Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until **2:00P.M. June 23, 2011**, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:

**PS010-11 PROFESSIONAL CONSULTING SERVICES FOR RESEARCHING AND PROCESSING GRANTS**

Questions or comments pertaining to this proposal must be presented in writing, sent as e-mail or faxed 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 proposal opening or will be forever waived.

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

All proposals, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **“Sealed Proposal” with Item Name, Proposal Number, City of Fairhope’s Name and Address and Vendor’s Name and Address**. Each proposal must be in a separate envelope. Proposals made out in pencil will not be accepted.

**“Fee Schedule”** must be enclosed in a **separate** sealed, opaque envelope, clearly identified on the outside as a **“Fee Schedule” with Item Name, Proposal Number, City of Fairhope’s Name and Address and Vendor’s Name and Address. “Sealed Proposal” envelope and “Fee Schedule” envelope may be packaged together. Only Awarded Vendor’s, or Vendors’ “Fee Schedule(s)” will be opened **after** award. All others will be returned unopened.

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

The company that is awarded the proposal 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 proposal packet. See specifications for details.

No proposals will be considered unless the vendor, 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.

Daniel P. Ames,
Purchasing Manager

Posted: 5-26-2011
REQUEST FOR QUALIFICATIONS (RFQ)
FOR

RFQ NO. : PS012-11

PROFESSIONAL CONSULTING SERVICES FOR RESEARCHING AND PROCESSING GRANTS

FOR

THE CITY OF FAIRHOPE

Timothy M. Kant, Mayor
Lonnie L. Mixon, Council President
CITY OF FAIRHOPE
REQUEST FOR QUALIFICATIONS (RFQ) NO. PS012-11

PURPOSE
The City of Fairhope is requesting a statement of qualifications and a service proposal from individual professionals and/or consulting firms to conduct grant related services, including, but not limited to, conducting grant research, to processing grant application, award, execution and close out. The purpose of the project will include reviewing current grants held by the City of Fairhope, identifying and pursuing new grants and ensuring compliance with all necessary grant procedures.

BACKGROUND
The City of Fairhope, Al is located in Baldwin County Al., on the shore of Mobile Bay. Known for its many resident and visitor friendly parks, recreation facilities and other public venues, the City of Fairhope aggressively pursues a wide variety of grants, including Federal, State, County, non-profit, and corporate sponsored.

SCOPE OF SERVICES
The City is seeking a highly qualified individual and/or firm to provide a quality, thorough study. The selected individual and/or firm will be required to interface with employees and managers in an approachable manner. Presentation to the City Management / Mayor and Council and/or employee groups may be required. All products and recommendations must comply with applicable State and Federal laws.

All documents and deliverables shall be provided in Microsoft Word or Excel format on computer disk and in hard copy. All documents and deliverables become the property of the City and the author or the firm shall have no copyright interest. The City shall have the right to use all documents for any purpose.

The consultant shall provide professional services to assist the City of Fairhope in researching, acquiring, implementing, administering and concluding grants to include the following:

Administers and monitors grant programs and projects; coordinates grant administration with other departments, appropriate authorities or non-profit agencies; coordinates activities in securing federal, state and private grant based assistance; conducts research of grant opportunities, including federal and state programs; researches and reviews federal regulations; develops and writes grant applications for existing and new funding opportunities; ensures all pre-award requirements are met; prepares award acceptance documents; verifies pre-drawdown regulations are met and documented; gathers, compiles and analyzes statistical data; oversees grant budgets; develops procedures, schedules and objectives and verifies all expenditures are in compliance with contracts; assists other departments in planning, developing and justifying new grant projects; meets with staff to provide overview of grant funding purposes and requirements; assists staff in program development; provides technical information and assistance in the administration of grants; secures support for grant applications from public sector, local companies, and local organizations; prepares, administers, and interprets surveys of residents to determine needs; prepares and maintains records and reports; makes reports both orally and in writing; processes reports and makes recommendations; ensures all required reports are prepared and submitted; documents grant costs and other administrative controls; records grant activities in accordance with the Governmental Generally Accepted Accounting Practices; prepares financial statements related to grant activities; ensures all documents are accurate, organized and readily available for audit; ensures eligible administrative costs are recovered or funded; coordinates all aspects of grant closeouts; performs related work as required.
RFQ REQUIREMENTS
Responses to this request should include the following information:
• Consultant name and/or business name, DBA (if applicable) and principal contact person, including office location, address, telephone number, fax number and e-mail address.

