

**CONTRACT DOCUMENTS
BID FORM AND SPECIFICATIONS**

**BID NO.022-13 46KV TRANSMISSION AND 12KV
DISTRIBUTION LINES UPGRADE**

**PROJECT NO. E001-12 46KV RECONDUCTORING
AND SUBSTATION EXPANSION**

**FOR
ELECTRIC DEPARTMENT**

FAIRHOPE CITY COUNCIL

**Timothy M. Kant, Mayor
Jack Burrell, Council President**

Set No_____

Posted:_____

TABLE OF CONTENTS

Invitation and Instruction to Bidders.....	I
Proposal form.....	II
Bid Form.....	III
Bid Bond.....	IV
Performance Bond.....	V
Labor and Materials Bond.....	VI
Insurance.....	VII
Scope of Work.....	VIII
Standard Terms and Conditions.....	IX
Contract.....	X
Alabama Immigration Act Contract Requirements.....	XI

ADVERTISEMENT

June 7, 2013

Sealed proposals will be received by the City of Fairhope, in Baldwin County, Alabama, at the City of Fairhope offices located at 555 S. Section Street, Fairhope, Alabama, until 10:00 A.M. on Monday, July 8, 2013, 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 NO. 022-13, 46KV TRANSMISSION AND 12KV DISTRIBUTION LINES UPGRADE E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION

City of Fairhope will upgrade a portion of its 46KV Transmission and 12K distribution lines within the City of Fairhope. City of Fairhope will use a contractor to upgrade the transmission portion of the project and City of Fairhope will use its internal forces to upgrade the overhead and underground distribution portions. **120 working days** are allowed for the construction of the project.

Bid documents will be posted on the City of Fairhope website: www.cofairhope.com or a copy may be obtained by emailing the Purchasing Manager at: dan.ames@cofairhope.com. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, located at 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 A.M. and 4:00 P.M. local time.

Questions or comments pertaining to this bid must be presented in writing and sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames at: dan.ames@cofairhope.com, no later than Seventy-Two hours prior to the bid opening or will be forever waived.

All Bids must be on blank bid forms provided in the Bid documents. Bids shall be accompanied by a BID SECURITY equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. BID SECURITY shall be in the form of a Bid Bond signed by a Bonding company authorized to do business in the State of Alabama, or a Cashier's Check payable to the City of Fairhope.

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 **"Sealed Bid" with Bid Name, Bid Number, City of Fairhope's name and address, and the 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 portions thereof, and to waive informalities, and to furnish any item of material or work to change the amount of the **CONTRACT**, whichever is in the best interest of the City of Fairhope.

The **CONTRACTOR** must furnish to the City of Fairhope at the time of the signing of the **Contract**, a Certificate of Insurance coverage as provided in the contract documents which will include Comprehensive Insurance, **CONTRACTOR'S** Automobile, and where applicable, Owner's Protective Liability insurance, Subcontractor's Public Liability and Property Damage Insurance. The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident. See bid packet for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8, Title 34, of the Code of Alabama, 1975. In addition, the awarded vendor, if a non-resident of the State, and if a Corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license, or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of bids without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.cofairhope.com.

Daniel P Ames, Purchasing Manager
City of Fairhope
Posted 06-07-13

ITEM I

INVITATION AND INSTRUCTIONS TO BIDDERS

- 1.00 **BID INVITATION**
Notice is hereby given that the City of Fairhope will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.
- 1.01 **BID NO.** 022-13 46KV TRANSMISSION AND 12KV DISTRIBUTION LINES UPGRADE
PROJECT NO. E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION
- 1.02 **SUMMARY:**
Project summary as detailed in the attached Scope of Work.
- 1.03 **BID DEADLINE**
Bids will be received until 10:00 A.M. local time, Monday, July 8, 2013, at the City of Fairhope offices located at 555 S. Section Street, Fairhope, Alabama, and publicly opened shortly thereafter. If sending by USPS: P.O. Drawer 429, Fairhope, Al 36533.
- 1.04 **AVAILABILITY OF DOCUMENTS**
Bid documents may be obtained at the City of Fairhope offices located at 555 S. Section St., Fairhope, Alabama. One set of bid documents can be obtained free of charge. The bid packet is also available on the City of Fairhope website: www.cofairhope.com No bid documents will be distributed later than 24 hours prior to the scheduled bid opening.
- 1.05 **INQUIRIES**
Questions or comments pertaining to this bid must be presented in writing, and sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, at dan.ames@cofairhope.com, no less than Seventy-Two (72) hours prior to the bid opening, or will be forever waived.
- 1.06 **SITE EXAMINATION**
The work to be done is located on public right of ways and is available for viewing at any time by prospective bidders.

The City of Fairhope will not furnish any labor, 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 or (upon) bid being awarded. Where required by State law, State of Alabama 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 non-resident bidder's state awards contracts 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-residents bidder's state of domicile as to preferences granted by the 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 Cashier's Check payable to the City of Fairhope. No Bid Security is required on bid less than \$10,000.00.
- 1.08 **PERFORMANCE ASSURANCE AND INSURANCE**
The bidder to who award is made shall provide a Performance Bond equal to 100% (percent) of the Contract amount and a Labor and Materials Bond equal to 50% (percent) of the Contract amount. The accepted Bidder shall also provide insurance as required in ITEM VII.

- 1.09 **DURATION OF OFFER**
Bids may be withdrawn in written or telegraphic request received from the 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 bid 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 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, along 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 NUMBER, PROJECT NAME, OWNER'S NAME AND ADDRESS, BIDDER'S NAME AND ADDRESS, BIDDER'S LICENSE NUMBER.
- 1.11.1 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 suitable filled in.
- 1.11.2 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.
- 1.11.3 The Bid Form may have a Contingency Allowance listed. Add this amount to the Bid Base 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 Owner. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the Owner.
- 1.11.4 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 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 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 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.
- 1.11.5 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 Owner. The Owner 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 Bid Packet, 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 will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.
- 1.15 **INQUIRIES/ADDENDA**
Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, at dan.ames@cofairhope.com , seventy-two (72) hours prior to the bid opening or will be forever waived. Direct questions to the Purchasing Manager, Dan Ames.
- All Addenda are part of the Contract documents. Include resultant costs in the Bid. Addenda will be issued by email to all plan holders on record and posted on the City's website www.cofairhope.com. 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 owner 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 bid 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 for signature.
- 1.20 **COLLUSION**
If there is any reason for believing that collusion exists among the Bidders, any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City.
- 1.21 **SUBLETTING OR ASSIGNING OF CONTRACT**
Limitations: The contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portions 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 sub-contract 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.

- 1.21.1 Sub-contractor's Status: A Sub-contractor 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.
- 1.22 PROSECUTION OF WORK
THE Contractor shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.
- 1.22.1 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.
- 1.22.2 Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manger 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.
- 1.22.3 Should the Contract 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
PROPOSAL FORM**

Date: _____

Proposal of _____
(name of contractor)

Alabama License No. _____ of _____
(address)

for the performance of all work and the furnishing of labor and materials required by the Contract ITEMS, Specifications, and special provisions, for the public project designated as

Project No. E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION

The Specifications are attached hereto and specified and made a part hereof.

TO; The Mayor and Fairhope City Council, Fairhope, Al

Dear Sirs:

The following proposals made on behalf of _____
(name of contractor)

(hereinafter "**Contractor**") and no others. Evidence of **Contractor's** authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm or corporation.

I, _____ certify that the **Contractor** has carefully examined the plans for this project and the specifications hereto attached including any special provisions, and has also personally examined the site of the work. On the basis of the specifications and plans, the Contractor proposes to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material in the manner specified.

The **Contractor** further agrees to complete all the work in **120 working days**. The **Contractor** understands that the quantities below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the unit price quoted, subject to adjustments as specified in the contract documents.

The **Contractor** further proposes to perform all Force Account or Extra Work" that may be required of **Project No. E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION** on the basis provided in the specifications hereto attached, and to give such work the **Contractor's** personal attention in order to see that it is economically performed.

The **Contractor** further proposes to execute the attached Contract Agreement as soon as the work is awarded to the **Contractor** and to begin and complete the work within the respective limit provided for in the Specifications hereto attached.

The **Contractor** also proposes to furnish a Contract Performance Bond, approved by the **Owner** in an amount equal to the total amount of the bid. This Bond shall serve not only to guarantee the completion of the work on the Contactor's part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

INDIVIDUAL or PARTNERSHIP

(Name of Individual or Partnership)

(PRINT Name of Partner)

PRINT name of representative authorized to sign Bids
And Contracts for the company)

PRINT name of Partner)

(SIGNATURE of representative authorized to sign Bids
And Contracts for the company)

(Address)

(Address)

(Address)

Phone No. () _____ Fax No. _____

Primary e-mail _____

Alabama Contractor's License No. _____ Foreign Corp. _____
(if required) (home office not located in Alabama)

IF CORPORATION or LLC

Company _____ State of Incorporation _____

Company Representative _____
(SIGNATURE of Representative authorized to sign Bids and Contracts) (Print name)

(address)

(address)

(address)

Phone No. () _____ Fax No. _____

Primary e-mail _____

Alabama Contractor's License No. _____ Foreign Corp. _____

THIS MUST BE NOTARIZED

PROPOSAL NOTARIZATION

State of _____ }

County of _____ }

I, the undersigned authority in and for said State and County, hereby certify that _____
(name of representative)

as _____ of _____, whose name is signed to the
(title) (name of company)

foregoing document and who is known to me, acknowledged before me on this day, that, being in-formed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2013.

Notary _____

My Commission Expires _____

**ITEM III
BID FORM**

Date _____

Bid No. 022-13 46KV Transmission and 12KV Distribution Lines Upgrade
Project No. E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION

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 quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished, in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as provided herein.

The Owner agrees to provide the following materials: NONE

The Contractor agrees to complete all the work within 120 working days from date given in the Notice to Proceed (NTP) unless other arrangements are approved by the Project Manager.

Bid Form continues on following pages:

Project Name:	City of Fairhope - 46kV ReConductoring
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Project Number:	E001-12 (1)
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Proposal / Unit Price Breakdown

Group 1 - Distribution Pole Units

A pole unit consists of one pole in place. The pole may be wood, concrete, or steel. It includes all necessary labor, equipment, and tools required to set the pole. It does not include pole-top assembly unit or other groups attached to the pole. The first two digits indicate the length of the pole; the third digit shows the classification per ANSI (Example: 35/5 means a pole 35 feet long, Class 5.)

If a pole has transmission with distribution underbuild it will be shown as a transmission pole. The Cost should include any contingency such as the exposure of Underground Utilities or any methods used for manual digging if necessary. **ALL** Transmission poles (straight tangent & angle tangent), **ALL** dead-end poles (Transmission & Distribution), **ALL** Substation exits (Transmission & Distribution), **ALL** switch poles (Transmission & Distribution), and any other poles as noted on the construction drawings shall have crusher run gravel in the entire pole hole. Excavated soil can be either disbursed or removed per owner's discretion. The contractor shall be responsible for providing the crusher run gravel.

Unit Item	Description	Quantity	Labor	Total
Subtotal				

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown

Group 2T - Transmission Pole Top Construction Assembly Units

A pole top construction assembly unit generally consists of the insulator(s), crossarm(s), braces, pole eye plates, and hardware, except tie wire, required to support the power conductors and overhead ground wire/OPGW as indicated on the applicable drawing. It includes all necessary labor, equipment and tools required to install the unit. A switch unit generally consists of the switch(s), insulator(s), crossarm(s), braces, and hardware, except tie wire, required to support the primary conductors, as indicated on the applicable drawing. It does not include the pole. This ground does not include units with the distribution underbuild. The Frame may include the use of jumper assemblies (side, top) AND multiple OH-ground wire assemblies as necessary and as needed.

Unit Item	Description	Quantity	Labor	Total
CE69-TCV4.3W	CE-69KV TRANSMISSION TRIPLE DEADEND	1		
CE69-TCV5.1	CE-69KV VERTICAL DE W/ SLACK SPAN	3		
CE69-TCV5	CE-69KV TRANSMISSION DEADEND	1		
CE-TP69G	CE-69KV DELTA POST	16		
CE-TP69GB	CE-69KV VERTICAL POST	3		
DA25-60E2	CE-69KV DEAD-END, LARGE CONDUCTOR, 5' CROSSARM	3		
CE-OHGW-DDE	CE-OHGW DOUBLE DEAD-END ALUM 7no8 ASSEMBLY	4		
CE-OHGW-DE	CE-OHGW DEAD-END ALUM 7no8 ASSEMBLY	1		
CE-OHGW-T	CE-OHGW TANGENT ALUM 7no8 ASSEMBLY	19		
			Subtotal	

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown

Group A - Single-Phase Primary Pole Top Construction Assembly Units

A pole top construction assembly unit generally consists of the insulator(s), crossarm(s), braces, pole eye plates, and hardware, required to support the primary conductors, as indicated on the applicable drawing. This group contains all the single-phase assembly units including neutral connections. It includes all necessary labor, equipment, and tools required to install the unit. It does not include the pole. The Frame may include the use of jumper assemblies (side, top) as necessary

Unit Item	Description	Quantity	Labor	Total
			Subtotal	

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown

Group B - Two-Phase Primary Pole Top Construction Assembly Units

A pole top construction assembly unit generally consists of the insulator(s), crossarm(s), braces, pole eye plates, and hardware, required to support the primary conductors, as indicated on the applicable drawing. This group contains all the two-phase assembly units including neutral connections. It includes all necessary labor, equipment, and tools required to install the unit. It does not include the pole. The Frame may include the use of jumper assemblies (side, top) as necessary

Unit Item	Description	Quantity	Labor	Total

Subtotal

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV Reconductoring
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Project Number:	E001-12 (1)
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Proposal / Unit Price Breakdown

Group C - Three-Phase Primary Pole Top Construction Assembly Units

A pole top construction assembly unit generally consists of the insulator(s), crossarm(s), braces, pole eye plates, and hardware, required to support the primary conductors, as indicated on the applicable drawing. This group contains all the three-phase assembly units including neutral connections. It includes all necessary labor, equipment, and tools required to install the unit. A switch unit generally consists of the switch(s), insulator(s), crossarm(s), braces, and hardware, except tie wire, required to support the primary conductors, as indicated on the applicable drawing. This group contains all the three-phase assembly units including neutral connections. It includes all necessary labor, equipment, and tools required to install the unit. It does not include the pole. The Frame assembly may include the use of jumper and Bracket assemblies (side, top) as necessary and as needed.

Unit Item	Description	Quantity	Labor	Total

Subtotal

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV Reconductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown
Group E - Guying Construction Assembly Units

A guying construction assembly unit generally consists of the guy wire(s), guy marker, guy strain insulator (where necessary), hardware (including pole eye plates), and jumpers, as indicated on the applicable drawing. A guying construction assembly unit listed here may be used for distribution or transmission.

Unit Item	Description	Quantity	Labor	Total
E1-6T	7/16" E.H.S. GUY ASSEMBLY FOR TRANSMISSION - DOWN GUY	21		
E2-20	3/8" H.S. OVERHEAD GUY ASSEMBLY	2		
M5-23L	INSULATED FIBERGLASS GUY LINK (Various "L" as Req'd.)	51		
E3-10	YELLOW GUY MARKER	11		
			Subtotal	

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown

Group F - Anchor Construction Assembly Units

An anchor construction assembly unit generally consists of the anchor(s) with rod complete, ready for attaching the guy wire, as indicated on the applicable drawing. An anchor construction assembly unit listed here may be used for distribution or transmission. Anchor Assembly will include extension equipments as necessary

Unit Item	Description	Quantity	Labor	Total
A2	1-1/2" POWER DRIVEN ANCHOR + EXTENSION (If Req'd)(36,000lb. Capacity)	11		
	Subtotal			

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConducting
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown

Group H - Grounding Construction Assembly Units

A grounding construction assembly unit generally consists of the conductor (Copper, Copperclad, Stranded Copper), ground rod, connectors, hardware, butt coil, and clamps, as indicated on the applicable drawing. A proven ground is defined as multiple ground rods that are driven and a resistivity test performed until a resistance of 25 ohms or less is obtained.

Unit Item	Description	Quantity	Labor	Total
CE-PG	PROVEN GROUND ASSEMBLY (VERIFIED 25 OHMS OR LESS)	22		
Subtotal				

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV Reconductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown

Group J - Secondary Construction Assembly Units

A secondary construction assembly unit generally consists of the insulator(s) and hardware needed to support the secondary conductors or cable, as indicated on the applicable drawing. It does not include the secondary conductor or cable, or the insulators or hardware needed to support service conductors or cable. Tree trimming necessary for installing secondaries on poles not carrying primary line is included with the secondary construction assembly unit and shall be performed in accordance with the directions of the owner.

