

# CITY OF FAIRHOPE RFQ INVITATION

JANUARY 28, 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. February 11, 2011, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:**

## **PS004-11 PROFESSIONAL CONSULTING SERVICES FOR GOLF COURSE GROUNDS MAINTENANCE**

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

All proposals must be on blank forms provided in the Proposal Documents.

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 Bidder’s Name and Address.** Each proposal must be in a separate envelope. Proposals made out in pencil will not be accepted.

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: 1-28-2011

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
PROFESSIONAL CONSULTING SERVICES FOR GOLF  
COURSE GROUNDS MAINTENANCE  
FOR  
THE CITY OF FAIRHOPE  
GOLF DEPARTMENT**

**RFQ NO. PS004-11  
PROJECT NO.: GOLF 001-11  
PROJECT NAME: QUAIL CREEK GOLF COURSE  
GROUNDS MAINTENANCE**

**MAYOR  
Timothy M. Kant, Mayor  
FAIRHOPE CITY COUNCIL  
Lonnie L. Mixon, Council President**

**CITY OF FAIRHOPE  
REQUEST FOR QUALIFICATIONS (RFQ)**

Professional consulting services for golf course grounds maintenance for the City of Fairhope's Quail Creek Golf Course,

**Background**

The City of Fairhope, Al is located in Baldwin County Al., on the shore of Mobile Bay. The City of Fairhope owns operates and maintains the 18 hole, Quail Creek Golf Course.

**Purpose**

The Request for Qualifications (RFQ) is issued as contained in this document. The City of Fairhope, Alabama (City) is soliciting written proposals from professional golf course grounds maintenance firms interested in providing professional golf course grounds maintenance consulting services for the Quail Creek Golf Course. The City also reserves the right to select more than one professional golf course grounds maintenance-consulting firm. Attached to the back of this RFP is a sample agreement that the successful proposers will be requested to execute.

**Location / Layout**

City of Fairhope Quail Creek Golf Course is an 18-Hole Championship Golf Course with clubhouse, maintenance facility, cart barn, practice-driving range, and three (3) practice putting greens. The golf course is adjacent to Quail Creek Estates subdivision. The entrance to Quail Creek is located south and east of County Road 34 and Hwy #181. The "Taste of New Orleans" grill/restaurant inside the clubhouse and the Golf Shop Operations are not a part of the scope of work.

Physical address is:

19841 Quail Creek Drive - Fairhope, AL 36532-4840 Fairhope, Alabama 36532.

**Scope of Work**

The City of Fairhope is seeking an experienced consultant who will provide the professional services required to advise and act as an independent agronomy consultant for Quail Creek Golf Course. The City of Fairhope is requesting qualified consultants to submit proposals including a pricing schedule and a summary of qualifications for providing golf course maintenance consulting services according to the City's specifications and all other terms and conditions, herein.

The overall objectives and goals of this agreement are to assist The City of Fairhope, the Director of Golf and the Quail Creek Maintenance Staff with a comprehensive golf course program and including daily operations for the Quail Creek's successful management. Duties of the Consultant are to identify and resolve issues which may affect the playability of the Golf Course and/or future ability of the City of Fairhope to establish and maintain turf grass in the best condition possible within the resources available. The Consultant shall include a review of current practices and procedures; the assessment of agronomic issues of the turf grass AND every issue of the golf course maintenance department. The Consultant's "Recommended Program" must comply with the established golf course budget, as approved by the Fairhope City Council.

Issues and considerations to review include: The physical aspects of the course, greens, tees, fairways, roughs, bunkers, cart paths, irrigation system, water pump, lakes and streams. Practices should include taking soil samples and testing; cultural and fertility practices used to take care of all greens and turfed areas.

The City of Fairhope requests the Consultant to provide a course site visit and review of all of the above issues and provide a prioritized list of recommended improvements to the Director of Golf. The recommended improvements and operational procedures to implement shall be known as the “Recommended Program” for the Quail Creek Golf Course.

The Consultant’s “Recommended Program” and daily operational procedures, shall include weekly work schedules that specify the daily work to be done in the following cultural practices: aerification, spiking, top dressing, vertical mowing, rolling of greens, fertility applications, corrective maintenance, frequency of irrigation; syringing techniques; care of Poa-Tivialis; care of certified Tif-Dwarf Bermuda on the golf greens and practice greens; care of 419 Bermuda on fairways and roughs; turf density; green speed; playability needs; cup changing; root monitoring; thatch; wetting agents; over seeding; inter-seeding; weed control and prevention; disease; insect control; mowing practices, mowing techniques and frequency of mowing; pesticides to use; herbicides; insecticides and fungicides. All work schedules to be approved by the Director of Golf, or his designee, before execution.