• Qualifications information, which demonstrates the knowledge, experience, and capability that will enable the respondent to provide the services outlined in the description of work required, including a brief description and history of the firm and/or individual including the number of years in business, number of grants successfully acquired and completed by local governments, while retaining your firms services. Where relevant, key individuals who may be involved in providing or developing the services should be identified and listed. Please provide resumes for all proposed key personnel.

• A brief description of the proposed grant researching and processing components. What are the key steps? What is the scope of involvement with city staff? Describe how you plan to interface with employees and managers. Describe any optional services you provide which would be of interest and assistance to the proposed work. Identify the personnel associated with each service, if applicable.

• Provide a timeline for this process.

• Please provide at least three (3) references that can be contacted for verification of the respondents experience and qualifications. The references will be public agencies, for which you and/or your firm have provided grant researching and processing services within the past three years.

REVIEW AND SELECTION CRITERIA
City staff will evaluate the materials provided in response to the Request for Qualifications based on the following criteria:

1. Understanding of the scope of work and the Consultant’s strategy for carrying out the needed work tasks to meet the goals.

2. Skills and experience of assigned personnel, availability, and motivation of staff; experience and performance of Consultant on similar assignments.

3. Consultant’s expertise and ability to successfully handle communication with City staff relative to all phases of the process.

4. The present workload of the consultant and their ability to meet the proposed schedule.

5. Clarity of presentation and content of the responses to this request. Elaborate or costly submissions are not required.

6. Record of performance, including results of reference checks.

7. Proposed plan for completing the work in a timely and professional manner.

Time Line

1. The City shall request from selected firms (minimum of three, if possible) a technical approach and/or “Recommended Program” to decide the scope of services and other details the City will use to evaluate and select the firm the City determines to be most qualified for this project. Interviews or discussions may be required during evaluation of technical proposals.

2. The selection committee, consisting of one (1) City Council member, the Mayor, City
Administrator, Electric Superintendent and Purchasing Manager will evaluate the responses to the RFQ and recommend a consulting firm to City Council.

3. If City Council approves the selection, the Mayor shall then have the “Fee Schedule” of the Awarded Vendor opened, and negotiate a contract with the firm ranked by the City Council as most qualified.

4. Should the Mayor not be able to negotiate a contract with the firm ranked most qualified, then the Mayor shall terminate the negotiations and enter into negotiations with the next most qualified firm. This negotiation process may continue and be repeated until the Mayor is able to successfully negotiate a contract.

5. This procedure may also be suspended when the City Council determines an emergency exists.

6. Qualifications of any sub-consultant(s) used to obtain qualification in the various areas are to be included in the firm’s statement of qualifications.

**Request for Qualifications**

Ten (10) copies of the proposal must be submitted by the deadline. These copies will be provided to the City of Fairhope for review and recommendation to the City of Fairhope City Council.

**Format**

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

1. Cover letter and letter of interest (LOI) identifying the project for which the firm is requesting consideration. List projects or professional positions held of similar nature to scope of work and include references. It shall be vitally important to highlight any and all projects the firm has managed relating specifically to grant research and processing projects.

2) Name of firm, address, and telephone number. A primary contact with phone number and email shall also be provided.

3) Names, qualifications, and experience of a principal/owner (contractual authority) and the key personnel manager (Task Manager) who would be assigned to the City of Fairhope project. This information should include but not be limited to the following for each individual (a one page limit for each). Note this may be the same person as the Project Manager.

a) Number and type of projects in which each individual has been involved. Include reference contact information.

4) Number and composition of staff that is readily available for City of Fairhope project, including a table of organization by name of key personnel. Composition of staff should be broken into professional and technical.