Unit Item	Description	Quantity	Labor	Total
			Subtotal	

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConditioning
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Project Number:	E001-12 (1)
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Proposal / Unit Price Breakdown
Group K - Service Construction Assembly Units

A service construction assembly unit generally consists of the insulator(s) and hardware needed to support the service conductors or cable, as indicated on the applicable drawing. It does not include the service conductor or cable, or the insulators or hardware needed to support secondary conductors or cable. Tree trimming necessary for installing services on poles not carrying primary line is included with the service construction assembly unit and shall be performed in accordance with the directions of the Engineer. The service shall be connected to the secondary or transformer and 2 feet of conductor or cable shall be left for connecting to the consumer's service entrance.

Unit Item	Description	Quantity	Labor	Total
			Subtotal	

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown

Group L - Conductor Construction Assembly Units

A conductor assembly unit consists of 1,000 feet of conductor or cable for primaries, secondaries or services, and includes tie wires, sleeves for splicing, connectors, and armor rods with clips or armor wire where necessary. In computing the compensation to the Bidder for conductor construction assembly units, only the horizontal distance between conductor supports or pole stakes shall be used. The conductor or cable sizes and types listed are the manufacturer's designation.

Unit Item	Description	Quantity	Labor	Total
IBIS	397.5 KCMIL ACSR (PRIMARY-TRANS.)	17.32		
7no8	ALUMOWELD 7no8 - 0.1285 O.D. (STATIC-TRANS.)	5.8		
Subtotal				

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown

Group M - Miscellaneous Construction Assembly Units

A miscellaneous assembly unit consists of an additional unit needed in the Project for new line construction but not otherwise listed in the Proposal. This part includes Right-Of-Way clearing units. Retirement construction assembly units cover the furnishing of all labor for the removal of existing units of construction from existing lines, disassembling into material items, and all labor and transportation for the returning of all materials to the warehouse of the Owner in an orderly manner or transporting elsewhere to the site of the Project for reuse in the prosecution of this Contract as approved by the Engineer. Retirements will consists of any existing conductor retirements that are being replaced or described on the plan and profile drawings which will be of sagged length of 3 wires of transmission plus the static wire and will include retirement of all insulators and hardware attached to a pole, any guys and anchors, and any other equipment attached to the pole.

This section will also include refilling and tamping of holes in a work-man-like manner unless they are to be reused. This group is a total bulk price. It is the Bidder's responsibility to inspect the line before bidding. The retired section may include multiple existing lines that will be replaced with a single line. Non-retired structures and equipments at the end of the construction will be deducted on a pro-rate basis due to any reasons including the non-transfer of 3rd party's service facilities. For example, 1 unit of 3 phase conductor retirement includes 3000 ft. of conductor and 1000 ft. of neutral plus the insulators and hardware . Contractor can add any misc. items in this section, but cannot alter or change any part-numbers.

Unit Item	Description	Quantity	Labor	Total
MOB	INITIAL MOBILIZATION	1		
R-TRAN-WOOD	RETIREMENT/TOP OFF TRANSMISSION WOOD POLES AT OR LESS THAN 85' PLUS ALL ASSOCIATED TRANS. EQUIPMENT	13		
R-DIST-WIRE	SPREAD DISTRIBUTION WIRE USING FPU SPREADERS	12.12		
R-TRAN-WIRE	RETIREMENT OF TRANSMISSION CONDUCTOR PER 1000 FT.	17.32		
Subtotal				

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days..**Contractor can add Units, Description, Quantity and Labor to this page if necessary.**

Project Name:	City of Fairhope - 46kV ReConductoring			
Project Number:	E001-12 (1)			
Proposal / Unit Price Breakdown				
Group N - Neutral Construction Assembly Units				
NOT APPLICABLE. THIS ASSEMBLY UNIT WILL BE PART OF GROUP L				
Unit Item	Description	Quantity	Labor	Total
			Subtotal	
All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days				

Project Name:	City of Fairhope - 46kV ReConductoring			
Project Number:	E001-12 (1)			
Proposal / Unit Price Breakdown				
Group Q - Metering Construction Assembly Units				
<p>A metering construction assembly unit generally consists of the meter(s), current and potential transformer(s), surge arrester(s), cutout(s), switch(es), supports, hardware, jumpers, and wiring, as indicated on the applicable drawing.</p>				
Unit Item	Description	Quantity	Labor	Total
			Subtotal	
All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days				

Project Name:	City of Fairhope - 46kV ReConductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown
Group R - Oil Circuit Recloser Construction Assembly Units

A oil circuit recloser construction assembly unit generally consists of the oil circuit recloser(s), surge arrester(s), cutout(s), switch(es), jumpers, connectors, and hardware, as indicated on the applicable drawing.

Unit Item	Description	Quantity	Labor	Total
Subtotal				

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConditioning
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown

Group S - Sectionalizing Construction Assembly Units

A sectionalizing construction assembly unit generally consists of the cutout(s), switch(es), jumpers, connectors, and hardware, as indicated on the applicable drawing. A switch unit generally consists of the switch(s), insulator(s), crossarm(s), braces, and hardware, except tie wire, required to support the primary conductors, as indicated on the applicable drawing. This group contains all the three-phase assembly units including neutral connections. It includes all necessary labor, equipment, and tools required to install the unit. It does not include the pole.

Unit Item	Description	Quantity	Labor	Total
Subtotal				

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConductoring
Project Number:	E001-12 (1)

Proposal / Unit Price Breakdown
 Group Y - Voltage Alteration Construction Assembly Units

A voltage alteration construction assembly unit generally consists of the voltage regulator(s), autotransformer(s), capacitor bank(s), insulator(s), surge arrester(s), cutout(s), switch(es), supports, hardware, and wiring, as indicated on the applicable drawing.

Unit Item	Description	Quantity	Labor	Total
			Subtotal	

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConductoring
Project Number:	E001-12 (1)
Proposal / Unit Price Breakdown	
Group UD - Underground Cable Construction Assembly Units	
<p>An Underground cable construction assembly unit consists of 1,000 feet of cable from underground primaries, secondaries, or services. It does not include the conduit, plowing, trenching and backfilling, or the termination of the primary cable which are provided for in other assembly units. It includes the termination, connection and sealing of secondary and service cables and conductors as shown in the specifications and construction drawings, and all primary, secondary and service cable splices (buried cable may be spliced on when and where permitted by the Owner). In computing the compensation to the Bidder for underground cable assemble units, only the distance between stakes, paralleling the cable shall b used. The number of units so computed will include all cable installed in place in all specified trenches, risers, conduits, crossings, manholes, transformers, terminal housings and meter boxes. The conductor or cables listed are the manufacturer's designation of type, size, voltage rating and material. The Bidder and the Owner shall jointly perform cable acceptance tests on installed cable in accordance with the specifications using test equipment furnished by the Bidder.</p>	

Unit Item	Description	Quantity	Labor	Total
Subtotal				

All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days

Project Name:	City of Fairhope - 46kV ReConductoring			
Project Number:	E001-12 (1)			
Proposal / Unit Price Breakdown				
Group UG - Underground Transformer Construction Assembly Units				
<p>An underground transformer construction assembly unit consists of the transformer, its housing, safety signs, switches, over-current protective devices, grounding loop, and hardware and leads with their connectors and supporting insulators installed in place. This unit includes the cable terminations but does not include surge arresters, fault indicators, ground rods or trenching.</p>				
Unit Item	Description	Quantity	Labor	Total
			Subtotal	
All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days				

Project Name:	City of Fairhope - 46kV Reconductoring			
Project Number:	E001-12 (1)			
Proposal / Unit Price Breakdown				
Group UM - Miscellaneous Underground Construction Assembly Units				
<p>A miscellaneous underground construction assembly unit consists of an additional unit needed in the Project for new construction but not otherwise listed in the Proposal. When a riser unit is specified, this includes transfer of the existing underground cable to the new pole. This part includes the miscellaneous construction assembly units including Riser Assembly. Where miscellaneous units consist of or include a primary cable termination, the unit includes the preparation of the cable to accommodate the termination, the stress cone and the connection of the cable to the terminal equipment. Pad construction assembly units are in this part and include the site preparation, bedding, drainable material when specified, cable slot, backfilling, tamping and the pad in place.</p>				
Unit Item	Description	Quantity	Labor	Total
			Subtotal	
All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days.				

Project Name:	City of Fairhope - 46kV ReConductoring	
Project Number:	E001-12 (1)	
Proposal / Unit Price Breakdown		
Group Totals		
Group	Description	Extended price
1T	TRANSMISSION POLE UNITS	
1D	DISTRIBUTION POLE UNITS	
2T	TRANSMISSION POLE TOP CONSTRUCTION UNITS	
A	SINGLE PHASE PRIMARY POLE TOP CONSTRUCTION UNITS	
B	TWO PHASE PRIMARY POLE TOP CONSTRUCTION UNITS	
C	THREE PHASE PRIMARY POLE TOP CONSTRUCTION UNITS	
D	MULTIPLE CIRCUIT PRIMARY POLE TOP CONSTRUCTION UNITS	
E	GUYING CONSTRUCTION UNITS	
F	ANCHOR CONSTRUCTION UNITS	
G	TRANSFORMER CONSTRUCTION UNITS	
H	GROUNDING CONSTRUCTION UNITS	
J	SECONDARY CONSTRUCTION UNITS	
K	SERVICE CONSTRUCTION UNITS	
L	CONDUCTOR CONSTRUCTION UNITS	
M	MISCELLANEOUS CONSTRUCTION UNITS	
N	NEUTRAL CONSTRUCTION UNITS	
P	PROTECTION CONSTRUCTION UNITS	
Q	METERING CONSTRUCTION UNITS	
R	OIL CIRCUIT RECLOSER CONSTRUCTION UNITS	
S	SECTIONALIZING CONSTRUCTION UNITS	
Y	VOLTAGE ALTERATION CONSTRUCTION UNITS	
UD	UNDERGROUND CABLE CONSTRUCTION UNITS	
UG	UNDERGROUND TRANSFORMER CONSTRUCTION UNITS	
UK	UNDERGROUND SECONDARY AND SERVICE CONSTRUCTION UNITS	
UM	MISCELLANEOUS UNDERGROUND CONSTRUCTION UNITS	
UR	UNDERGROUND EXCAVATION CONSTRUCTION UNITS	
TOTAL EXTENDED PRICE		
<p>All prices stated herein are firm and not subject to change provided this proposal is accepted within 120 days; Contractor should double check the total amounts in unit prices and grand total. Owner/Engineer Not responsible for calculation error. This spread sheet has been supplied to the contractor only as an interface tool.</p>		

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below).

ADDENDUM NO	DATE ISSUED	ADDENDUM NO	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____

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.

IF INDIVIDUAL or PARTNERSHIP

 (Name of Individual or Partnership)

 (PRINT name of Partner)

 (SIGNATURE of Representative authorized to sign Bids and Contracts for the company)

 (PRINT name of Partner)

 (PRINT name of Representative authorized to sign Bids and Contracts for the company)

 (Address)

 (Address)

 (Address)
 Phone No _____ Fax No _____

Primary email _____

Alabama Contractor's License Number _____ Foreign Corporation _____

IF CORPORATION OR LLC

Company _____ State of Incorporation _____

Company Representative _____
 (SIGNATURE of Representative authorized to sign Bids and Contracts for the company)

Company Representative _____
 (PRINT name of Representative authorized to sign Bids and Contracts for the company)

 (Address)

 (Address)

 (Address)

Phone _____ Fax No _____

Primary e-mail _____

Alabama Contractor's License _____ Foreign Corporation _____

THIS MUST BE NOTARIZED!

NOTARIZATION OF THE BID

STATE of _____ }

COUNTY of _____ }

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

as _____, respectively of _____, whose
(title)

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

Given under my hand and Notary Seal on this ____ day of _____ 2013.

Notary _____

My Commission Expires _____

End Item III BID FORM

**ITEM IV
BID BOND**

The PRINCIPAL (Bidder's name and address)

The OWNER

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

The PROJECT for which the Principal's Bid is submitted:

Project No. E001-12
Project Name: 46KV RECONDUCTORING AND SUBSTATION EXPANSION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the OWNER in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten Thousand dollars(\$10,000).

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

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principals bid and the Principal thereafter either:

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

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

SIGNED AND SEALED this _____ day of _____, 2013

ATTEST:

Principal (Company)

By _____

Print name and title

SURETY ATTEST

SURETY COMPANY

By _____

Print name and title

**ITEM V
PERFORMANCE BOND**

KNOW ALL MEN: That _____ as Principal,
(name & address of legal title of contractor)
and _____ and
(name & address of legal title of one or more sureties)

(name & address of legal title of one or more sureties)

Hereinafter called the Surety or Sureties, are held and firmly bound unto the CITY OF FAIRHOPE, ALABAMA, hereinafter called the OWNER in the sum of _____ Dollars (\$.00), 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 **Bid No. 022-13 46KV Transmission and 12KV Distribution Lines 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 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.

WITNESS our hands this _____ day of _____, 2013.

IF INDIVIDUAL

_____, Doing Business As, _____
(SIGNATURE of Individual Bidder) (Business Name)
Business Mailing Address _____

IF CORPORATION

(Name of Corporation, Partnership , or Joint Venture)
Business Mailing Address _____

By: _____
(SIGNATURE of officer authorized to sign Bids and Contracts for the company) (Position or Title)

ATTEST:

(Secretary) (Name of State of incorporation)

(Name of Surety) By: _____
(Attorney in Fact)

**ITEM VI
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 call 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 representative, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said OBLIGEE, dated ____/____/____.

(Hereinafter called the Contract) **FAIRHOPE Bid No. 022-13 46KV Transmission and 12KV Distribution Lines Upgrades, Project No E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION** 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 sub-contractors to whom any portion of the work in said contract is sublet and all assignees of said** Principal and of such sub-contractors 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 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 actin 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 services 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 that one year after the final settlement of said contract.

€ This Bond is given pursuant to the terms of an Act of 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".

Witness our hands this ____ day of _____ 2013.

IF INDIVIDUAL

_____, **Doing Business As,** _____
(SIGNATURE of Individual Bidder) (Company Name)

Business Mailing Address _____

IF CORPORATION

(Name of Corporation, Partnership, or Joint Venture)

By: _____
(SIGNATURE of Officer authorized to sign Bid and Contracts for the company) (Position or Title)

(Alabama General Contractor's License Number)

Foreign Contractor Registration (required of out-of-state Vendors)

ATTEST:

(Secretary)

(Name of State of Incorporation)

(Name of Surety)

(Attorney in Fact)

**ITEM VII
INSURANCE**

7.0 INSURANCE REQUIREMENTS

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the Contractor's General Liability insurance and automobile liability insurance policies, and all other 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.

7.01 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.

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

7.03 Worker's Compensation and Employer's Liability

Part One:	Statutory Benefits as required by the State of Alabama		
Part Two:	Employer's Liability	\$100,000	each accident
		\$100,000	each employee
		\$500,000	Policy Limit

7.04 U.S. Longshoreman & Harbor Workers Act (USL&H)

Required if contract involves work near a navigable waterway that may be subject to the USL&H law.

7.05 Maritime Endorsement (Jones Act)

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Member or Crew" under "Protection and Indemnity" coverage (P&I) unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000	each accident
Bodily injury by disease	\$1,000,000	aggregate

7.06 Commercial General Liability

Coverage on an Occurrence from with a combined single limit of (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
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50 feet of a railroad.

7.07 Automobile Liability

Covering all owned, non-owned and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

7.08 Certificates 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 ten (10) days written notice of cancellation to the City.

- 7.08.1 The Contractor shall require certificates of insurance from sub-contractors.. Sub-contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the City, and shall be made available to the City upon request.

**ITEM VIII
SCOPE OF WORK AND SPECIFICATIONS**

SCOPE OF WORK:

PROJECT DETAILS

CITY OF FAIRHOPE WILL UPGRADE A PORTION OF ITS 46KV TRANSMISSION AND 12KV DISTRIBUTION LINES WITHIN THE CITY OF FAIRHOPE. CITY OF FAIRHOPE WILL USE A CONTRACTOR TO UPGRADE THE TRANSMISSION PORTION OF THE PROJECT AND CITY OF FAIRHOPE WILL USE ITS INTERNAL FORCES TO UPGRADE THE OVERHEAD AND UNDERGROUND DISTRIBUTION PORTIONS. CONSTRUCT APPROXIMATELY ONE AND A QUARTER (1.25) MILES OF 46KV ELECTRIC TRANSMISSION LINES BEGINNING AT THE INTERSECTION OF INGLESIDE ST & MORPHY AVE EASTWARD. CONTINUE NORTH ON BISHOP ROAD PAST FAIRHOPE AVE AND END APPROXIMATELY 150' NORTH OF THE INTERSECTION OF FAIRHOPE AVE & BISHOP ROAD IN FAIRHOPE, ALABAMA.

