN TRANSIT

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

31. MANDATORY SITE VISIT

If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

32. MONITORING OF SERVICES

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

33. NONCONFORMING MERCHANDISE

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

34. NON-DISCRIMINATION

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.

35. NON EXCLUSIVE

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

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

37. PACKAGING

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number.

38. PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, Al. 36533

All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

39. PAYMENT WITHHELD

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled.

40. RECEIPT BY CITY OF FAIRHOPE

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

41. SET-UP AND INSTALLATION

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

42. SPILL CLEAN UP

The awarded vendor shall be responsible for spillage

caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs.

43. PRODUCT TESTING

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

44. PATENTS

Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

45. PACKAGING

Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

46. PERMITS LICENSES AND CERTIFICATES

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

47. PREPARATION OF BID

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations / bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

48. QUESTIONS / CONTACT

Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for

disqualifying a vendor from further consideration.

49. REJECTION OF BIDS

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

50. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor 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 the expiration of the Contract / Agreement / Purchase Order.

51. SAMPLES

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

52. SAFETY MEASURES

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

53. SUBSTITUTIONS

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

54. TABULATION

Bid results are posted on The City of Fairhope's web site: www.cofairhope.com. The awarded vendor will be sent a written notification via mail.

55. TAXES

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

56. 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 awarded vendor.

57. 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 awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

58. 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.

59. TIME IS OF THE ESSENCE

The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

60. TITLE

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

61. VENDOR LIST

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

62. WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or

adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

63. IMMIGRATION LAW

The Contractor 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 X
CONTRACT

This **CONTRACT** is made this ____ day of _____, 2013, by and between the City of Fairhope (hereinafter "**OWNER**") and _____ (hereinafter "**CONTRACTOR**"), on

Bid No. 015-13 Three Fixed Permanent Backup Generator Stands

Project No. SEW001-13 Three Fixed Permanent Backup Generator Stands

HMGP Project No. DR-1971-646 CFDA #97.039

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The contract consists of all of the items contained within this contract, the quotation package, proposal, scope of work, specifications and if any drawings addenda, amendments, and "City of Fairhope Standard Terms and Conditions", which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of **Project No SEW001-13 Three Fixed Permanent Backup Generator Stands**.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within number TEN (10) days of the date specified in the *Notice to Proceed* (NIP) to be issued to the **CONTRACTOR** by the **OWNER**, or its authorized representative. The work shall be completed, subject to authorized adjustments, within SIXTY (60) consecutive calendar days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of \$200 per working day.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____/100 Dollars (\$00.00) based on attached Bid Response Form, and "Scope of Work and Specifications". This represents a **LUMP SUM** payment for performance of the **WORK**, which payment shall be issued after the contract is fully performed and the **OWNER** has inspected the **WORK**. The quantities appearing in the bid specifications are approximate only and are prepared for the comparison of bids. Payment to the **CONTRACTOR** will be made only for the actual quantities of work performed and accepted, or materials furnished, in accordance with the contract. The estimated quantities or work to be done and materials to be furnished may each be increased, decreased, or omitted as provided herein.
5. Upon completion of the work, the **OWNER** will cause notice of final completion of the **CONTRACT** to be published one (1) time in a newspaper of general circulation, published in **BALDWIN COUNTY** and shall post notice of final completion on its bulletin board for one (1) week, and the **CONTRACTOR** shall certify under oath that all bills have been paid in full. The parties may complete final settlement any time after the notice has been posted for an entire week.
6. The **CONTRACTOR** shall, before commencing the **WORK**, execute a performance bond, with penalty equal to One Hundred Percent (100%) of the amount of the **CONTRACT SUM**. The **CONTRACTOR** shall also, before commencing the **WORK**, execute a labor and materials bond, payable to the **OWNER**, in an amount greater than Fifty Percent (50%) of the **CONTRACT SUM**, with the obligation that the **CONTRACTOR** promptly make all payments to all persons supplying labor, materials or supplies for, or in, prosecution of the **WORK** provided in the **CONTRACT** and for the payment of reasonable attorney's fees incurred by successful claimants. All bonds shall be executed by surety companies duly authorized and qualified to make such bonds in the State of Alabama in the amount required.
7. The **CONTRACTOR** shall not commence work under this **CONTRACT** until it has purchased **INSURANCE** for protection from any and all claims that may arise out of or result from the **CONTRACTOR'S** operations under the **CONTRACT**. The **CONTRACTOR**, at its sole expense, shall