5) Name of responsible firm member and Project Manager. It is the City's expectation that this individual will be available to manage any project for which the firm may be selected. The only acceptable reason for this person to not be available for a Fairhope contract is the individual is no longer with the firm. It is the firms’ responsibility to advise the City of any changes in this individual’s ability to be available for a Fairhope contract.

6) A statement detailing the firm's Quality Assurance Program.

7) All necessary information required of the attached CITY OF FAIRHOPE: EXHIBIT A: QUALIFICATION STATEMENT EVALUATION.
Selection Procedure

The City of Fairhope City Council at a regular Council meeting will complete the selection of the Consultant. The selection committee will perform preliminary review in compliance with the City Council approved selection procedure. The awarded firm will be selected without regard to race, color, religion, sex, or national origin. The committee will recommend to the Fairhope City Council the firm that scores the highest in the evaluation process. If necessary, the Committee will conduct interviews with the top (up to) five (5) scoring firms, prior to a final recommendation. The Fairhope City Council reserves the right to interview selected firm(s) prior to making a final decision. The Council will authorize the Mayor to proceed with executing a contract with their selected firm.

Notification

The City of Fairhope will not be responsible for costs incurred by anyone in the submittal of proposals or for any cost incurred prior to contract execution; The Request for Qualifications is not to be construed as a contract or as a commitment of any kind;

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

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

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

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

Application Deadline

2:00 P.M. on Friday, May 27, 2011
Submit RFQs To:
Daniel P. Ames, Purchasing Manager
P.O. Box 429
555 South Section Street
Fairhope, Al 36533
251-990-0199
Email: dan.ames@cofairhope.com
(Follow instructions for submittal in Invitation above)
CITY OF FAIRHOPE: EXHIBIT A: QUALIFICATION STATEMENT EVALUATION

Qualifications for: PROFESSIONAL CONSULTING SERVICES FOR RESEARCHING AND PROCESSING GRANTS

Proposal Evaluation Form

<table>
<thead>
<tr>
<th>Category</th>
<th>Criteria</th>
<th>Rating</th>
<th>Weight</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach</td>
<td>Understanding of Project and Basic Scope of Services</td>
<td>5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additions or Deletions to the Basic Scope of Services</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Understanding of Unique Conditions of the Project</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Technical Approach to the Project</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Schedule</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Key Equipment or Resources that Assists in Performance of Work</td>
<td>2</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>SUBTOTAL OF POINTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team</td>
<td>Consultant’s and Sub consultants’ Experience on Similar Projects</td>
<td>5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Working Relationship within Project Team (Consultant and Sub consultants)</td>
<td>3</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Manager’s Experience on Similar Projects</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Key Task Managers’ Experience on Similar Projects</td>
<td>5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Location of Key Staff Members (Consultant and Subconsultants)</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>SUBTOTAL OF POINTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Past Performance</td>
<td>Quality of Consultant’s/Sub consultants’ Past Work (Similar Size and/or Scope)</td>
<td>5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consultant’s/Sub consultant’s Ability to Meet Project Schedule</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Manager’s Ability to Coordinate Project</td>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consultant’s/Sub consultant’s Success in Controlling Project Costs</td>
<td>5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consultant’s/Project Manager’s Ability to Communicate Effectively with Agency</td>
<td>5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>SUBTOTAL OF POINTS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL POINTS</strong></td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

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

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
RFQ NO. PS012-11

PROFESSIONAL CONSULTANTING SERVICES FOR
RESEARCHING AND PROCESSING GRANTS
FOR
THE CITY OF FAIRHOPE

Timothy M. Kant, Mayor
Lonnie L. Mixon, Council President

Set No. ______
THIS CONTRACT, made and entered into this _______ day of ______________, 20____, by and between the City of Fairhope, Alabama (hereinafter called “CITY”) acting by and through its governing body, the FAIRHOPE CITY COUNCIL, and _________________________ of __________, Alabama (hereinafter called the “CONSULTANT”),

WITNESSETH:

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

DEFINITIONS:
The following terms shall have the following meanings:

<table>
<thead>
<tr>
<th>COUNTY:</th>
<th>Baldwin County, Alabama</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY:</td>
<td>Fairhope, Alabama</td>
</tr>
<tr>
<td>PROJECT:</td>
<td>Researching and Processing Grants for the City of Fairhope, Al</td>
</tr>
</tbody>
</table>

PART ONE

GENERAL CONDITIONS

1.1 The CITY hereby employs the CONSULTANT and the CONSULTANT agrees to perform for the CITY those professional services as hereinafter set forth in connection with the following:

PROJECT NAME: PROFESSIONAL SERVICES FOR RESEARCHING AND PROCESSING GRANTS

PROJECT INFORMATION: Assisting the City in researching, acquiring, implementing, conducting and concluding grants properly

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

1.3. For the purpose of this contract, the CONSULTANT represents to the CITY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the CITY. Furthermore, the CONSULTANT will meet all current licensing and certifications necessary to perform the scope of work.

PART TWO

SCOPE OF SERVICES

2.1 Purpose
The City of Fairhope is requesting a statement of qualifications and a service proposal from individual professionals and/or consulting firms to conduct grant related services, including, but not limited to, conducting grant research, to processing grant application, award, execution and close out. The purpose will include reviewing current grants held by the City of Fairhope, identifying and pursuing new grants and ensuring compliance with all necessary grant procedures.
2.2 **Detailed Scope of Services**

Administers and monitors grant programs and projects; coordinates grant administration with other departments, appropriate authorities or non-profit agencies; coordinates activities in securing federal, state and private grant based assistance; conducts research of grant opportunities, including federal and state programs; researches and reviews federal regulations; develops and writes grant applications for existing and new funding opportunities; ensures all pre-award requirements are met; prepares award acceptance documents; verifies pre-drawdown regulations are met and documented; gathers, compiles and analyzes statistical data; oversees grant budgets; develops procedures, schedules and objectives and verifies all expenditures are in compliance with contracts; assists other departments in planning, developing and justifying new grant projects; meets with staff to provide overview of grant funding purposes and requirements; assists staff in program development; provides technical information and assistance in the administration of grants; secures support for grant applications from public sector, local companies, and local organizations; prepares, administers, and interprets surveys of residents to determine needs; prepares and maintains records and reports; makes reports both orally and in writing; processes reports and makes recommendations; ensures all required reports are prepared and submitted; documents grant costs and other administrative controls; records grant activities in accordance with the Governmental Generally Accepted Accounting Practices; prepares financial statements related to grant activities; ensures all documents are accurate, organized and readily available for audit; ensures eligible administrative costs are recovered or funded; coordinates all aspects of grant closeouts; performs related work as required.

**PART THREE**

**PAYMENT**

3.0. The CITY agrees to pay the CONSULTANT as compensation for such professional services in accordance with the “Fee Schedule” as indicated on Exhibit “A” attached to this document. CONSULTANT is to bill monthly, in arrears.

3.1. All other expenses actually and necessarily incurred such as, but not limited to, telephone calls, extra reproductions of prints or photographs of drawings, specifications and other documents required for the proper execution of the extra services so required by the CITY shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred.

3.2. If this PROJECT is suspended or abandoned by the CITY for good cause, or for cause beyond the reasonable control of the CITY, then the CITY shall pay the CONSULTANT for the services theretofore rendered on the PROJECT, such payment to be based as far as possible on the fee as established in this agreement, and the portion of the CONSULTANT's services which were completed before the PROJECT was suspended or abandoned.

3.3. In the event of failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this agreement by giving the CONSULTANT written notice of such termination, after which the CITY may employ professional CONSULTANT services of its choice to complete the PROJECT and the CONSULTANT will reimburse the CITY any additional costs which may result for such termination and employment of other professional CONSULTANT services. Failure by the CONSULTANT to furnish the required services, or to perform any other specific duty required by this contract shall constitute cause for termination by the CITY under this provision. Failure by the CITY to exercise this right to so terminate this agreement for any such default by the CONSULTANT shall not constitute a waiver by the CITY of its right to so terminate this contract for any subsequent default.
4.1 **Indemnification**

The **CONSULTANT** shall be responsible for all damage to life and property due to activities of the **CONSULTANT** and the sub-consultant, agents or employees of **CONSULTANT** in connection with their service under this AGREEMENT. The **CONSULTANT** specifically agrees that the subcontractors, agents, or employees of **CONSULTANT** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **CONSULTANT** to the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the negligent acts or omissions of the **CONSULTANT** or anyone directly or indirectly employed by **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided. The **CONSULTANT**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **CONSULTANT** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the **CONSULTANT**. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.

