

**CONTRACT DOCUMENTS  
BID FORM AND SPECIFICATIONS  
for  
BID NO. 016-12  
PROJECT NO. PW007-12  
2012 Fairhope Microsurfacing Projects  
for  
City of Fairhope Public Works Department**

FAIRHOPE CITY COUNCIL

Timothy M. Kant, Mayor  
Lonnie Mixon, Council President

Set Number \_\_\_\_\_

DATE BID POSTED: 05-03-12

DATE BID OPENED: 05-31-12

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**ITEM I**  
**ADVERTISEMENT FOR BIDS**

May 3, 2012

**Sealed proposals 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 2:00P.M. May 31, 2012, 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 Number 016-12, 2012 FAIRHOPE MICROSURFACING PROJECTS**

ONE HUNDRED TWENTY DAYS (120) working days are allowed for the construction of the project.

Bid documents will be posted on the City of Fairhope Website: [www.cofairhope.com](http://www.cofairhope.com) or a copy may be obtained by e-mailing: [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com). Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

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](mailto:dan.ames@cofairhope.com), Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank bid forms provided in the Bid Documents. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond signed by a bonding company authorized to do business in the State of Alabama, or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

A Performance Bond in the form and terms approved by the City of Fairhope in an amount not less than the sum bid will be required at the signing of the contract, and in addition, a bond in form and terms approved by the City of Fairhope in an amount not less than fifty percent (50%) of the contract price insuring payment for all labor and materials.

**THERE WILL BE A MANDATORY PRE-BID MEETING ON THURSDAY, MAY 17, 2012 AT 10:00 a.m. Public Services Building, 555 South Section St., Fairhope, Al 36632** All prospective bidders shall have a representative present at the Pre-bid Meeting. All contractors not having a representative at this meeting will be disqualified from bidding on this project.

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 and Bidder's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the Contract, whichever is in the best interest of the City of Fairhope.

The Contractor must furnish to the City of Fairhope at the time of the signing of the contract a certificate of insurance coverage as provided in the contract documents which will include comprehensive insurance, Contractor's Automobile Liability Insurance, and where applicable, Owner's Protective Liability insurance, subcontractor's public liability and property damage insurance. The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the 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](http://www.cofairhope.com).

Daniel P. Ames,  
Purchasing Manager  
City of Fairhope

Posted 05-03-12

## ITEM II

### INVITATION AND INSTRUCTIONS TO VENDORS

#### 1.00 BID INVITATION

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

1.01 PROJECT NAME: **2012 Fairhope Microsurfacing projects**

PROJECT LOCATION: As stated Project Scope and Specifications

PROJECT NUMBER: **PW007-12**

#### 1.02 SUMMARY:

Surfacing and Resurfacing roads as detailed in the attached Scope of Work and Specifications.

#### 1.03 DEADLINE FOR SUBMITTING BIDS

Bids will be received until 2:00 p.m. local time, THURSDAY, MAY 31, 2012, at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

#### 1.04 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

#### 1.05 INQUIRIES

Direct questions to Dan Ames, Purchasing Manager, email: [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com), telephone number (251) 928-8003 office.

#### 1.06 SITE EXAMINATION

**MANDATORY** Pre-bid conference to be held on site at 555 South Section St., at 10:00 A.M., MAY 17, 2012.

## 1.07 CITY OF FAIRHOPE CONTRIBUTION

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the Contract Documents and/or the Scope of Work and Specifications.

## 1.08 LICENSING

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.

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

## 1.09 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.

## 1.10 PERFORMANCE ASSURANCE AND INSURANCE

The vendor 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 vendor shall also provide insurance as required in section 1.22.

#### 1.11 DURATION OF OFFER

Bids may be withdrawn in written or telegraphic request received from vendor 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.

#### 1.12 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, request for bids and projects.

#### 1.13 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, dated and notarized. 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, CONTRACTOR'S NAME AND ADDRESS, CONTRACTOR'S LICENSE NUMBER.**

Forms furnished, or copies thereof, shall be used, or **originals from the bonding and insurance agents**, 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. Vendors 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 vendor.

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 vendor 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.

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.

#### 1.14 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 vendor unopened.

#### 1.15 CONTRACT TIME

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

#### 1.16 CONSTRUCTION DOCUMENT IDENTIFICATION

The Construction Documents are the Bid Documents, Drawings, Addenda, and all other related documents bearing the Project Title and Number.

Vendors 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.

#### 1.17 INQUIRIES/ADDENDA

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

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. It is the responsibility of the vendor to verify that all addenda have been received. All addenda must be signed by vendor and included in sealed bid.

#### 1.18 BID ACCEPTANCE

The bid with lowest total bid dollar amount from a responsive and responsible vendor 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.

#### 1.19 VENDORS 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 bid prices on materials to a vendor quoting is not thereby disqualified from quoting prices to other vendors quoting 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 vendor quoting. The City of Fairhope reserves the right to select all, part or any combination of parts of this bid for project execution. The City also reserves the right to reject all, part or any combination of parts of this bid...either one for the specific purpose of serving the best needs of its citizens.

#### 1.20 ERRORS IN BIDS

Vendors, or their authorized agents are expected to examine all (if any) 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 vendor's own risk. In case of error, in the extension of prices, the unit price will govern.

#### 1.21 CONTRACT AND BOND

The vendor 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.

## 1.22 INSURANCE REQUIREMENTS

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 coverage specified herein. These limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. The requirements shown for “large projects” are for those projects whose bids are greater than or equal to \$100,000. The requirements shown for “small projects” are for those with bids less than \$100,000.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City of Fairhope for prior approval.

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

#### Worker’s Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability

	<u>Large Project</u>	<u>Small Project</u>
Each Accident	\$1,000,000	\$100,000
Each Employee	\$1,000,000	\$100,000
Policy Limit	\$1,000,000	\$500,000

- i. 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.
- ii. 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).

	<u>Large Project</u>	<u>Small Project</u>
Bodily injury by accident (Each Accident)	\$1,000,000	\$500,000
Bodily injury by disease (Aggregate)	\$1,000,000	\$500,000

(a) Commercial General Liability

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

	<u>Large Project</u>	<u>Small Project</u>
Each Occurrence	\$1,000,000	\$300,000
Personal and Advertising Injury	\$1,000,000	\$300,000

Products/Completed

Operation Aggregate	\$2,000,000	\$300,000
General Aggregate	\$2,000,000	\$300,000

- Coverage to include
  - Premises and operations
  - Personal Injury and Advertising Injury
  - Products/Completed Operations
  - Independent Contractors
  - Blanket Contractual Liability
  - Explosion, Collapse and Underground hazards
  - Broad Form Property Damage
- Products/Completed Operations to remain in effect for 24 months beyond completion and acceptance by owner of the project, whichever is later
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad
- The contractor shall name the City of Fairhope, its employees and agents as additional insured for claims

arising out of the Contractors and /or Subcontractors work. The ISO Form CG 20 10 11 85 or a comparable form that is no more restrictive shall be required. The Additional Insured form MUST include the current Operations and Products/Completed Operations of the contractor. The naming of the additional insured does not obligate the additional insured to pay any premiums due

- Liability insurance as required by this contract to provide cross-liability coverage
- Aggregate limits to be on a “per project” basis OR an Owners and Contractors Protective Liability Policy shall be provided in the name of the City of Fairhope, the contractor and Subcontractors. Limits to be the same as above Commercial General Liability

(b) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$500,000 each accident for the “small project” and \$1,000,000 each accident for the “large project”. The policy shall name the City of Fairhope as an Additional Insured.

(c) Protection and Indemnity Insurance – Large Project – If the contract involves work aboard an Owned, Non-Owned or Hired Vessel, Liability coverage in the amount of \$1,000,000 per occurrence shall be maintained.

(d) Environmental Insurance – Large Project – If the contract includes any work involving environmental issues (i.e., identification, remediation, disposal), the City of Fairhope to be named as Additional Insured.

