

CITY OF FAIRHOPE
BID ADVERTISEMENT

August 15, 2013

Sealed bids will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Alabama, until 9:00 A.M. Tuesday, September 3, 2013, and 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. 024-13
Bid Name Fairhope Avenue Widening from US 98 to East Project Limits
Project No. PW 011-12
Project Name Fairhope Avenue Widening from US 98 to East Project Limits

Work consists of the widening and resurfacing of Fairhope Avenue as per the plans and specifications. Base Bid- Fairhope Avenue widening from US 98 East for approximately 270' Alternate #1-Widening Fairhope Avenue from approximately 270' east of US 98 to east project limit s.

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.

All bids must be on blank 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 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 MANDATORY PRE-BID MEETING AT 9:00 AM, Thursday, August 22, 2013, at the City of Fairhope offices at 555 South Section Street, Fairhope, Alabama, at the City Services and Utilities Building

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 a "**Sealed Bid**" with **Item Name, Bid Number, City of Fairhope's Name and Address, Bidder's Name and Address, and Bidder's State of Alabama Contractor's License Number**. 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 portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See specifications 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 State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if 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 proposals 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.

All entities bidding on this project **must** be pre-qualified with the Alabama Department of Transportation.

Daniel P. Ames
Purchasing Manager
Posted: 08-15-2013

**CONTRACT DOCUMENTS
BID FORM AND SPECIFICATIONS
FOR
BID NO. 024-13
FAIRHOPE AVENUE WIDENING FROM
US 98 TO EAST PROJECT LIMITS**

**PROJECT NO. PW 011-12
FAIRHOPE AVENUE WIDENING FROM
US 98 TO EAST PROJECT LIMITS**

FAIRHOPE CITY COUNCIL

Timothy M. Kant, Mayor
Jack Burrell, Council President

Set Number _____

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**ITEM I
INVITATION AND INSTRUCTIONS TO BIDDERS**

1.00 BID INVITATION

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

1.01 **Bid No. 024-13**
Bid Name Fairhope Avenue Widening from US 98 to East Project Limits
Project No. PW 011-12
Project Name Fairhope Avenue Widening from US 98 to East Project Limits
Project Location Fairhope Ave Widening from US 98 east for approximately 270'
Alternate #1- Widening Fairhope Avenue from approximately 270'
east of US 98 east to Hoffren Drive.

1.02 SUMMARY:

Construct roadway as detailed in the attached Scope of Work, Construction Plans, and Specifications.

1.03 BID DEADLINE

Bids will be received until 9:00 a.m. local time, Tuesday, September 03, 2013, at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Bid Packets, including Plans and Specifications, are available at the offices of Volkert, Inc., 316 S. McKenzie Street, Foley, Alabama.; upon payment of a charge of \$75.00 (non-refundable) for each set made payable to Volkert, Inc. Checks should be made payable to Volkert, 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.

Bid Documents may be viewed at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama.

1.05 INQUIRIES

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.

1.06 SITE EXAMINATION

A MANDATORY PRE-BID MEETING to be held at 9:00 a.m. **Thursday, August 22, 2013**, at Fairhope City offices located at 555 S. Section St., Fairhope, Al 36532.

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 after bid being awarded, prior to start of work. State 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 nonresident bidder's state awards contract 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-resident bidder's state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.07 BID SECURITY

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 or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

1.08 PERFORMANCE ASSURANCE AND INSURANCE

The bidder to whom award is made shall provide a Performance Bond equal to 100% of the Contract Amount and a Labor and Material Bond equal to 50% of the contract amount. The accepted Bidder shall also provide insurance as required in **ITEM VII INSURANCE**.

1.09 DURATION OF OFFER

Bids maybe withdrawn in written or telegraphic request received from 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 bids without the consent of the City Council of the City of Fairhope.

1.10 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 of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

1.11 BID SUBMISSION AND PREPARATION

Sealed Bids, signed, executed, and dated, will be received by The City of Fairhope as noted in section 1.03 above.