4.2 **Insurance**

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

(a) **Workers’s Compensation and Employers Liability**

<table>
<thead>
<tr>
<th>Part One: Statutory Benefits as required by the State of Alabama</th>
<th>Part Two: Employers Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000 Each Accident</td>
<td>$1,000,000 Each Employee</td>
</tr>
<tr>
<td>$1,000,000 Policy Limit</td>
<td></td>
</tr>
</tbody>
</table>

(b) **Commercial General Liability**

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

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/completed Operation Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

Coverage to include

Premises and operations

Personal Injury and Advertising Injury
Products/Completed Operations
Independent Contractors
Blanket Contractual Liability
Broad Form Property Damage
The CONSULTANT shall name the CITY, its employees and agents as additional insured in all applicable categories. Liability insurance as required by this contract to provide cross-liability coverage.

(c) **Automobile Liability**
Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of $1,000,000 each accident. The policy shall name the CITY as an Additional Insured.

(d) **Professional Liability**
Coverage shall be maintained during testing and for two (2) year after completion and acceptance by the CITY.

<table>
<thead>
<tr>
<th>Limits of Liability</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Claim</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Certificate of Insurance**

A certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CITY PRIOR to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the CITY. The project number on which the CONSULTANT is working must be included in the description section of the certificate.

**PART FIVE**

**REVIEWS AND SUBMITTALS**

5.1 **City / Consultant Responsibilities**
The CITY will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving intermediate payments to the CONSULTANT and to otherwise determine contract compliance for the purpose of approving fee requests and determining the PROJECT costs. The CITY is relying on the skill, care, experience, diligence and professional expertise of the CONSULTANT to perform the required work with the degree of care and skill ordinarily used by members of the CONSULTANT profession in this locality.

**PART SIX**

**ADDITIONAL TERMS**

6.1 **Effective Date**
This Contract shall be effective on the date of its execution by the Mayor.

6.2 **Assignment**
The CITY and the CONSULTANT each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

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

CITY OF FAIRHOPE

BY: ______________________________ ATTEST: ______________________________

TIMOTHY M. KANT LISA A. HANKS
MAYOR CITY CLERK

CONSULTANT SIGNATURE

IF NOT A CORPORATION

BY: ______________________________ ATTEST: ______________________________

(CONSULTANT SIGNATURE)

IF A CORPORATION

(CORPORATION NAME)

BY: ______________________________ Attest: ______________________________
As Its ___________________________ As Its ______________________________
NOTARY FOR THE CITY OF FAIRHOPE:

STATE OF ALABAMA ]

COUNTY OF BALDWIN ]

I, ____________________________, a Notary Public in and for said State and County, hereby certify that Timothy M. Kant and Lisa A. Hanks, whose names as Mayor and City Clerk, respectively, of the City of Fairhope, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.
Given under my hand and notarial seal on this the ___ day of ____________ 20__.

NOTARY PUBLIC __________________________________
My Commission Expires _____/_____/_____

NOTARY FOR CONSULTANT:

STATE OF _____________]

COUNTY OF _____________]

I, ____________________________, a Notary Public in and for said State and County, hereby certify that __________________________ and __________________________, whose names as __________________________ and __________________________, whose names as __________________________ and __________________________ (Title) (Title) respectively, of __________________________ (Corporation)
are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.
Given under my hand and notarial seal on this the ___ day of ____________ 20__.

NOTARY PUBLIC _______________________________________
My Commission Expires _____/_____/______
EXHIBIT “A”

(insert “Fee Schedule”)