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

(e) Property Insurance – Large Project

Builders Risk – The contractor shall procure and maintain builder’s risk, or installation floater, covering the full replacement cost of the job. Any deductibles shall be paid by

the contractor.

Coverage shall be written on the "special" (all risk) coverage form including theft. The form shall include, but not be limited to, the perils of fire, (with extended coverage) theft, vandalism, malicious mischief, collapse, windstorm and testing. Flood insurance required if work is located in a Flood Zone.

The coverage shall be written in the name of the contractor and the City of Fairhope and subcontractors involved in the project. Any loss payable shall be to the interest of the contractor and the City of Fairhope as their interest may appear.

The coverage shall be maintained until final payment has been made or the contractor no longer has an insurable interest in the property, whichever is later. Coverage shall not be impaired by the partial occupancy by the owner and the coverage shall be so endorsed.

#### Waiver of Subrogation

Policies specified in (a), (b), (f) and all other property policies of each contractor/subcontractor shall contain a Waiver of Subrogation Endorsement in favor of the City of Fairhope.

#### Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by City **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the City.

#### 1.23 COLLUSION

If there is any reason for believing that collusion exists among the vendors quoting, 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.

#### 1.24 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.

## 1.25 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 and/or the Engineer of Record may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

#### 1.26 EXECUTION OF CONTRACT

The Contractor shall work directly with the City of Fairhope Project Manager during the day to day execution of this contract, both of whom will work under the technical guidance of the City of Fairhope's Project Engineer of Record.

**ITEM III**

**BID FORM**

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Bid No:** 016-12

**Project No.:** PW007-12

**Project Name:** 2012 Fairhope Microsurfacing Projects

The contractor agrees to complete all the work within ONE HUNDRED TWENTY CALENDAR DAYS(120) days from date given in the *Notice to Proceed* (NTP) unless other arrangements are approved by the Project Manager.

Base bid will include all labor, materials as not specified otherwise, 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 City of Fairhope retains the right to select all, parts or any combination of parts of this bid for project execution. The City also reserves the right to reject all, parts or any combination of parts of this bid...either one for the specific purpose of best serving the needs of the citizens.

The following shall be constructed in accordance with the technical specifications as described for CRACK SEAL SPECIFICATIONS , MICRO SPECIFICATIONS and CAPE SEAL SPECIFICATIONS.

<u>ROAD</u>	<u>SINGLE MICRO</u>	<u>DBL MICRO</u>	<u>CRACK SEAL</u>	<u>CAPE SEAL</u>
Bayou Dr.	\$ _____	\$ _____	\$ _____	\$ _____
Pine St.	\$ _____	\$ _____	\$ _____	\$ _____
Equality St.	\$ _____	\$ _____	\$ _____	\$ _____
Belangee Ave.	\$ _____	\$ _____	\$ _____	\$ _____
School St (From Morphy Ave. to Fairhope Ave.)	\$ _____	\$ _____	\$ _____	\$ _____
School St. (From Fairhope Ave. to Bancroft St	\$ _____	\$ _____	\$ _____	\$ _____
S. Summit St. (From St. James Ave. to Magnolia Ave.)	\$ _____	\$ _____	\$ _____	\$ _____
S. Summit St. (From Kirkmann Lane to Short St.)	\$ _____	\$ _____	\$ _____	\$ _____
St. James Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Colonial Acres(incl. all roads described in specs)	\$ _____	\$ _____	\$ _____	\$ _____

Ingleside St. (from City limits to Nichols Ave.)	\$ _____	\$ _____	\$ _____	\$ _____
Ingleside St. (from Nichols Ave. to Morphy Ave.)	\$ _____	\$ _____	\$ _____	\$ _____
Ingleside St. (from Fairhope Ave. to Gayfer Ave.)	\$ _____	\$ _____	\$ _____	\$ _____
Middle St. (from Ingleside St. to Young St.)	\$ _____	\$ _____	\$ _____	\$ _____
Middle St. (from Mershon St. to Dogwood St.)	\$ _____	\$ _____	\$ _____	\$ _____
Parking lot behind The Masonic Lodge & Community Park pkg	\$ _____	\$ _____	\$ _____	\$ _____
Masonic Drive	\$ _____	\$ _____	\$ _____	\$ _____
Horton Lane	\$ _____	\$ _____	\$ _____	\$ _____
Haver Lane	\$ _____	\$ _____	\$ _____	\$ _____
Pinecrest Lane	\$ _____	\$ _____	\$ _____	\$ _____
Orange Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Fig Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Pier Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Kirkmann Lane	\$ _____	\$ _____	\$ _____	\$ _____
White Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Nichols Ave	\$ _____	\$ _____	\$ _____	\$ _____
Gaston Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Short St.	\$ _____	\$ _____	\$ _____	\$ _____
Bayview St	\$ _____	\$ _____	\$ _____	\$ _____
Liberty St.	\$ _____	\$ _____	\$ _____	\$ _____
Ivy Circle	\$ _____	\$ _____	\$ _____	\$ _____
Boone Lane	\$ _____	\$ _____	\$ _____	\$ _____
Ann St.	\$ _____	\$ _____	\$ _____	\$ _____

Francilla Circle	\$ _____	\$ _____	\$ _____	\$ _____
Ridgewood Circle	\$ _____	\$ _____	\$ _____	\$ _____
Kumquat St	\$ _____	\$ _____	\$ _____	\$ _____
Pomelo St.	\$ _____	\$ _____	\$ _____	\$ _____
Longleaf Circle.	\$ _____	\$ _____	\$ _____	\$ _____
Victorian Drive	\$ _____	\$ _____	\$ _____	\$ _____
Woodlands Blvd.	\$ _____	\$ _____	\$ _____	\$ _____
Woodcove Drive	\$ _____	\$ _____	\$ _____	\$ _____
Wedgewood Circle	\$ _____	\$ _____	\$ _____	\$ _____
Pinetop Circle	\$ _____	\$ _____	\$ _____	\$ _____
Pleasant Avenue	\$ _____	\$ _____	\$ _____	\$ _____
Hospital Dr.	\$ _____	\$ _____	\$ _____	\$ _____
Prospect Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Michigan Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Coleman Ave.	\$ _____	\$ _____	\$ _____	\$ _____
Grand Blvd.	\$ _____	\$ _____	\$ _____	\$ _____
Royal Lane	\$ _____	\$ _____	\$ _____	\$ _____
Idlewilde Blvd.	\$ _____	\$ _____	\$ _____	\$ _____
Orleans Drive	\$ _____	\$ _____	\$ _____	\$ _____
Conti Court	\$ _____	\$ _____	\$ _____	\$ _____
St. Charles Court	\$ _____	\$ _____	\$ _____	\$ _____
Quail Creek Drive	\$ _____	\$ _____	\$ _____	\$ _____
Lake Ridge Road	\$ _____	\$ _____	\$ _____	\$ _____
Par Circle	\$ _____	\$ _____	\$ _____	\$ _____
Wedge Loop (includes cul-de-sac on West side of Lakeridge Drive)	\$ _____	\$ _____	\$ _____	\$ _____
Fairway Court	\$ _____	\$ _____	\$ _____	\$ _____
South Tee Drive	\$ _____	\$ _____	\$ _____	\$ _____
Greenwood Avenue	\$ _____	\$ _____	\$ _____	\$ _____
Hawthorne Circle	\$ _____	\$ _____	\$ _____	\$ _____
Spring Run Drive	\$ _____	\$ _____	\$ _____	\$ _____