obtain and maintain in full force the required insurance in the minimum amounts as described in **ITEM VII**. The limits and coverages specified are the minimum to be maintained and are not intended to represent

the correct insurance needed to fully and adequately protect the **CONTRACTOR** to the fullest extent permitted by law, the **CONTRACTOR**, shall indemnify and hold harmless the **OWNER**, and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the **WORK**.

8. The **CONTRACTOR** has thoroughly and completely inspected the premises, and hereby agrees to perform the **WORK** for the **CONTRACT SUM**.

9. The **CONTRACTOR** warrants to the **OWNER** that all materials furnished under this **CONTRACT** will be new, and that all work will be of good quality, free from faults and defects, and in conformance with the **CONTRACT DOCUMENTS**. All **WORK** not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the **OWNER**, the **CONTRACTOR** shall furnish satisfactory evidence as to the kind and quality of materials.

10. The **CONTRACTOR** shall promptly correct all **WORK** rejected by the **OWNER** as defective or failing to conform to the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall bear all costs of correcting such rejected **WORK**, regardless of whether the **WORK** is fabricated, installed or completed.

11. The **CONTRACTOR** shall remove from the site all portions of the **WORK** which are defective or non-conforming and which have not been corrected, unless removal is waived by the **OWNER**.

12. If the **CONTRACTOR** fails to correct defective or non-conforming **WORK** within a reasonable time fixed by written notice from the **OWNER**, the **OWNER**, may correct it and the **CONTRACTOR** shall bear the cost of making good all work of the **OWNER** and/or separate contractors.

13. If the **OWNER** prefers to accept the defective or nonconforming **WORK**, the **OWNER** may do so instead of requiring its removal and correction, in which case a reduction in the **CONTRACT SUM** shall be effected whether or not final payment has been made. The reduction shall be equitable and appropriate.

14. If the **CONTRACTOR** fails to correct defective **WORK** as set forth above or persistently fails to carry out the **WORK** in accordance with the **CONTRACT DOCUMENTS**, or fails to supply enough properly trained workers or proper materials or disregards laws, ordinances, rules or regulations, the **OWNER**, by a written order signed by its authorized agent, may order the **CONTRACTOR** to stop the **WORK**. If the **CONTRACTOR** fails within the seven (7) days after receipt of written notice to commence corrective action, the **OWNER** may, after seven (7) days follow the receipt of an additional written notice, and without prejudice to any other remedy of the **OWNER**, terminate employment of the **CONTRACTOR** and take possession of the site and of all materials thereon, and may finish the work by whatever methods the **OWNER** finds expedient.

15. If, within one (1) year after acceptance of the **WORK** by the **OWNER**, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the **CONTRACT DOCUMENTS**, any of the **WORK** is found to be defective or not in conformity with the **CONTRACT DOCUMENTS**, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **OWNER** to do so unless the **OWNER** has previously given the **CONTRACTOR** a written acceptance of such condition. This obligation shall survive both final payment for the **WORK** and termination of the **CONTRACT**. The **OWNER** shall give such notice promptly after discovery of the condition.

16. All **TIME LIMITS** stated in the **CONTRACT DOCUMENTS** are of the essence of the contract.

17. If the **CONTRACTOR** is delayed at any time in the progress of the **WORK** by any act or neglect of the **OWNER**, any of its employees, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the **CONTRACTOR'S** control, the **CONTRACT** time shall be extended to such reasonable time as the **OWNER** may determine.

18. The **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **WORK**. The **CONTRACTOR** shall perform the **WORK** in a manner which allows the **OWNER** to the maximum extent possible to continue its daily operations on the premises.

