

CITY OF FAIRHOPE
BID ADVERTISEMENT

March 25, 2011

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. April 8, 2011 and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 016-11, FAIRHOPE SKATE PARK PLAZA UPGRADE

Questions or comments pertaining to this bid 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, fax number: 251-990-0125, Seventy Two (72) hours prior to the bid opening or will be forever waived.

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

THERE WILL BE NO 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: 3-25-2011

CONTRACT DOCUMENTS

BID FORM AND SPECIFICATIONS

**Fairhope Recreation Center
FAIRHOPE SKATE PARK PLAZA UPGRADE
PROJECT NO. PW004-11**

FAIRHOPE CITY COUNCIL

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

Set Number _____

Bid Posted: 03-25-2011

TABLE OF CONTENTS

Invitation And Instruction To Bidders.....	I
Bid Form.....	II
Bonds.....	III
Insurance.....	IV
Contract.....	V
Scope Of Work.....	VI
Standard Terms and Conditions.....	VII

ITEM I

INVITATION AND INSTRUCTIONS TO BIDDERS

1.00 BID INVITATION

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

1.01 PROJECT NAME: FAIRHOPE SKATE PARK PLAZA UPGRADE
PROJECT LOCATION: 701 Volanta Ave., Fairhope, Al.
PROJECT NUMBER: PW-004-11

1.02 SUMMARY:

Renovate gym floor as detailed in the attached Scope of Work.

1.03 BID DEADLINE

Bids will be received until 2:00 p.m. local time, Friday, April 8, 2011, at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

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

1.05 INQUIRIES

Questions or comments pertaining to this bid 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, fax number: 251-990-0125, Seventy Two (72) hours prior to the bid opening or will be forever waived.

1.06 SITE EXAMINATION

There will be no Pre-bid conference.

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

Contractor must be properly licensed to perform the work as outlined in the Scope of Work.

Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Where required by State Law, State Contractor's license is required.

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

1.07 BID SECURITY

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

1.08 PERFORMANCE ASSURANCE AND INSURANCE

The bidder to whom award is made shall provide a Performance Bond equal to 100% of the Contract Amount and a Labor and Material Bond equal to 50% of the contract amount. The accepted Bidder shall also provide insurance as required in section 1.20.

1.09 DURATION OF OFFER

Bids may be withdrawn in written or telegraphic request received from bidder prior to the time fixed for opening.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City Council of the City of Fairhope.

1.10 EQUAL OPPORTUNITY

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

1.11 BID SUBMISSION AND PREPARATION

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

Submit one copy of the executed offer on the Bid Form provided, signed, and with the required Bid Security. The bid shall be enclosed in a sealed opaque envelope approximately 9x12 inches or larger, clearly identified on the outside as a **SEALED BID** with **PROJECT NAME, PROJECT NUMBER, OWNER'S NAME AND ADDRESS, BIDDER'S NAME AND ADDRESS, BIDDER'S CONTRACTOR'S LICENSE NUMBER.**

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

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

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

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

Each project will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same.

Alternate bids will not be considered unless requested.

1.12 BID INELIGIBILITY

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

1.13 CONTRACT TIME

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

1.14 CONSTRUCTION DOCUMENT IDENTIFICATION

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

Bidders shall use complete sets of Construction Documents in preparing their Bids. The City of Fairhope will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.

1.15 INQUIRIES/ADDENDA

Direct questions to the Purchasing Manager.

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX to all plan holders on records. It is the responsibility of the bidder to verify that all addenda have been received.

1.16 BID ACCEPTANCE

Bid with lowest Total Bid amount from a responsive and responsible bidder may be accepted if within the Contract Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the City shall be the accepted bid. Alternates shall be

awarded in the order in which they are listed on the Bid Form.

1.17 BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The City reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.

1.18 ERRORS IN BIDS

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk. In case of error, in the extension of prices, the unit price will govern.

1.19 CONTRACT AND BOND

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

1.20 INSURANCE REQUIREMENTS

1. Awarded bidder, at its sole expense, shall obtain and maintain in full force the following insurance to protect the awarded bidder and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded bidder.