N. & S. Chase Ct.	\$ _____	\$ _____	\$ _____	\$ _____
N. & S. Bellechase Ct.	\$ _____	\$ _____	\$ _____	\$ _____
N. & S. Westchase Ct.	\$ _____	\$ _____	\$ _____	\$ _____
N. & S. Crystal Wells Ct.	\$ _____	\$ _____	\$ _____	\$ _____
River Oaks Drive	\$ _____	\$ _____	\$ _____	\$ _____
Oakwood Avenue	\$ _____	\$ _____	\$ _____	\$ _____
Driftwood Avenue	\$ _____	\$ _____	\$ _____	\$ _____
Lowry Drive	\$ _____	\$ _____	\$ _____	\$ _____
Hucknall Drive	\$ _____	\$ _____	\$ _____	\$ _____
Majors Run	\$ _____	\$ _____	\$ _____	\$ _____
Grants Way	\$ _____	\$ _____	\$ _____	\$ _____
Edwards Ave. Ext.	\$ _____	\$ _____	\$ _____	\$ _____
Jeff Davis St.	\$ _____	\$ _____	\$ _____	\$ _____
Lee St.	\$ _____	\$ _____	\$ _____	\$ _____
Patrician Drive	\$ _____	\$ _____	\$ _____	\$ _____
Diehl Street	\$ _____	\$ _____	\$ _____	\$ _____

**LUMP SUM PRICE FOR ALL STREETS ABOVE**    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_    \$ \_\_\_\_\_

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.



respectively, of \_\_\_\_\_  
(Type company name here)

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

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**END OF BID RESPONSE FORM**

**ITEM IV BONDS**  
**BID BOND**

The PRINCIPAL (Bidder's name and address)

The OWNER (Name and Principal place of Business)

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

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

**Project No PW007-12**  
**Project Name: 2012 Fairhope Microsurfacing Projects**

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

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

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

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

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

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2012.

**ATTEST**

\_\_\_\_\_

\_\_\_\_\_  
**Principal (Company)**

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**SURETY  
ATTEST**

\_\_\_\_\_

\_\_\_\_\_  
**Surety Company**

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**PERFORMANCE BOND**

KNOW ALL MEN: That we \_\_\_\_\_  
(Insert here the name & address of legal title of the Contractor)

\_\_\_\_\_ hereinafter called the Principal,  
\_\_\_\_\_

(Insert here the name and address of legal title of one or more sureties) \_\_\_\_\_ and  
\_\_\_\_\_ hereinafter called the Surety or Sureties, are held and  
firmly bound unto The City of Fairhope, hereinafter called the Owner, in the sum of  
\_\_\_\_\_ Dollars(\$\_\_\_\_\_) for the payment whereof the Principal  
and the Surety or Sureties bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated  
\_\_\_\_\_ entered into a contract with the Owner for: **PW016-12,  
2012 Fairhope Microsurfacing Projects** 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.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Individual principals sign here)

\_\_\_\_\_  
(Company Name of Contractor)

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
(Contractor's Representative)

ITS: \_\_\_\_\_  
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

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

BY: \_\_\_\_\_  
(Surety Sign Here)

\_\_\_\_\_  
(Witness)

**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(\$  
\_\_\_\_\_) (50% of total contract amount)  
lawful money of the United States, for the payment of which sum and truly to be made,  
we bind ourselves, our heirs, personal representatives, successors and assigns, jointly  
and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee,  
dated \_\_\_\_\_ 20 \_\_\_\_\_. (Hereinafter called the Contract) **for Project  
No. PW016-12, 2012 FAIRHOPE MICROSURFACING PROJECTS** 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 proceeding 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".

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Individual principals sign here)

\_\_\_\_\_  
(Company Name of Contractor)

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
(Contractor's Representative)

ITS: \_\_\_\_\_  
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

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

BY: \_\_\_\_\_  
(Surety Sign Here)

\_\_\_\_\_  
(Witness)



(Each Occurrence)  
(Bodily Injury)

(Each Occurrence)  
(Property Damage)

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above-designated policies, specimen copies of which have been filed with the City , and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said City, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said City to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said City to which the policy applies.
3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said City which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the City at the same time that notice thereof is given to the insured.
4. That it will mail to the City Council of the City of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the City.

\_\_\_\_\_  
Insurer

By: \_\_\_\_\_

Authorized Representative

**ITEM VI**  
**SAMPLE CONTRACT**

This **CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **CITY OF FAIRHOPE** (hereinafter "**OWNER**") and

\_\_\_\_\_ (hereinafter "**CONTRACTOR**"), on the

**PROJECT NO.: PW016-12**

**PROJECT NAME: 2012 FAIRHOPE MICROSURFACING PROJECTS**

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

1. The contract consists of all of the items contained within this bid package.
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 DAYS(120)** working 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 5<sup>th</sup> 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 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 II.

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 seven (7) days follow the receipt of an additional written notice, and without prejudice to any other remedy of the **OWNER**, terminate employment of the **CONTRACTOR** and take possession of the site and of all materials thereon, and may finish the work by whatever methods the **OWNER** finds expedient.

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.

**SIGNATURES FOR: THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST: (to Mayor)**

\_\_\_\_\_  
BY: **TIMOTHY M. KANT**  
ITS: Mayor

\_\_\_\_\_  
BY: **Lisa A. Hanks**  
ITS: City Clerk

**NOTARY FOR THE CITY**

{STATE OF ALABAMA}

{COUNTY OF BALDWIN}

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

Given under my hand and Notary seal on this the \_\_\_\_ day of \_\_\_\_\_ 2012 .

\_\_\_\_\_  
Notary  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
My commission expires

**SIGNATURE FOR CONTRACTOR**

**If Individual or Partnership**

\_\_\_\_\_  
(Individual or Partnership)

\_\_\_\_\_  
(Name of Partner Print)

\_\_\_\_\_  
(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. (If required) \_\_\_\_\_

**If Corporation or LLC**

Company \_\_\_\_\_

State of Incorporation \_\_\_\_\_

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

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

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number ( ) \_\_\_\_\_ Fax Number( ) \_\_\_\_\_

Primary e-mail address \_\_\_\_\_

Alabama Contractor's License No. (If Required) \_\_\_\_\_

**NOTARY FOR CONTRACTOR for Individual or Corporation**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

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

\_\_\_\_\_, as \_\_\_\_\_ respectively, of \_\_\_\_\_  
of representative title company name

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

Given under my hand and Notary Seal on this \_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_/\_\_\_/\_\_\_

## ITEM VII

### SCOPE OF WORK AND SPECIFICATIONS

#### Bid No. 016-12

### 2012 FAIRHOPE MICROSURFACING PROJECTS

#### City of Fairhope Project PW 007-11

### GENERAL REQUIREMENTS

THE FOLLOWING GENERAL REQUIREMENTS WILL APPLY TO ALL BID PARTS OF THIS MICROSURFACING CONTRACT:

- A very important point is traffic safety management during the course of this project. We are requiring that one lane of traffic be operational at all times. In other words, one lane of this project may be paved at a time with the Contractor of Record being charged with strict traffic management protocols over the course of the work. At no time will a Contractor be allowed to fully close a road, unless previously authorized by the City of Fairhope Project Manager.
- The City of Fairhope will work with the Contractor for determining work hours. However, in no case shall the Contractors work interfere or interrupt scheduled City special events, to include permitted street closings, park closings and/or any other City sanctioned event. The Contractor shall not interrupt or disrupt the smooth flow of school traffic. At the close of each work day, the Contractor shall assure that crews are out of the road and traffic control signage, if required, is in place.
- Existing traffic striping will be replaced by the Contractor of Record for this project. Traffic striping will match existing layouts. Where standard traffic paint exists, striping shall be replaced in accordance with ALDOT Spec. 701, Class I. Where thermoplastic paint exists, striping shall be replaced in accordance with ALDOT Spec 701, Class 2, Type B. Exception to the specification is that all traffic striping may be 4". The Contractor of Record will provide the City Project Manager and the Engineer of Record with a comprehensive list of existing striping inventory before he begins work on any given street.
- The City has adopted a "Complete Streets Policy" whereby certain streets shall be traffic striped for bicycle traffic..... Please check w/ City Project manager for specifics.
- All blue reflective fire hydrant markers will be replaced by the Contractor of Record after the new pavement application is complete. The proper placement of these markers is...in the center of the traffic lane closest to the fire hydrant itself. This task shall be completed before the roadway is placed back into service. Any existing clear, orange or red reflective markers removed by the Contractor for street work shall be replaced by the Contractor. An inventory of these existing markers are to be included with the traffic striping inventory as noted above.
- If there are other specific requirements, unique to a particular roadway, it shall be so noted next to the roadway as listed in each of the following bid parts.
- The Contractor of record will be responsible for procuring and managing his own equipment/materials staging areas. City rights-of-way shall not serve as parking areas for equipment or staging areas for materials, unless specifically authorized by the City of Fairhope Project Manager.

