

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

FOR
BID NO. 009-12
DISASTER DEBRIS REMOVAL
AND DISPOSAL 2012

FOR
PUBLIC WORKS DEPARTMENT

FOR THE
CITY OF FAIRHOPE

Timothy M. Kant, Mayor
FAIRHOPE CITY COUNCIL
Lonnie Mixon, City Council President

Set No. _____

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ITEM I

**CITY OF FAIRHOPE
BID INVITATION**

April 5, 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 2:00 P.M. May 4, 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 009-12, DISASTER DEBRIS REMOVAL AND DISPOSAL 2012

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

All bids must be on blank forms provided in the Bid Documents. **BID BOND IS WAIVED.**
MANDATORY PRE-BID MEETING WILL BE THURSDAY, APRIL 19, 2012 @ 10:00AM, at 555 South Section St., Fairhope, Al. All Prospective bidders must have a representative present at the pre-bid meeting.

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 whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman’s Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman’s Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See specifications for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State 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 bid being awarded.

Daniel P. Ames,
Purchasing Manager
Posted: 04/05/2012

ITEM II

INSTRUCTION TO BIDDERS

1. PREPARATIONS FOR BIDS:

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

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF FAIRHOPE:

- a. The City of Fairhope, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents.

3. SIGNATURE TO BIDS:

- a. 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 individual signing. When requested by the City of Fairhope, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. ALTERNATE BIDS:

- a. Alternate bids will not be considered unless called for.

5. CORRECTIONS:

- a. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

6. OWNER:

- a. Where the word "Owner" appears herein, the same refers to City of Fairhope, Alabama, and includes the Fairhope City Council, its governing body.

7. INSURANCE:

Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable certificates. These limits and coverage's specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be

submitted to the City for prior approval. See the instructions hereinafter contained with respect to the type, form, and amounts of required insurance policies.

8. MARKING AND MAILING BIDS:

- a. Mark and mail bids per the instructions in Item I, Advertisement for Bids.

9. TIME FOR RECEIVING BIDS:

- a. Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and no bid will be considered if received thereafter, except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to the City of Fairhope, or Fairhope City Council for the premature opening of a bid not properly addressed or identified. Unless specially authorized, telegraphic bids will not be considered.

10. WITHDRAWAL OF BIDS:

- a. Bids may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

11. BIDDERS PRESENT:

- a. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

12. AWARD OR REJECTION OF BIDS:

- a. The Contract 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 Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- b. Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all bids.

13. ERRORS IN BIDS:

- a. Bidders or their authorized agents are expected to examine the specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

14. CONTRACT AND BOND:

- a. The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

15. COLLUSION:

- a. If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Fairhope.

16. SUBLETTING OR ASSIGNING OF CONTRACT:

- a. 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, of his power to execute such contract, to any person, firm or corporation without written consent of the City of Fairhope, and such written consent shall not be construed to relieve the
- b. Contractor of any responsibility for 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.

ITEM III

SCOPE OF WORK & SPECIFICATIONS

Bid Number 009-12

DISASTER DEBRIS REMOVAL AND DISPOSAL 2012

SCOPE OF WORK

The City of Fairhope is soliciting bids to provide Disaster Debris Removal and Disposal Services following an event within the city limits and some right-of-way that may be outside the corporate limits of Fairhope, Alabama.

WHEREAS, the CITY OF FAIRHOPE lies on the coast of the State of Alabama and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes as well as other natural and/or manmade disasters (Events), and

WHEREAS, the City of Fairhope lies on the coast of the State of Alabama and, as such, may experience environmental disasters in its air, land or waterborne limits and it is foreseen that it may be necessary to provide technical assistance and response to appointed and elected officials within the City, resulting from these events: and

WHEREAS, it is foreseen that it may be necessary to provide for debris removal and disaster recovery technical assistance to appointed and elected officials within the CITY, resulting from these Events; and

WHEREAS, the CITY has determined after extensive efforts that this is an area of specialized services;

NOW, THEREFORE, the CITY is requesting bids from contractors to provide services necessary to ensure prompt removal and disposal of debris resulting from a disaster event as follows:

Disaster Debris Removal Operations to:

- Remove vegetative debris from the City of Fairhope right-of-ways and/or public property and haul to a temporary and/or permanent debris site as determined by the Project Officer.
- Remove mixed debris (appliances, household items) and construction and demolition (C&D) debris from City of Fairhope right-of-ways and/or public property to a temporary debris staging site or to a permitted landfill site as determined by the Project Officer.

It is the intent of this contract that the successful bidder(s), herein after "Contractor"(s), shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, mixed debris, and C&D debris from City of Fairhope right-of-ways and/or public property. All vegetative debris will be hauled to a temporary and/or permanent debris site as designated by the Project Officer. All mixed debris and C&D debris will be hauled to either a temporary and/or permanent debris staging site(s) or permitted landfill as determined by the Project Officer.

Contract period shall be for two (2) years from Bid Award date. Prior to contract expiration and upon a mutual written agreement by the City and the Contractor, the term of the contract may be extended for an additional year, not to exceed a total of three (3) years, if there are no changes to the contract, including compensation.

Disaster Debris Disposal Operations to:

- Chip vegetative debris (limbs and branches) in locations inaccessible to normal debris removal equipment and haul the resulting chips to the designated temporary or permanent site as determined by the Project Officer.

- Operate vegetative debris volume reduction site(s) at a location(s) to be selected by the Project Officer. Volume reduction may be by chipping and grinding or air curtain incineration. The Project Officer will select the method to be used based on environmental considerations.

It is the intent of this contract that the Contractor shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce through either tub grinding vegetative debris into chips/mulch, through air curtain incineration into ash or as otherwise directed by the City Project Officer. The Project Officer will determine the method to be used based on environmental considerations.

- Scope of Services: See below
- Bid Schedules: See below

The following documents must be provided along with the Bid Schedule:

- Documented experience setting up, managing Citywide clean-up operations, and operating a disaster debris reduction site over the past ten (10) year period.
- List of references complete with updated phone numbers.
- Certificates of insurance as required in bid document.
- List of company officials, with a detailed history of experience in the field of disaster debris management/operations.

SCOPE OF SERVICES & SPECIFICATIONS

SCOPE OF SERVICES

1.0 GENERAL

1.1 The City of Fairhope requests proposal/bid to conduct the following operations in complete compliance with the Code of Federal Regulations, Title 44, Emergency Management & Assistance:

1.1.1 Disaster Debris Removal Operations to:

- Remove vegetative debris from City right-of-ways and/or public property and haul to a temporary and/or permanent debris site as determined by the Project Officer.
- Remove mixed debris (appliances, household items) and construction and demolition (C&D) debris from City right-of-ways and/or public property to a temporary and/or permanent debris staging site or to a permitted landfill site as determined by the Project Officer.