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

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

4. Worker's Compensation and Employers Liability

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

otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.23 PROSECUTION OF WORK

The Contractor shall commence work within five (5) days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory

level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

ITEM II

BID FORM

Date: _____

Bid No. 016-11

FAIRHOPE SKATE PARK PLAZA UPGRADE

PROJECT NO. PW-004-11

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

The owner agrees to provide the following materials: NONE

Base Bid \$ _____

Allowance \$ none

Total Bid \$ _____

Bid Response Details:

Quantity	Description	Dimensions	Unit Price	Total Price
2 Ea.	Concrete skate bench	72"x24"x18"	\$_____	\$_____
1 Ea.	China Bank	102"x56"x37"	\$_____	\$_____
1 Ea.	Round Manual Pad (Skittle Pad)	90"x90"x12"	\$_____	\$_____
1 Ea.	Square Grindrail	96"x2"x12"	\$_____	\$_____
1 Ea.	Round Grindrail	96"x2"x12"	\$_____	\$_____
1 Ea.	Hump Grindbox/ Manual Pad (Dragon Back)	120"x48"x18"	\$_____	\$_____
	Detail Total			\$_____

The contractor agrees to complete all the work within Fourteen (14) working days from date given in the *Notice to Proceed* (NTP) unless other arrangements are approved by the Project Manager.

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

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

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

Company _____

State of Incorporation _____

Company Representative _____
(Signature)

Title _____

Company Representative _____
(print)

Company Address _____

Phone _____

Fax _____

Federal ID Number _____

Foreign Vendor Alabama Registration Number, if applicable _____

Alabama State Contractor's License Number, if applicable _____

THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ } ss:

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

_____, as _____
(Type name of bid signer here) (Type bid signers Title here)

respectively, of _____
(Type company name here)

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

Given under my hand and Notaries Seal on this _____ day of _____, 2010.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

END OF BID RESPONSE FORM

ITEM III

PERFORMANCE BOND

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

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

_____ hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope. hereinafter called the Owner in the sum of _____ Dollars

(\$ _____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a contract with the Owner for: **PW-004-11, FAIRHOPE SKATE PARK PLAZA UPGRADE** which agreement is by reference made a part hereof,

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

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

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

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

(Company Name of Contractor)

ATTEST: _____

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

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

BY: _____
(Surety Sign Here)

(Witness)

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

BY: _____
(Surety Sign Here)

WITNESS:

LABOR AND MATERIALS BOND

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

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated
_____ 20 _____. (Hereinafter called the Contract) for **PW-004-11,**
FAIRHOPE SKATE PARK PLAZA UPGRADE which Contract and the Specifications for
said work shall be deemed a part hereof as fully as if set out herein.

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

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

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

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

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

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

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

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

(Company Name of Contractor)

ATTEST: _____

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

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

BY: _____
(Surety Sign Here)

(Witness)

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

BY: _____
(Surety Sign Here)

WITNESS:

ITEM IV

CERTIFICATE OF CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE

FORM FOR CERTIFICATE OF CONTRACTORS AND SUBCONTRACTORS INSURANCE
TO THE CITY OF FAIRHOPE, 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) (one person)	(aggregate) (one accident)
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(b) Contractor's Public Liability:

1. Bodily Injury:

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

2. Property Damage:

(each accident)	(aggregate)
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(c) Automobile (Motor Vehicle):

ITEM V

CONTRACT

This **CONTRACT** is made this _____ day of _____, by and between the City of Fairhope (hereinafter "**OWNER**") and _____ (hereinafter "**CONTRACTOR**"), on the **PROJECT: PW-004-11, FAIRHOPE SKATE PARK PLAZA UPGRADE**

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.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within five (5) days of the date specified in a *Notice to Proceed* (NTP) to be issued to the Contractor by the Owner, or its authorized representative. The work shall be completed, subject to authorized adjustments, within Fourteen (14) working days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of \$200 per working day.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____ (\$ _____) as per "**Scope of Work**" attached. This represents a **LUMP SUM** payment for performance of the **WORK**, which payment shall be issued after the contract is fully performed and the **OWNER** has inspected the **WORK**. Upon completion of the work, the **OWNER** will cause notice of final completion of the **CONTRACT** to be published one (1) time in a newspaper of general circulation, published in **BALDWIN COUNTY** and shall post notice of final completion on its bulletin board for one (1) week, and the **CONTRACTOR** shall certify under oath that all bills

have been paid in full. The parties may complete final settlement any time after the notice has been posted for an entire week.