## **GENERAL SPECIFICATIONS**

1. Provide labor, materials and equipment for continuous traffic control before, during and after each work day until project completion.
2. Provide labor, materials and equipment as required to properly clean the surface for the application stated by the Owner( see item #9 below).
3. Provide labor, materials & equipment as required to either crack seal, micro-surface or cape seal the roads as specified by the City.
4. Where specified, crack seal is to be applied according to the attached specification entitled "Crack Seal Specification".
5. Where specified, microsurfacing is to be applied according to the attached specification entitled "Micro Specification". This identifies a product & application equivalent to single pull @ 20#/square yard.
6. Where specified, double-microsurfacing is to be applied according to the attached specification entitled "Micro Specification". This identifies a product and application equivalent to a single pull @ 32#/square yard.
7. Where specified, cape seal is to be applied according to the attached specification entitled "Cape seal Specification". This identifies a product and application equivalent to a combined chip seal & microsurfacing application
8. Provide labor, materials and equipment to replace all traffic management markings on the newly paved surface, to include all stop bars at stop signs & traffic signals, dashed lines and centerlines, etc. This function also will be more specifically addressed at the MANDATORY pre- bid site inspection.
9. Pricing for striping and pavement markers shall be included in the bid for Microsurfacing, Double Microsurfacing or Cape Seal applications.
10. The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the City Project Manager and/or the Engineer of Record, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the City Project Manager and the Engineer of Record. Street

sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the City Project Manager and/or the Engineer of Record a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

## **SCOPE OF WORK**

The scope of this work is to apply either a crack seal application followed by a micro-surfacing application, crack seal application followed by a double microsurfacing application or a crack seal application followed by a cape seal application on the roads listed below. In all cases, crack seal will be indicated if required. As a general rule, these are low speed, residential type streets which see a low to medium volume of traffic. As stated previously, the Contractor of record will be responsible for all surface preparation/ cleaning of the existing surfaces before the application of crack seal, microsurfacing or cape seal applications.

As well as a lump sum price for all streets listed below, the bidder is to provide an itemized cost for each street as reflected above in the Bid Form.

Beside each road to be micro-surfaced, there is an **estimated square yardage** shown. It should be clearly understood by all bidders that these figures are estimates, and each bidder submitting bids for this work should, in person, check the figures to assure accuracy. Each bidder will be responsible for the prices submitted, thus verification of final quantities rests on the shoulders of the company submitting the bid.

Each bidder will be responsible for estimating crack seal quantities based on prior experience in this industry. The City of Fairhope strongly recommends that all bidders physically look at these streets prior to submitting a bid.

### **Downtown Area**

Bayou Dr.....( From North Section St. to Fairwood Blvd) 4270 sq. yds.

Pine St.....(From Section St. to Bancroft Ave) 1300 sq. yds.

Equality St.....(From Bancroft Ave. to School St.) 3300 sq. yds.(incl. parking both sides)

Belangee Ave... (From Section St. to Bancroft Ave.) 3300 sq. yds.

School St..... (From Morphy Ave. to Fairhope Ave.) 7650 sq. yds.(incl. parking both sides)

School St..... (From Fairhope Ave. to Equality St.) 2700 sq. yds.

S. Summit St.....(From St. James Ave. to Magnolia Ave.) 2590 sq. yds.(incl. parking both sides)

S. Summit St.....(From Kirkmann Lane to North Ave.) 890 sq. yds.

St. James Ave..... (From Church St. to Bayview Ave) 2590 sq. yds.

Parking lot behind Masonic Lodge & Community

Park parking lot.....4,580 sq. yds.

Masonic Drive.....(from S. Section St. to parking lot)...1,000 sq. yds.

### **Colonial Acres Subdivision**

Hancock Rd.....4130 sq. yds.

Colonial Drive..... 3560 sq. yds.

Washington Dr..... 4700 sq. yds.

Cherry Circle..... 1180 sq. yds.

Lafayette Dr..... 1180 sq. yds.

“Service Road”

between Lafayette Dr.

& Hancock Rd.....1180 sq. yds.

### **Hospital Area**

Ingleside St..... (From City Limits to Nichols Ave.) 5,700 sq. yds.

Ingleside St..... (From Nichols Ave. to Morphy Ave.) 2590 sq. yds.

Ingleside St..... (From Fairhope Ave. to Gayfer Ave.) 6500 sq. yds.

Middle St..... (From Ingleside St. to Young St.) 3900 sq. yds.

Middle St..... (From Mershon St. to Dogwood St.) 1300 sq. yds.

Pleasant Avenue.....(From Morphy Ave. to Fairhope Ave.) 2360 sq. yds.

Hospital Drive..... (From Morphy Ave. to Fairhope Ave.) 2360 sq. yds.

Prospect Avenue..... (From Ingleside Ave. to Greeno Rd.) 2360 sq. yds.

Michigan Avenue..... (From Ingleside Ave. to Pleasant Ave.) 2360 sq. yds.

Coleman Avenue..... (from Ingleside Ave. to Pleasant Ave.) 2360 sq. yds.

## **Fruit & Nut area**

Horton Lane..... (From Pecan Ave. to Fig Ave) 2400 sq. yds.

Haver Lane.....(From Pecan St. to Cul-de-sac) 450 sq. yds.

Pinecrest Lane..... (From Church St. to Pomelo St) 3200 sq yds.

Orange Ave.....(From Church St. to S. Mobile St.) 5280 sq. yds.

Fig Ave.....(From Southern Run Dr. to S. Mobile St.) 14,140 sq. yds.

Pier Ave.....(From Church St. to S. Mobile St.) 5900 sq. yds.

Kirkmann Lane.....(From Section St. to Liberty St.) 3800 sq. yds.

White Ave.....(From Section St. to S. Mobile St.) 7070 sq. yds.

Nichols Ave.....(From Church St. to Summit St  
From Equity to Mobile St.) 4500 sq. yds.

Gaston Ave.....(From Section St. to Bayview St.) 4720 sq. yds.

Short St.....(From Fels Ave. to dead end) 1470 sq. yds.

Bayview St.....(From Fairhope Ave. to Nichols Ave.) 10,600 sq. yds.

Liberty St.....(From Fels Ave. to dead end) 11,300 sq. yds.

Ivy Circle..... (off of Kirkmann Lane) 620 sq. yds.

Boone Lane .....(Fm. dead end, south of Kirkmann Ln., to Nichols Ave.) 2360 sq.  
yds.

Ann St.....(From Section St. to Boone Ln.) 1180 sq. yds.

Francilla Circle.....(off of Kirkmann Ln.) 590 sq. yds.

Ridgewood Circle.....(off of Kirkmann Ln.) 520 sq. yds.

Kumquat St.....(From Laurel Ave. to dead end) 1180 sq. yds.

Pomelo St.....(From Laurel Ave. to Nichols Ave.) 4720 sq. yds.

### **Plantation Pines Subdivision**

Longleaf Circle.....(From U.S. 98 to cul-de-sac end) 2600 sq. yds.

Victorian Drive.....(from Longleaf Circle to cul-de-sac).....4500 sq. yds.

### **Woodlands Subdivision**

Woodlands Blvd.....(from U.S. 98 to Willow Lake Drive) 5366 sq. yds.

Woodcove Drive.....(from cul-de-sac to cul-de-sac).....1400 sq. yds.

Wedgewood Circle....(from Woodlands Blvd. to cul-de-sac).....1400 sq. yds.

Pine Top Circle.....(from Woodcove Dr. E & W to each cul-de-sac)...1675 sq. yds.

### **Idlewild Subdivision**

Grand Boulevard..... (from Fairhope Ave. to end of St.) 1950 sq. yds.