Submit one copy of the executed offer on the Bid Form provided, signed, and 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 NAME, PROJECT NUMBER, OWNER'S NAME AND ADDRESS, BIDDER'S NAME, ADDRESS, AND ALABAMA CONTRACTOR'S LICENSE NUMBER**.

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 suitably filled in.

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.

The Bid Form may have a Contingency Allowance listed. Add this amount to the Base Bid 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 City of Fairhope. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the City of Fairhope.

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 satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Be sure Bid Form has this format

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.

1.12 BID INELIGIBILITY

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the City. The City may waive any irregularities and may reject any or all bids. Bids received after the deadline will be returned to the bidder unopened.

1.13 CONTRACT TIME

The Contractor agrees to perform the work within the time stated in the Bid Form. The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.

1.14 CONSTRUCTION DOCUMENT IDENTIFICATION

The Construction Documents are the Project Manual, 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 of Fairhope will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.

1.15 INQUIRIES/ADDENDA

Direct questions to the Purchasing Manager.

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by E-MAIL to all plan holders on records, and posted on the City's website www.cofairhope.com. It is the responsibility of the bidder to verify that all addenda have been received.

1.16 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 City shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form. The City of Fairhope reserves the right to eliminate Alternate Bids and award on Base Bid only.

1.17 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 bidder 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.

1.18 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.

1.19 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 to him for signature.

1.20 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.

1.21 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion 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 subcontract 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.

Subcontractor's Status: A Subcontractor 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.

1.22 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.

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.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager 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.

Should the Contractor 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 II
PROPOSAL**

Date ___/___/___

Proposal of _____

Alabama License No. _____ of _____
for the performance of all work and the furnishing of labor and materials required by the Contract items,
Specifications, and special provisions, for the public project designated as

Project No. PW011-12 Fairhope Avenue Widening from US 98 to East Project Limits.

The **Specifications** are attached hereto and specified and made a part hereof.

To: The Mayor and Fairhope City Council
Fairhope, AL

Dear Sirs:

The following proposal is made on behalf of _____
(hereinafter "**Contractor**") and no others. Evidence of **Contractor's** authority to submit the proposal is herewith
furnished. The proposal is made without collusion on the part of any person, firm or corporation.

I, _____ certify that the **Contractor** has carefully examined the plans for this project
and the specifications hereto attached including any special provisions, and has also personally examined the
site of work. On the basis of the specifications and plans, the **Contractor** proposes to furnish all necessary
machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material in
the manner specified.

The **Contractor** further agrees to complete all the work within ONE HUNDRED TWENTY(120) working days.
The **Contractor** understands that the quantities below are approximate only and are subject to either increase or
decrease, and hereby proposes to perform any increased or decreased quantities of work at the unit price
quoted, subject to adjustments as specified in the Contract documents.

The **Contractor** further proposes to perform all "Force account or Extra Work" that may be required of **Project
No. PW011-12 Fairhope Avenue Widening from US 98 to East Project Limits**, on the basis provided in the
Specifications hereto attached, and to give such work the **Contractor's** personal attention in order to see that it
is economically performed.

The **Contractor** further proposes to execute the attached Contract Agreement as soon as the work is awarded
to the **Contractor** and to begin and complete the work within the respective time limit provided for in the
Specifications hereto attached.

The **Contractor** also proposes to furnish a Contract **Performance Bond**, approved by the Owner in an amount
equal to the total amount of the bid. This Bond shall serve not only to guarantee the completion of the work on
the **Contractor's** part, but also to guarantee the excellence of both workmanship and materials until the work is
finally accepted.

If Individual or Partnership

(Name of Individual or Partnership)

(Print Name of Partner)

Name of Representative Authorized to sign Bids
the firm)

(Print Name of Partner)

(Print
and Contracts for

(Signature Name of Representative Authorized to sign Bids
and Contracts for the firm)

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

AL Contractor's License No. _____ Foreign Corporation _____
(If required) (required of out of state)

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____

(Signature of Representative Authorized to sign Bids and Contracts for the firm)

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

AL Contractor's License. No. _____ Foreign Corporation _____
(If required) (required of out of state)

PROPOSAL NOTARIZATION:

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____ respectively,

of _____, 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:

ITEM III
BID FORM

Date: _____

Bid No. **024-13**
Bid Name **PW011-12 Fairhope Avenue Widening from US 98 to East Project Limits.**
Project No. **PW 011-12**
Project Name **Fairhope Avenue Widening from US 98 to East Project Limits**

Base bid and Alternate bid (if awarded) 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 quantities appearing in the bid schedule 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 scheduled quantities or work to be done and materials to be furnished may each be increased, decreased, or omitted as provided herein.