1.1.2 Disaster Debris Disposal Operations to:

- Chip vegetative debris (limbs and branches) in locations inaccessible to normal debris removal equipment and haul the resulting chips to the designated temporary or permanent site as determined by the Project Officer.
- Operate debris vegetative volume reduction site(s) at a location(s) to be selected by the Project Officer. Volume reduction may be by chipping and grinding or air curtain incineration. The Project Officer will select the method to be used based on environmental considerations.

2.0 SPECIAL PROVISION FOR DISASTER DEBRIS REMOVAL OPERATIONS

- 2.1 It is the intent of this contract that the Contractor(s), shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, mixed debris and C&D debris from City of Fairhope right-of-ways and/or public property, in strict accordance with the Code of Federal Regulations #44, revised October 1, 2004 as published by the office of the Federal Register, National Archives and Records Administration. All vegetative debris will be hauled to a debris site as designated by the Project Officer. All mixed debris and C&D debris will be hauled to either a temporary and/or permanent debris staging site(s) or permitted landfill as determined by the Project Officer.
- 2.2 For the purpose of this contract and the activities generated by this contract the term “right-of-ways” shall mean the area immediately adjacent (left and right) to the traveled roadway of all identified public access roads within the specified collection debris pickup zones. Contractor(s) will not remove storm debris outside the legal right-of-way.
- 2.3 The term “brush and tree parts” shall mean all the portions of trees, to include the root-ball, that have been placed in the “right-of-way” as defined above.
- 2.4 The Contractor(s) shall collect all mixed debris and construction and demolition (C&D) materials) from City of Fairhope right-of-ways of designated public access roads or from designated temporary and/or permanent debris staging sites as identified by the Project Officer.
- 2.4a The Contractor(s) will not trim "hangers" or cut down any trees under this contract without written consent of the Project Officer. The Project Officer will be responsible for directing the tree removal as related to City right-of-way concerns. Any damaged tree, whether on City right-of-way or on private property, that poses a threat to public safety (including critical utilities) will be removed in its entirety per the CFR 44, Title 44. This includes “hangers”, “leaning trees” and the stumps associated with such a tree.
- 2.5 The Contractor(s) shall exercise care so as not to generate litter during the removal process. The Contractor(s) shall clean up loose material in the immediate vicinity of the rights-of-way. The Contractor(s) shall be responsible for the repair of any collateral damages caused to private or public property.
- 2.6 Work shall consist of a minimum of three (3) passes, unless otherwise directed by the Project Officer, to collect all of the brush, tree parts, mixed debris, and C&D debris set out by residents for collection within the rights-of-way from both sides of the roadway.
- 2.7 The Project Officer reserves the right to direct the Contractor(s) to return to and make additional passes in designated locations within the pickup zone(s) at the same price per cubic yard rate as specified in the bid schedule.
- 2.8 Measuring Vehicle Load Carrying Capacity. Prior to any debris removal work under this awarded contract, The Contractor(s) shall submit to the Project Officer a typed listing and pdf. file that indicate the type of vehicle, make and model, license plate number, drivers name, Contractor(s) equipment number and measured interior volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The Contractor(s) and Project Officer or his/her representative shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements. Maximum volumes may be rounded to the nearest cubic yard (<18.5 CY = 18 CY - >18.5 CY = 19 CY). The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment.
- 2.9 Equipment Signage. Prior to commencing operations, the Contractor(s) shall affix to each piece of equipment, signs or markings indicating the Owner/Operator’s name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

- 2.10 The Project Officer desires that the Contractor(s) maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation.
- 2.11 The Contractor(s)'s representative must coordinate daily with the Project Officer. The Contractor(s)'s representative must have the authority to act on behalf of the Contractor(s) to address and resolve issues that may arise during the course of this work.
- 2.12 The Contractor(s) shall provide proof, in the form of signed copies of load tickets, of proper delivery to the designated disposal location(s). Such load tickets shall be checked against the log of deliveries compiled by the Project Officer's representative and shall be the basis for payment.
- 2.13 The Contractor(s) shall notify the Project Officer's representative of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.
- 2.14 The Contractor(s) shall work during daylight hours only, 7 days per week. The Contractor(s) are responsible for coordinating with the Project Officer in the event weather condition delay or modify the proposed daily schedule. The Project Officer will set the daily time schedule for each Event.
- 2.15 Traffic Control. The Contractor(s) shall be responsible for control of pedestrian and vehicular traffic in the work area. Contractor(s) shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal and local requirements. As a minimum, one flag person shall be posted at each loading site to direct traffic.
- 2.15a The Project Officer's representative will monitor all Contractor(s) operations. Payment will be based on validated load tickets. The Project Officer's representative will have load site monitors stationed at designated "Check Points" chosen by the Contractor(s) and coordinated with the Project Officer's representative the day before. The "Check Points" must be kept to a minimum and located at a safe site along the primary haul road to the designated disposal site. The Project Officer's load site monitors will be stationed at the "Check Point" and each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the disposal site by the Project Officer's disposal site monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket given to the truck driver.
- 2.16 The Project Officer will also have roving monitors that will observe Contractor(s) operations to ensure that only eligible debris is removed from specified locations as designated by the Project Officer. Trucks that are observed picking up material outside of the designated road right-of-ways or ineligible debris will have all loads hauled that day deducted and the load tickets invalidated.
- 2.17 The Contractor(s) shall be prepared to provide hand-fed chipping equipment and crew to conduct on-street chipping of vegetative debris (tree limbs/branches) in areas inaccessible to normal debris clearing equipment. Locations of on-street chipping operations will be identified by the Project Officer. The on-street chipping crews will consist of a combination of equipment and personnel as specified in the bidding schedule.
- 2.18 The Contractor(s) shall specify the number of crews he/she can provide on the bid schedule submitted. The total number of actual hours worked by each crew will be according to the needs of the Project Officer. It is estimated that each crew will work a minimum of 10 hours (daylight) per day 7 days per week. Actual hours to be determined by Project Officer. Services required under this contract will also be determined by the Project Officer.
- 2.19 All limbs, branches, foliage, etc. in inaccessible areas will be chipped on site using a hand-fed chipper. Chips and other tree debris will be collected and hauled away from work areas by the Contractor(s) immediately following completion of the work.
- 2.20 No guarantee of minimum number of crews is implied or expressed and payment for services will only be made for actual work performed as required by the Project Officer.