Royal Lane..... (from West dead end to transition @ pool) 7420 sq. yds.

Idlewild Drive..... (from Fairhope Ave. to dead end) 5370 sq. yds.

Conti Court..... (from cul-de-sac to cul-de-sac) 1750 sq. yds.

Orleans Drive..... (from West cul-de-sac to pavement transition) 4300 sq. yds.

St. Charles Court..... (from Royal lane to end of cul-de-sac) 1170 sq. Yds.

### **Quail Creek Subdivision**

Quail Creek Drive....(from U.S. 181 to Quail Creek Golf Clubhouse) 3100 sq. yds.

Lakeridge Drive.....(from end of exist. micro-surfacing @ Q.C. Drive, to dead end  
(includes both cul-de-sacs @ end) 7070 sq. yds.

Par Circle.....from Lakeridge Dr. to dead end 1170 sq. yds

Wedge Loop.....from Lakeridge Drive to Lakeridge Drive( includes cul-de-sac on  
West side of Lakeridge Drive) 3560 sq. yds.

Fairway Court..... (from Lakeridge Dr. to dead end) 1180 sq. yds.

South Tee Drive... (from Lakeridge Drive to cart crossing) 1180 sq. yds.

### **Greenwood Park Subdivision**

Greenwood Ave..... (from Patlynn to Audubon Drive) 3912 sq. yds.

### **Hawthorne Glen Subdivision**

Hawthorne Circle...(from Morphy Avenue to Hester Ave) 3872 sq. yds.

### **Bellechase Subdivision**

Spring Run Drive...(from Cottage Drive to Boothe Rd.) 3870 sq. yds.

North & South Chase Ct....(from Spring Run Dr. to cul-de-sac) 2581 sq. yds.

North & South Bellechase Ct..(from Spring Run Dr. to cul-de-sac)....2581 sq. yds.

North & South Westchase Ct..(from Spring Run Dr. to cul-de-sac)...2581 sq. yds.

North & South Crystal Wells Ct..(from Spring Run Dr. to cul-de-sac)..2581 sq. yds.

### **River Oaks Subdivision**

River Oaks Drive..(from Boothe Road to Driftwood Ave)...1936 sq. yds.

Oakwood Ave...(from River Oaks Dr. to just N. of Driftwood Ave)...1290 sq. yds.

Driftwood Avenue.....(from Oakwood Ave. to Oakwood Ave)..1936 sq. yds

### **White Grove Subdivision**

Lowry Drive....(from Fairhope Ave. to Fairhope Ave) and,

Hucknall Drive...(fro Lowry Drive to Lowry Drive).....10,325 sq. yds. combined

### **Karya Point Subdivision**

Majors Run.....(from C.R. 13 to Gayfer Rd. Ext).....5808 sq. yds.

Grants Way.....(from Majors Run to Majors Run)....2581 sq. yds.

### **Rosa Acres Subdivision**

Edwards Ave. Ext...(from Greeno Road to Bishop Road)...5808 sq. yds.

Jeff Davis St...(from Edwards Ave. Ext. to Diehl Ave).....2581 sq yds.

Lee St.....(from Edwards Ave. Ext. to Diehl Ave)...2481 sq. yds.

Patrician Drive...(from Edwards Ave. Ext. to Diehl St)...2481 sq. yds

Diehl St....(from Jeff Davis St. to Patrician Dr.)....1936 sq. yds.

## **CRACK SEAL SPECIFICATIONS**

### **1.0 SCOPE OF WORK**

#### **HOT APPLIED ELASTOMERIC CRACK SEALANT**

**1.1** Crack sealing consists of furnishing all labor, equipment and materials necessary to perform all operations in connection with the cleaning, vegetation removal and sterilization, where necessary, of random cracks in bituminous concrete pavements.

### **2.0 MATERIAL**

**2.1** Crack sealant shall meet or exceed the ASTM 06690 and AASHTO M324 minimum specifications as set forth herein:

<b>Test Method</b>	<b>Method</b>	<b>Specifications</b>
<b>Cone penetration @ 77 degrees</b>	<b>ASTM 5329</b>	<b>90 dmm max</b>
<b>Softening point</b>	<b>ASTM 036</b>	<b>176 Degrees min</b>
<b>Bond-20 degrees, 50% ext., 12.7 mm sample</b>	<b>ASTM 05329</b>	<b>pass 3 cycles</b>
<b>Resilience @ 77 degrees</b>	<b>ASTM 05329</b>	<b>60% min</b>
<b>Asphalt compatibility</b>	<b>ASTM 05329</b>	<b>pass</b>
<b>Recommended application temperature</b>	<b>ASTM 05167</b>	<b>380-400 degrees</b>
<b>Maximum heating temperature</b>	<b>ASTM 06690</b>	<b>400 degrees</b>

**2.2** Blotter material to prevent tracking shall be a boiler slag, clean sand or dusting of cement.

### **3.0 EQUIPMENT**

**3.1** Air compressor: Air compressor shall be capable of furnishing 90 psi minimum, dry, oil free compressed air to dry and remove dirt and debris from the cracks.

**3.2** Melting Unit: The unit shall be a jacketed double boiler melter. It shall be equipped with a hot circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to the bottom and sides of the unit containing the sealant and shall have a flash point of not less than 600 degrees. The melter shall be equipped with a satisfactory

means of agitating the sealant by continuous stirring with mechanically operated augers, paddles or by a circulating gear pump attached to the thermostatic control calibrated between 200 degrees and 550 degrees.

**3.3** Miscellaneous Tools: A manually operated gas powered air blower or self propelled sweeper to blow debris from the roadway.

#### **4.0 PREPARATION OF CRACKS**

**4.1** Debris and vegetation removal: All cracks shall be blown free by means of high pressure air removing loose debris. Vegetation shall be sterilized using a propane torch. All debris and vegetation removed from the cracks shall be immediately removed from the pavement surface by means of hand brooms, air blowers or sweepers.

**4.2** General: No crack sealant material shall be applied in wet cracks or where frost, snow or ice is neither present nor when the ambient temperature is below 25 degrees.

#### **5.0 MAINTENANCE OF TRAFFIC**

**5.1** Maintenance of traffic shall be the contractor's responsibility and shall be in accordance with FOOT index 600 design standards. The Contractor will determine when traffic may be permitted on the newly placed sealant.

#### **6.0 PREPRATION AND PLACEMENT OF SEALANT**

**6.1** Elastomeric sealant shall be heated and applied at a temperature specified by the manufacturer which is shown on the product data sheets. Minimum application temperature shall be 350 degrees.

**6.2** Sealant shall be delivered to the pavement cracks through a high pressure feed wand system using a sealing tip, shoe or combination squeegee tip. Once the sealant is placed and has penetrated the crack it may be necessary to wipe the surface of the crack with a v- squeegee to prevent excess material on the surface of the pavement.

**6.3** Once the crack is sealed a blotter material should be broadcast over the sealant to prevent tracking in hot weather.

#### **7.0 WORKMANSHIP**

**7.1** Workmanship shall be of the highest quality and manufacturer's certificate of material compliance shall be provided certifying conformance to the above material specifications.

#### **8.0 MEASUREMENT OF PAYMENT**

**8.1** Measurement for this work shall be by the gallon and shall be the actual number of gallons of hot applied elastomeric crack sealant applied. Payment shall include the furnishing, preparation and placing of materials including labor and equipment.

## **MICRO SPECIFICATIONS**

### **MICRO-SURFACING**

#### **TECHNICAL SPECIFICATIONS**

##### **1.0 SCOPE:**

This specification covers materials, equipment, construction and application procedures for micro-surfacing and rut filling of paved surfaces.

##### **2.0 DESCRIPTION:**

Micro-Surfacing is a mixture of polymer- modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on a paved surface in accordance with a specification and as directed by the engineer.

Micro-Surfacing should be capable of being spread in variable thick cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of bitumen content and variable thickness to be encountered. The end product should maintain a skid-resistant surface (high wet friction coefficient) in variable thick sections throughout the service life of the Micro-Surfacing.