Bunker care shall be part of this “Recommended Program” and should include review and insight to daily care; raking frequency; techniques used, equipment used; weeding and lip maintenance; long term care; edging, sand distribution, drainage issues, management standards, planning and correct sand sieve to be implemented.

The “Recommended Program” shall give consideration to all paved and un-paved cart paths, their daily care, and long-term care and shall include tree root management.

The irrigation system shall be inspected and managed for daily care, sprinkler adjustments, adding or removing heads, daily operational standards, planning and observing adequate water coverage to needed areas.

The Consultant shall inspect the maintenance equipment and provide expertise into equipment needs, repairs and preventative maintenance. The Clubhouse Grounds are considered part of cultural practice. The Consultant shall advise as to turf standards, planning and maintain quality visual landscaping practices for the clubhouse to include the surrounding grounds of the maintenance barn and cart barn.

It is considered part of the duties of the Consultant to provide an analysis of the existing conditions of the golf course, development of the grounds maintenance program, implementation of the program, monitoring the progress of the program and to recommend adjustments to the ongoing program.

The Consultant shall provide a reporting process and shall report to the City of Fairhope, through the Director of Golf, or his designee, all information as necessary and in a timely manner sufficient to properly maintain the course to it’s highest level of play and to standard golf course operating practices. The Consultant shall participate in periodic site inspections and consultation meetings at the local level and with representatives of the City of Fairhope. On each visit the Consultant shall meet with the Director of Golf and/or Quail Creek Staff members whom serve in a Supervisor capacity and review the status of the “Recommended Program”. The Consultant shall review all methods and techniques to insure they meet agronomy specifications and applicable golf course standards for agronomy as defined in this “Scope of Work” herein. The Consultant is responsible, between visits, to assist in the smooth flow of information and decision-making relative to the timely and efficient completion of “Recommended Program” issues and tasks and for the timely and efficient completion of maintenance operations. Reporting media may be in the form of a typed report; electronic mail (e-mail, .pdf format.) There will be a mutually agreed expedient schedule for this work.

## 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 specific projects. Interviews or discussions may be required during evaluation of technical proposals.
2. A committee of six (6) consisting of the of the Mayor, City Administrator, Purchasing Manager, Electric Superintendent, and one (1) member of City Council, and the Director of Golf, will evaluate and rank the design professionals the committee feels are most qualified to provide the required service(s).
3. Once City Council approves the selection, the City shall then negotiate a contract with the firm ranked by the City as most qualified.
4. Should the City not be able to negotiate a contract with the firm ranked most qualified then the City shall terminate the negotiations and enter into negotiations with the next most qualified firm. This negotiation process may continue and be repeated until the City 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.
7. Upon final RFQ submittal and review by the City of Fairhope, the Fairhope City Council will award the contract.

## 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 projects for which the firm is requesting consideration. List projects or professional positions held of similar nature to scope of work, include references. It shall be vitally important to highlight any and all projects the firm has managed relating specifically to golf course / turf management.
- 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), a 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 or related turf grass positions in which each individual has been involved. Include reference contact information.
  - b) Key personnel are defined as professionals, heavily experienced in golf course grounds maintenance, and any other applicable experience related to projects of this nature. The

focus should be to highlight those personnel with expertise in golf course grounds maintenance.

- 5) Number and composition of staff that is readily available for City of Fairhope project, including a table of organization by name to key personnel. Composition of staff should be broken into professional, and technical. Description of the firm's ability to generally respond to the City's project needs.
- 6) 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.
- 7) A statement detailing the firm's Quality Assurance Program.
- 8) 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. 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, February 11, 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](mailto: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 GOLF COURSE GROUNDS MAINTENANCE

| Proposal Evaluation Form |  |        |   |        |       |
|--------------------------|--|--------|---|--------|-------|
| Project:                 | PROJECT NO.: GOLF 001-11   |        |   |        |       |
| Qual. Req.:              |  |        |   |        |       |
| Evaluator:               |  |        |   |        |       |
| Date:                    |  |        |   |        |       |
| Category                 | Criteria   | Rating | x | Weight | Score |
| Technical Approach       | Understanding of Project and Basic Scope of Services                           |        |   | 5      | 0     |
|                          | Additions or Deletions to the Basic Scope of Services                          |        |   | 3      | 0     |
|                          | Understanding of Unique Conditions of the Project                              |        |   | 3      | 0     |
|                          | Technical Approach to the Project  |        |   | 4      | 0     |
|                          | Project Schedule   |        |   | 3      | 0     |
|                          | Key Equipment or Resources that Assists in Performance of Work                 |        |   | 2      | 0     |
|                          | SUBTOTAL OF POINTS   |        |   |        |       |
| Project Team             | Consultant's and Sub consultants' Experience on Similar Projects               |        |   | 5      | 0     |
|                          | Working Relationship within Project Team (Consultant and Sub consultants)      |        |   | 3      | 0     |
|                          | Project Manager's Experience on Similar Projects                               |        |   | 4      | 0     |
|                          | Key Task Managers' Experience on Similar Projects                              |        |   | 5      | 0     |
|                          | Location of Key Staff Members (Consultant and Subconsultants)                  |        |   | 4      | 0     |
|                          | SUBTOTAL OF POINTS   |        |   |        |       |
| Past Performance         | Quality of Consultant's/Sub consultants' Past Work (Similar Size and/or Scope) |        |   | 5      | 0     |
|                          | Consultant's/Sub consultant's Ability to Meet Project Schedule                 |        |   | 4      | 0     |
|                          | Project Manager's Ability to Coordinate Project                                |        |   | 4      | 0     |
|                          | Consultant's/Sub consultant's Success in Controlling Project Costs             |        |   | 5      | 0     |
|                          | Consultant's/Project Manager's Ability to Communicate Effectively with Agency  |        |   | 5      | 0     |
|                          | SUBTOTAL OF POINTS   |        |   |        |       |
|                          | TOTAL POINTS   |        |   |        | 0     |