5. The **CONTRACTOR** shall not commence work under this **CONTRACT** until it has purchased **INSURANCE** for protection from any and all claims that may arise out of or result from the **CONTRACTOR'S** operations under the **CONTRACT**. The **CONTRACTOR** shall maintain the required insurance in the minimum amounts as described in Item IV.

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

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

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

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

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

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

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

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

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

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

16. The **CONTRACTOR** shall be responsible for initiating, maintaining and

supervising all safety precautions and programs in connection with the **WORK**. The **CONTRACTOR** shall perform the **WORK** in a manner that allows the **OWNER** to the maximum extent possible to continue its daily operations on the premises.

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

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

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

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

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:(to Mayor)

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

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

ATTEST:(to Contractor)

(Name of Contractor)

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

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

NOTARY FOR THE CONTRATOR
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: _____

Notary for the City of Fairhope

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that TIMOTHY M. KANT as Mayor of the City of Fairhope 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 Notaries Seal on this _____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ITEM VI

SCOPE OF WORK

**Project No. PW004-11
FAIRHOPE SKATE PARK PLAZA UPGRADE
701 Volanta Avenue, Fairhope, Al**

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

SCOPE:

The City of Fairhope proposes to award a contract to upgrade the Fairhope Skate Park Plaza facility. The objective of this contract is to provide and install the specified equipment at the skate park plaza. Please see EXHIBIT A for placement, EXIBIT B for description and quantity.

The contractor is to work with the Director of Parks and Recreation, or his assignee, on day to day aspects of the contract, to ensure proper performance of service.

The Contractor shall furnish all labor, materials, supplies, supervision, equipment and other items or services necessary to perform the work as defined in these specifications to the satisfaction of the City of Fairhope. The Contractor must comply with all applicable Federal and State labor wage and hour, safety and associated laws which have a bearing on the services provided.

SPECIFICATIONS:

GENERAL REQUIREMENTS

1.0 QUALITY REQUIRMENTS

- 1.0.1 Precast concrete units shall be designed and fabricated by an experienced and acceptable precast concrete manufacturer. The manufacturer shall have been regularly and continuously engaged in the manufacture of precast concrete units similar to that indicated in the project specifications or drawings for at least 5 years and must have completed a minimum of ten (10) such projects.
- 1.0.2 Manufacturer must carry insurance as stated above.
- 1.0.3 Manufacturer shall warranty equipment for a minimum of five (5) years.
- 1.04 Equipment shall be produced in accordance with PCI Quality Control Manual prior to and during production of products for the project.
- 1.05 The precast concrete producer shall retain and submit to OWNER, documentation demonstrating compliance with the below subparagraphs:
 - 1.05.1 A slump test shall be performed for each 150 cu yd of concrete produced per mix design, or once a day, whichever comes first.
 - 1.05.2 At least four compressive strength specimens shall be made for each 150 cubic yards of concrete of each mix design.
 - 1.05.3 Tests for air content shall be made on air-entrained, wet-cast concrete for each 150 cu yd of concrete, per mix design, but not less often than once each day when air-entrained concrete is used.
 - 1.05.4 Tests for density (unit weight) shall be performed a minimum of once per week to verify the yield of batch mixes.

CONCRETE

2.0 PRECAST CONCRETE

2.0.1

Construction

- Type III Portland Cement
- Accelerators containing calcium chloride shall not be used in precast concrete containing reinforcing steel or other embedded metal items.
- Max ¾" aggregate
 - Aggregates shall not contain any substance which may be deleteriously reactive with the alkalis in the cement.
- Precision molds: Precast concrete units shall not be removed from the forms until the concrete reaches the compressive strength for stripping required by the design
 - Up-side-down
 - Consolidation: Mechanically vibrated
 - 2-sided engineered molds filled with SCC
 - Consolidation: Efforts are often not required when using self-consolidating concrete.
- Pre-cast indoors off-site at least two weeks prior to installation
- Cured in temperature and humidity controlled environment