The owner agrees to provide the following materials: NONE

Base Bid \$ _____

Alternate #1 \$ _____

Total Bid \$ _____

The contractor agrees to complete all the work within One Hundred Twenty (120) 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):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____

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. 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.

If Individual

(Name of Individual or Partnership)

(Name of Partner Print)

(Name of Representative Authorized to sign Bids and Contracts for the firm Print)

(Name of Partner Print)

(Name of Representative Authorized to sign Bids and Contracts for the firm Signature)

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation _____

STATE OF ALABAMA }
COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify _____ as _____ of _____, whose name is signed to the foregoing document and who are 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 Notaries Seal on this _____ day of _____, _____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

If Corporation or LLC

Company _____

State of Incorporation _____

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

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

Address _____

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation _____

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 ___/___/___

**ALDOT/CITY SECTION 10+33 TO 13+00
UNIT BID SHEET--BASE BID**

ITEM	ITEM NO.	Description	Units	Quantity	Unit Cost	Total Cost
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ALDOT SECTION 10+33 TO 13+00

1	201A-000	CLEARING AND GRUBBING-(Approximately .3 acre)	LS	0.3		
2	206C-000	REMOVING CONCRETE SIDEWALK (including circular landings)	SY	40		
3	206D-000	PIPE REMOVAL (All sizes)	LF	260		
4	206D-003	CURB AND GUTTER REMOVAL	LF	275		
5	210A-000	UNCLASSIFIED EXCAVATION	CY	375		
6	210D-000	BORROW EXCAVATION (Loose truck bed measure) A2 or better	CY	220		
7	214B-000	FOUNDATION BACKFILL LOCAL	CY	50		
8	214B-002	FOUNDATION BACKFILL COMMERCIAL (ALDOT #467)	CY	25		
9	230A-000	ROADBED PROCESSING	STA	3		
10	301A-012	CRUSHED AGGREGATE BASE TYPE B PLANT MIX 6" COMPACTED	SY	700		
11	401A-001	BITUMINOUS TREATMENT A	SY	700		
12	405A-000	TACK COAT	GAL	250		
13	407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	MILE	0.1		
14	408A-052	PLANING EXISTING PAVEMENT (Approximately 1.1 thru 2.0")	SY	185		
15	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING LAYER 1/2" MAX AGGREGATE SIZE, ESAL RANGE C/D (approx 155 lbs/sy)	TON	210		
16	424A-366	SUPERPAVE BITUMINOUS CONCRETE WEARING LAYER-LEVELING, 1/2" MAX AGGREGATE SIZE/ESAL RANGE C/D	TON	75		
17	424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAX AGGREGATE SIZE ESAL RANGE C/D, (Approx 250 lbs/sy)	TON	95		