##### **3.0 MATERIALS**

##### **3.1 AGGREGATE:**

The mineral aggregate used shall be of the type and grade specified for the particular use of the Micro-Surfacing. The aggregate shall be a manufactured crushed stone such as granite, slag, or other high-quality aggregate, or a combination thereof. To assure the material is totally crushed, 100 percent of the parent aggregate will be larger than the largest stone in the gradation to be used.

##### **3.2 TESTING:**

When tested according to the following tests, the aggregate should meet these minimum requirements:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
AASHTO T176	ASTM 2419	Sand Equivalent	65 Minimum 15% Maximum using
AASHTO T104	ASTM C88	Soundness	NA <sub>2</sub> S <sub>04</sub> or 25% Maximum using MgS <sub>04</sub>
AASHTO T96	ASTM C131	Abrasion Resistance	30% Maximum

The abrasion test is to be run on the parent aggregate. The aggregate should meet state-approved polishing values. Proven performance may justify the use of aggregates that may not pass all of the above tests.

### 3.3 GRADATION:

When tested in accordance with AASHTO T27 (ASTM C136) and AASHT T11 (ASTO C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands ( or one currently recognized by your local paving authority.

TYPE II		TYPE III		STOCKPILE TOLERANCE
SIEVE	PERCENT	PERCENT	SIZE PASSING	
3/8 (9.5mm)	100	100		.±5%
#4 (4.75mm)	90-100	70-90		.±5%
#8 (2.36mm)	65-90	45-70		.±5%
#16 (1.18mm)	45-70	28-50		±5%
#30 (600 um)	30-50	19-34		.±5%
#50 (330um)	18-30	12-25		
#100 (150um)	10-21	7-18		±5%
#200 (?Sum)	5-15	5-15		.±5%

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens. Contractor shall provide certification from the aggregate supplier that the material meets the gradation provided in the mix design.

Screening shall be required at the stock pile to delivery to the paving machine if there are any problems created by having oversize material in the mix.

#### **4.1 EMULSIFIED ASPHALT**

##### **4.1.1 GENERAL:**

The emulsified asphalt shall be a quick-traffic, polymer- modified asphalt emulsion conforming to the requirements specified in AASHTO M208 or ASTM 2397 FOR CSS-1h. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsified process. The minimum amount and type of polymer-modifier shall be determined by the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum. The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use. Contractor or emulsion manufacturer will provide written certification that they have manufactured emulsified asphalt for a minimum three (3) years in the state of Florida and is a licensed General Contractor licensed in the state of Florida. A list of Florida contracts completed during the past three (3) years shall accompany the bid.

##### **4.1.2 TESTING:**

**When tested according to the following tests, the emulsion shall meet the requirements of AASHTO M208 or ASTM 2397 for CSS1-h, plus the following:**

<b>AASHTO TEST NO.</b>	<b>ASTM TEST NO.</b>	<b>QUALITY SPECIFICATION</b>
<b>AASHTO T59</b>	<b>ASTM 244</b>	<b>Residue after Distillation 62% Minimum</b>

The temperature for this test should be held below 280 degrees Fahrenheit (138 degrees Celsius). Higher temperatures may cause the polymers to break down.

#### **4.1.3 MINERAL FILLER:**

Mineral filler, if required, shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection.

#### **4.1.4 WATER:**

The water shall be potable and free of harmful soluble salts or reactive chemicals and any other contaminants

#### **4.1.5 ADDITIVES:**

Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties.

### **5.0 MIX DESIGN**

#### **5.1 GENERAL:**

Seven (7) days before the work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Micro-Surfacing. After the mix design has been approved, no substitution will be permitted, unless approved by the engineer.

#### **5.2 TESTING:**

Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the emulsion manufacturer. The mix design shall be made with the same aggregate gradation that the contractor will provide on the project. All component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The engineer will give final approval for all such adjustments.

#### **5.3 RATE OF APPLICATION:**

The Micro-Surfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average application rate shall be in accordance with the following table.

<b>AGGREGATE TYPE</b>	<b>SUGGESTED APPLICATION RATE</b>	
<b>Type I Single Course</b> 18-22 lb. /sq. yd.	<b>Type II Double Course</b> 28-32 lb. /sq. yd.	<b>Type III Rut Fill</b> 15-30 lb. /sq. yd.

**Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight of the aggregate.**

**Micro-Surfacing is often put down in two full-width passes in place of rut-filling when the rutting or deformation is not severe. When two passes are used, the first pass (scratch course) is made using a metal or stiff rubber strike-off and applying only what the surface demands for leveling. The second course applied at 15-30 lb. /sq. yd.**

## **6.0 EQUIPMENT**

### **6.1 GENERAL:**

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all time to ensure a high-quality product.

### **6.2 MIXING EQUIPMENT:**

The truck mounted machine shall be specifically designed and manufactured to lay Micro-Surfacing. The material shall be mixed by an automatic-sequenced, self-propelled Micro-Surfacing mixing machine, which shall be a continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

### **6.3 PROPORTIONING DEVICES:**

Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time.

### **6.4 SPREADING EQUIPMENT:**

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader

box and rear strike off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

#### **6.4.1 SECONDARY STRIKE-OFF:**

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box.

#### **6.4.2 RUT-FILLING BOX:**

When required on the plans, before the final surface course is placed, preliminary micro-surfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of one-half (1/2) inch or greater in depth shall be filled independently with a rut-filling spreader box, either five foot (5) or six foot (6) in width. For irregular or shallow rutting of less than one-half (1/2) in depth, a full-width scratch-coat pass may be used as directed by the engineer. Ruts that are in excess of one and one-half (1 1/2) inches in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for at least a twenty-four (24) hour period before additional material is placed on top of the level up.

#### **6.5 AUXILLARY EQUIPMENT:**

Suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment shall be provided by the contractor as necessary to perform the work.

#### **6.6 CALIBRATION:**

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the engineer prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 90 days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine will be allowed to work on the project until calibration has been completed and/or accepted.

#### **6.7 WEATHER LIMITATIONS:**

Micro-surfacing shall not be applied if air temperature is below fifty (50) degrees Fahrenheit and falling, and the weather is not foggy or when rain is present. No micro-surfacing shall be applied when there is the possibility that the finished product will freeze within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

#### **7.0 NOTIFICATION AND TRAFFIC CONTROL**

## **7.1 NOTIFICATION:**

All homeowners and business affected by the construction shall be notified one day in advance of the surfacing. Suitable signs may be posted prior to the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be in a form of a written posting, starting the time and date that the surfacing will take place.

## **7.2 TRAFFIC CONTROL:**

All traffic control devices shall be in accordance with State and Federal requirements and, further, shall conform to the requirements of The Manual on Uniform Traffic Control Devices. Suitable methods shall be used by the contractor to protect the micro-surfacing from damage from all types of vehicular traffic. Opening to traffic does not constitute acceptance of the work. The engineer shall be notified of the methods to be used.

## **8.0 SURFACE PREPERATION**

### **8.1 GENERAL:**

Immediately prior to applying the Micro-Surfacing, the surface shall be cleared of all loose material, silt spots, vegetation, an other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying micro-surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the micro-surfacing by a suitable method. The engineer shall approve the surface preparation prior to the surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

## **9.0 APPLICATION**

### **9.1 GENERAL:**

When required by local conditions, the surface shall be pre- wetted by fogging ahead of the spreader box. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface textures, humidity, and dryness of the pavement. The micro-surfacing shall be of the desired consistency upon leaving the mixer.

A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the contractor proves to the engineer that the situation has been corrected.

## **9.2 JOINTS:**

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable-width, spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of three (3) inches shall be allowed for overlap of longitudinal lane line joints. Also, the joint shall have no more than a one-fourth (1/4) inch difference in elevation when measured by placing a ten (10) foot straight edge over the joint and measuring the elevation drop off.

## **9.3 MIX STABILITY:**

The micro-surfacing shall processes sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogenous during the following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregation fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down while laying micro-surfacing material.