THE WORK CONSISTS PRINCIPALLY OF THE FOLLOWING:

THE CONTRACTOR WILL CONSTRUCT A 46KV TRANSMISSION LINE BEGINNING AT THE INTERSECTION OF INGLESIDE ST & MORPHY AVE EASTWARD. CONTINUE NORTH ON BISHOP RD PAST FAIRHOPE AVE AND END APPROXIMATELY 150' NORTH OF THE INTERSECTION OF FAIRHOPE AVE & BISHOP ROAD. CONTRACTOR WILL ONLY BE RESPONSIBLE FOR THE 46KV PORTIONS AS WELL AS SPREADING THE 12KV DISTRIBUTION AND RETIRING OR REMOVING POLES AS NECESSARY. CONSTRUCTION WILL INCLUDE THE RETIREMENT OF THE EXISTING DE-ENERGIZED 46KV LINES. OWNER AT ITS DISCRETION MAY SCHEDULE OUTAGES OF 46KV LINE, BUT CONTRACTOR SHOULD BE ABLE TO WORK WITH ENERGIZED LINES AND SHOULD BE ABLE TO WORK AND ACCOMMODATE FOR CONNECTION TO EXISTING ENERGIZED TRANSMISSION LINES. TRANSMISSION POLES WILL BE WEATHERED CORTEN STEEL. THE CONTRACTOR MUST HAVE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO WORK ALONG THE EXISTING ENERGIZED 46KV & 12KV LINE. ALL OF THE TRANSMISSION LINES WILL BE CONSTRUCTED ON CITY AND STATE OF ALABAMA RIGHT OF WAY. AS PART OF THE CONTRACTOR'S RESPONSIBILITIES, THE CONTRACTOR WILL SPREAD THE DISTRIBUTION LINE AS DEEMED NECESSARY

SPECIFICATIONS

101. General

The line will be constructed on weathered steel or wood poles (steel poles will have the same class similarities as wood poles B-construction) using Fairhope Public Utilities framing standard and Engineered design framings. All construction work shall be done in a thorough and workmanlike manner using best industry practices in accordance with the Staking Sheets, Plans and Specifications, and the Construction Drawings. The latest edition of the National Electrical Safety Code shall be followed except where local regulations are more stringent, in which case local regulations will govern. If there are any apparent conflicts between the information in this technical Section and the project specifications in the Appendices, the details in the Appendices will govern.

102. Work on Energized Lines

Some construction work may be required on or around energized 46kv transmission and distribution lines. The Contractor must provide personnel capable of working on energized lines. All such work shall be performed to meet, as a minimum, the safety rules and regulations prescribed by the latest edition of the American Public Power Association Safety Manual, including the use of rubber gloves, hot sticks and associated protective equipment.

103. Energizing the Project

Prior to completion of the Project, the Owner, upon written notice to the Contractor, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the Project so energized shall be considered as within the possession and control of the Owner. Upon written notice to the Contractor by the Owner of the completion of such test, and upon de-energizing the lines involved therein, said portion or portions of the project shall be considered as returned to the possession and control of the Contractor.

104. Pole Installation

All poles are direct embedment type. Unless noted in plan, the minimum setting depth for all transmission poles shall be equal to 10% of the total pole length, plus 2' (e.g. a 50' pole would be set 7' deep). On sloping ground, the depth of the hole always shall be measured from the low side of the hole. All station exit poles and switch poles shall have crushed gravel in the entire pole hole.

When setting poles, auger holes just large enough in diameter to accommodate the pole and mechanical tamp. Holes can be backfilled using the crusher run gravel in a manner similar to describe above, unless such soil has been determined to be inadequate. Backfill shall be thoroughly tamped the full depth, and crusher run gravel 6" below grade.

Excavated soil shall be removed per owner's discretion at Fairhope Public Utilities landfill. Fairhope Public Utilities will provide the crusher run gravel at a designated location.

105. Guys and Anchors

Guys shall be placed before the conductors are strung and shall be attached to the poles as shown in the Construction Drawings.

All anchors and rods shall be in line with the strain and shall be installed so that approximately six inches of rod remain out of the ground. In cultivated fields or other locations, as deemed necessary, the projection of the anchor rod above the earth may be increased to a maximum of 12 inches to prevent burial of the rod eye. The backfill of all anchor holes must be thoroughly tamped the full depth. Prior to use, anchors shall be "set" using a pulling force specified by the manufacturer.

1½" square shaft helix anchors shall be installed to a torque equal to 1½ twists per 10 feet of shaft length.

106. Locknuts

A locknut shall be installed with each nut, eyenut or other fastener on all bolts or threaded hardware such as insulator pins, upset bolts, double arming bolts, etc.

107. Conductors

Conductors must be handled with care. Conductors shall not be trampled or run over by vehicles and must be transported by suitable means. Each reel shall be examined, and the wire shall be inspected for cuts, kinks or other injuries. Injured portions shall be cut out and the conductor spliced. The conductors shall be pulled over suitable rollers or stringing blocks properly mounted on the pole or crossarm if necessary to prevent binding while stringing.

With post-type insulators the conductors shall be tied in the top groove of the insulator on tangent poles, and on the side of the insulator away from strain at angles. Insulators shall be tight on the tangent construction and the top groove must be in line with the conductor after tying in.

All conductors shall be cleaned thoroughly with a wire brush before splicing or the installation of a connector or clamp. A suitable inhibitor shall be used before splicing or applying connectors over aluminum conductor.

108. Splices and Deadends

Conductors shall be spliced and deadended as shown on the Construction Drawings. There shall be not more than one splice per conductor in any span, and splicing sleeves shall be located at least ten feet from the conductor support. No splices shall be located in Grade B crossing spans and preferably not in the adjacent spans.

109. Taps and Jumpers

Jumpers and other leads connected to line conductors shall have sufficient slack to allow free movement of the conductors. Where slack is not shown on the Construction Drawings, it will be provided by at least two bends in a vertical plane, or one in a horizontal plane, or the equivalent. In areas where Aeolian vibration occurs, special measures to minimize the effects of jumper breaks shall be used as specified.

110. Hot-Line Clamps and connectors

Connectors and hot-line clamps suitable for the purpose shall be installed as shown on Guide Drawings. On all hot-line clamp installations, the clamp and jumper shall be so installed so that they are permanently bonded to the load side of the line, allowing the jumper to be de-energized when the clamp is disconnected.

Where jumpers and taps are not permanently bonded to other conductors, a compression or mechanically applied stirrup shall be installed, then the hot-line clamp attached to the stirrup.

Where copper and aluminum conductors are bonded together, it shall be done in such a manner so that the copper conductor is always below the aluminum conductor. Refer to the **Appendices** for tooling and die requirements.

111. Conductor Ties

Hand-formed ties shall be in accordance with Construction Drawings. Factory-formed ties shall be installed according to the manufacturer's recommendations. Hot-line ties shall not be used at Grade 'B' crossings.

112. Sagging of Conductors

Conductors shall be sagged in accordance with the conductor manufacturer's recommendation. All conductors shall be sagged evenly. A certified thermometer shall determine the air temperature at the time and place of sagging.

The sag of all conductors after stringing shall be in accordance with the following:

Sag tensions shall not exceed the percent of Rated Tensile Strength (RTS) based on conditions provided by Fairhope Public Utilities. A sagging geometry summary table is provided in **Appendices A**.

Preferably, sag shall be determined using a calibrated dynamometer. All wires on a deadend must be sagged at the same time. This will require the use of 4 dynamometers (three phase line plus static).

Conductors shall be sagged in segments of not more than 1-mile lengths, and then clipped in before sagging the next segment. After sagging, straight-line segments shall be allowed to equalize tensions by sitting a minimum of 4 hours prior to clipping in. Any segment containing an angle structure shall sit for at least 8 hours. Sagging through more than 2 angle structures before clipping in is not allowed.

113. Dampers

Where called for in the plans, dampers shall be installed on conductors immediately after clipping in.

114. Grounds

Ground rods shall be driven full length in undisturbed earth in accordance with the Construction Drawings. They shall be no less than two (2) feet from the pole. The top shall be at least 12 inches below the surface of the earth. The equipment ground and lightning-protective equipment shall be interconnected and attached to a common ground wire. Proven Ground indicates several ground rods driven and meggered to the owner's satisfaction. Standard ground and proven ground wire shall be #4 copper, unless otherwise stated by the Engineer or the Plans and Specifications.

115. Special conditions

The special design conditions below are required and controlled by the Engineer.

1. The contractor shall be responsible for transporting all retired material (i.e., poles, frames, conductors, etc.) to the Fairhope Public Utilities Warehouse or any other designated location as directed by owner. All new materials can be picked up at Fairhope Public Utilities' warehouse or designated location. It is the contractor's responsibility to check with location for materials needed.
2. Most steel poles are pre-drilled; however the contractor should plan for on-site drilling and will be responsible for any extra or missing holes that are needed at no cost to the owner. The steel poles are manufactured by Valmont-Newmark. Coordination between the contractor and either of the manufacturers may be necessary for the delivery of the steel poles at no cost to the contractor. Steel poles may weigh up to 5,000 lbs. The contractor will be responsible for unloading and correct placements of the steel poles at or near site until erected. Contractor should follow the Manufacturer's recommended ground storage instructions for the poles.
3. A horizontal tension will be the only method of stringing sections. (Calibrated Dynamometer – 1 per phase)
4. Engineer and Owner shall be performing the project inspection.
5. Before the final inspection, the contractor is to provide "as-built" drawings and inventory.
6. It is the contractor's responsibility to locate any and all underground utilities. The Owner or the Engineer has not located any underground facilities. The Contractor should assume the presence of the underground facilities even if there are no symbols present in the drawings. The contractor shall notify the engineer for any adjustments of pole locations that are not in line with the rest of the design. Any underground markers on the field or on the survey will only denote the presence of the underground utility and not the exact location. It is the contractor's responsibility at times to expose the underground facility in order to place the structures near the facility and it is the contractor's responsibility to furnish all labor and equipment to place poles near underground facility including "exposing" the underground facility and "hand digging" pole holes as necessary as part of pole unit assembly. Engineer may change the structure location and/or any material due to conflicts with underground facilities. Contractor should allow reasonable time for Engineer to relocate any structure if necessary.
7. It is strongly suggested that the contractor visits the site for field verifications.
8. All traffic coordination and permits are the responsibility of the contractor. All DOT, City, Local, County and State ordinances must be observed and followed. All traffic control, traffic control devices and flagmen shall comply with the requirements of ALDOT's "Utility Manual" and "Manual on Uniform Traffic Control Devices".
9. Contractor is responsible for acquiring any local, City, County or State Licensing required for construction work including business license.
10. If there are any wetlands in this area, contractor has to be extra cautious and go beyond Best Management practice to assure no run off or damage.
11. Fairhope Public Utilities will work on all overhead and underground 12KV distribution and associated equipment.
12. Contractor is responsible for the spread of 12KV using Fairhope Public Utilities spreaders.
13. Contractor will top/remove any pole as necessary.

**ITEM IX
STANDARD TERMS AND CONDITIONS
CITY OF FAIRHOPE**

1. 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.

2. 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.

3. ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record, and posted to the City of Fairhope website www.cofairhope.com. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. CERTIFICATION PURSUANT TO ACT NO. 2006- 557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register

to do business in Alabama with the Office of the Secretary of State. Their address is:

Office of the Secretary of State

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at

<http://www.sos.state.al.us/downloads/dl1.cfm>.

16. 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.

17. 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.

18. 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.

19. ENVIRONMENTAL REQUIREMENTS

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

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

30. 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.

31. MANDATORY SITE VISIT

If the RFQ / ITB / RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where the 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.

32. 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.

33. NON-CONFORMING 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.

34. 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.

35. NON-EXCLUSIVE

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

36. 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.

37. 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.

38. 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.

39. PAYMENT WITHHELD

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

40. 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.

41. 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.

42. 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.

43. 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.

44. PATENTS

Awarded Vendor guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his/her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

45. PACKAGING

Unless otherwise specified, goods are to be

packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. SAFETY MEASURES

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

53. 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.

54. TABULATION

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

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

**END ITEM IX
STANDARD TERMS AND CONDITONS**

**ITEM X
CONTRACT**

This **CONTRACT** is made this ____ day of _____, 2013, by and between the **CITY OF FAIRHOPE** (hereinafter "**OWNER**") and _____ of _____(hereinafter "**CONTRACTOR**"), on the

Bid No. 022-13 46KV Transmission and 12KV Distribution Lines Upgrade

Project No. E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION

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

1. The **CONTRACT** consists of all the items contained within this contract, bid package, Project manual, drawings, and all addenda and amendments. The contract consists of all of the items contained within this contract, the bid package, proposal, scope of work, specifications and if any drawings addenda, amendments, and "City of Fairhope Standard Terms and Conditions", which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of **Project No E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION**
2. The **CONTRACTOR** shall perform all the **WORK** described herein as awarded by the Fairhope City Council.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of the **CONTRACT** within **TEN (10)** days of the date specified in a *Notice to Proceed (NTP)* to be issued to the **CONTRACTOR** by the **OWNER**, or its authorized representative. The work shall be completed, subject to authorized adjustments, within **One hundred twenty (120) CALENDAR** 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 _____ (**\$xx.xx**). The **CONTRACTOR** shall submit to the **OWNER**, on or before the 5th day of each month, an estimated total for the work performed in the previous month. The **OWNER** will hold back 5% of each monthly estimate until 50% completion of the work.

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the **CONTRACTOR** will be made only for the actual quantities or work performed and accepted, or materials furnished, in accordance with the contract. The scheduled quantities or work to be done and materials to be furnished may increase decrease, or be omitted as provided herein.

The **CONTRACTOR** shall, immediately after the completion of the **CONTRACT**, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the **CONTRACT** until the expiration of 30 days after the completion of the notice. Proof of the publication of the notice shall be made by the **CONTRACTOR** to the **OWNER** by affidavit of the publisher and a printed copy of the notice published.

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

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, attorney's 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 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 those seven (7) days, without prejudice to any other remedy of the **OWNER**, terminate employment of the **CONTRACTOR** and take possession of the site and 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 obligation imposed by the **CONTRACT DOCUMENTS** and the **RIGHTS AND REMEDIES** available thereunder 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'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 representative to the other party hereto and to the partners, successors, assigns, and legal representatives to the 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.

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

CITY OF FAIRHOPE, ALABAMA

ATTEST: _____
LISA A. HANKS, City Clerk

BY: _____
TIMOTHY M. KANT, Mayor

NOTARY FOR THE CITY

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 who 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 he executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this ____ day of _____, 2013.

Notary Public _____
My Commission Expires ____/____/____

CONTRACTOR

Individual or Partnership

(Individual or Partnership)

(PRINT name of Partner)

(SIGNATURE of representative authorized to sign Bids and
Contracts for the company)

(PRINT name of Partner)

(PRINT name of representative authorized to sign Bids and
Contracts for the company)

Address

Phone no. _____

Fax no. _____

Primary email address _____

Alabama Contractor's License No _____ Foreign Corporation Registration _____
(if required) (If out of state)

Corporation

Company _____ State of Incorporation _____

Company Representative _____
(SIGNATURE of representative authorized to sign Bids and Contracts for the company)

Company Representative _____
(PRINT name of representative authorized to sign Bids and Contracts for the company)

Address

Phone No. () _____ Fax no. _____

Primary email address _____

Alabama Contractor's License No _____ Foreign Corporation Registration _____
(if required) (If out of state)

NOTARY FOR THE CONTRACTOR

STATE OF _____ }

COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that _____ as _____ of _____
(contractor) title company name
whose name is signed to the foregoing document and who are known to me, acknowledged before me on this day, that being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary seal on this ____ day of _____, 2013.