19. The **CONTRACTOR** shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the **CONTRACTOR'S** operations. At the completion of the **WORK**, the **CONTRACTOR** shall remove all the **CONTRACTOR'S** waste materials and rubbish from and about the **PROJECT** as well as all the **CONTRACTOR'S** tools, construction equipment, machinery and surplus materials. If the **CONTRACTOR** fails to clean up at the completion of the **WORK**, the **OWNER** may do so and the cost thereof shall be charged to the **CONTRACTOR**.

20. **WRITTEN NOTICE** shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party serving the notice.

21. The duties and obligations imposed by the **CONTRACT DOCUMENTS** and the **RIGHTS AND REMEDIES** available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

22. Should either party to the **CONTRACT** suffer injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees or agents, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

23. The **OWNER** and **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assign and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the **CONTRACT DOCUMENTS**. Neither party to the **CONTRACT** shall assign the **CONTRACT** or sublet it as a whole without the written consent of the other.

FEDERAL GUIDELINES APPLICABLE TO CONTRACTS

The United States Department of Homeland Security (DHS)

Federal Emergency Management Agency (FEMA)

HAZARD MITIGATION GRANT PROGRAM (HMGP) FUNDS

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 44 CFR § 13.36(i) and (h):

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 30 days after notice of default has been given by Applicant to Contractor, then Applicant may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Applicant hereunder, or obtain damages caused to the Applicant by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. make no further disbursements, and demand immediate repayment from Proposer of any funds previously disbursed under this Agreement;
- d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of Applicant to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that Applicant prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause and for Convenience. Applicant may choose to terminate this Agreement at any time by delivering to Contractor 30 days' advance written notice of intent to terminate.

C. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

D. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.c. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (Applies to all contracts and subcontracts for construction or repair)

E. Contractor shall comply with the Davis-Bacon Act (40 U.S.c. 276a to 276A-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by federal grant program legislation, but does not apply to projects paid for with disaster funding)

F. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.c. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

G. Patent Rights and Copyrights. With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

H. Access to Documents. Contractor shall exercise best efforts to maintain communication with Applicant's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, Alabama Emergency Management Agency (AEMA), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the

HMGP Project No. DR-1971-646 CFDA #97.039

foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all

books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.

I. Retention of Documents. Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

J. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.c. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

K. Energy Efficiency Standards. The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).[53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995].

L. Bonding requirements. The minimum bonding requirements [44 CFR 13.36] are as follows (Applies to contracts exceeding \$100,000):

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The " bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Upon award of the Contract, contractor must provide:

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A " payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

APPLICABLE WAGE DETERMINATION

General Decision Number: AL130009 01/04/2013 AL9
Superseded General Decision Number: AL20120009
State: Alabama
Construction Type: Building
County: Baldwin County in Alabama.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number Publication Date
 0 01/04/2013

 ELEC0505-001 09/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 23.84	7.68

 * ENGI0653-001 10/01/2011

	Rates	Fringes
Operating Engineers:		
350 feet or more boom.....	\$ 27.40	11.13
500 feet or more boom.....	\$ 27.75	11.13
Forklift.....	\$ 24.80	11.13
Oiler.....	\$ 23.85	11.13
Side Boom Tractors and Forklift with extendable Boom.....	\$ 25.30	11.13

 SHEE0441-001 10/01/2007

	Rates	Fringes
Sheet Metal Worker (HVAC Duct Installation Only).....	\$ 21.10	9.26

 SUAL2007-001 09/20/2007

	Rates	Fringes
BRICKLAYER.....	\$ 16.27	0.00
CARPENTER, Includes Drywall Hanging, and Form Work.....	\$ 14.01	1.65
CEMENT MASON/CONCRETE FINISHER.	\$ 12.08	0.00
DRYWALL FINISHER/TAPER.....	\$ 7.50	0.00
IRONWORKER, REINFORCING.....	\$ 12.69	0.00
IRONWORKER, STRUCTURAL.....	\$ 10.10	0.89
LABORER: Asphalt Spreader.....	\$ 11.75	0.16
LABORER: Common or General.....	\$ 9.24	1.62
LABORER: Plaster Tender.....	\$ 9.00	0.00
OPERATOR: Backhoe.....	\$ 14.50	1.02
OPERATOR: Bulldozer.....	\$ 17.01	2.61