**ALDOT/CITY SECTION 10+33 TO 13+00
UNIT BID SHEET--BASE BID**

ITEM	ITEM NO.	Description	Units	Quantity	Unit Cost	Total Cost
18	424B-681	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAX AGGREGATE SIZE ESAL RANGE C/D (Approx 285 lbs/sy)	TON	110		
19	424B-683	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, PATCHING, 1/2" MAX AGGREGATE SIZE ESAL RANGE C/D	TON	10		
20	459C-000	FULL DEPTH SAW CUT	LF	250		
21	530A-001	18" ROADWAY PIPE CLASS 3 R.C.	LF	225		
22	600A-000	MOBILIZATION	LS	1		
23	614A-000	SLOPE PAVING	CY	1		
24	618A-000	CONCRETE SIDEWALK 4" THICK	SY	140		
25	620A-000	MINOR STRUCTURE CONCRETE	CY	5		
26	621A-011	JUNCTION BOXES TYPE 1 OR 1P	EA	2		
27	621C-015	INLETS TYPE S-1 OR S-3 (1-WING)	EA	1		
28	623C-003	COMBINATION CURB AND GUTTER, TYPE C MODIFIED	LF	495		
29	650A-000	TOPSOIL	CY	75		
30	654A-001	SOLID SOD (BERMUDA)	CY	750		
31	665J-000	SILT FENCE	LF	100		
32	665O-001	SILT FENCE REMOVAL	LF	100		
33	665Q-002	WATTLES (MINIMUM 9" DIAMETER)	LF	200		
34	680A-001	GEOMETRIC CONTROLS	LS	1		
35	701B-207	DOTTED CLASS 2 TYPE A TRAFFIC STRIPES (5" WIDE)	LF	110		
36	701 E-001	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)	LF	950		
37	701F-000	DOTTED TEMPORARY TRAFFIC STRIPE	LF	220		
38	701G-249	SOLID WHITE CLASS 2 TYPE A TRAFFIC STRIPE (8" WIDE)	LF	490		
39	701G-253	SOLID WHITE CLASS 2 TYPE A TRAFFIC STRIPE (5" WIDE)	LF	250		

**ALDOT/CITY SECTION 10+33 TO 13+00
UNIT BID SHEET--BASE BID**

ITEM	ITEM NO.	Description	Units	Quantity	Unit Cost	Total Cost
40	701G-265	SOLID YELLOW, CLASS 2 TYPE A TRAFFIC STRIPE (5" WIDE)	LF	250		
41	701H-001	SOLID TRAFFIC STRIPE REMOVED (PLASTIC)	LF	500		
42	703A-002	TRAFFIC CONTROL MARKINGS CLASS 2, TYPE A	SF	525		
43	703B-002	TRAFFIC CONTROL LEGENDS	SF	70		
44	703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SF	250		
45	705A-030	PAVEMENT MARKERS CLASS A-H TYPE 2C	EA	16		
46	705A-031	PAVEMENT MARKERS CLASS A-H TYPE 1A	EA	26		
47	705A-032	PAVEMENT MARKERS CLASS A-H TYPE 1B	EA	25		
48	705A-037	PAVEMENT MARKERS CLASS A-H TYPE 2D	EA	10		
49	705A-038	PAVEMENT MARKERS CLASS A-H TYPE 2E	EA	10		
50	740A-000	TRAFFIC CONTROL SCHEME	LS	1		
51	0000-000	INLET MODIFICATION/CONVERSION STRUCTURE 1-A	EA	1		
52	0000-000	BICYCLE SYMBOL WITH "SHARE THE ROAD" SIGN W 16-1 AND W 11-1 WITH #3 U CHANNEL POST	EA	2		

BID TOTAL ALDOT/CITY SECTION 10+33 TO 13+00 \$ _____

CITY PORTION 13+00 TO 26+00
UNIT BID SHEET--ALTERNATE 1

ITEM	ITEM NO.	Description	Units	Quantity	Unit Cost	Total Cost
CITY PORTION 10+33 TO 13+00						
A1	201A-000	CLEARING AND GRUBBING-(Approximately .5 acre)	LS	0.5		
A2	206C-000	REMOVING CONCRETE SIDEWALK (including circular landings)	SY	50		
A3	206D-000	PIPE REMOVAL (All sizes)	LF	240		
A4	206D-003	CURB AND GUTTER REMOVAL	LF	550		
A5	206 E-000	REMOVING HEADWALLS	EA	8		
A6	210A-000	UNCLASSIFIED EXCAVATION	CY	710		
A7	210D-000	BORROW EXCAVATION (Loose truck bed measure) A2 or better	CY	275		
A8	214B-000	FOUNDATION BACKFILL LOCAL	CY	75		
A9	214B-002	FOUNDATION BACKFILL COMMERCIAL (ALDOT #467)	CY	50		
A10	230A-000	ROADBED PROCESSING	STA	7		
A11	301A-012	CRUSHED AGGREGATE BASE Type B Plant Mix 6" compacted thickness	SY	1750		
A12	401A-000	BITUMINOUS TREATMENT "A"	SY	1750		
A13	405A-000	TACK COAT	GAL	400		
A14	407B-000	JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	MILE	0.2		
A15	408A-052	PLANING EXISTING PAVEMENT (Approximately 1.1 thru 2.0")	SY	1110		
A16	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING LAYER 1/2" MAX AGGREGATE SIZE, ESAL RANGE C/D (approx 155 lbs/sy)	TON	360		
A17	424A-366	SUPERPAVE BITUMINOUS CONCRETE WEARING LAYER-LEVELING, 1/2" MAX AGGREGATE SIZE/ESAL RANGE C/D	TON	125		