Notary Public _____

My Commission Expires ____/____/____

ITEM XI
Alabama Immigration Act Contract Requirements

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30** (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 **Mandatory Clause**

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 **Contracts Involving Business Entity, or Employer**

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 **Contracts Involving Subcontracting**

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 **Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.**

**APPENDIX A-1
STRUCTURE STATION IDENTIFICATION
&
COMMENTS**

**FOR CONSTRUCTION OF
FAIRHOPE 46KV TRANSMISSION LINE**

PROJECT NUMBER: E001-12

BY

CUSTOM ENGINEERING SOLUTIONS

Date:05/29/2013		By: FN, JP				E001-12 Fairhope Public Utilities - 46kV Reconductoring			P&P PAGE NUMBER
STR #	STA #	POLE SIZE	Contractor Framing	FPU FRAMING	AHEAD SPAN	CONTRACTOR COMMENT	FPU COMMENTS		
1(EX)	1+44	N/A	N/A	N/A	N/A	N/A	N/A	1	
4	4+84	75/H6	TCV4.33	C5.1+C8.1	306'	SPREAD DISTRIBUTION, 3-WAY 46KV DE, 3 OH-GUYS, 2 DOWN GUYS, PROVEN GROUND	NEW STREETLIGHT, TRANSFER (2) METER ON POLE, NEW 35/3 GUY POLE, 2 OH-GUYS, 5 DOWN GUYS	1	
6	7+91	75/H4	TP69G	N/A	308'	PROVEN GROUND	NO DISTRIBUTION FRAMING	1	
7	10+98	75/H4	TP69G	C5	358'	SPREAD DISTRIBUTION AS NEEDED	12'-0" NEUTRAL SPACING, (3) 25 KVA XFORMER, 2PH UNDERGROUND & 3 UNDERGROUND SVC., 2 DOWN GUYS	1	
8	14+56	75/H4	TP69G	N/A	359'	PROVEN GROUND	N/A	1	
9	18+16	85/H4	TP69GB	N/A	410'	US98 CROSSING, ALDOT CONSTRUCTION & TRAFFIC CONTROL, 4 DOWN GUYS, PROVEN GROUND	TRANSFER STREETLIGHT & 1 J10	2	
18	22+26	80/H4	TP69GB	C8.1+C5	222'	SPREAD DISTRIBUTION AS NEEDED, US98 CROSSING, ALDOT CONSTRUCTION & TRAFFIC CONTROL, 2 DOWN GUYS, PROV. GND.	DUPLEX SLACK TO 18R1 (EX) & DUPLEX TO 17 (EX)	2	
19	24+48	75/H4	TP69G	C1.10+B5	258'	SPREAD DISTRIBUTION, PROVEN GROUND	12'-0" NEUTRAL SPACING, 3PH PRIMARY UNDERGROUND & TRANSFER STREETLIGHT, 2 DOWN GUYS	2	
20	26+40	45 / CLASS 2	N/A	C1.10+UM_2P	65'	N/A	2 PHASE UNDERGROUND, (1) 15KVA XFORMER, SECONDARY TPX TO EXISTING POLE SOUTH., 10' NEUTRAL SPACING.	2	
21	27+05	75/H3	TP69G	C1.10+UM_3P+UM_1P	250'	SPREAD DISTRIBUTION, PROVEN GROUND	3PH UNDERGROUND (95' NORTH) & 1PH UNDERGROUND (95' NORTH), 12' NEUTRAL SPACING.	2	
22	28+92	45 / CLASS 2	N/A	C1.10+UM_3P	64'	N/A	3PH UNDERGROUND (640' NORTH), 12'-0" NEUTRAL SPACING.	2	
23	29+56	75/H3	TP69G	C1.10	250'	SPREAD DISTRIBUTION, PROVEN GROUND	TRANSFER STREETLIGHT & 3PH CAP BANK TO POLE #23M, 10' NEUTRAL SPACING.	2	
23M	30+21	45 / CLASS 2	N/A	C1.10	184'	N/A	TRANSFER 3PH CAP BANK FROM POLE #23, 12'-0" NEUTRAL SPACING	3	
24	32+06	75/H4	TP69G	CF3.1B	224'	SPREAD DISTRIBUTION, PROVEN GROUND	N/A	3	
25	34+30	75/H4	TP69G	CF3.1B	235'	SPREAD DISTRIBUTION, PROVEN GROUND	N/A	3	
26	36+65	75/H4	TP69G	CF3.1B	242'	SPREAD DISTRIBUTION, PROVEN GROUND	(2) SVC UNDERGROUND, (1) 25KVA XFORMER & STREETLIGHT	3	
27	38+08	45 / CLASS 2	N/A	CF-3.1B	99'	N/A	(1) 25KVA XFORMER & TRANSFER STREETLIGHT. (SET POLE 6" DEEPER)	3	
28	39+07	75/H3	TP69G	C1.10+C5	250'	SPREAD DISTRIBUTION, PROVEN GROUND	2 DOWN GUYS	3	
29	41+56	75/H5	TP69G	C1.10+UM+SVC+UM_1P	296'	SPREAD DISTRIBUTION, PROVEN GROUND	12'-0" NEUTRAL SPACING, 1PH PRIMARY UNDERGROUND (530' SOUTHEAST) & (2) SVC UNDERGROUND, (3) 25KVA XFORMER	3	
30	44+52	75/H5	TP69G	CF3.1B+UM_SVC	277'	SPREAD DISTRIBUTION, PROVEN GROUND	(1) UNDERGROUND SVC, (1) 25KVA XFORMER, TRANSFER STREETLIGHT	4	
31A	47+29	80/H6	TCV5.1	C4.2	36'	DOUBLE DEADEND, SLACK TO POLE #31B, SPREAD DISTRIBUTION, PROVEN GROUND, 4 DOWN GUYS	DOUBLE DEADEND, SLACK TO POLE #31B, DOUBLE GUY TOP (2) E1-3, (1) 25KVA XFORMER & STREETLIGHT, 2 DOWN GUYS	4	
31B	47+65	80/H6	TCV5.1	C4.2	258'	DOUBLE DEADEND, SLACK FROM POLE #31A, SPREAD DISTRIBUTION, PROVEN GROUND, 4 DOWN GUYS	DOUBLE DEADEND, SLACK FROM POLE #31A, 2 DOWN GUYS	4	
32	50+23	75/H5	TP69G	CF3.1B	316'	SPREAD DISTRIBUTION, PROVEN GROUND	TRANSFER STREETLIGHT	4	
33	51+87	45 / CLASS 2	N/A	CF3.1B+UM_1P	151'	N/A	(1) 37.5 KVA XFORMER, 1PH UNDERGROUND PRIMARY (260'-0" WEST) & TRANSFER STREETLIGHT (SET POLE 2'-6" DEEPER)	5	
34	53+39	75/H5	TP69G	CF3.1B+UM_2P	294'	SPREAD DISTRIBUTION, PROVEN GROUND	2PH UNDERGROUND PRIMARY (250' WEST), (2) J10, TRANSFER STREETLIGHT	5	
35	56+33	75/H4	TP69G	CF3.1B+UM_SVC	228'	SPREAD DISTRIBUTION, PROVEN GROUND	(1) 25KVA XFORMER, 1PH UNDERGROUND PRIMARY & TRANSFER STREETLIGHT	5	
36	58+61	75/H5	TP69G	CF3.1B+UM_1P	305'	SPREAD DISTRIBUTION, PROVEN GROUND	(1) 37.5 KVA XFORMER, (2) UNDERGROUND SVC, 1PH UNDERGROUND PRIMARY (350' SOUTHWEST)	5	
37	60+84	40 / CLASS 2	N/A	C1.10+C5.1	82'	N/A	TRANSFER STREETLIGHT, (1) OHG, (1) J10. (SET POLE 1'-0" DEEPER) , 2 OH GUYS, 2 DOWN GUYS, USE EXSITING GUY POLE	5	
38(EX)	61+66	N/A	TP69GB	N/A	246'	REPLACE FRAMING ON EXISTING POLE WITH NEW 46KV INSULATORS (SPACIFICALLY SUPPLIED FOR THIS STRUCTURE), SPREAD DIST.	TOP CIRCUIT FEEDS SOUTH, BOTTOM CIRCUIT FEEDS NORTH	5	
39	62+76	75/H6	CE69-TCV5.1+TCV5	C9.1	237'	SEE FRAMING DETAILS, SPREAD DISTRIBUTION, 5 DOWN GUYS, PROVEN GROUND	(1) 25KVA XFORMER & TRANSFER STREETLIGHT, 4 DOWN GUYS, NEUTRAL ON XARM	5	
40(EX)	65+12	N/A	N/A	N/A	N/A	N/A	N/A	5	

Comments:
STATION NUMBERS ARE CLOSE APPROXIMATION. THE COMENT FIELD IS USED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR WILL NEED TO REFERENCE PLAN AND PROFILE DRAWINGS AS WELL AS FRAMING REFERENCES.

**APPENDIX A-2
CONSTRUCTION DRAWINGS
PLAN AND PROFILE**

**FOR CONSTRUCTION OF
FAIRHOPE 46KV TRANSMISSION LINE**

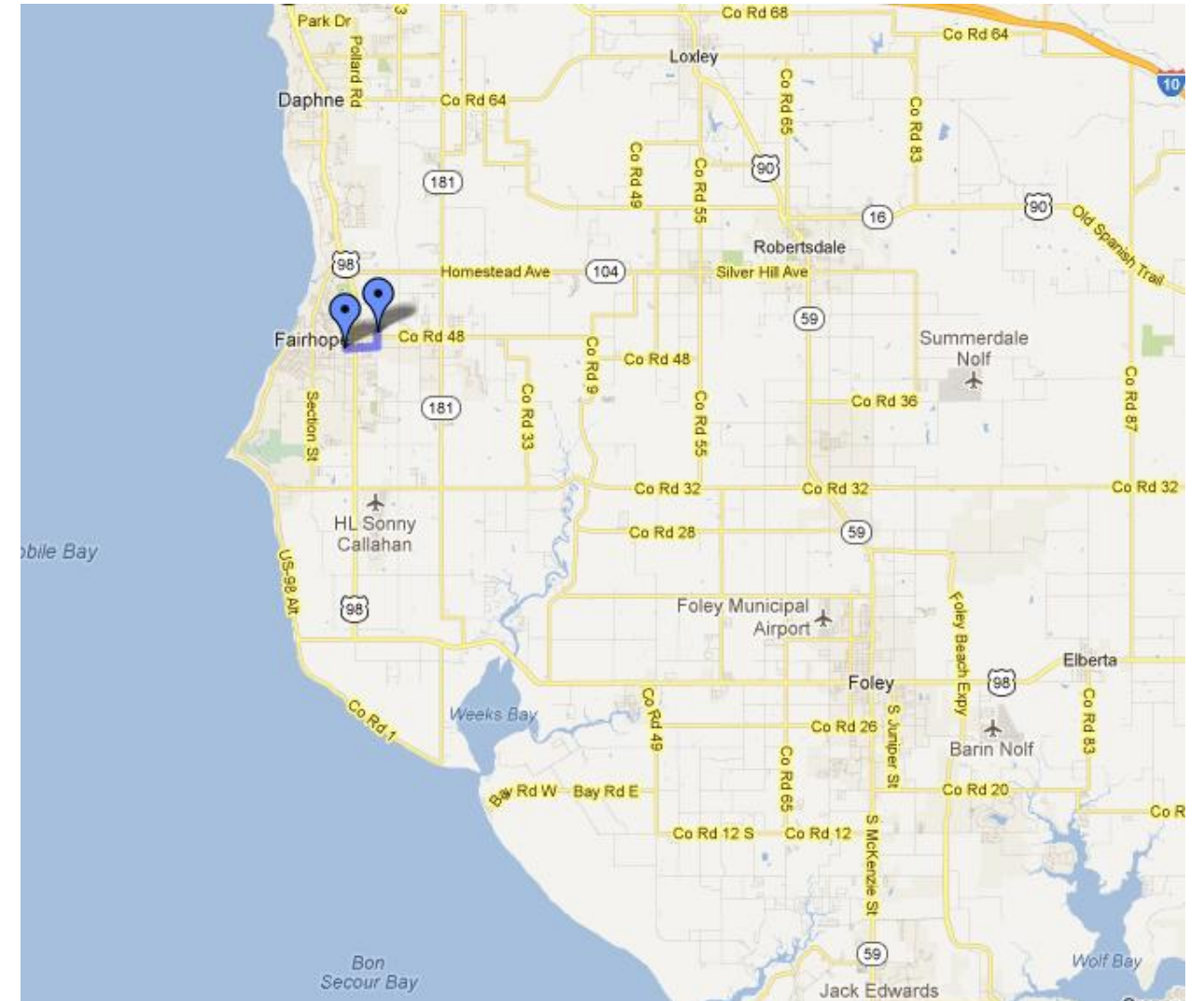
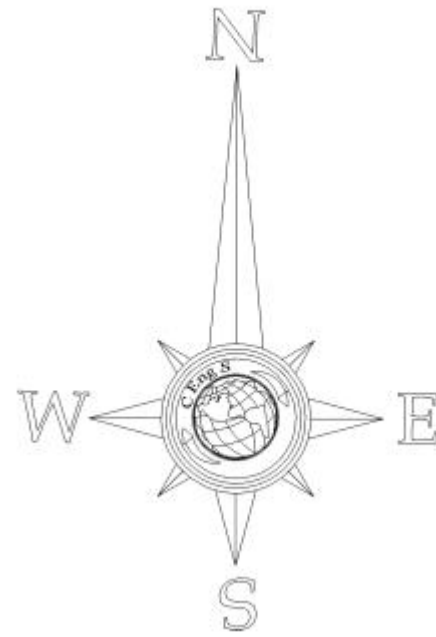
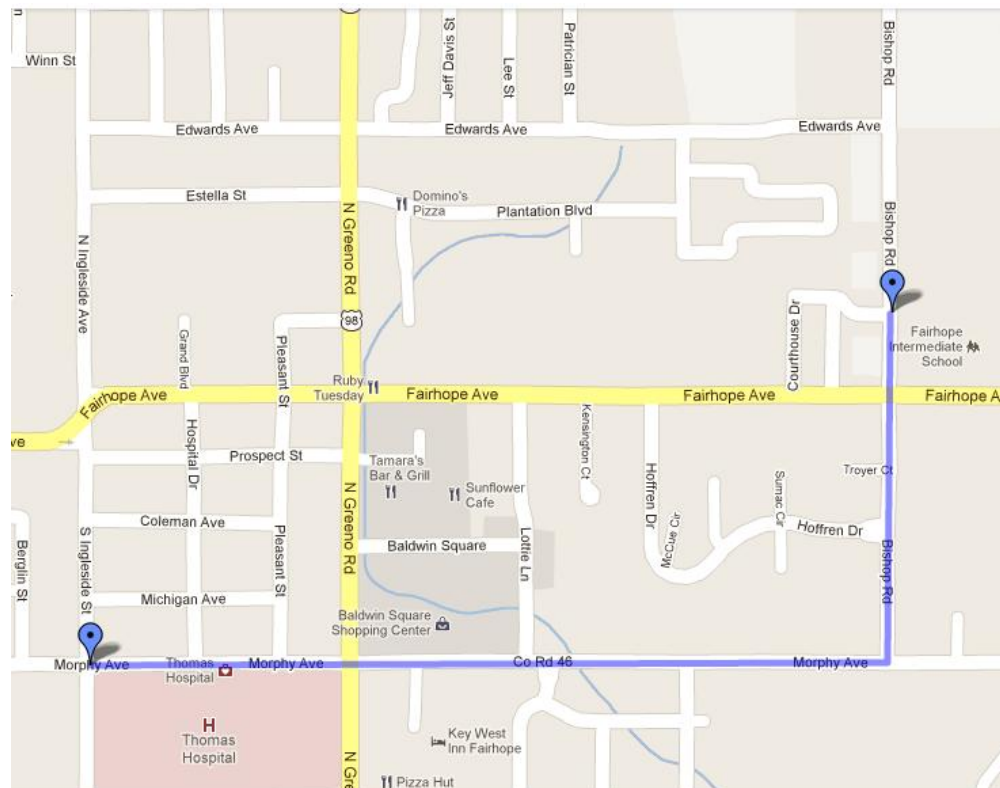
PROJECT NUMBER: E001-12

BY

CUSTOM ENGINEERING SOLUTIONS

VICINITY MAP

CITY OF FAIRHOPE, AL



LOCATION: MORPHY AVE.