- 2.21 Household Hazardous Waste (HHW) materials will not be removed from the rights-of-way under this contract. Residents will be provided locations of drop off points for the disposal of their HHW materials.
- 2.22 The work area includes various locations throughout the City of Fairhope. The City has been divided into established work areas.
- 2.23 Work location and assignments of all contractual crews shall be coordinated daily with the Project Officer. Contractor(s) shall report at the start of each workday to the Project Officer the Contractor(s)'s work locations and any foreseen delays or problems.
- 2.24 There will be no truck "pre-loads" allowed after normal working hours. Trucks presenting loads at the TDSRS (Temporary Debris Storage and Reduction Site) which have been loaded after normal working hours, without the presence of a Project Officer assigned debris monitor will be ineligible for payment processing.

3.0 SPECIAL PROVISIONS FOR DISASTER DEBRIS DISPOSAL OPERATIONS

- 3.1 It is the intent of this contract that the Contractor(s), shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce through either tub grinding vegetative debris into chips/mulch or through air curtain incineration into ash or an approved permanent disposal work site. The Project Officer will determine the method to be used based on environmental considerations.
- 3.2 The location(s) of the vegetative debris volume reduction sites will be selected by the Project Officer, or the contractor may provide the site with Project Officer approval.
- 3.3 The Contractor(s) shall provide equipment and personnel to manage and operate (# of sites will be determined after an event occurs and will be based on event severity) vegetative debris volume reduction site(s). The Project Officer will provide access and authorization to the Contractor(s) to operate on the designated vegetative debris reduction site(s) including all information in the Project Officer's possession regarding the site which is necessary for the successful operation of the site(s). Location of site(s) will be determined by the Project Officer.
- 3.4 Inspection Tower. The Contractor(s) shall construct (the # of towers per site shall be determined by the contractor) inspection tower(s) at the selected temporary vegetative debris volume reduction site(s).
- 3.4.1 The tower(s) shall be constructed using pressure treated wood. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2" x 4" studs and 1/2" inch plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail or approved equally by project officer.
- 3.4.2 The Contractor(s) shall make provisions for portable sanitary facilities to be provided and maintained at the inspection tower.
- 3.5 The Project Officer will not provide to the Contractor(s) potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume reduction site.
- 3.6 Contractor(s) will establish lined temporary storage areas for hazardous and toxic waste, household hazardous waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. Contractor(s) shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the Project Officer.

- 3.7 Contractor(s) shall be responsible for establishing site layout.
- 3.8 Contractor(s) will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures. The Contractor(s) shall comply with all Federal, state, and local safety regulations.
- 3.9 Contractor(s) shall manage the site to accept debris collected under other contracts. Contractor(s) shall direct traffic entering and leaving the site, and shall direct dumping operations at the site.
- 3.10 Upon completion of the debris reduction process, the Contractor(s) will clear the site of all mulch, and non-burnable debris and restore the site to as near its pre-use condition as practical.
- 3.11 Contractor(s) shall be responsible for all costs associated with the proper disposal of volume reduction residue at an approved disposal facility.
- 3.12 The Contractor(s) shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal and local governments or agencies, or of any public utilities.
- 3.13 Volume Reduction Site Equipment.
- 3.13.1 The Contractor(s) shall provide all equipment necessary to prepare the site, stockpile the debris, feed the grinder(s), remove mulch from the grinding operations, load and haul for disposal all non-burnable debris, chips/mulch, and any other equipment which may be necessary for the performance of this contract.
- 3.13.2 All equipment must be in compliance with all applicable Federal, state, and local rules and regulations. All equipment and operator qualifications will meet Federal, state, and local requirements.
- 3.13.3 Prior to commencing debris reduction and disposal services, the Contractor(s) shall present to the Project Officer, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, grinding, loading, and hauling, stating brand name, model and horsepower including all grinders.
- 3.14 Chips/mulch should be stored in piles no higher than 15 feet and meet all local regulations and laws.
- 3.15 Site Considerations.
- 13.15.1 Site Plan. The Contractor(s) will provide a site operations plan for review and approval by the Project Officer prior to beginning work. At a minimum, the plan will address the following:
- Access to site
 - Site management, to include point-of-contact, organizational chart, etc.
 - Traffic control procedures
 - Site security
 - Site safety
 - Site layout/segregation plan
 - Hazardous materials storage plan
 - Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
- 13.15.2 Site Preparation. The Contractor(s) shall be responsible for preparing the site(s) to accept the debris if required. Site preparation may include clearing, erosion control, grading, construction and maintenance of haul roads and entrances. Site preparation will be paid based on the actual cost incurred by the Contractor(s) based on actual equipment, personnel, and material invoices.

3.15.3 Utilities and Sanitation Facilities. The Contractor(s) shall provide utility clearances and sanitation facilities, if needed. The Contractor(s) shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to the City of Fairhope.

3.15.4 Site Security. The Contractor(s) shall be responsible for installing site security measures and maintaining security for operations at the site.

3.15.5 Fire Protection. The Contractor(s) shall manage the site to minimize the risk of fire.

3.15.6 Traffic Control. The Contractor(s) shall be responsible for control of pedestrian and vehicular traffic in the work area. Contractor(s) shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. As a minimum, one flag person shall be posted at each entrance to direct traffic to the site.

3.15.7 Debris Ownership. The Contractor(s) must assume possession of all processed debris and may dispose of such debris in a manner that creates income for the Contractor(s). Reduction and disposal of the debris is the sole responsibility of the Contractor(s)

3.15.8 Debris Disposal. The Contractor(s) must remove or arrange for the removal and final disposal of all debris brought to the debris reduction site. Options include, but are not limited to, sending the material to an authorized and properly permitted disposal area, recycling facility, or resale entity. The Contractor(s) must maintain records for all materials, including processed debris, residue, and hazardous materials, being transported from the debris reduction site to disposal or recycling facilities. The Contractor(s) must secure an EPA Identification Number prior to the lawful disposal of any ash determined to be hazardous based on analytical results. Copies of this documentation must be provided to the Project Officer for his/her review. The Contractor(s) shall be considered the owner of all debris brought to the vegetative debris volume reduction site.

3.15.9 Site Closure. The Contractor(s) shall be responsible for the closure of the debris management site(s) within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. The site will be restored in accordance with all local requirements. The Contractor(s) is responsible for the proper disposal of non-burnable debris and wood chips. Disposal of the hazardous waste debris is not the responsibility of the Contractor(s) under this contract. The Contractor(s) shall receive approval from the Project Officer as to the final acceptance of a site closure. Final payment shall be released to the Contractor(s) upon acceptance of the site by the Project Officer.

4.0 PERFORMANCE SCHEDULE

4.1 The Contractor(s) shall commence work in designated debris zones as identified by the Project Officer within forty-eight (48) hours after issuance of Purchase Order, and notification by Project Officer.