CITY PORTION 13+00 TO 26+00
UNIT BID SHEET--ALTERNATE 1

ITEM	ITEM NO.	Description	Units	Quantity	Unit Cost	Total Cost
A18	424B-650	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAX AGGREGATE SIZE ESAL RANGE C/D, (Approx 330 lbs/sy)	TON	260		
A19	424B-683	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, PATCHING, 1/2" MAX AGGREGATE SIZE ESAL RANGE C/D	TON	20		
A20	459C-000	FULL DEPTH SAW CUT	LF	550		
A21	530A-001	18" ROADWAY PIPE CLASS 3 R.C.	LF	912		
A22	614A-000	SLOPE PAVING	CY	2		
A23	618A-000	CONCRETE SIDEWALK 4" THICK	SY	480		
A24	619A-002	18" ROADWAY PIPE END TREATMENT, CLASS 1	EA	1		
A25	620A-000	MINOR STRUCTURE CONCRETE	CY	5		
A26	621A-011	JUNCTION BOXES TYPE 1 OR 1P	EA	2		
A27	621C-015	INLETS TYPE S-1 OR S-3 (1-WING)	EA	1		
A28	623C-003	COMBINATION CURB AND GUTTER, TYPE C, MODIFIED	LF	1800		
A29	650A-000	TOPSOIL 4" THICK	CY	220		
A30	654A-001	SOLID SOD (BERMUDA)	SY	2000		
A31	665J-000	SILT FENCE	LF	200		
A32	665O-001	SILT FENCE REMOVAL	LF	200		
A33	665Q-002	WATTLES (MINIMUM 9" DIAMETER)	LF	360		
A34	680A-001	GEOMETRIC CONTROLS	LS	1		
A35	701B-062	DOTTED CLASS 2 TYPE A TRAFFIC STRIPE (8"WIDE)	LF	550		
A36	701B-207	DOTTED CLASS 2 TRAFFIC STRIPES (5" WIDE)	LF	150		
A37	701 E-001	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)	LF	1250		
A38	701F-000	DOTTED TEMPORARY TRAFFIC STRIPE	LF	220		
A39	701G-249	SOLID WHITE CLASS 2 TYPE A TRAFFIC STRIPE (8" WIDE)	LF	1100		

**CITY PORTION 13+00 TO 26+00
UNIT BID SHEET--ALTERNATE 1**

ITEM	ITEM NO.	Description	Units	Quantity	Unit Cost	Total Cost
A40	701G-265	SOLID YELLOW, CLASS 2 TYPE A TRAFFIC STRIPE (5" WIDE)	LF	1250		
A41	701H-001	SOLID TRAFFIC STRIPE REMOVED (PLASTIC)	LF	500		
A42	703A-002	TRAFFIC CONTROL MARKINGS CLASS 2 TYPE A	SF	2620		
A43	703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SF	250		
A44	705A-030	PAVEMENT MARKERS CLASS A-H TYPE 2C	EA	28		
A45	705A-031	PAVEMENT MARKERS CLASS A-H TYPE 1A	EA	50		
A46	705A-037	PAVEMENT MARKERS CLASS A-H TYPE 2D	EA	40		
A47	705A-038	PAVEMENT MARKERS CLASS A-H TYPE 2E	EA	15		
A48	740A-000	TRAFFIC CONTROL SCHEME	LS	1		
A49	000-000	BIKE SYMBOL WITH "SHARE THE ROAD" SIGN W16-1 AND W11-1 WITH #3 U CHANNEL POST	EA	2		
A50	000-000	STOP SIGNS WITH #3 U CHANNEL POST R1-1	EA	1		

TOTAL BID FOR CITY PORTION STA 13+00 TO 26+00 \$ _____

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as Principal, and _____
(Name of Surety)

_____ as Surety, are held and firmly bound unto

CITY OF FAIRHOPE

As Oblige in the full amount and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for **BID NO. 024-13, for PROJECT NO. PW011-12 Fairhope Avenue Widening from US 98 to East Project Limits**, County of Baldwin.