(BEGIN: LATITUDE: 30° 31' 11.96"N , LONGITUDE: 87° 53' 25.21"W)

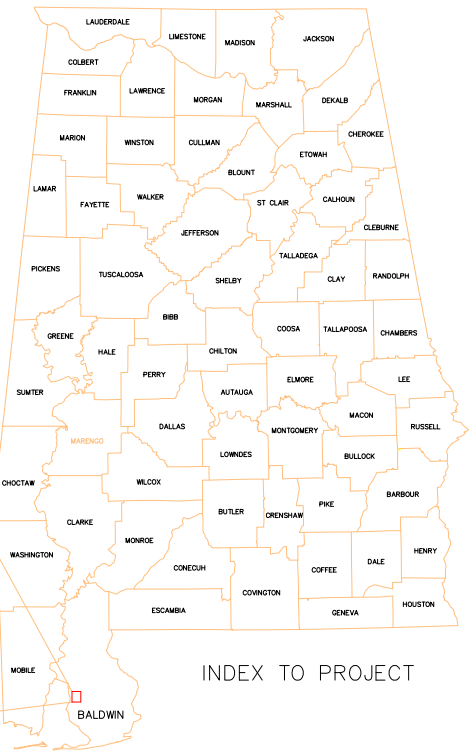
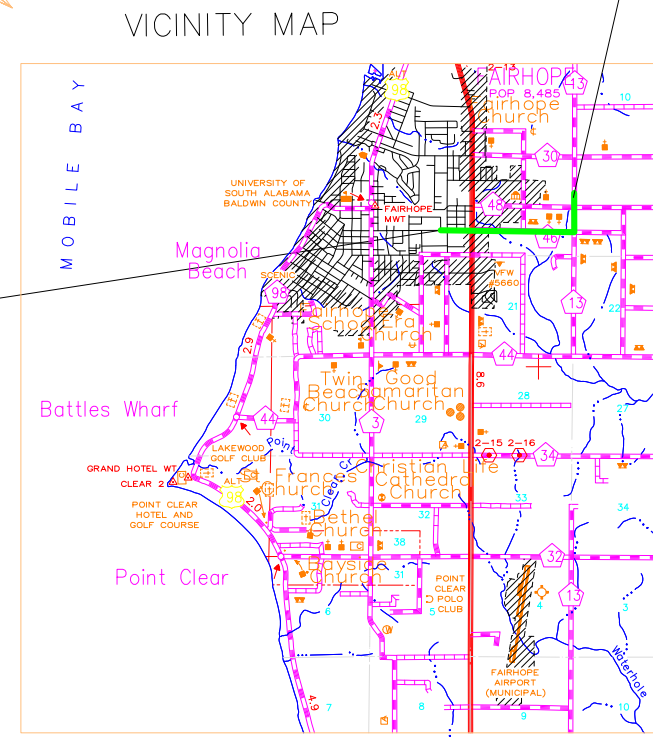
(END: LATITUDE: 30° 31' 28.12' N , LONGITUDE: 87° 52'39.46"W)

SCALE: 1"=500 ft

UTILITY MAP

UTILITY OWNER CHART(ALDOT 2012)	
CONTACTS: ALABAMA ONE CALL: 1-800-292-8525	
UTILITIES TO BE CONTACTED:	
BALDWIN CO. UTILITIES	BALDWIN CO. EMC
DAPHNE UTILITY BOARD	FAIRHOPE UTILITY BOARD
MEDIA COM CABLE	RIVERA UTILITIES
AT&T	
UTILITIES TO BE CONTACTED:	
NAME: TYLER TRICHORN	TITLE: LOCATOR
CELL: 251-910-3013	
NAME: JERRY CREEL	TITLE: SUPERVISOR
PHONE: 251-583-2041	
NAME: WALTON HISCOX	TITLE: SENIOR SUPERVISOR
PHONE: 251-583-2019	
NOTE: LOCATE FOR AT&T AND BALDWIN EMC	
AT&T TELEPHONE:	
NAME: NORM ROBINS	TITLE: PROJECT MANAGER
PHONE: 251-471-8277	
NAME: JEFF HADLEY	TITLE: SPECIALIST - DSP FACILITY DESIGN
PHONE: 251-470-5645	CELL: 251-799-3845
EMAIL: JEFF.HADLEY@BELLSOUTH.COM	
FAIRHOPE PUBLIC UTILITIES:	
GAS:	
NAME: STEVE SEAY	TITLE: GAS SUPERINTENDENT
PHONE: 251-928-8033	FAX: 251-960-0388
NAME: STEVE SEAY	TITLE: SUPERVISOR
ADDRESS: 850 SOUTH SECTION ST. P.O. DRAWER 429	FAIRHOPE, AL 36533
NAME: DARREN KNIGHT	TITLE: LOCATOR
PHONE: 251-928-8033	WEB: WWW.COFAIRHOPE.COM
ADDRESS: 850 SOUTH SECTION ST. P.O. DRAWER 429	FAIRHOPE, AL 36533
WATER:	
NAME: DAN MCCORRY	TITLE: WATER AND SEWER SUPT.
PHONE: 251-928-8033	FAX: 251-960-0156
NAME: DAN MCCORRY	TITLE: SUPERVISOR
ADDRESS: 850 SOUTH SECTION ST. P.O. DRAWER 429	FAIRHOPE, AL 36533
NAME: GARY HEART	TITLE: LOCATOR
PHONE: 251-928-8033	WEB: WWW.COFAIRHOPE.COM
ADDRESS: 850 SOUTH SECTION ST. P.O. DRAWER 429	FAIRHOPE, AL 36533
BELFLOREST WATER:	
NAME: STEVE MULSTEAD	TITLE: OPERATOR
NAME: EDWARD SMMS	TITLE: WATER SUPT.
PHONE: 251-626-5554	FAX: 251-626-5550
ADDRESS: P.O. BOX 1628	FOLEY, AL 36526
BALDWIN CO. SEWER SERVICE:	
NAME: CLARENCE BURKE	TITLE: OWNER MANAGER
PHONE: 251-971-3022	FAX: 251-971-3044
ADDRESS: P.O. BOX 1628	FOLEY, AL 36536
NAME: TIM NOLAN	TITLE: LIFT STATION MECHANIC
PHONE: 251-747-7500	FAX: 251-971-3044
ADDRESS: P.O. BOX 1628	FOLEY, AL 36536
MEDIACOM CABLE:	
NAME: BILLY BROOKS	TITLE: TECHNICAL SUPERVISOR
CELL: 251-747-8454	ADDRESS: 700 MOBILE ST. FAIRHOPE, AL 36532
EMAIL: BBROOKS@MEDIACOMCC.COM	
BALDWIN EMC:	
NAME: JOHN LARSON	TITLE: ENGINEERING SUPERVISOR
PHONE: 800-837-3374 EXT. 2154	OFFICE: 251-989-0184
ADDRESS: P.O. BOX 220	SUMMERDALE, AL 36580
EMAIL: JLARSON@BALDWINEMC.COM	
RIVERA UTILITIES:	
NAME: LEON BARBER	TITLE: ENGINEER
OFFICE: 251-626-5000 EXT. 3404	CELL: 251-370-5078
ADDRESS: 700 WISPERING PINES RD	DAPHNE, AL 36526
DAPHNE UTILITIES:	
NAME: DONNIE DOUGLAS	TITLE: ENGINEER
OFFICE: 251-626-2628	CELL: 251-983-4433
ADDRESS: P.O. BOX 2550	DAPHNE, AL 36526
EMAIL: DONNIE@DAPHNEUTILITIES.COM	
NAME: STAN CLAYTON	TITLE: DEPUTY DIRECTOR
OFFICE: 251-626-2628	CELL: 251-983-3864
ADDRESS: P.O. BOX 2550	DAPHNE, AL 36526
EMAIL: STAN@DAPHNEUTILITIES.COM	

- BRACE POLE
- BRICK WALL
- BUSINESS SIGN
- COMMUNITY ANTENNA TELEVISION BOX
- OVERHEAD ELECTRIC LINES
- ELECTRIC SERVICE METER
- FIRE HYDRANT
- METAL GUARD RAIL
- FIBER OPTICS MARKER
- UNDERGROUND GAS LINE
- GAS VALVE
- GUY WIRE/ANCHOR
- LIGHT POLE
- MAIL BOX
- OVERHEAD ELECTRIC TRANSMISSION LINE
- SANITARY SEWER MANHOLE
- STORM DRAIN
- STORM DRAIN MANHOLE
- UNDERGROUND TELEPHONE LINE
- TELEPHONE SPLICE BOX
- TRAFFIC SIGNAL POLE
- STREET/TRAFFIC SIGN
- TRANSMISSION POLE
- UNDERGROUND ELECTRIC LINES
- WATER METER
- WATER VALVE
- WOODEN FENCE



BEGIN PROJECT MORPHY AVE./INGLESIDE ST INTERSECTION

END PROJECT BISHOP RD./COURTHOUSE DR. INTERSECTION

HORIZONTAL SCALE: 1" = 2 MILES

NOTE 1: CONTRACTOR IS RESPONSIBLE FOR ALL UNDERGROUND LOCATES. CONTRACTOR SHOULD ASSUME THE PRESENCE OF UNDERGROUND FACILITY EVEN IF THERE ARE NO SYMBOLS PRESENT IN THE DRAWINGS. UNDERGROUND SYMBOLS ONLY REPRESENT THE PRESENCE OF THE FACILITY AND IN NO WAY REPRESENT THE ACTUAL LOCATION. STRUCTURE LOCATION AND MATERIAL MAY CHANGE DURING CONSTRUCTION IF UNDERGROUND FACILITIES ARE IN DIRECT OR INDIRECT CONFLICT. CONTRACTOR WILL BE RESPONSIBLE FOR ALL LABOR AND EQUIPMENT TO PLACE POLES NEAR UNDERGROUND FACILITY INCLUDING "EXPOSING" THE UNDERGROUND FACILITY. CONTRACTOR MUST REFER TO THE TERMS AND CONDITIONS OF THE OWNERS CONTRACT.

Remove	Remove	
Tele	Tele	Remove Exist. Power Line
Gas	Gas	U.G. Telephone Located
Water	Water	U.G. Gas Line Located
Sewer	Sewer	U.G. Water Line Located
F.O.	F.O.	U.G. Sewer Line Located
Elec	Elec	U.G. Fiber Optic Located
Tele	Tele	U.G. Electric Line Located

LEGEND:

- EXISTING POLE
- REMOVE POLE
- CHANGE OUT POLE
- NEW POLE
- NEW ANCHOR
- OVERHEAD GUY
- SECURITY LIGHT
- TRANSFORMER
- PROVEN GROUND
- FUSE CUTOFF
- LIGHTNING ARRESTOR
- RECLOSER
- CAPACITOR
- REGULATOR
- P1 DEFLECTION ANGLE
- TRANSFORMER

- D.O.T. ROW
- Edge of Pavement
- Center Line
- Fence
- Utility Easement
- Service Line
- Line Underground

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JOB NAME: 46 KV RECONDUCTORING	
WORK ORDER NO.	PROJECT# E001-12
ENGR:	DATE: DWG. OF

UNIT DEFINITIONS

- 1) CM-3T CLUSTER MOUNTING BRACKET FOR THREE PHASE TRANSFORMER BANK
- 2) E1-2D 3/8" H.S. DISTRIBUTION ASSEMBLY DOWN GUY (9,720 LB. NESC LOAD RATING)
- 3) E2-2O 3/8" H.S. OVERHEAD GUY (9,720 LB. NESC LOAD RATING)
- 4) E1-6D 7/16" E.H.S. DISTRIBUTION DOWN GUY (18,720 LB. NESC LOAD RATING)
- 5) E1-6T 7/16" E.H.S. TRANSMISSION ASSEMBLY DOWN GUY (18,720 LB. NESC LOAD RATING)
- 6) E1-6O 7/16" E.H.S. OVERHEAD GUY (18,720 LB. NESC LOAD RATING)
- 7) 150W-HPS 150W HPS STREET LIGHT FLAT COOPER OVH15SWW3D4
- 8) E3-10 YELLOW GUY MARKER
- 9) LS100-X STREET LIGHT ARM (L=LONG, S=SHORT)
- 10) J10 SERVICE CLEVIS
- 11) J5..... POLE EYE PLATE
- 12) 1/O ELBOW 200A PRIMARY ELBOWS, COOPER LE215CC06T
- 13) 1/O-PT 1/O PRIMARY TERMINATION 3M COLD SHRINK QT-II #5652
- 14) 1/O-EPR-220 1/O 15KV UG OKONITE CABLE, FULL NEUTRAL, 220MILS, 133% INSUL.
- 15) M2-11 POLE GROUND ASSEMBLY, COPPERCLAP
- 16) M5-23L INSULATED FIBERGLASS GUY LINK
- 17) M5-6 LIGHTNING ARRESTER
- 18) M5-9 CUTOUT
- 19) T1-F SINGLE PHASE FIBERGLASS T-BRACKET
- 20) T2-F THREE PHASE FIBERGLASS T-BRACKET
- 21) A1 3/4" POWER DRIVEN ANCHOR (12,000 IB. CAPACITY)
- 22) A2 1-1/2" SQ. SHAFT POWER DRIVEN ANCHOR, 15" DOUBLE HELIX (36,000 IB. CAPACITY)
- 23) UM_SVC UNDERGROUND 2NDARY SERVICE ATTACHMENT
- 24) UM_#P UNDERGROUND PRIMARY SERVICE ATTACHMENT
- 25) DA25-60E2 PUPI DE 5' CROSSARM FIBERGLASS
- 26) CE-M211 POLE GROUND ASSEMBLY
- 27) CE-PG PROVEN GROUND ASSEMBLY (VERIFIED 25 OHMS OR LESS)
- 28) 15KVA 15 KVA TRANSFORMER
- 29) 37.5KVA 37.5 KVA TRANSFORMER
- 30) 25KVA 25 KVA TRANSFORMER




























NOTES:

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





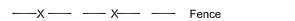







2. All traffic coordination and permits are the responsibility of the contractor. All DOT, City, Local, County and State ordinances must be observed and followed. All traffic control, traffic control devices and flagmen shall comply with the requirements of ALDOT's "Utility Manual" and "Manual on Uniform Traffic Control Devices".

3. Most concrete and steel poles are pre-drilled; however the contractor should plan for on-site drilling and will be responsible for any extra or missing holes that are needed at no cost to the owner. The concrete and steel poles are manufactured by Valmont-Newmark or Baldwin Lighting both located in Alabama. Coordination between the contractor and either of the manufacturers will be necessary for the delivery of the concrete and steel poles at no cost to the contractor. Concrete and steel poles may weigh up to 25,000 lbs. The contractor will be responsible for unloading and correct placement of the concrete and steel poles at or near site until erected. Contractor should follow the Manufacturer's recommended ground storage instructions for the poles.

LEGEND

- | | | | |
|---|------------------------------------|---|--|
|  | - BRACE POLE |  | - OHP- - OVERHEAD ELECTRIC TRANSMISSION LINE |
|  | - BRICK WALL |  | - SANITARY SEWER MANHOLE |
|  | - BUSINESS SIGN |  | - STORM DRAIN |
|  | - COMMUNITY ANTENNA TELEVISION BOX |  | - STORM DRAIN MANHOLE |
|  | - E- - OVERHEAD ELECTRIC LINES |  | - T- - UNDERGROUND TELEPHONE LINE |
|  | - E- - ELECTRIC SERVICE METER |  | - TP - TELEPHONE SPLICE BOX |
|  | - FIRE HYDRANT |  | - TP - TRAFFIC SIGNAL POLE |
|  | - METAL GUARD RAIL |  | - S- - STREET/TRAFFIC SIGN |
|  | - FIBER OPTICS MARKER |  | - TP - TRANSMISSION POLE |
|  | - G- - UNDERGROUND GAS LINE |  | - UE- - UNDERGROUND ELECTRIC LINES |
|  | - G- - GAS VALVE |  | - WM - WATER METER |
|  | - G- - GUY WIRE/ANCHOR |  | - WV - WATER VALVE |
|  | - L- - LIGHT POLE |  | - WF - WOODEN FENCE |
|  | - M- - MAIL BOX | | |

LEGEND:

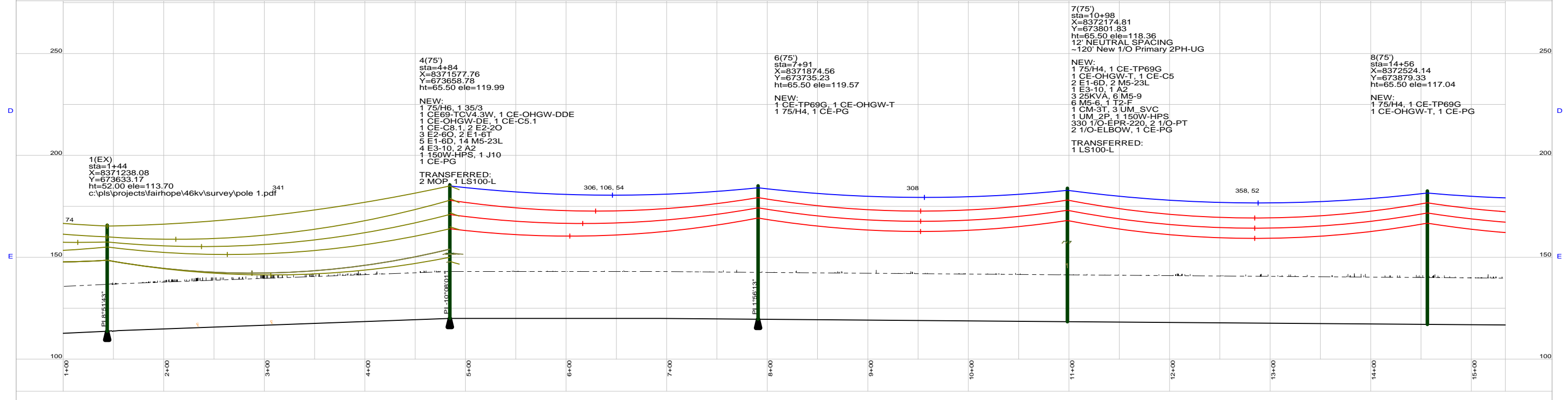
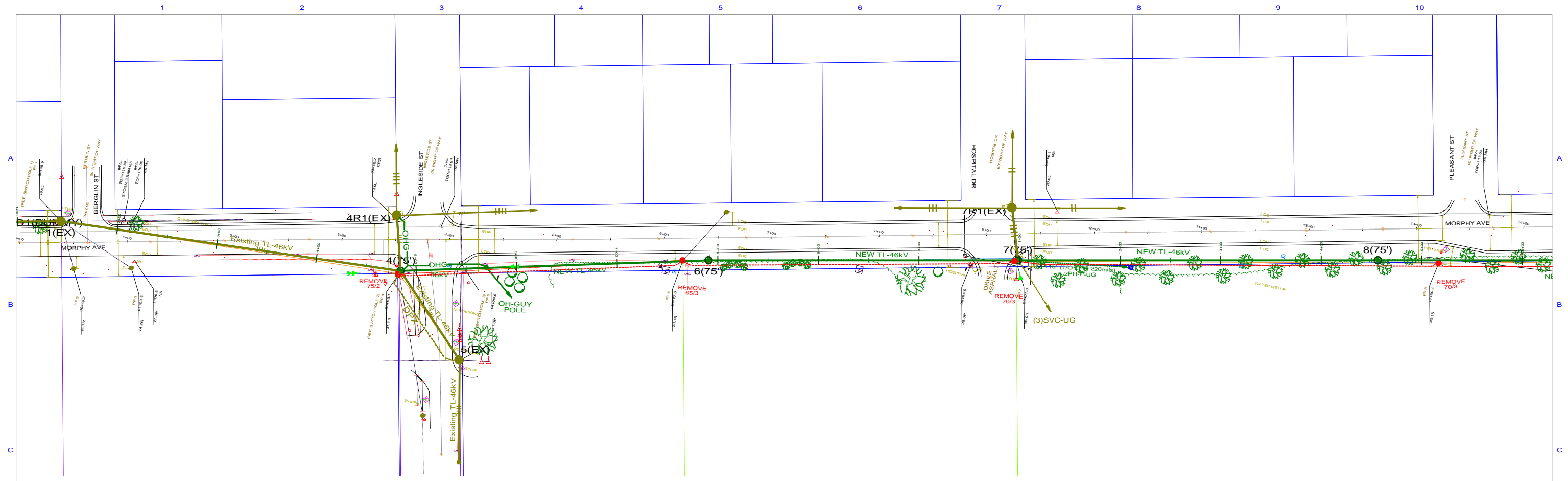
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|---|-------------|---|-----------------|---|--------------------------|---|---------------------|---|------------------|
|  | REMOVE |  | NEW POLE |  | OVERHEAD GUY |  | PI DEFLECTION ANGLE |  | D.O.T. ROW |
|  | NEW INSTALL |  | CHANGE OUT POLE |  | SECURITY LIGHT | | |  | Edge of Pavement |
|  | TRANSFER |  | NEW ANCHOR |  | SERVICE LINE EXISTING | | |  | Center Line |
|  | EXISTING |  | REMOVE/IR |  | SERVICE LINE NEW | | |  | Fence |
|  | REMOVAL |  | CHANGE-OUT |  | SERVICE LINE UNDERGROUND | | |  | Utility Easement |
|  | CHANGE-OUT |  | NEW POLE |  | PRIMARY LINE UNDERGROUND | | | | |



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 ALPHARETTA, GA 30005
 (770) 619-3999



JOB NAME: 46 KV RECONDUCTORING	
WORK ORDER NO.	PROJECT# E001-12
ENGR:	DATE: DWG. OF



NOTES:

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- CONTRACTOR IS ONLY RESPONSIBLE FOR TRANSMISSION PORTIONS OF PROJECT PLUS SPREADING OF DISTRIBUTION AS NECESSARY USING FPU'S SPREADERS PLUS TOPPING THE EXISTING POLES AS NECESSARY.

FOR BID - PLAN & PROFILE

100.0 ft. Horiz. Scale
50.0 ft. Vert. Scale

REV.	REVISION DESCRIPTION	MADE BY	CK'D BY	APP'D BY	DATE
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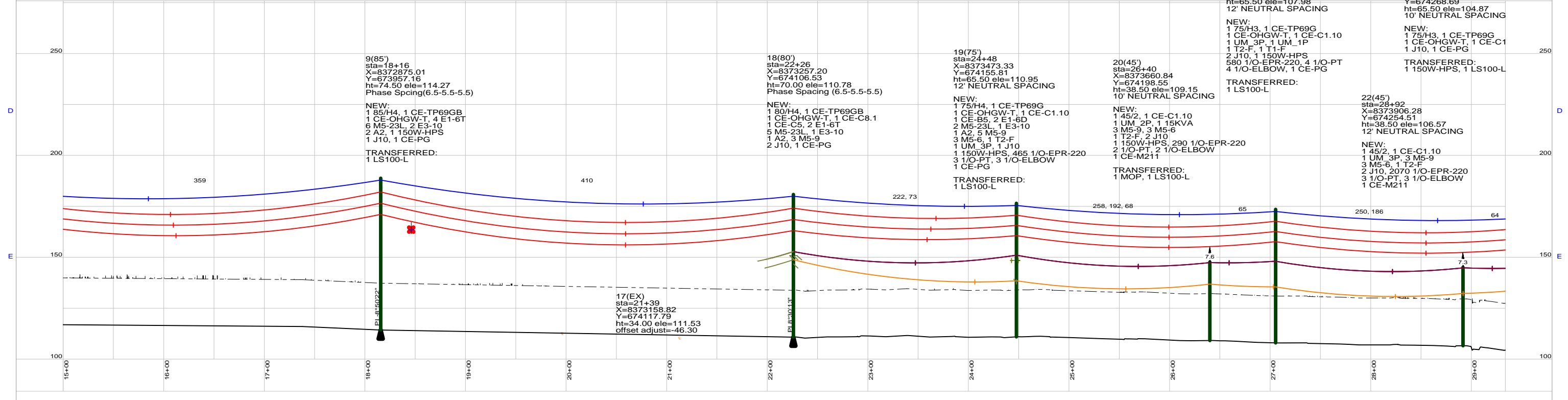
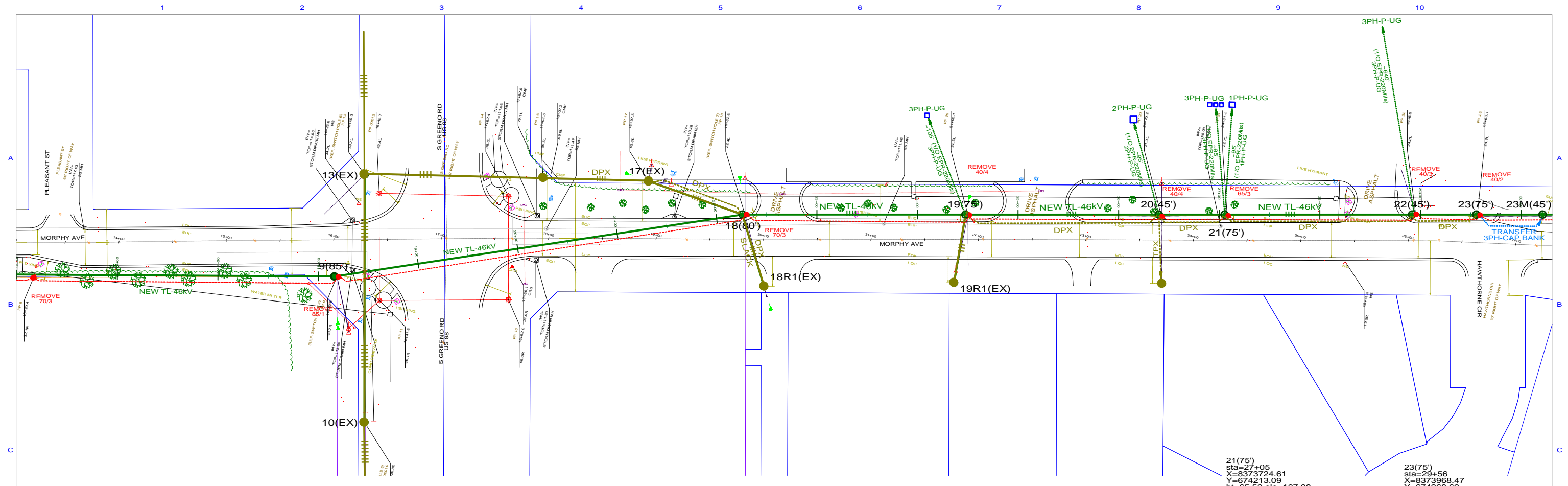
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46KV RECONDUCTING
PROJECT# E001-12

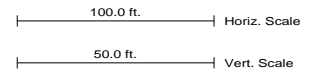
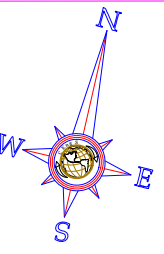
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CHECKED BY: FN
APPROVED BY: MN

052913 FAIRHOPETL
5/29/2013
Page 1/5



NOTES:

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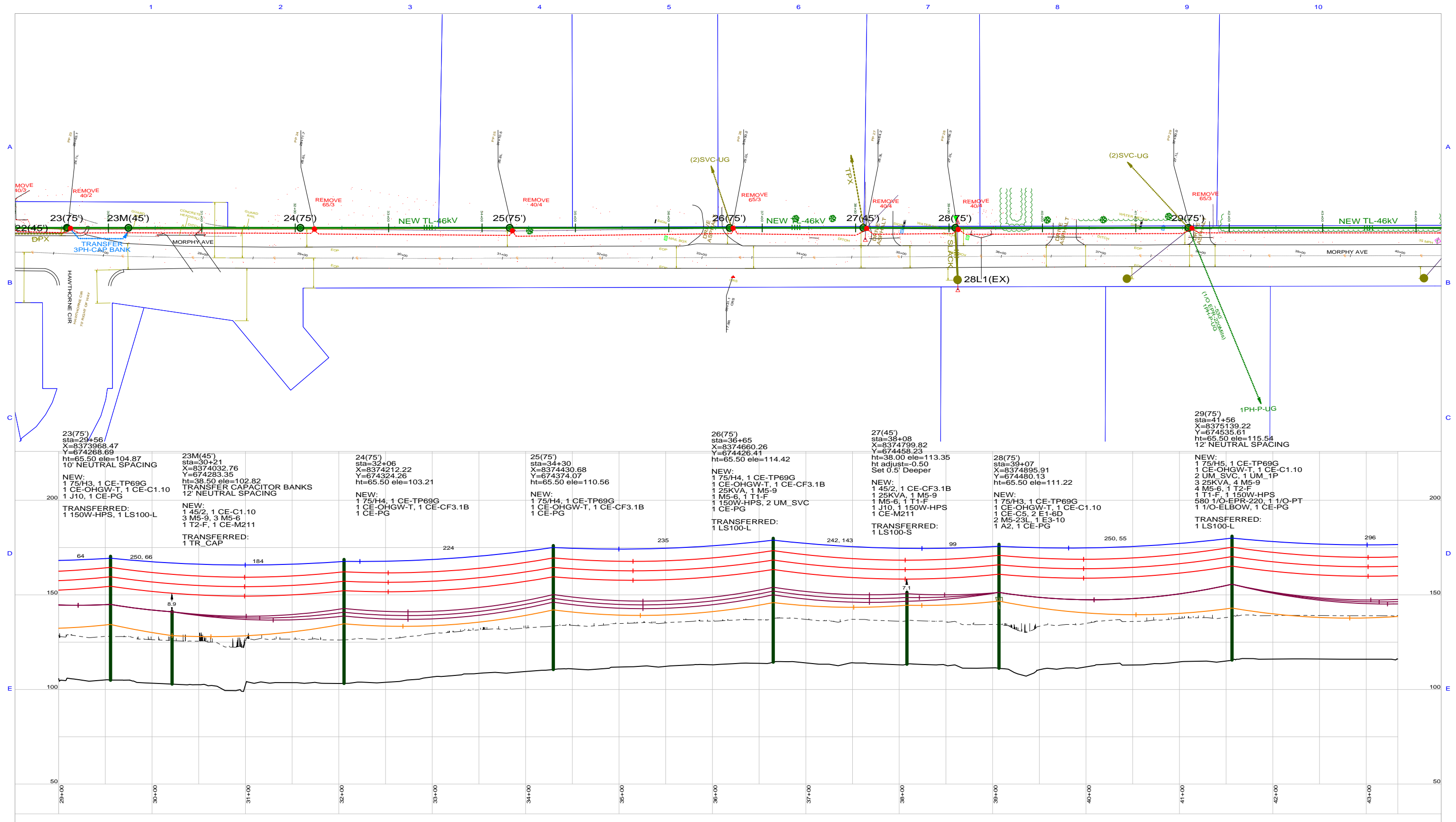
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 46KV RECONDUCTOR PROJECT# E001-12

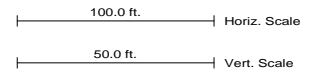
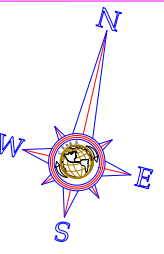
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052913 FAIRHOPETL
 5/29/2013
 Page 2/5



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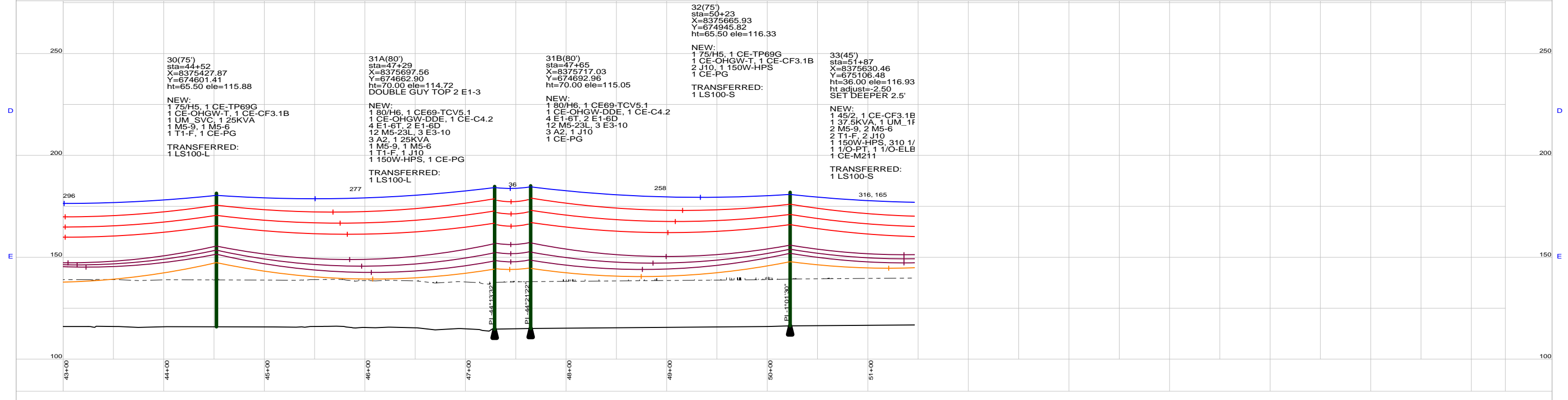
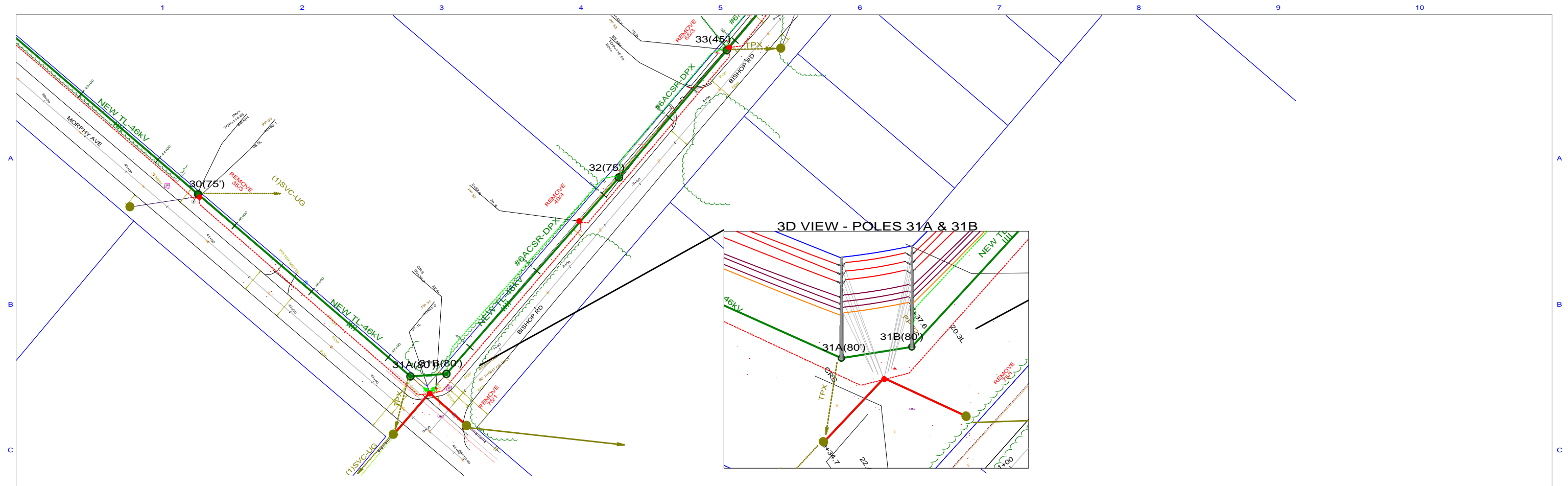
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 46KV RECONDUCTORING
 PROJECT# E001-12