2.0.2

Characteristics

Compressive strength, ASTM C109	<i>28 days</i>	65 MPa (9400 PSI)
Indirect traction strength, ASTM C496	<i>28 days</i>	4,4 MPa
Flexural strength, ASTM C78	<i>28 days</i>	8,2 MPa
Elasticity module, ASTM C469	<i>6 days</i>	34,6 GPa
Poisson's Ration, ASTM C469	<i>6 days</i>	0,237 (n)
Linear shrinkage, ASTM C157	<i>55 days</i>	-0,039 %
Water absorption, ASTM C642	<i>28 days</i>	6,2 %
Bulk Porosity, ASTM C642	<i>28 days</i>	13,8 %
Spacing for Air Bubbles, ASTM C457	-	249 mm
Resistance to scaling, ASTM C671 :		
Loss :	<i>56 cycles</i>	0,03 kg/m ²
Visual Evaluation :	<i>56 cycles</i>	1 - A
Resistance to freezing & Thawing cycles, ASTM C666 :		
Durability Factor :	<i>373 cycles</i>	108%
Mass Variation :	<i>373 cycles</i>	99,8 %
Prisms Expansion :	<i>373 cycles</i>	0,015 %

- Slump and Slump-flow
 - 2-3" for concrete used in up-side-down molds
 - 28" for SCC concrete used in two-sided molds
 - Self-consolidating concrete shall be placed in a manner in which it flows and consolidates without segregation or air entrapment.
- Air Entrainment shall follow chart below:

Nominal Maximum Aggregate Size (in)	Air Content %	
	Severe Exposure	Moderate Exposure
3/8	6.0 to 9.0	4.5 to 7.5
½	5.5 to 8.5	4.0 to 7.0
¾	4.5 to 7.5	3.5 to 6.5

* For specified compressive strengths greater than 5000 psi, air content may be reduced 1%

- 2.0.3 Reinforcing
- #4 rebar steel reinforcing @ 16" o.c. grid steel reinforcing
 - ¼" and 1/8" welded wire mesh (WWM) steel reinforcing @ 6" o.c. grid
 - Synthetic Macro Fiber reinforcement (optional)
 - Minimum cover for all reinforcing shall be 1-1/2"
 - Reinforcing shall be positioned as specified by the design and so that the concrete cover conforms to requirements.
 - Cages of reinforcement shall be fabricated either by tying the bars, wires or welded wire reinforcement into rigid assemblies or by welding, where permissible, in accordance with AWS D1.4
 - Positive means shall be taken to assure that the reinforcement does not move significantly during the casting operations.
- 2.0.4 Finishing
- Surfaces
 - Radii shall not vary more than ¼" over the stated dimension.
 - Joints shall be hand finished with non-shrinking cementitious grout
- 2.0.5 Steel
- Shall be either Grade 304 stainless steel or galvanized steel anchored at 12" o.c. with steel studs. Galvanized steel shall be used because its sliding characteristics outperform stainless steel
 - Round Coping
 - 2-3/8" OD pipe with seams and end caps welded and ground smooth as required
 - Square Coping
 - 2"x2"x1/8" thick with seams welded and ground smooth as required
 - 2"x6"x1/8" thick plate optional
 - BMX Plate
 - 6"x1/8" welded behind the coping (optional)
 - Grind Rails
 - Rectangular – 6"x2"x1/8" thickness
 - Round – 2" diameter Schedule 40
 - Square – 2"x2"x1/8"
 - Ends shall be capped and ground smooth
 - 2" diameter steel tube supports shall be cast into the concrete during pouring or anchored using stud-style interlocking wedge anchors.
- 2.0.6 The drawings for standard precast concrete units shall be shop drawings furnished by the precast concrete producer for approval by the customer. Installation and construction information shall be included on shop drawings. The precast concrete units shall be produced in accordance with the approved drawings.
- 2.0.7 Upon request, the precast concrete producer shall supply copies of material certifications and/or laboratory test reports, including mill tests and all other test data, for portland cement, silica fume, aggregate, and admixtures for use on this project.

STANDARDS:

All work shall comply with the following standards:

- PCI (Precast/Prestressed Concrete Institute)
- NPCA (National Precast Concrete Association)
- CRSI (Concrete Reinforcing Steel Institute)
- ACI (American Concrete Institute)
- ASTM (American Standards and Testing Methods)

- AWS (American Welding Society)

REFERENCES

Where applicable, the latest editions of the following standards shall form a part of this specification to the extent referenced. The publications are referenced to in the text of this guide specification by the basic designation only.