The condition of this obligation is such that:

If the aforesaid Principal shall be awarded the contract and said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void: otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/ or recovered as liquidated damages for such default.

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

BY: _____ (L.S.) _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) Position or Title

Attest:

(Secretary) _____
(Name of Surety) Name of State under the laws of which incorporated

BY: _____
(Attorney in Fact)

PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY OR A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM.

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
_____ 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. 024-13, for PROJECT NO. PW011-12 Fairhope Avenue Widening from US 98 to East Project Limits**, 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.

INDIVIDUAL

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

Business Mailing Address: _____

CORPORATION

Name of Corporation, Partnership, or Joint Venture

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

STATE OF ALABAMA (GENERAL CONTRACTOR'S LICENSE NO.)

FOREIGN VENDOR REGISTRATION (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 _____
2013. (Hereinafter called the Contract) **BID NO. 024-13, PROJECT NO. PW011-12 Fairhope Avenue
Widening from US 98 to East Project Limits** 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 _____, 2013.

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

Business Mailing Address: _____

Name of Corporation, Partnership, or Joint Venture

BY: _____

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

(Position or Title)

(GENERAL CONTRACTOR'S LICENSE NO.)

CONTRACTOR'S STATE OF ALABAMA 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)

MAINTENANCE BOND

Contractor shall provide a **1-year** Maintenance Bond.

Please note that the bond holder should be the Owner and the County or Municipality in which the project is located

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 Employers Liability

Part One: Statutory Benefits as required by the State of Alabama	
Part Two: Employers 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 Members 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 form 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

- o Premises and operations
- o Personal Injury and Advertising Injury
- o Products/Completed Operations
- o Independent Contractors
- o Blanket Contractual Liability
- o Explosion, Collapse and Underground hazards
- o Broad Form Property Damage
- o 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.

- 7.08.1 The Contractor shall require certificates of insurance from subcontractors. Subcontractors 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

Scope of Work:

Work consists of the widening and resurfacing of Fairhope Avenue as per the plans and specifications. More specifically the work shall include but is not limited to:

- A. Installation of traffic control and erosion control items
- B. Removal or modification of existing turnouts
- C. Installation of drainage pipes, inlets, and junction boxes.
- D. Widening of Fairhope Avenue inclusive of existing shoulder removal, subgrade preparation, installation of base, curb and gutter, and binder asphalt.
- E. Overlay of Fairhope Avenue within the project limits with an asphalt wearing course
- F. Installation of permanent erosion control and sodding
- G. Removal of temporary erosion control measures and traffic control.

This project is located on Fairhope Avenue from the east edge of U.S. Highway 98 (Greeno Road), to the eastern most project limits.

Specifications:

All work under this contract shall be done in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, and the Standard Specifications and practices, procedures, and ordinances of the City of Fairhope, and the following utilities: Fairhope Utilities and AT&T.

- A. These specifications shall govern and control the work executed or performed as if said specifications were included in detail and at length herein, in addition to the following:
 - 1. Where supplementary specifications such as Federal, ASTM, ANSI, AASHTO, AWWA, etc., are referenced in these specifications, such references shall be the latest edition of such supplementary specification.
 - 2. Any wording in the above noted State Alabama Department of Transportation Standard Specifications as may refer to the Governor, State, State Highway Department, Director, Owner, etc., shall be deemed to read the **City of Fairhope, Alabama**
 - 3. Any wording in the above noted standard specification as may refer to "Engineer" shall be deemed to read the firm of Volkert, Inc., acting through their authorized representative.
- B. All abandoned material designated by the Engineer to be salvaged shall be removed and salvaged by the Contractor at no expense to the Owner. Salvaged material shall be stored on site.