SCALE AS SHOWN DATE AS SHOWN
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 052913 FAIRHOPETL
 5/29/2013
 Page 3/5



30(75')
sta=44+52
X=8375427.87
Y=674601.41
ht=65.50 ele=115.88

NEW:
1 75/H5, 1 CE-TP69G
1 CE-OHGW-T, 1 CE-CF3.1B
1 UM_SVC, 1 25KVA
1 M5-9, 1 M5-6
1 T1-F, 1 CE-PG

TRANSFERRED:
1 LS100-L

31A(80')
sta=47+29
X=8375697.56
Y=674662.90
ht=70.00 ele=114.72

NEW:
1 80/H6, 1 CE69-TCV5.1
1 CE-OHGW-DDE, 1 CE-C4.2
4 E1-6T, 2 E1-6D
12 M5-23L, 3 E3-10
3 A2, 1 25KVA
1 M5-9, 1 M5-6
1 T1-F, 1 J10
1 150W-HPS, 1 CE-PG

TRANSFERRED:
1 LS100-L

31B(80')
sta=47+65
X=8375717.03
Y=674692.96
ht=70.00 ele=115.05

NEW:
1 80/H6, 1 CE69-TCV5.1
1 CE-OHGW-DDE, 1 CE-C4.2
4 E1-6T, 2 E1-6D
12 M5-23L, 3 E3-10
3 A2, 1 J10
1 CE-PG

32(75')
sta=50+23
X=8375665.93
Y=674945.82
ht=65.50 ele=116.33

NEW:
1 75/H5, 1 CE-TP69G
1 CE-OHGW-T, 1 CE-CF3.1B
2 J10, 1 150W-HPS
1 CE-PG

TRANSFERRED:
1 LS100-S

33(45')
sta=51+87
X=8375630.46
Y=675106.48
ht adjust=2.50
SET DEEPER 2.5'

NEW:
1 45/2, 1 CE-CF3.1B
1 37.5KVA, 1 UM_1F
2 M5-9, 2 M5-6
2 T1-F, 2 J10
1 150W-HPS, 310 1/
1/O-PT, 1 1/O-ELB
1 CE-M211

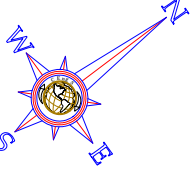
TRANSFERRED:
1 LS100-S

NOTES:

1. It is the contractor's responsibility to locate any and all underground utilities. The Owner or the Engineer has not located any underground facilities. The Contractor should assume the presence of the underground facilities even if there are no symbols present in the drawings. The contractor shall notify the engineer for any adjustments of pole locations that are not in line with the rest of the design. Any underground markers on the field or on the survey will only denote the presence of the underground utility and not the exact location. It is the contractor's responsibility at times to expose the underground facility in order to place the structures near the facility and it is the contractor's responsibility to furnish all labor and equipment to place poles near underground facility including "exposing" the underground facility and "hand digging" poles holes as necessary as part of pole unit assembly. Engineer may change the structure location and/or any material due to conflicts with underground facilities. Contractor should allow reasonable time for Engineer to relocate any structure if necessary.

2. All traffic coordination and permits is the responsibility of the contractor. All DOT, City, Local, County and State ordinance must be observed and followed. All traffic control, traffic control devices and flagmen shall comply with the requirements of ALDOT's "Utility Manual" and "Manual on Uniform Traffic Control Devices".

3. CONTRACTOR IS ONLY RESPONSIBLE FOR TRANSMISSION PORTIONS OF PROJECT PLUS SPREADING OF DISTRIBUTION AS NECESSARY USING FPU'S SPREADERS PLUS TOPPING THE EXISTING POLES AS NECESSARY.



100.0 ft. Horiz. Scale
50.0 ft. Vert. Scale

FOR BID - PLAN & PROFILE

REV.	REVISION DESCRIPTION	MADE BY	CK'D BY	APP'D BY	DATE
5					
4					
3					
2					
1					

Custom Engineering SOLUTIONS
1095 WINDWARD RIDGE PARKWAY SUITE 140
ALPHARETTA, GA 30005
(770) 619-3999

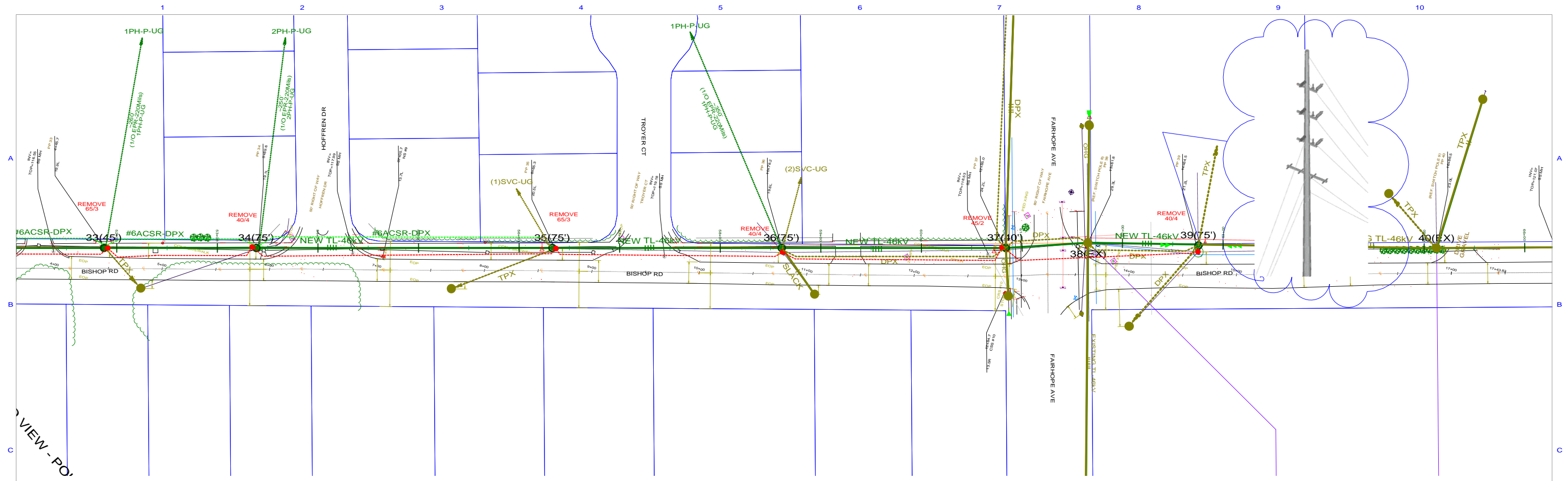
THIS DRAWING OR BILL OF MATERIAL IS CONFIDENTIAL AND MAY NOT BE LOANED, REPRODUCED OR COPIED, EITHER WHOLLY OR IN PART, OR MADE PUBLIC IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF CUSTOM ENGINEERING SOLUTIONS.

DESIGN REVIEW
PERMIT
FOR BID
CONSTRUCTION

Fairhope Public Utilities

FAIRHOPE PUBLIC UTILITIES 46KV RECONSTRUCTING PROJECT# E001-12

SCALE: AS SHOWN DATE: AS SHOWN
DRAWN BY: FN CHECKED BY: FN APP'D BY: MN
052913 FAIRHOPETL
5/29/2013
Page 4/5



FOR BID - PLAN & PROFILE

100.0 ft. Horiz. Scale
50.0 ft. Vert. Scale

REV.	REVISION DESCRIPTION	MADE BY	CK'D BY	APP'D BY	DATE
5					
4					
3					
2					
1					

Custom Engineering SOLUTIONS

CUSTOM ENGINEERING SOLUTIONS
1095 WINDWARD RIDGE PARKWAY SUITE 140
ALPHARETTA, GA 30005
(770) 619-3999

DESIGN REVIEW
PERMIT
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CONSTRUCTION

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Fairhope Public Utilities

FAIRHOPE PUBLIC UTILITIES
46KV RECONSTRUCTING
PROJECT# E001-12

SCALE AS SHOWN DATE AS SHOWN
052913 FAIRHOPETL
5/29/2013
Page 5/5

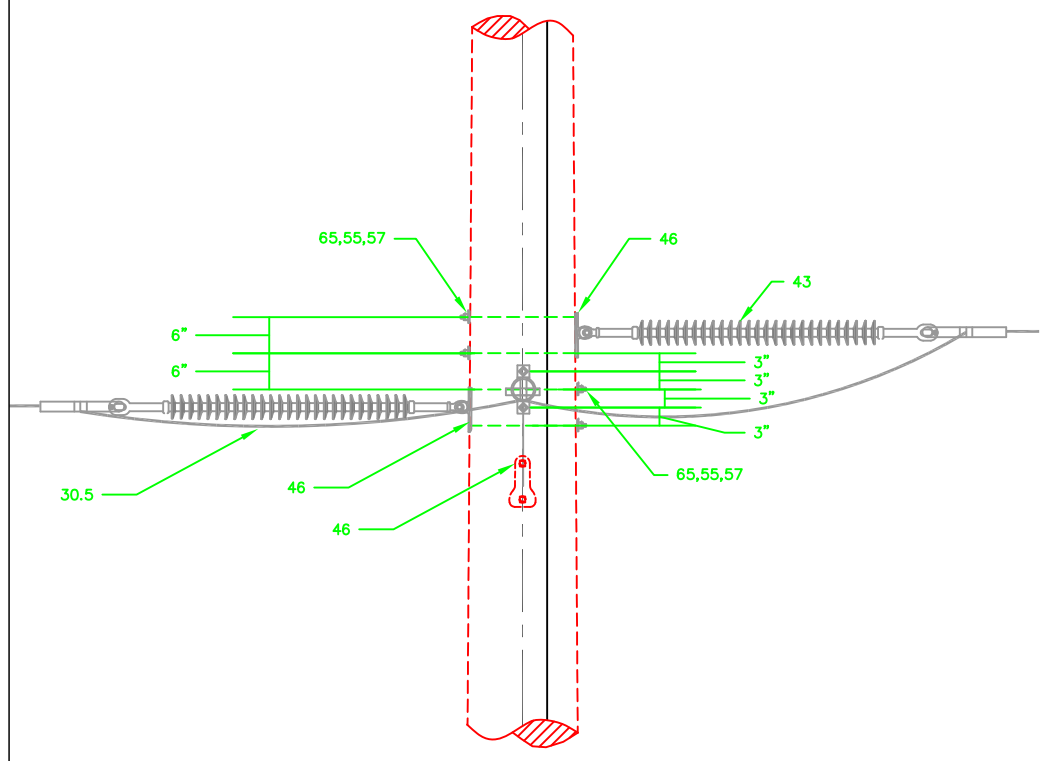
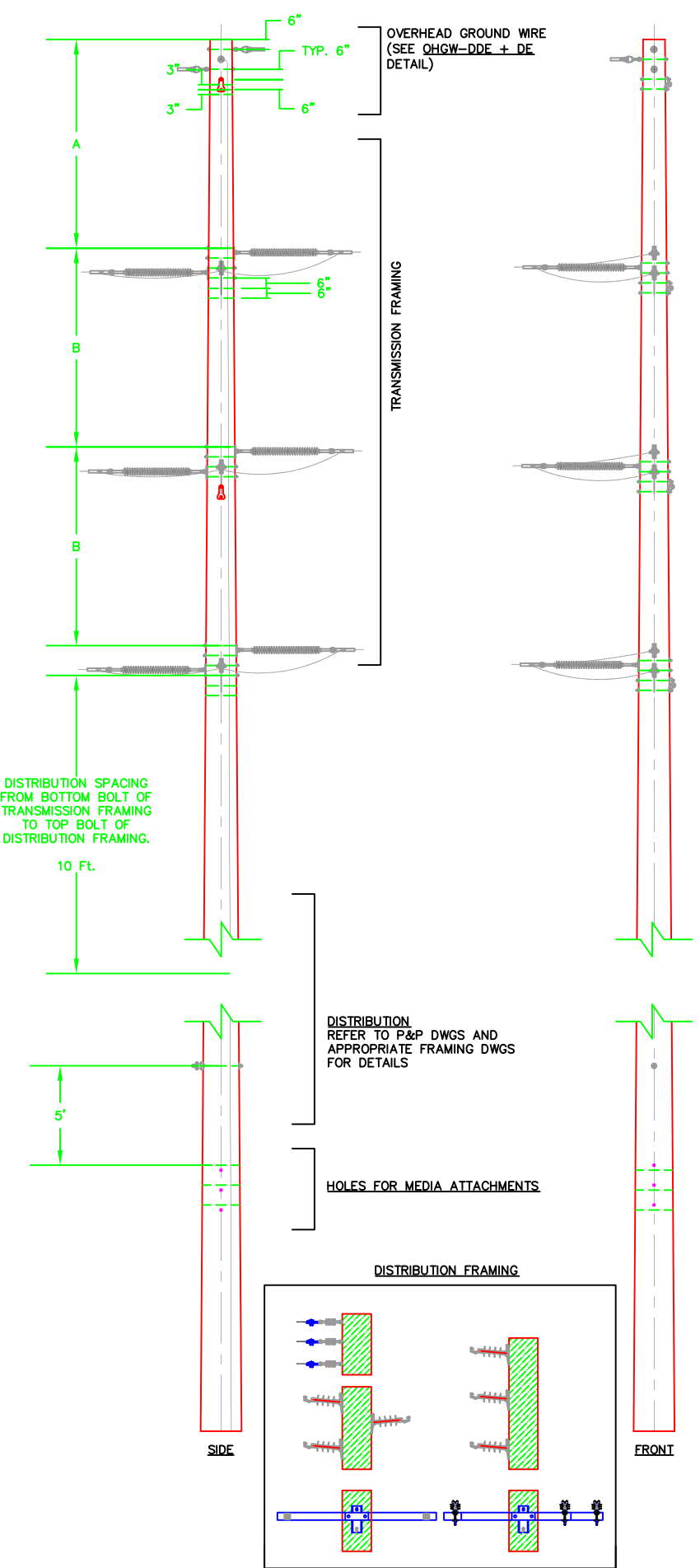
APPENDIX A-3
46kV FRAMING REFERENCES

FOR CONSTRUCTION OF
FAIRHOPE 46kV TRANSMISSION LINE

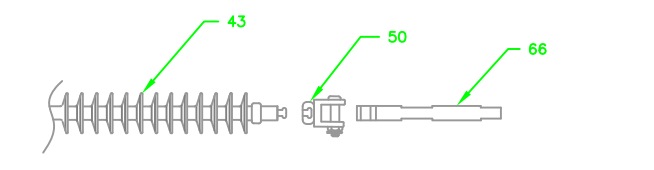
PROJECT NUMBER: E001-12

BY

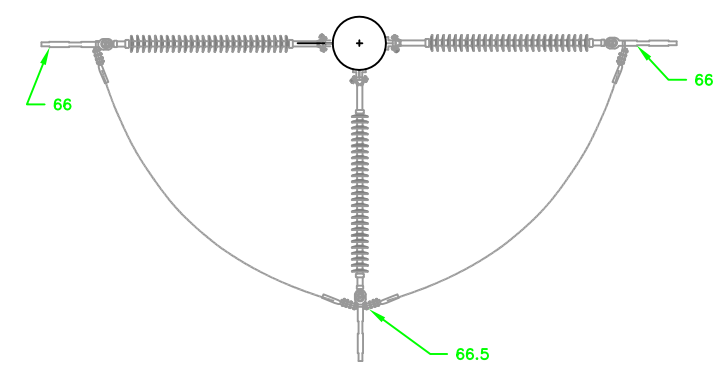
CUSTOM ENGINEERING SOLUTIONS



TRIPLE VERTICAL DEADEND



CONDUCTOR ATTACHMENT DETAIL



TOP VIEW

TCV-4.3W ESTIMATED MATERIALS LIST

MFR.	CAT. NO.	ITEM	QTY.	DESCRIPTION
HUBBELL	S025023S2010	43	9	69KV DEADEND SUSPENSION INSULATOR
ALCOA	E33117	66	6	CLAMP, COMP DE ASSEMBLY
ALCOA	E33317	66.5	3	CLAMP, DOUBLE COMP DE ASSEMBLY
MPS	UGA-66-6	46	14	POLE EYE PLATE
ANDRSON	SC30	50	9	SOCKET-CLEVIS, 30K TENSILE STRENGTH
		65	26	MACHINE BOLT, NUT 3/4" X REQ. L
		55	52	WASHER, 3" SQ CURVED, 13/16"
		57	26	LOCKNUT, 3/4"
		30.5	5	WEJ-TAP SPLICE CONNECTOR

TCV-5.1 DIMENSION & DISTRIBUTION TABLE

TRANSMISSION DIMENSION			
"A"	"B"	POLE LOCATION	DISTRIBUTION FRAMING
6'-0"	7'-0"	#4	(1) C-5.1, (1) C-8.1

- NOTES:
1. ON STEEL POLES DRILLING OF ANY MISSING HOLES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR
 2. THE USE OF SIDE JUMPERS AS NEEDED IS CONSIDERED PART OF THE FRAME
 3. ALL ATTACHED EQUIPMENT MUST BE BONDED TO THE GROUND AT THE TOP BOLT. SEE BONDING DETAIL FOR MORE INFORMATION.
 4. FRAMING MAY BE SPACED DIFFERENTLY FROM SPEC DEPENDING ON LOCATION. REFER TO P&P FOR DETAILS.