ACI INTERNATIONAL (ACI)

ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 304R	Guide for Measuring, Mixing, Transporting, and Placing Concrete
ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 309R	Consolidation of Concrete
ACI 318	Building Code Requirements for Structural Concrete

ASTM INTERNATIONAL (ASTM)

ASTM A1011	Specification for Carbon Structural Steel
ASTM A 82	Specification for Steel Wire, Plain, for Concrete Reinforcement
ASTM A 185	Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
ASTM C 33	Specification for Concrete Aggregates
ASTM C 39	Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C 40	Test Method for Organic Impurities in Fine Aggregates for Concrete
ASTM C 70	Standard Test Method for Surface Moisture in Fine Aggregate
ASTM C 94	Specification for Ready-Mixed Concrete

ASTM C 117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 125	Standard Terminology Relating to Concrete and Concrete Aggregates
ASTM C 136	Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C 138	Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C 143	Test Method for Slump of Hydraulic Cement Concrete
ASTM C 150	Specification for Portland Cement
ASTM C 172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C 173	Test Method for Air Content of Freshly Mixed Concrete by Volumetric Method
ASTM C 192	Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 231	Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	Specification for Air-Entraining Admixtures for Concrete
ASTM C 494	Standard Specification for Chemical Admixtures for Concrete
ASTM C 566	Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM C 617	Standard Practice for Capping Cylindrical Concrete Specimens
ASTM C 618	Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM C 666	Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C 685	Specification for Concrete Made by Volumetric Batching and Continuous Mixing

ASTM C 805	Test Method for Rebound Number of Hardened Concrete
ASTM C 825	Specification for Precast Concrete Barriers
ASTM C 979	Specification for Pigments for Integrally Colored Concrete
ASTM C 1064	Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete
ASTM C 1107	Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
ASTM C 1231	Standard Practice for Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
ASTM C 1240	Standard Specification for Use of Silica Fume for Use as a Mineral Admixture in Hydraulic-Cement Concrete, Mortar, and Grout
ASTM C 1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C 1293	Standard Test Method for Determination of Length Change of Concrete Due to Alkali-Silica Reaction
ASTM C 1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM C 1603	Standard Test Method for Measurement of Solids in Water
ASTM C 1611	Standard Test Method for Slump Flow of Self-Consolidating Concrete

AMERICAN WELDING SOCIETY (AWS)

AWS D 1.1	Structural Welding Code – Steel
AWS D 1.4	Structural Welding Code - Reinforcing Steel

CONCRETE REINFORCING STEEL INSTITUTE (CRSI)

Manual of Standard Practice

Placing Reinforcing Bars

NATIONAL PRECAST CONCRETE ASSOCIATION (NPCA)

NPCA QC Manual

Quality Control Manual for Precast Concrete Plants

PRECAST/PRESTRESSED CONCRETE INSTITUTE (PCI)

MNL-120

PCI Design Handbook

END OF SCOPE OF WORK AND SPECIFICATONS

VII
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 [.cofairhope.com](http://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 waive 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
[://www.sos.state.al.us/index.aspx](http://www.sos.state.al.us/index.aspx)

The Foreign Corporation form is online at [://www.sos.state.al.us/downloads/dl1.cfm](http://www.sos.state.al.us/downloads/dl1.cfm).

COST OF REMEDYING DEFECTS

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

DELIVERY OF BID

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

DELIVERY

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

ENVIRONMENTAL REQUIREMENTS

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

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

EQUIPMENT DEMONSTRATION

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

EQUIPMENT ELECTRICAL CERTIFICATION

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

ERRORS IN BID

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

FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

HAZARDOUS AND TOXIC SUBSTANCES

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

INDEMNITY

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on

appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

INSPECTION

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

INSPECTION OF PREMISES

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

INVITATION TO BID

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

INVOICING, DELIVERY, PACKAGING

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will

be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

LABELING

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

LOSS OR DAMAGE IN TRANSIT

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

MANDATORY SITE VISIT

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

MONITORING OF SERVICES

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

NONCONFORMING MERCHANDISE

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

NON-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 guaranties 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 MEASURESThe 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: 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