Bid Packets, including Plans and Specifications are available at the offices of Volkert, Inc., 316 S. McKenzie Street, Foley, Alabama, upon payment of a charge of \$75.00 (non-refundable) for each set made payable to Volkert, Inc.

A MANDATORY PRE-BID MEETING will be held at the City of Fairhope offices located at 555 S. Section Street, Fairhope, AL 36532 in the City Services and Utilities Building, at **9:00 AM, Thursday, August 22, 2013**

**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 attorneys' 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 the 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. NON-CONFORMING 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 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.

**END ITEM IX
STANDARD TERMS AND CONDITONS**

**ITEM X
CONTRACT**

This **CONTRACT** is made this _____ day of _____, 2013, by and between the **CITY OF FAIRHOPE** (hereinafter "**OWNER**") and _____ of _____ (hereinafter "**CONTRACTOR**"), on the

BID NO: 024-13 Fairhope Avenue Widening from US 98 East to Project Limits
PROJECT NO.: PW 011-12
PROJECT NAME: Fairhope Avenue Widening from US 98 East to Project Limits

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

1. The contract consists of all of the items contained within this contract, bid package, Project Manual, Drawings and all addenda and amendments.
2. The **CONTRACTOR** shall perform all the **WORK** described herein, as awarded by the Fairhope City Council.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within **TEN (10)** days of the date specified in a *Notice to Proceed* (NTP) to be issued to the Contractor by the Owner, or its authorized representative. The work shall be completed, subject to authorized adjustments, within **ONE HUNDRED TWENTY (120)** 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 _____ (\$_____). The **CONTRACTOR** shall submit to the **OWNER**, on or before the 5th day of each month, an estimated total for work performed in the previous month. The **OWNER** will hold back 5% of each monthly estimate until 50% completion of the work.

The quantities appearing in the bid schedule 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 scheduled quantities or work to be done and materials to be furnished may increase, decrease, or be omitted as provided herein.

The contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of the publication of the

notice shall be made by the **CONTRACTOR** to the **OWNER** by affidavit of the publisher and a printed copy of the notice published.

5. 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** shall maintain the required insurance in the minimum amounts as described in ITEM VII INSURANCE.

6. 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**.

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

8. The **CONTRACTOR** warrants to the **OWNER** that all materials furnished under this **CONTRACT** will be new, and that all work will be of a 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.

9. 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.

10. 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**.

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

12. 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.

13. 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 those seven (7) days, 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.

14. 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 DOCUMENT**, 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.

15. 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.

16. 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 that allows the **OWNER** to the maximum extent possible to continue its daily operations on the premises.

17. The **CONTRACTOR** shall at all time 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**.

18. **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 giving the notice.

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

20. 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.

21. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

LISA A. HANKS, City Clerk

BY:

TIMOTHY M. KANT, Mayor

NOTARY FOR OWNER (CITY OF FAIRHOPE)

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that TIMOTHY M. KANT as Mayor of the City of Fairhope 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 he executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this ____ day of _____, 2013

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

CONTRACTOR

ATTEST: (to Contractor)

(Name of Contractor
BY:

(Signature of Contractor's Representative)
ITS:

(Print name Contractor's Representative)

(Representative's Title)

General Contractor's License Number (Required):

Contractor's State Of Alabama Foreign Vendor
Registration Number (Required of out-of-state-vendors)

NOTARY FOR CONTRACTOR

STATE OF ALABAMA }
COUNTY OF _____}

I, the undersigned authority in and for said State and County, hereby certify _____ as _____ of _____, whose name is signed to the foregoing document and who are 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 Notaries Seal on this ____ day of _____, _____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

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. 024-13 Fairhope Ave Widening from US 98 East to Project Limits

Issue Date: 8/15/2013

Bid Bond Requirements: 5%

Certificate of Insurance Requirements: See Standard Terms and Conditions

Pre-Bid Meeting: 8-22-2013 , Thursday at 9:00 a.m., at the City Services and Utilities Bldg, 555 S. Section Street, Fairhope, Al

Deadline for Questions Date: 08/29/2013 (9:00 a.m.)