5.0 SAFETY STANDARDS

5.1 The Contractor(s) shall be solely responsible for pedestrian and vehicular safety and control within the assigned worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, warning, and protection to persons and vehicular traffic within the work area.

5.2 Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the Project Officer and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor(s) and shall be accomplished in conformance with local traffic codes.

6.0 EQUIPMENT USE

6.1 The Contractor(s) shall provide all equipment necessary for the performance of this contract. All equipment repairs and operating costs shall be the responsibility of the Contractor(s).

6.2 All equipment must be in compliance with bid specifications and all applicable Federal, state, and local rules and regulations.

6.3 Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor(s) shall not solicit work from private citizens or others to be performed in designated work areas during the duration of this contract. Under no circumstances will the Contractor(s) mix tree debris hauled or processed for others with tree debris hauled or processed under this contract.

6.4 No debris will be allowed to accumulate or be stored on adjacent private property at any time.

7.0 REPORTING

7.1 The Contractor(s) shall submit a separate written report for each of his/her chipping crews at the end of each workday to the Project Officer. Each report shall contain at a minimum, the following information.

- Contractor(s)'s Name
- Contract Specification Number
- Number of the various pieces of major equipment used (i.e. Chipper, Etc.)
- Name of personnel who worked
- Daily cumulative totals of hours each person worked and each piece of equipment that was used by crew (list type and equipment number).
- Any problems encountered (i.e. equipment breakdowns, inclement weather, property damage, worker injuries, etc.) during the work day. Such problems shall also be reported immediately to the Project Officer.
- Quantity and type of debris hauled during the past 12 hours.

8.0 PAYMENT

8.1 On-Street Chipping Crews

8.1.1 Payment to the Contractor(s) for on-street chipping work will be made based upon the unit price per crew times the number of actual hours each crew worked as specified in the bidding schedule.

8.1.2 Contract payments shall be made by the City to the Contractor(s) upon submitting of a billing statement for actual work done by the Contractor(s). All billing statements or invoices submitted for payment shall be original and should be sent to the City.

8.1.3 Billing statement or invoice should include company name and address, locations of where work has been done, to include street names and addresses by crew(s).

8.1.4 Partial billings are acceptable on a weekly or bi-weekly basis. Payment is made according to actual number of crew hours worked by each crew.

8.2 Debris Removal Operations

8.2.1 Compensation will be based on completed load tickets administered and validated by the Project Officer's monitors based on the Contractor(s)'s unit price per cubic yard hauled from the rights-of-way and/or public property.

8.2.2 Hauling of debris from right-of-ways and/or public property to a vegetative debris reduction site will be paid for at the bid schedule per cubic rate based on the one-way distance traveled (0-15 one-way miles, 16-30 one-way miles). The Project Officer will determine the one-way mileage. Payment will be based on the quantity, in cubic yards, recorded on the load ticket obtained at the permitted landfill and verified by the Project Officer's disposal site monitor.

8.2.3 Hauling of debris from right-of-ways and/or public property to a permitted landfill site will be paid for at the bid schedule per cubic rate based on the one-way distance traveled (0-15 one-way miles or 16-30 one-way miles). The Project Officer will determine the one-way mileage. Payment will be based on the quantity, in cubic yards, on the load ticket obtained at the permitted landfill and verified by the Project Officer's disposal site monitor or weight ticket.

8.2.4 The following conversion factors will be used if the landfill site weighs vehicles by the ton:

Conversion Factors from Cubic Yards to Tons

- Mixed Construction & Demolition Debris = 500 LBS/CY or $CY \times 0.25 = \text{Tons}$
- Yard Vegetation = 300 LBS/CY or $CY \times 0.15 = \text{Tons}$
- Mulch = 500 LBS/CY or $CY \times 0.25 = \text{Tons}$
- Regular Trash = 300 LBS/CY or $CY \times 0.15 = \text{Tons}$
- Concrete = 2000 LBS/CY or $CY \times 1.0 = \text{Tons}$
- Sand = 2600 LBS/CY or $CY \times 1.3 = \text{Tons}$
- Land Clearing (Root balls with dirt) 1500 LBS/CY or $CY \times 0.75 = \text{Tons}$

8.3 Debris Vegetation Volume Reduction Site Operations

8.3.1 Debris volume reduction site operations will be paid based on the total cubic yards of debris that are delivered to the volume reduction site for processing and disposal as recorded on load ticket validated by the Project Officer's disposal site monitor. The unit price per cubic yard of material processed must include all subsidiary costs including, but not limited to, site setup, labor, equipment, fuel, environmental controls, maintenance, general administration and disposal.

8.3.1. A Hazardous Stump Reduction will be paid based on the "FEMA Eligibility of Hazardous Stump Removal" conversion chart.

8.3.2 Compensation will be based on completed haul tickets administered and validated by the Project Officer's monitors. Payment will be based on the Contractor(s)'s volume reduction unit price as stated on the bid schedule.

9.0 ADDITIONAL INFORMATION

9.1 The Project Officer shall have the right to terminate a contract or a part thereof before the work is completed in the event:

9.1.2 Previous unknown circumstances arise making it desirable in the public interest to void the contract.

9.1.3 The Contractor(s) is not adequately complying with the specifications.

9.1.4 Proper techniques are not being followed after warning notification by the Project Officer.

9.1.5 The Contractor(s) refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity.

9.1.6 The Contractor(s), in the judgment of the Project Officer is unnecessarily or willfully delaying the performance and completion of the work.

9.1.7 The Contractor(s) refuses to proceed with work when and as directed by the Project Officer.

9.1.8 The Contractor(s) abandons the work.

9.1.9 The Contractor(s) employs subcontract who are on the Federal debarred listing.

9.1.10 The Contractor, in the judgment of the Project Officer, is not meeting or practicing sound safety measures.

10.0 DEBRIS CLASSIFICATION

10.1 Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications Burnable (Reducible), Non-Burnable (reducible), and Household Hazardous Waste.

10.1.1 Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.

10.1.2 Non-Burnable Debris. Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non wood building materials; and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil.

10.1.3 Household Hazardous Waste (HHW). The following items are examples of HHW material:

- home, lawn and garden chemicals used for pest, insect and weed control
- automotive fuel, windshield wiper fluid, antifreeze, brake fluid, transmission fluid
- gas additives, gear oil, car batteries, swimming pool additives, lamps and heating oil
- flammable cleaning solvents, such as kerosene, turpentine, mineral spirits, floor strippers
- thermometers, thermostats, and barometers containing mercury, photo chemicals

10.2 Root-balls. Tree root-balls will be disposed of by chipping/grinding and will be paid for based on the FEMA Stump Reduction Guidelines.