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**

**PROFESSIONAL CONSULTANTING SERVICES FOR  
GOLF COURSE GROUNDS MAINTENANCE  
FOR**

**THE CITY OF FAIRHOPE  
GOLF DEPARTMENT**

**RFQ NO. PS004-11**

**PROJECT NO. GOLF001-11**

**PROJECT NAME: QUAIL CREEK GOLF COURSE  
GROUNDS MAINTENANCE**

**MAYOR**

**Timothy M. Kant, Mayor**

**FAIRHOPE CITY COUNCIL**

**Lonnie L. Mixon, Council President**

**Set No. \_\_\_\_\_**

**PROFESSIONAL CONSULTANTING SERVICES FOR GOLF COURSE GROUNDS MAINTENANCE**

**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:

**1.0 DEFINITIONS:**

The following terms shall have the following meanings:

|                        |   |
|------------------------|---|
| <b><u>COUNTY:</u></b>  | Baldwin County, Alabama                     |
| <b><u>CITY:</u></b>    | Fairhope, Alabama                           |
| <b><u>PROJECT:</u></b> | Quail Creek Golf Course Grounds Maintenance |

**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 NUMBER: PROJECT NO. GOLF001-11**  
**PROJECT NAME: QUAIL CREEKGOLF COURSE GOUNDS MAINTENANCE**

**PROJECT INFORMATION: Professional consulting services for golf course grounds maintenance for the City of Fairhope’s Quail Creek Golf Course,**

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 including all EPA and ADEM requirements.

**PART TWO**

**PROJECT SCOPE**

2.0 Testing water quality for meeting EPA and ADEM mandated regulations, during the current calendar year.

- 2.1 **CONSULTANT** shall provide, but not limited to, Volatile Organic Compounds (VOC's), Synthetic Organic Compounds (SOC's), Inorganic Compounds (IOC's), and radiological testing.
- 2.2 **CONSULTANT** shall provide all mandated reports to the City and requesting agencies in a timely manner sufficient to meet all agency reporting deadlines.
- 2.3 The reporting media shall be US Postal Service and electronic mail (e-mail, pdf format).

### PART THREE

#### PAYMENT

- 3.0. The **CITY** agrees to pay the **CONSULTANT** as compensation for such professional services in accordance with the rates as indicated on Exhibit "A" attached to this document.
- 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 other than under the provisions of Paragraph D hereunder, 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.

### PART FOUR

#### INDEMNIFICATION AND INSURANCE

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.

**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**

Part One: Statutory Benefits as required by the State of Alabama  
 Part Two: Employers Liability \$1,000,000 Each Accident  
 \$1,000,000 Each Employee  
 \$1,000,000 Policy Limit

**(b) Commercial General Liability**

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

|  |             |
|--|-------------|
| Each Occurrence                        | \$1,000,000 |
| Personal and Advertising Injury        | \$1,000,000 |
| Products/completed Operation Aggregate | \$2,000,000 |
| General Aggregate                      | \$2,000,000 |

Coverage to include  
 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**.

|                     |             |
|---------------------|-------------|
| Limits of Liability |             |
| Each Claim          | \$1,000,000 |
| Aggregate           | \$1,000,000 |

**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**

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. It is not the intent nor is it the responsibility of the **CITY** to exercise independent water testing judgment or to verify the calculations, assumptions, and water testing judgment employed by the **CONSULTANT**.

**PART SIX**

- 6.0. This Contract shall be effective on the date of its execution.
- 6.1. 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:**

**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 CORPORATE CONSULTANT:**

**STATE OF \_\_\_\_\_ ]**

**COUNTY OF \_\_\_\_\_ ]**

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that \_\_\_\_\_ 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 rates pay schedule)**