IFB Closing Date (bids opened): 09/3/2013 (9:00 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

CONTRACTOR INFORMATION
Bid No. 024-13
Fairhope Ave Widening from US 98 East to Project Limits

Please print this section and turn in with your response

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: _____

END OF CONTRACTOR INFORMATION

NOTICE OF AWARD

DATED: _____
TO: _____

You are notified that your Bid dated ____/____/____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a Contract for:

FAIRHOPE AVENUE WIDENING FROM US 98 EAST TO PROJECT LIMITS

Within ten (10) days of the date of this Notice of Award, you must deliver to the OWNER the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

- | | |
|-------------|--|
| 3 originals | Contract |
| 1 original | Performance Bond |
| 1 original | Labor and Material Bond |
| 1 original | Certificate of Insurance certifying compliance with all insurance requirements specified in the General Conditions |
| 1 copy | Memo of Understanding (MOU) from E-VERIFY program |
| 1 copy | Certification of Authority from Alabama Secretary of State if a foreign corp |

Within ten (10) days after receipt of the above documents, OWNER will return to you one (1) fully signed original of the Contract. You may obtain two additional free copies of plans and specifications upon request. You will be notified of the time and place for a preconstruction conference; your proposed work schedule must be delivered to the OWNER at that time.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

CITY OF FAIRHOPE
(Owner)

ATTEST: _____
Lisa A. Hanks

BY: _____
Timothy M. Kant, Mayor

NOTICE TO PROCEED

DATE:

TO: _____

PROJECT:

FAIRHOPE AVENUE WIDENING FROM US 98 EAST TO PROJECT LIMITS

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____ and you are to complete the WORK within _____ **days** thereafter.

The date of completion of all WORK is therefore _____.

**City of Fairhope
(OWNER)**

BY: TIMOTHY M. KANT, MAYOR

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this the _____ day of _____, 2013.

(CONTRACTOR)

(SIGNATURE)

(TITLE)

SAMPLE

CLOSEOUT

DOCUMENTATION

FINAL RELEASE OF LIENS

KNOW ALL MEN BY THESE PRESENTS: In consideration of the receipt of total payments in the amount of _____ Dollars (\$ _____)

Under and pursuant to the following contract : _____

The undersigned hereby releases _____
its officers, agents and employees, of and from all liabilities, obligations, and claims whatsoever in law and in equity under or arising out of said contract. We do hereby certify that all labor, materials, equipment, supplies and etc., for this project have been paid in full and there is no outstanding indebtedness.

IN WITNESS WHEREOF, this release has been executed this ___ day of _____ 20____.

CONTRACTOR

SIGNATURE

TYPED NAME

TITLE

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

STATE OF: _____

COUNTY OF: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCEPTION:(If none, write none) _____

Subscribed and sworn
to before me this _____
Contractor

_____ day of _____, 20____.
By: _____

Notary Public Title

My Commission Expires

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

PROJECT:

OWNER:

CONTRACTOR:

In accordance with the provision of the Contract between the Owner and the Contractor as indicated above, the _____, Surety Company on bond of _____, Contractor, hereby approved the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to _____ as set forth in said Surety Company's bond dated the ____ day of _____, 20__.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this _____ day of _____, 20__.

ATTEST:



Surety Company

Signature of Authorized Representative

Title

NOTICE OF COMPLETION LEGAL NOTICE

Project No:

Project Name:

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, notice is hereby given that _____, Contractor, has completed the contract for **Bid No. 024-13 Fairhope Avenue Widening from US 98 to East Project Limits** for the City of Fairhope, Alabama, Owners, and have made request for final settlement of said Contract. Any claims for labor, materials or otherwise in connection with this project should be itemized, notarized, and presented to:

Owner:

CITY OF FAIRHOPE

555 South Section Street

P.O. Drawer 429

Fairhope, AL 36533

On or before (30 days) or same will be barred.

Contractor:

Dates ad was run: (one time-- date)_____

Newspapers in which ad run: Fairhope Courier (Gulf Coast Newspapers)