10.3 Chips/Mulch. Chips and mulch is the end product of chipping or grinding wood products. The Contractor(s) must either recycle or dispose of the resulting chips and mulch at a properly permitted landfill site chosen by the Contractor(s)

10.4 White Goods. Such as: Appliances such as refrigerators, freezers, stoves, washers, and dryers.

11.0 PERFORMANCE SCHEDULE

11.1 Immediately following Bid Opening, the apparent responsible bidder(s) will meet with the Project Officer to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

11.2 The Contractor(s) shall begin preparation for mobilization immediately after Notice to Proceed and be fully operational within 48 hours after Notice to Proceed.

11.3 The Contractor(s) is required to grind a minimum of 200-250 cubic yards per hour per grinder with 4 hours of down time for service per 24 hours. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after receipt of Notice to Proceed. Liquidated damages shall be assessed at \$250.00 per calendar day for any day in which the minimum-processing rate is not met.

The Contractor is responsible for:

- a. Getting debris to the TDSRS
- b. Reducing and disposing debris

11.4 All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the Project Officer that the last load of debris has been delivered, unless the Project Officer initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$500.00 per calendar day for any time over the maximum allowable time established above.

11.5 Unless directed otherwise by the Project Officer, the Contractor(s) shall conduct volumetric reduction operations 18 hours per day, 7 days per week. Hauling of debris from rights-of-way and public property will be limited to daylight hours, 7 days per week.

12.0 REPORTING

12.1 The Contractor(s) shall submit a written report to the Project Officer no later than 9:00am each day for the previous day's activities. Each report shall contain, at a minimum, the following information:

- Contractor(s)'s Name
- Contract Number
- Daily and cumulative totals of debris hauled to each volume reduction site. Include site name.
- Daily and cumulative totals of debris hauled to a permitted landfill. Include landfill name.
- Daily and cumulative totals of debris processed, to include method(s) of processing.
- Daily and cumulative totals of ash/mulch/chips removed from the site and location of permitted landfill site(s).
- Any problems encountered or anticipated.

13.0 HOUSEHOLD HAZARDOUS WASTE

13.1 The Contractor(s) will be required to construct a Household Hazardous Waste (HHW) containment area at the temporary debris management site(s). This containment area will consist of an earthen berm with a non-permeable liner. The HHW containment area must be covered at all times with a non-permeable cover.

13.2 Material, which is found to be classified as HHW, shall be reported immediately to the Project Officer. This material shall be segregated from the remaining debris using a method, which will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area.

13.3 Disposal of the HHW debris will be coordinated by the Project Officer.

14.0 CONTRACTOR(S) PETROLEUM, OIL, LUBRICANT (POL) SPILLS

14.1 The Contractor(s) shall be responsible for reporting to the Project Officer and cleaning up all petroleum, oil, and lubricant (POL) spills caused by the Contractor(s)'s operations at no additional cost to the City of Fairhope.

14.2 Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal and local laws and regulations.

14.3 Spills other than on the TDSRS site shall be reported to the National Response Center, and the Project Officer immediately following discovery. A written follow-up shall be submitted to the Project Officer not later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, etc.).
- Determination as to whether or not the amount spilled is EPA/State reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.

- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor(s) has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

14.4 There will be a \$1,000.00 per day liquidated damage fine for a contractor causing a hazardous material spill. Costs begin from the time the spill occurs until complete remediation is completed.

15.0 OTHER CONSIDERATIONS

15.1 The Contractor(s) shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor(s)'s personnel and equipment is the responsibility of the Contractor(s). Additionally, the Contractor(s) shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

15.2 The Contractor(s) must be duly licensed in accordance with the State of Alabama statutory and regulatory requirements to perform the work. The Contractor(s) shall obtain all permits necessary to complete the work. The Contractor(s) shall be responsible for determining what permits will be necessary to perform under the contract. Copies of all permits shall be submitted to the Project Officer.

15.3 The Contractor(s) shall be responsible for correcting any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Project Officer.

15.4 The Contractor(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to his/her activities. Such costs might include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third party claims imposed on the Project Officer by any regulatory agency or by any third party as a result of noncompliance with Federal or local environmental laws and regulations or nuisance statutes by Contractor(s), his/her Subcontractors, or any other persons, corporations or legal entities retained by the Contractor(s) under this contract.

15.5 Meetings. The Contractor(s) must attend any and all meetings required by the Project Officer to evaluate the operation of the debris reduction site, and/or clean-up operations.

15.6 Quality Assurance. The Contractor(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements of this contract. The Project Officer will closely monitor the work.

16.0 MEASUREMENTS

16.1 Measurements of debris processed at the volume reduction site will be by the Cubic Yard as estimated by the disposal site monitor and recorded on City of Fairhope load tickets.

17.0 CONTRACT AWARD

17.1 The City of Fairhope reserves the rights to award one or more contracts based upon the amount of anticipated work needing to be done. Awards under this solicitation will be made to responsive, qualified, and responsible bidders giving consideration to bid price, expertise/experience of personnel comprising crew(s), type of equipment used, number of crews available from each bidder and administration costs.

17.2 Determination for the purposes of award shall be made on the basis of the most qualified bidder as it related to past performance, financial stability, mobilization, resources and pricing.

17.3 Prior to award, bidders may be required to provide evidence of responsibility and ability to timely perform the contract work. This may include the requirement to provide written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the Contractor(s) to be available for this contract.

18.0 OTHER CONSIDERATIONS

18.1 No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Project Officer. Under no circumstances shall the accumulation of brush, limbs, cut trunks/logs or other debris be allowed on a public right-of-way in such a manner as to result in a hazard to the public.

18.2 The selected Contractor(s) is legally responsible for damage to public and/or private property while performing the duties outlined in these specifications (See Insurance Requirements).

18.3 Any damage to public and/or private property shall be reported to the Project Officer immediately following its occurrence.

18.4 The selected Contractor(s) shall erect proper barricades, signs and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal operations.

18.5 The Project Officer shall have the right to require the selected Contractor(s) to redo any work that is not done satisfactorily and in accordance with the specifications and/or standards stated.

18.6 Such work needing to be redone shall be performed promptly and at no additional cost to the City of Fairhope, either during or after the expiration of the resulting agreement.

18.7 Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden. The Project Officer retains the authority to cease any and all contractor operations, which he deems unsafe.

18.8 The selected Contractor(s) is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the selected Contractor(s), such property shall be restored by the Contractor(s) at his expense to a condition similar or equal to that existing before such damage or injury, or he/she shall repair such damage in a manner acceptable to the Project Officer.

18.9 Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the selected Contractor(s), the proper authorities of the utilities involved, or property owner involved, shall be consulted by the selected Contractor(s) prior to performing any work activity and all requested reasonable precautions by any such authority or persons shall be complied with.