## **9.4 HANDWORK:**

Areas which cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork.

## **9.5 LINES:**

Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance. If necessary, a suitable material will be to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than + 2 inches horizontal variance in any 96 feet of length.

## **9.6 CLEAN-UP:**

All areas, such as man-ways, gutters, and intersections, shall have the micro-surfacing mix removed as specified by the engineer. The contractor shall, on a daily basis, remove any debris associated with performance of the work.

## **10.0 OTHER AGENCIES:**

All respondents awarded contracts from this request for qualifications are given the right upon the agreement of both parties to permit other municipality or governmental agencies to participate in the contract under the same price, terms and conditions. It is understood that at no time will any city or municipality or other agency. Further it is understood that each agency will issue its own purchase order to the awarded respondents.

## **11.0 PAYMENT:**

The micro-surfacing shall be paid for by the square yard of the aggregate and emulsified asphalt used on the work and accepted by the engineer. The price shall be full compensation for furnishing all preparation; mixing and applying these materials; and for all labor, equipment, cleaning, and incidentals necessary to complete the job as specified herein.

## **CAPE SEAL SPECIFICATIONS**

### **Cape Seal**

#### **1.0 SCOPE OF WORK**

1.1 The primary work shall consist of the application of a mechanically spray applied stress relief layer covered with a minimum thirty (30) pounds of type II micro-surfacing to correct minor surface irregularities and create a greater skid resistant pavement surface.

#### **2.0 DESCRIPTION**

2.1 A cape seal is a two (2) part application of materials consisting of: 1.) a spray applied surface treatment using a crushed granite aggregate bound together by a polymerized asphalt emulsion 2.) a mixture of high friction granite aggregate, polymer asphalt emulsion, mineral filler and other additives mechanically spread to create a quick setting material able to accept traffic in a short period of time.

#### **3.0 GENERAL**

3.1 The contractor will be responsible for supplying all materials, equipment, traffic control, covering all metal utility and manhole covers, placement, sweeping, resident notification, construction and application procedures required for the stress relief layer and the micro-surfacing.

#### **4.0 EXPERIENCE**

**4.1** The Contractor under its current business name must be properly licensed as a certified general contractor with the State of Florida license. The contractor must have a minimum three (3) years experience of supplying at least three (3) municipal accounts of the size and scope of this project in the State of Florida.

## **5.0 MATERIALS**

### **5.1 Liquid Bituminous Material (polymerized asphalt emulsion).**

**5.1.1** The contractor shall provide CRS-2hp asphalt emulsion conforming to FOOT Standard Specifications for Road and Bridge, 2007 edition, section 916 except as modified herein. The bituminous material shall polymer modified. The minimum polymer material shall be milled or blended into the asphalt cement or blended into the emulsified solution prior to the emulsification process. The minimum amount and type of polymer will be determined by the emulsion manufacturer designing the formulation of the finished emulsion. The contractor shall manufacture its own emulsion and provide certification that it has a minimum three (3) years experience manufacturing emulsion in the State of Florida. The contractor shall certify the liquid bituminous material meets the aforementioned FOOT specifications.

### **5.2 AGGREGATES**

**5.2.1** The contractor shall provide crushed granite conforming to FOOT standard specifications for Road and Bridge, 2007, section 901, Table 1 for #89, #78 or #7 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

## **6.0 APPLICATION GUIDELINES**

### **6.1 WEATHER AND SEASONAL LIMITATIONS**

**6.1.1** The surface treatment shall not be applied to wet pavement surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the pavement temperature is less than 50 degrees Fahrenheit in the shade

## **7.0 EQUIPMENT**

## **7.1 DISTRIBUTOR**

**7.1.1** The liquid bituminous material shall be applied with a truck mounted pressure type distributor that has been calibrated within the previous twelve (12) months for transverse and longitudinal application.

## **7.3 PNEUMATIC TIRE ROLLERS**

**7.3.1** The driver shall use eight (8) to twelve (12) ton self propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tire. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient of passes shall be used to ensure cover aggregate is properly rolled.

## **7.4 SELF PROPELLED POWER BROOM**

**7.4.1** The self propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

## **8.0 METHOD OF CONSTRUCTION**

### **8.1 PREPERATION OF SURFACE**

**8.1.1** A self propelled rotary broom will be used to sweep off the pavement prior to applying the surface treatment emphasis on clean edges. Manhole covers, drop inlets, catch basins, curb and other structures within the road way area shall be protected against the application of the surface treatment.

### **8.2 APPLICATON OF BITUMINIOUS MATERIAL**

**8.2.1** Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement. If any areas are deficient, the operation shall be stopped and corrected immediately. The application rate shall be .32- .36 gallons per square yard depending upon the surface texture of the pavement and size of the cover aggregate. The liquid shall not be applied more than two hundred (200) feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees.

### **8.3 APPLICATION OF COVER AGGREGATE**

**8.3.1** Immediately following the application of the liquid bituminous material, a surface moist cover aggregate shall be spread over the liquid material with the aggregate spreader at a rate of eighteen (18) to twenty four (24) lbs. square yard.

## **8.4 ROLLING**

**8.4.1** Immediately after the cover aggregate is spread, any deficient areas shall be covered by additional material. Pneumatic tire rolling shall begin immediately and continue until cover aggregate is completely rolled a minimum of twice within 20 minutes of the application. Trucks hauling cover aggregate should stagger their tire pattern, traveling and sitting on the newly covered material to assist in rolling.

## **8.5 SWEEPING**

**8.5.1** Excess aggregate material shall be swept from the newly treated surface with a self-propelled rotary broom within 24 hours of treatment.

## **9.0 SURFACE PREPARATION FOR PLACEMENT OF MICRO-SURFACING**

### **9.1 GENERAL**

**9.1.1** The stress relief layer should be allowed to age and set under traffic for at least one (1) week before placing the micro-surfacing. Before placing the micro-surfacing the surface should be swept clean of all debris and loose aggregate. All metal utility covers, manhole covers and drains shall be covered with plastic or rolled roofing paper. Covers are to be removed in the end of the work day and disposed of by the contractor.

### **SEE MICRO-SURFACING SPECS'S ON SECTION 4**

### **MISCELLANEOUS SPECIFICATIONS**

1. Work to be done in a neat and professional manner.
2. All applicable licenses or permit fees to be acquired and paid by CONTRACTOR.
3. CONTRACTOR to provide all necessary services and materials unless stated otherwise above.
4. CONTRACTOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
5. CONTRACTOR to cleanup job site DAILY and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
6. The CONTRACTOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the CONTRACTOR resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the CONTRACTOR'S insurance.

7. Written change proposals shall be provided to the project manager by the CONTRACTOR for any modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved copy of the proposal prior to any change implementation.
8. All salvageable material remains property of the City of Fairhope, and to be delivered by CONTRACTOR to the City of Fairhope Warehouse, 555 South Section Street, Fairhope Al., or other designated City of Fairhope site.
9. This Agreement is considered a non-exclusive Agreement between the parties.
10. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
11. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.
12. This Agreement, contains all terms and conditions agreed upon by the CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter Agreement shall be deemed to exist or to bind either party hereto.
13. 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.

### **WORKER QUALIFICATIONS**

1. Subcontractors, superintendents, foremen, and workers employed by the CONTRACTOR shall be competent and reliable. All workers must have sufficient skill and experience to properly perform the work assigned them. All workers engaged on special work or skilled work, in any trade, shall have had sufficient experience and ability in such work to perform it properly and satisfactorily and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in Specifications and Contract. The OWNER may demand the dismissal of any persons employed by the CONTRACTOR in, about, or upon the Work who misconducts himself or is incompetent or negligent in the due and proper performance of his duty, or who neglects or refuses to comply with the directions given, and such person shall not again be employed hereon without the written consent of the OWNER. Should the CONTRACTOR continue to employ or re-employ any such person, the OWNER may withhold all monies, which are or may become due, or he may suspend the Work until the CONTRACTOR complies with such order.