EXHIBIT A

FAIRHOPE, AL – SKATEPARK ADDITIONS

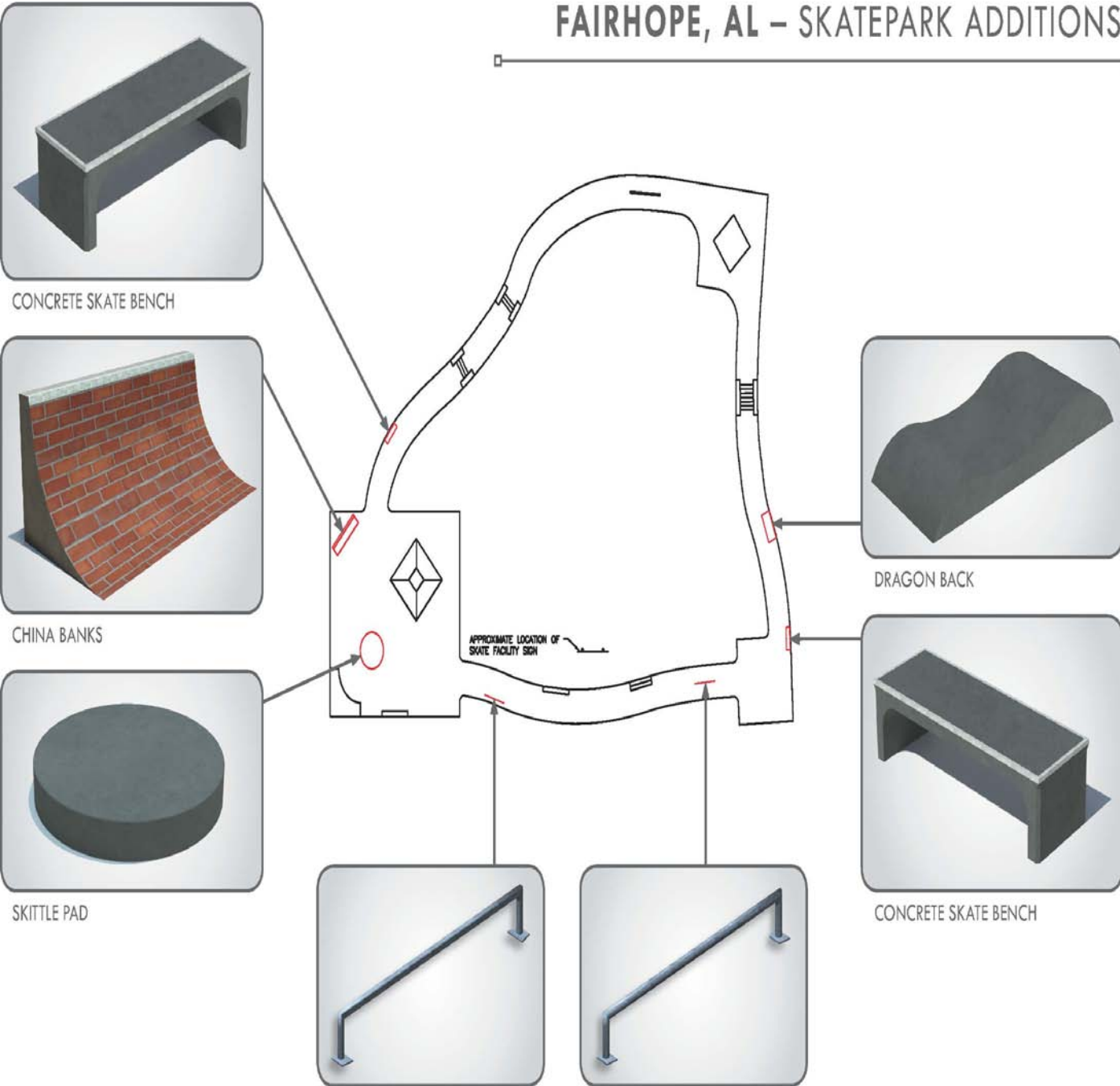


EXHIBIT B

Quantity and Dimensions

2 Ea.	Concrete skate bench	72"x24"x18"
1 Ea.	China Bank	102"x56"x37"
1 Ea.	Round Manual Pad (Skittle Pad)	90"x90"x12"
1 Ea.	Square Grindrail	96"x2"x12"
1 Ea.	Round Grindrail	96"x2"x12"
1 Ea.	Hump Grindbox/ Manual Pad (Dragon Back)	120"x48"x18"

EXHIBIT C

Square Grindrail and Round Grindrail