18.10 The selected Contractor(s) shall contact Alabama Line Locate, Riviera Utilities, and Fairhope Utilities, or others as necessary to determine the location of underground utilities (i.e. gas, electric, telephone, cable television) that may be impacted 48 hours before debris operations commence.

18.11 All motor vehicles and other major equipment used by the selected Contractor(s) to do work shall be clearly identified with the name of their company.

18.12 Safety of the Contractor(s)'s personnel and equipment is the responsibility of the Contractor(s). Additionally, the Contractor(s) shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.

18.13 The Contractor(s) shall be responsible for correcting any notices of violations issued as a result of the Contractor(s)'s actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City of Fairhope.

19.0 ENVIRONMENTAL DISASTER

19.1 The Contractor(s) shall be responsible for providing the City of Fairhope with planning, reporting, technical assistance and response to any environmental disaster, whether the cause be natural or manmade. Said environmental disaster, whether it be airborne, land based or waterborne, may or may not involve synonymous response to a disaster debris operation....this may be a response totally unrelated to a severe storm, hurricane or tornado.

19.2 The Contractor(s) shall submit to the City, included in their bid submission, a list of potential subcontractors and their professional qualifications, who would provide environmental remediation and services noted in Item 19.1.

19.3 The intent of this section is to engage the services of a Contractor(s) responding to either a manmade event...resulting in an environmental disaster or a natural disaster such as a severe storm, hurricane or tornado....resulting in an environmental disaster.

ITEM IV

BID RESPONSE FORM

BID NO.: 009-12

BID NAME: DISASTER DEBRIS REMOVAL AND DISPOSAL 2012

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

NOTE: RETURN One (1) Original and Four (4) COMPLETE COPIES OF RESPONSE AND SUPPORTING MATERIAL.

BIDDING SCHEDULE FOR DEBRIS REMOVAL & DISPOSAL SERVICES

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		CY
2	Debris Removal from Public Property (right-of-way) and Hauling to Temporary and/or Permanent Debris Storage and Reduction Site (TDSRS) 0-15 one way miles		CY
3	Debris Removal from Public Property (right-of-way) and Hauling to Temporary and/or Permanent Debris Storage and Reduction Site (TDSRS) 16-30 one way miles		CY
4	Debris Removal from Temporary and/or Permanent Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 0-15 one way miles		CY
5	Debris Removal from Temporary and/or Permanent Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 16-30 one way miles		CY
6	Debris Removal from Public Property (right-of-way) and Hauling directly to Final Disposal Site 0-15 one way miles		CY
7	Debris Removal from Public Property (right-of-way) and Hauling directly to Final Disposal Site 16-30 one way miles		CY
8	Management of TDSRS		CY
9	Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal		CY
10	Processing (Burning) of Debris at TDSRS or Final Disposal Site		CY
11	Pick up and Haul of White Goods to Disposal Site within County (NOTE)		UNIT
12	Pick up and Disposal of Hazardous Material		LB
13	Freon Management and Recycling		UNIT
14	Dead Animal Collection, Transportation and Disposal		LB
HAZARDOUS STUMP REMOVAL & HAULING TO DISPOSAL SITE (per FEMA Hazardous Stump Extraction & Removal Policy)			
15	24 in. Diameter to 47.99 Diameter		STUMP
16	48 in. Diameter and Greater		STUMP
	IV-1		

THE FOLLOWING ITEMS SHALL BE BILLED ON A TIME AND MATERIAL BASIS ACCORDING TO THE SCHEDULING ON THE FOLLOWING PAGES:			
17	Emergency Road Clearance		N/A
18	Debris Removal from Water Bodies (Bays, Rivers, Streams, Canals, Lakes)		N/A
19	Debris Removal from Private Property (right-of-entry program) and Publicly Owner Property (other than right-of-way)		N/A
20	Leaning Trees/Hanging Limbs/Tree-off Program		N/A
21	Demolition of Structures		N/A
22	Disaster event Generated hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
23	Pre-event Training for Client Personnel		N/A

NOTES: 1. Tipping fee at final disposal site(s) will be the responsibility of the City.

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.

Company _____

Company Representative _____
(Print)

Company Representative _____
(Signature)

Address _____

Phone Number () _____ Fax Number() _____

Alabama License No. _____

Out of State: No ____ or If yes ____ State Registration Number _____

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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 _____, 2012.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

The contract will be for a period of two years. Prior to the contract expiration and upon a mutual written agreement by the City and the Contractor, the term of the contract may be extended for an additional year.

The following documents must be provided along with the Bid Schedule:

Past experience setting up, managing, and operating a disaster debris reduction site.

Certificates of insurance as required in bid documents.

List of company officials.

List of proposed subcontractors and equipment to be used

List of references.

Detailed cost data for construction of inspection tower. Submit breakdown of labor and materials on a separate sheet.

NOTE: Selected bidder(s) must be able to obtain a Performance Bond in the amount of 100% of the bid price regarding both labor/materials and performance.

END OF BID RESPONSE DOCUMENTS

ITEM V
CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 20_____, by the City of Fairhope of Baldwin County, Alabama, hereinafter called the "Owner", Party of the First Part, and _____, a **corporation** organized and existing under the laws of the State of Alabama, hereinafter called the "Contractor", Party of the Second Part on the

Bid Number: 009-12, Disaster Debris Removal and Disposal 2012

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.

WITNESSETH: That the parties hereto do mutually agree as follows:

1. **DURATION**

- a. **The term of the Agreement shall be for a period of one (1) year commencing at 12:00 a.m., on July 12, 2012, ending at 11:59 p.m., on July 11, 2013,** with the option to renew contract for up to Two (2) additional years if terms and conditions, including pricing, remain the same and both parties are in agreement to renewing the contract.

2. **PAYMENT**

- a. **Invoices:** Contractor is to invoice Owner upon completion of work specified in the applicable Purchase Order.
- b.
- c. **Purchase Order Number must be referenced on all communications including delivery tickets and invoices.**
- d. **Payment of Invoice:** All invoices received by the Owner are payable within thirty (30) days from the date of receipt by the Owner, provided they are approved by the Owner.

3. **PAYMENT WITHHELD**

- a. The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of.
 - i. Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of this Agreement.
 - ii. The Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.
 - iii. Claims filed or reasonable evidence indicating probable filing of claims.
 - iv. Failure of the Contractor to make payments properly to Subcontractors for material or labor.
 - v. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

- vi. Damage to City facilities, or another contractor or another contractor's work.