### **DOCUMENTATION**

2. Upon completion of work, The CONTRACTOR will submit a complete documentation package to the OWNER. This package will include, but not be

limited to all necessary legal documents for transfer of ownership, three (3) copies of maintenance, inspection, and cleaning instruction manuals, preventative maintenance schedules, and a materials breakdown listing of the components and accessories, with part numbers, as required by a competent repair technician. Upon completion of the lightning protection installation, the CONTRACTOR shall provide to the OWNER three (3) sets of 'as-built' drawing of the system, along with copies of the UL Master Certification of completion and verification of the publishing of this certification to the UL website.

## **WARRANTY**

1. Before project completion acceptance, CONTRACTOR will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance by City of Fairhope. CONTRACTOR will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the CONTRACTOR'S warranty, and the terms of which will not be altered by the CONTRACTOR'S warranty.

## **DELIVERY AND ACCEPTANCE**

1. Upon completion of all work, presentation of all required documentation, CONTRACTOR will present a written notification of completion to the Engineer of Record and OWNER. The Engineer of Record and OWNER will conduct an inspection with the CONTRACTOR to verify completion, and generate punch list if applicable. CONTRACTOR will immediately complete punch list, and notify the Engineer of Record and OWNER in writing of actions taken. The Engineer of Record and OWNER will verify punch list completion, and when satisfied that CONTRACTOR has met all contractual obligations, will provide a written, signed acceptance document.

## **9.0 BILLING**

- 9.1 Following acceptance, the CONTRACTOR will also submit an invoice and signed service ticket to the OWNER at:

City of Fairhope  
Purchasing Manager  
P.O. Box 429  
Fairhope, AL 36533

- 9.2 After fulfillment of all requirements, contractual, legal or otherwise, including mandatory advertisement, and with signed and sealed approval of the Engineer of Record, the OWNER will pay CONTRACTOR agreed upon final payment.

**ITEM VIII**  
**CITY OF FAIRHOPE, ALABAMA**  
**STANDARD TERMS AND CONDITIONS**

**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.

**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.

**ADDENDA**

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX or Email to all Bidders on record, and posted to the City of Fairhope website [www.cofairhope.com](http://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

**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.

**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.

**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.

**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.

**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.

**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 waiver any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

**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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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>.

#### **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.

#### **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.

#### **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.

#### **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
- c) Name and address of the chemical manufacturer, importer, or other responsible party

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

#### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

#### **MANDATORY SITE VISIT**

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

#### **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.

#### **NONCONFORMING MERCHANDISE**

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

#### **NON-DESCRIMINATION**

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order Documents in this

regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

#### **NON EXCLUSIVE**

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

#### **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.

#### **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.

#### **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.

#### **PAYMENT WITHHELD**

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

#### **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.

### **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.

### **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.

### **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.

### **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.

### **PACKAGING**

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

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **TABULATION**

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

### **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.

### **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.

### **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.

### **TERMINATION FOR NON-APPROPRIATION**

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and

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

### **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.

### **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.

### **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.

### **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.

**IMMIGRATION LAW**

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection**

**Act, Act No 2011-535, Alabama Code (1975) Section 31-13-1**, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

## ITEM IX

### Alabama Immigration Act Mandated Affidavits

#### 1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, 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. As a condition of or the award of a contract and as a term and condition of the contract with the City of Fairhope, in accordance with **Section 31-13-1 (a)** of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ. Hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. **Such business entity or employer shall provide a copy of such affidavit to the City of Fairhope as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the Federal E-Verify program.** The required affidavit forms are included herein.

#### 2.0 Contract Requirements— Federal E-Verify

During the performance of the contract, such business entity or employer shall participate in the Federal E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with **Section 31-13-9(c)** and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with **Section 31-13-9(e)(1) & (2)** or in the case of a subcontractor, in accordance with **Section 31-13-9(f) (1) & (2)**.

#### 2.01 Contracts Involving Subcontracting

“The Act also imposes requirements on subcontractors. It states that no subcontractor shall employ or continue to employ an unauthorized alien in the State of Alabama and that **all subcontractors shall attest to the above by sworn affidavit signed before a notary.** The subcontractor must also enroll in the Federal E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the Federal E-Verify Program.

**The City will not require contractors to submit the affidavits it acquires from its subcontractors. The proper affidavit for the contractor to acquire from its subcontractors is included herein in AFFIDAVIT OF SUBCONTRACTOR. The**

**City** considers these affidavits part of the contract documents and requires contractors to keep these affidavits on file and available for audit.

Under the Act, contractors can protect themselves from liability for violations of the Act by their direct subcontractors if they obtain the proper affidavits from their subcontractors. **AFFIDAVIT OF DIRECT SUBCONTRACTOR TO GIVE TO CONTRACTOR** sets out the proper affidavit for this purpose. **The City** does not require the contractor to obtain these affidavits from its subcontractors.

Alabama Immigration Act  
AFFIDAVIT OF CONTRACTOR

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, personally appeared \_\_\_\_\_ (Affiant) who, being duly sworn says as follows:

As a condition for the award of any contract, grant, or incentive by the **City of Fairhope** to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/ contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. **{ATTACH DOCUMENTATION (FEDERAL MEMO OF UNDERSTANDING) ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE FEDERAL E-VERIFY PROGRAM}**.

\_\_\_\_\_  
Affiant

**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 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 Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**Alabama Immigration Act**

**AFFIDAVIT OF SUBCONTRACTOR**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, personally appeared \_\_\_\_\_ (Affiant)  
who, being duly sworn says as follows:

As a condition for the award of any contract, grant, or incentive by the **City of Fairhope** to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state subcontractor name) said subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said subcontractor is enrolled in the E-Verify program. **{ATTACH DOCUMENTATION (FEDERAL MEMO OF UNDERSTANDING) ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE FEDERAL E-VERIFY PROGRAM}**.

\_\_\_\_\_  
Affiant

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 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 Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**Alabama Immigration Act**

**AFFIDAVIT OF DIRECT SUBCONTRACTOR  
TO GIVE TO CONTRACTOR**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, personally appeared \_\_\_\_\_ (Affiant)  
who, being duly sworn says as follows:

I hereby attest that in my capacity as \_\_\_\_\_ (state position) for  
the direct subcontractor \_\_\_\_\_ (state business  
entity/employer/contractor name) said direct subcontractor has not knowingly employed,  
hired for employment, or continued to employ an unauthorized alien.

I further attest that I have verified each of the above-named direct subcontractor's  
employee's eligibility for employment. I further attest that I have in good faith complied  
with **Code of Alabama, Section 31-13-9(c)\***.

\_\_\_\_\_  
Affiant

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 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 Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

**\*Code Of Alabama, Section 31-13-9(c) provides: "No subcontractor on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. The subcontractor shall also enroll in the Federal E-Verify program prior to performing any work on the project and shall attach to the sworn Affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program."**



**INVITATION SUMMARY**

**Bid No 016-12**

**2012 Fairhope Microsurfacing Projects**

<b>Invitation for bid #:</b>	<b>016-12 2012 Fairhope Microsurfacing Projects</b>
<b>Issue Date:</b>	<b>5/03/2012</b>
<b>Bid Bond Requirements:</b>	<b>5%, but not more than \$10,000</b>
<b>Certificate of Insurance Requirements:</b>	<b>See Standard Terms and Conditions</b>
<b>Pre-Bid Meeting:</b>	<b>05/17/2012 10:00 A.M.</b>
<b>Deadline for Questions Date:</b>	<b>05/28/2012</b>
<b>IFB Closing Date:</b>	<b>05/31/2012 2:00 P.M.</b>
<b>City Internet Site:</b>	<b><a href="http://www.cofairhope.com">www.cofairhope.com</a></b>
<b>Bid Copies:</b>	<b>1</b>
<b>Purchasing Department Contact:</b>	<b>Daniel P Ames, Purchasing Manager <a href="mailto:Dan.ames@cofairhope.com">Dan.ames@cofairhope.com</a> (251) 928-8003</b>