	Rates	Fringes
OPERATOR: Crane.....	\$ 13.00	0.00
OPERATOR: Grader/Blade.....	\$ 11.06	0.00
OPERATOR: Loader.....	\$ 12.42	0.00
OPERATOR: Roller.....	\$ 9.23	0.10
PAINTER.....	\$ 10.00	0.00
PIPEFITTER, Excluding HVAC Pipe.....	\$ 13.79	0.00
PLUMBER, Including HVAC Pipe.....	\$ 15.00	0.00
ROOFER, Including Polyurethane Foam, Built Up, Metal, Shake & Shingle, and Single Ply Roofs.....	\$ 12.83	1.56
SHEETMETAL WORKER, Excluding HVAC Duct.....	\$ 13.25	1.61
TRUCK DRIVER.....	\$ 9.47	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

IN WITNESS WHEREFORE, the parties hereto have executed this **CONTRACT** as of the day and year first above written.

CITY OF FAIRHOPE

ATTEST: _____
LISA A. HANKS, City Clerk

BY: _____
TIMOTHY M. KANT, Mayor

NOTARIZATION 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 names 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 _____ 20____

Notary Public _____
My Commission Expires ___/___/___

IF INDIVIDUAL

_____ Doing Business As, _____
(SIGNATURE of Individual Bidder) (Business name)

Business

Business Mailing Address

City, State, Zip code

Email

NOTARY FOR INDIVIDUAL

STATE OF _____ }

COUNTY OF _____ }

I the undersigned authority in and for the said State and County, hereby certify that

_____ as _____ of _____
Print name of Bid signer Title Print Company name

whose name is signed to the foregoing document 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 _____, 20____.

Notary Public _____

My Commission Expires ___/___/___

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Name of Corporation, Partnership or Joint Venture

BY: _____
(SIGNATURE of Officer authorized for sign Bids and Contracts for the firm) (Position or Title)

(PRINT name of Officer authorized for sign Bids and Contracts for the firm)

(PRINT NAME(S) OF OTHERS IF IN PARTNERSHIP)

Business

Business Mailing Address

City, State, Zip Code

GENERAL CONTRACTOR'S LICENSE _____

Alabama Foreign Corporation Registration _____
(Required of Out of State vendors)

ITEM XI
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 filling 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, an 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, subcontractor, 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.

INVITATION SUMMARY

**Bid No. 015-13
Three Fixed Permanent Backup Generator Stands
Project No REC 003-13 Three Fixed Permanent Backup Generator Stands**

Issue Date:	5/23/2013
Bid Bond Requirements:	Five (5) % of bid price
Certificate of Insurance Requirements:	See Standard Terms and Conditions and Item VII
Non-Mandatory Pre-Bid Meeting:	June 3, 2013, 10:00 a.m. at the City Services/Public Utilities Bldg. located at 555 S. Section Street
Deadline for Questions Date:	05/30/2013 (10:00 a.m.)
IFB Closing Date (bids opened):	06/06/2013 (10:00 a.m.)
City Internet Site: (for bid postings)	www.cofairhope.com
Bid Copies: (to submit)	One (1)
Purchasing Department Contact:	Daniel P Ames, Purchasing Manager dan.ames@cofairhope.com (251) 928-8003

END OF INVITATION SUMMARY

CONTRACTOR INFORMATION

Please print this section and turn in with your response

Bid No 015-13 Three Fixed Permanent Backup Generator Stands

Business Organization

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

Doing-Business-As Name of Bidder:

Principal Office Address:

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 ___

Primary Contact _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Website: _____

Contact: _____ EMAIL _____