When the above grounds are removed, payment shall be made for the amount withheld because of them. The Contractor waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

4. **GENERAL CONDITIONS:**

- a. **Indemnity:** The Contractor hereby agrees to indemnify and save harmless the Owner, 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 Agreement, to the extent caused by a negligent act or omission of the Contractor, their agents, servants, employees, Subcontractors, or others associated with the Contractor. The Contractor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the Contractor.
- b. **Notification and Accident Reports:** In the event of accidents of any kind, the Contractor shall notify the Owner in writing immediately and furnish, without delay, copies of all such accident reports to the Owner. If, in the performance of their Work, the Contractor fails to immediately report an accident to the Owner, of which the Contractor has knowledge of and which results in a fine levied against the Owner then the Contractor shall be responsible for all fines levied against the Owner.

5. **TERMINATION OF AGREEMENT:**

- a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the Owner, in whole or in part, in writing, whenever the Owner determines that the Contractor has failed to meet the requirements of this Agreement.
 - i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
 - ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.
 - iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.
- b. **Termination for Convenience:** Owner has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by Owner shall be paid by Owner.

6. **WARRANTY:**

- a. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work, the Contractor shall at the Owner's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the Owner, or refund to the Owner the charge paid by the Owner, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of Work provided by other Contractors.
- b. All equipment and materials provided by the Contractor shall be merchantable and for the purpose intended.

7. **TIME OF COMPLETION:**

- a. The Owner and Contractor understand and agree that time is of the essence in the performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of ability to obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner's or Contractor's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner's or Contractor's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of Work, shall extend the time of the Owner's or Contractor's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. **However, under such circumstances as described herein, the Owner may, at their discretion, cancel this Agreement for their own convenience.**

8. **INSURANCE REQUIREMENTS:**

- a. The **CONTRACTOR** shall not commence work under this **AGREEMENT** until it has purchased **INSURANCE** for protection from any and all claims which may arise out of or result from the **CONTRACTOR'S** operation under The **CONTRACT**. The **CONTRACTOR** shall maintain the required insurance in the minimum amounts as described below at all time during performance of the **WORK**.
- b. **WORKMEN'S COMPENSATION INSURANCE:** The **CONTRACTOR** shall procure and shall maintain during the life of the **AGREEMENT** Workmen's' Compensation Insurance for all its employees to be engaged in work on the project under this **AGREEMENT**.
- c. **CONTRACTOR'S GENERAL LIABILITY INSURANCE:** The **CONTRACTOR** shall procure and shall maintain during the life of the **AGREEMENT** a Comprehensive Liability Policy providing bodily injury coverage on an occurrence basis, including damage arising from blasting, explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors, and contractual operations, independent contractors, and contractual general liability insurance shall be \$1,000,000. Combined single limit per occurrence for bodily injury and property damage; \$3,000,000. Aggregate. The **CONTRACTOR** agrees to maintain such completed.

operations coverage as is required in this section for a period of one (1) year from the date of acceptance of the **WORK** by **OWNER** or at the date of the final amounts owed the **CONTRACTOR** by the **OWNER**, whichever occurs first.

- d. **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:** The **CONTRACTOR** agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability coverage on an occurrence basis, and providing property damage liability coverage on an accident basis. This Policy shall protect the **CONTRACTOR** against all liability arising out of the use of automobiles, including private, passenger, and commercial, regardless of whether such vehicles shall be owned by the **CONTRACTOR**, owned by others or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000. Combined single limit per occurrence for bodily injury and property damage.
- e. **OWNER'S PROTECTIVE LIABILITY INSURANCE:** The **CONTRACTOR** shall at his expense provide Owners Protective Liability policies issued in the name of the **OWNER** covering its liability for operation of the **CONTRACTOR**. This policy shall provide limits of liability in the minimum amount of \$200,000.00 each person; \$500,000.00 each accident, bodily injury; and \$100,000.00 each accident, property damage.
- f. 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, attorney's fees arising out of or resulting from the performance of the **WORK**.

9. **ACCEPTANCE OF WORK:**

- a. The Owner will be deemed to have accepted the Work after the Owner agrees in writing, the work is completed. In the event Work furnished under the Agreement is found to be defective or does not conform to the intent of the Agreement, the Contractor shall correct the deficiency before the publication date. Failure on the part of the Contractor to properly correct the deficiencies within the time period allowed will constitute the Owner's right to cancel the Agreement immediately, upon written notice to the Contractor.

10. **CORRECTION OF WORK:**

- a. The Contractor shall promptly correct all Work rejected by the Owner as faulty, defective or failing to conform to the Agreement, whether observed before or after completion of the Work. The Contractor shall bear all costs of correcting such rejected Work.

11. **TIME IS OF THE ESSENCE:**

- a. The Owner and Contractor agree that time is of the essence in the performance of Work called for under this Agreement. The Contractor agrees that all work will be accomplish regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

12. **SAFETY MEASURES:**

- a. The Contractor shall take all necessary precautions for the safety of the Owner's and Contractor'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. Where necessary, the Contractor shall post signs warning against hazards in and around the Work site.

13. **EXTRA WORK AND ASSOCIATED COSTS:**

- a. **Changes in the Work:** The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revision, the Agreement price and time for execution of the Work being adjusted accordingly.
- b. All such changes in the Work shall be authorized by a written Amendment to the Agreement or a separate Change Order, or Purchase Order, and shall be executed under the applicable conditions of the Agreement.

14. **FAMILIARITY WITH THE WORK:**

- a. The Contractor, by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Agreement by the Contractor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

15. **CONTRACTOR LIABILITY:**

- a. Nothing in this Agreement shall be construed to mean that the Contractor assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the Contractor or its agents, servants, employees and subcontractors.

16. **MISCELLANEOUS PROVISIONS:**

- a. The Contractor shall not employ Subcontractors without the express written permission of the Owner.
- b. The Contractor shall not assign the Agreement or sublet it as a whole without the express written permission of the Owner. The Contractor shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the contract, or sublet it as a whole, without the consent of the Contractor.
- c. 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.
- d. The Contractor 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 this Agreement.
- e. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the Contractor fails to clean up the Work site, the Owner will complete the task and charge the Contractor for such services.
- f. This Agreement is considered a non-exclusive Agreement between the parties.
- g. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.

- h. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.
- i. This Agreement, contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- j. 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.

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

THE CITY OF FAIRHOPE, ALABAMA

BY: _____
TIMOTHY M. KANT, Mayor

ATTEST: _____
LISA A. HANKS, City Clerk

**STATE OF ALABAMA }
COUNTY OF BALDWIN }**

I, the undersigned authority in and for said State and County, hereby certify that TIMOTHY M. KANT as Mayor of the City of Fairhope and LISA A. HANKS as City Clerk whose names are 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 date the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2012.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____ / _____ / _____

(Name of Contractor)

ATTEST: _____

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

email _____

Contractor Address

Phone _____ Cell _____

GENERAL CONTRACTOR'S LICENSE NUMBER

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

**STATE OF ALABAMA}
COUNTY OF BALDWIN}**

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 Notaries Seal on this _____ day of _____, _____.

Notary Public
_____/_____/_____
MY COMMISSION EXPIRES

END OF CONTRACT DOCUMENTS

ITEM VI

Bond Instructions

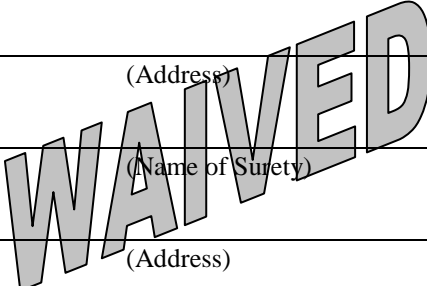
1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of
 (Name of Contractor)

 (Address)
 as Principal, and _____ of
 (Name of Surety)
 _____, as Surety, are held
 (Address)



firmly bound unto CITY OF FAIRHOPE, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of FIVE PERCENT (5%) OF, _____ lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

Bid Number 009-12, Disaster Debris Removal and Disposal 2012

The Conditions of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, than this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered

_____ Date

Witness as to Principal:

_____ Contracting Firm

By: _____ (SEAL)

COUNTERSIGNED:

_____(SEAL)
Name of Surety

_____ By: _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY

ITEM VII

Performance Bond Instructions

The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the City in an amount not less than the estimated event cost for any and/or all events :

within 10 days of receiving the Notice to Proceed.

The cost of said bond premiums will not be an additional cost to the City.

PERFORMANCE BOND

KNOW ALL MEN: That we _____

(Insert here the name & address of legal title of the Contractor)

_____ hereinafter called the Principal, and
_____ and
_____ and

_____ hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope of Baldwin County, a political subdivision of and Body Corporate in the State of Alabama, 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.

For purposes of establishing the value of this Bond, the value of this Contract shall be _____.

WHEREAS, the Principal has, by means of a written agreement, dated _____ Entered into a contract with the Owner for:

Bid Number: 009-12 Disaster Debris Removal and Disposal 2012

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 _____, 2012.

(Individual principals sign here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)
(Corporate Principal Sign Here)

ATTEST:

BY: _____
(Surety Sign Here)

WITNESS:

BY: _____

COUNTERSIGNED:

ITEM VIII

Labor & Materials Bond Instructions

The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the City in an amount not less than the estimated event cost for any and/or all events :

within 10 days of receiving the Notice to Proceed.

The cost of said bond premiums will not be an additional cost to the City.

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as Principal, and _____ as Surety, are held and firmly bound unto said THE City of Fairhope of Baldwin County, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of

_____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally. Finally by these presents.

For purpose of establishing the value of this Bond, the value of this Contract shall be _____.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated _____, 20____. (Hereinafter called the Contract) for **Bid Number 009-12, DISASTER DEBRIS REMOVAL AND DISPOSAL 2012** 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 THE 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 TIMOTHY M. KANT, Mayor of the City of Fairhope, Baldwin County, State of Alabama, 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 of 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 on 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, SEALED AND DELIVERED THIS ___ day of _____ 2012.

(Individual Principals sign here)

_____ (SEAL)

By: _____ (SEAL)

In the Presence Of:

Corporate Principal sign here

ATTEST:

BY: _____
(Surety Sign Here)

WITNESS:

BY: _____

ITEM IX

INSURANCE

INSTRUCTIONS TO CONTRACTORS AND INSURERS

The contractor shall immediately furnish a Certificate of Insurance listing the City of Fairhope as additional insured through the end of the contract term (annually upon renewal) for the following:

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this certificate and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

COMPENSATION INSURANCE: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all his employees to be engaged in work on the project under this Contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate Employer's General Liability Insurance for the protection of such of his employees as are not otherwise protected.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall procure and shall maintain during the life of this Contract a Comprehensive Liability Policy providing bodily injury coverage on an occurrence basis and property damage coverage on an accident basis, including damage arising from blasting, explosion or collapse, mechanical equipment, digging in streets or highways, and including completed operations, independent Contractors, and Contractual General Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$3,000,000 aggregate.

The Contractor agrees to maintain such completed operations coverage as is required in this section for a period of one year from the date of acceptance of the work by the Owner or at the date of the final amounts owed the Contractor by the Owner, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis, and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger, and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

INDEMNITY PROVISIONS: The Contractor shall indemnify and hold harmless the City of Fairhope and its agents and employees from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from; and (2) is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. He shall make good any injury that may have occurred to any structure or utility in consequence of the Work.

In any and all claims against the City of Fairhope or its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be

liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall require each of his subcontractors to produce and maintain during the life of his subcontract, subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the City of Fairhope.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute additional copies as may be required of the certificate. One executed copy shall be forwarded to the Contractor for attachment to the original policy as an endorsement.

CERTIFICATE OF CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

SAMPLE FORM FOR CERTIFICATE OF CONTRACTORS AND
SUBCONTRACTORS INSURANCE TO CITY O FAIRHOPE OF BALDWIN
COUNTY, ALABAMA

Date _____

This is to certify that the policies designated below have been issued by the _____
_____ and are in force on the date
borne by this certificate.

1. Location and designation of project:

2. Name and address of insured for whom this certificate is issued:

3. Type of Insurance

Limits of Liability

(a) WORKMEN'S COMPENSATION:

(policy number) (exp. Date) (coverage) (aggregate)
(one person) (one accident)

(b) CONTRACTOR'S PUBLIC LIABILITY:

1. Bodily Injury

(each person) (each occurrence) (total coverage)

2. PROPERTY DAMAGE:

(each accident) (aggregate)

(c) AUTOMOBILE (Motor Vehicle):

1. Bodily Injury:

(Each Person) (Each Occurrence) (Total Coverage)

SEE ATTACHED

2. Property Damage:

(Each Accident)

(Aggregate)

(d) OWNER'S PROTECTIVE LIABILITY:

(Each Occurrence)

(Each Occurrence)

(Bodily Injury)

(Property Damage)

SEE ATTACHED

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 of Fairhope of Baldwin County, Alabama, 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 of Baldwin County a certificate of insurance in triplicate on a form approved for such purposes by said City of Fairhope, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said City of Fairhope 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 of Fairhope to which the policy applies.

3. That it will mail to the City of Fairhope of Baldwin County Alabama, 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 of Fairhope which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the City of Fairhope at the same time that notice thereof is given to the insured.

4. That it will mail to the City of Fairhope of Baldwin County, Alabama, 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 County.

Insurer

BY:

Authorized Representative

END OF INSURANCE SPECIFICATIONS

ITEM X

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. 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 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-DISCRIMINATION

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

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. 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.