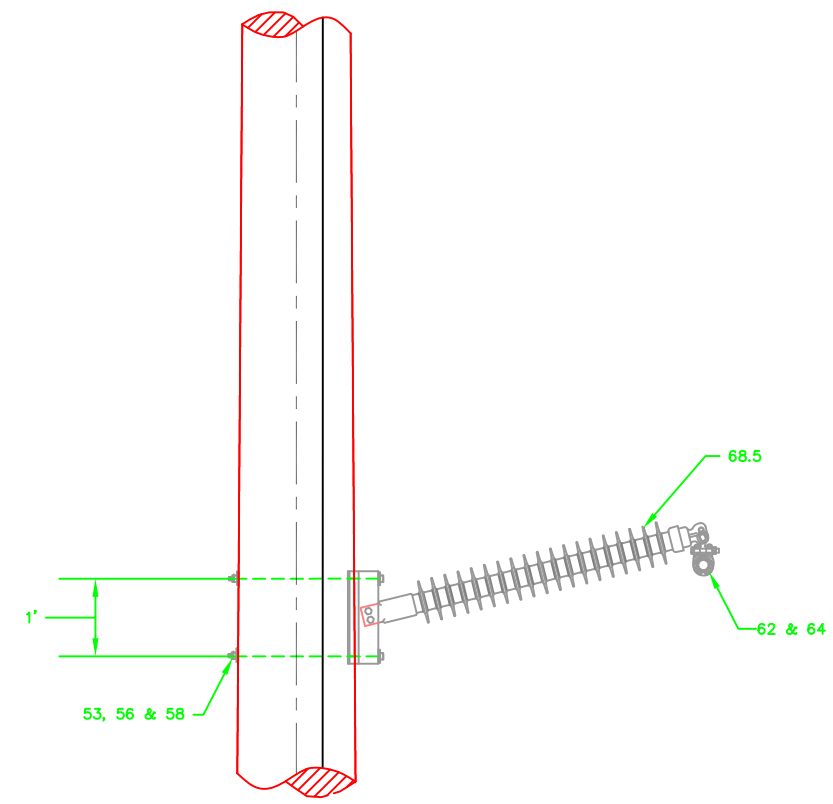
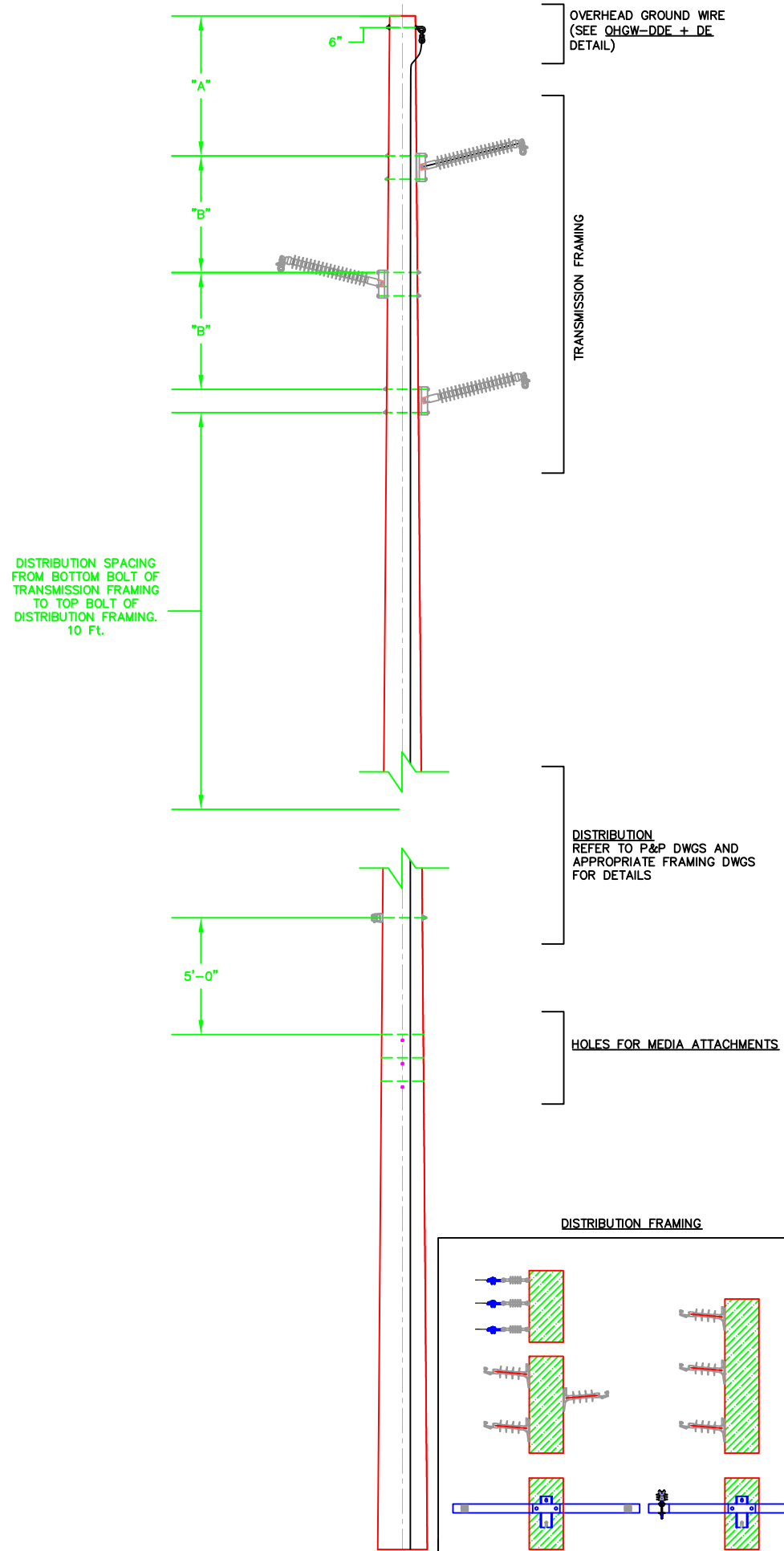
FAIRHOPE PUBLIC UTILITIES
PROJECT: E001-12 / 46kV RECONDUCTORING

46kV TRANSMISSION TRIPLE DEADEND INSULATORS IN VERTICAL CONFIGURATION

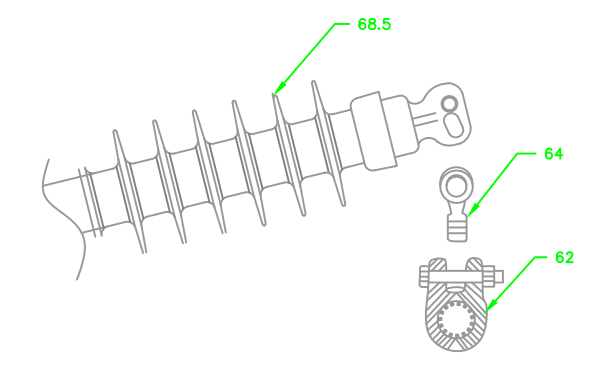


DRAWN BY: S.S. CHKD BY: J.PHADONGSY
 APP'D BY: F. NOORI DATE: 06/04/13 **CE69-TCV4-3W-R2**

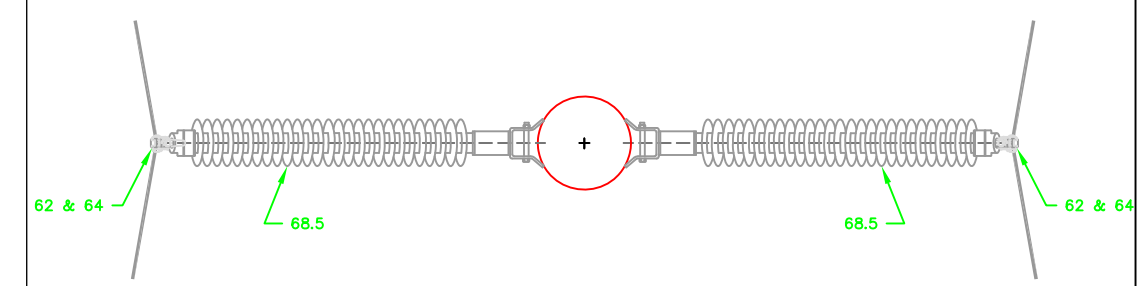
SCALE: NOT TO SCALE



POST INSULATOR ASSEMBLY



CONDUCTOR ATTACHMENT DETAIL



TOP VIEW

CE-TP.69G ESTIMATED MATERIALS LIST

MFR.	CAT. NO.	ITEM	QTY.	DESCRIPTION
HUBBELL	P250026S0020	68.5	3	INSULATOR, 69KV POST, GAIN BASE
PLP	AGS-5115	62	3	ARMOR ROD, GRIP SUSP. CLAMP TL PRIMRY ASS'Y
ANDERSON	YCS-06-90	64	3	Y-CLEVIS EYE
		53	6	MACHINE BOLT, NUT 7/8" X REQ'D LENGTH
		58	6	LOCKNUT, 7/8"
		56	12	WASHER, 3 1/2" SQ., 15/16"

NOTES:

1. ON STEEL POLES DRILLING OF ANY MISSING HOLES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR
2. THE USE OF SIDE JUMPERS AS NEEDED IS CONSIDERED PART OF THE FRAME
3. ALL ATTACHED EQUIPMENT MUST BE BONDED TO THE GROUND AT THE TOP BOLT. SEE BONDING DETAIL FOR MORE INFORMATION.
4. FRAMING MAY BE SPACED DIFFERENTLY FROM SPEC DEPENDING ON LOCATION. REFER TO P&P FOR DETAILS.

CE-TP.69G DIMENSION & DISTRIBUTION TABLE

TRANSMISSION DIMENSIONS			
"A"	"B"	POLE LOCATION	DISTRIBUTION FRAMING
6'-0"	5'-0"	#7	(1) C-5
6'-0"	5'-0"	#6, #8	-
6'-0"	5'-0"	#19	(1) C-1.10, (1) B5
6'-0"	5'-0"	#21	(1) C-1.10, (1) UM-3P, (1) UM-1P
6'-0"	5'-0"	#23	(1) C-1.10
6'-0"	5'-0"	#24, #25, #26, #30, #32, #34, #35	(1) CF-3.1B
6'-0"	5'-0"	#28	(1) C-1.10, (1) C-5
6'-0"	5'-0"	#29	(1) C-1.10, (1) UM-1P
6'-0"	5'-0"	#36	(1) CF-3.1B, (1)A5, (1) UM-1P

FAIRHOPE PUBLIC UTILITIES
PROJECT: E001-12 / 46kV RECONDUCTORING

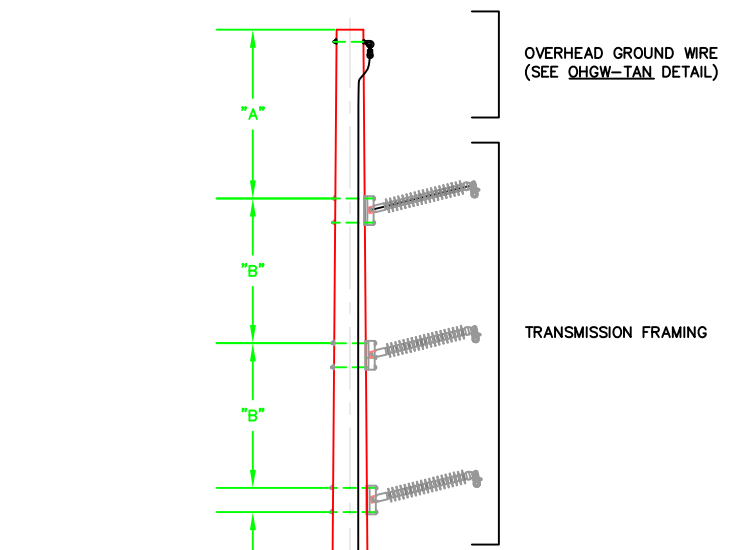


**46kV TRANSMISSION POST LINE INSULATORS
IN VERTICAL STAGGERED CONFIGURATION**

SCALE: NOT TO SCALE

DRAWN BY: S.S. CHKD BY: J.PHADONGSY
APP'D BY: F. NOORI DATE: 06/04/13

CE-TP.69G_R1



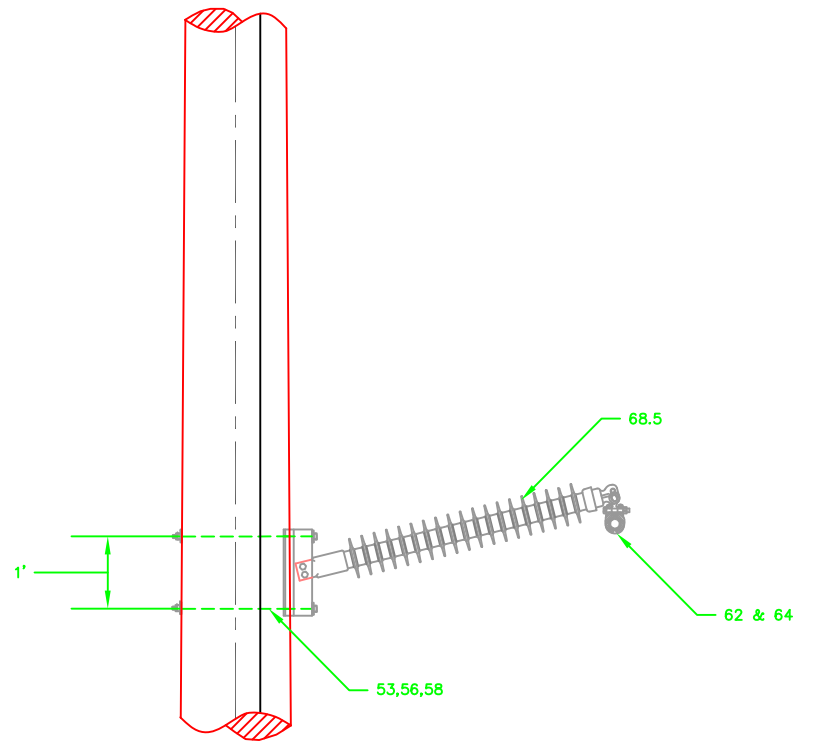
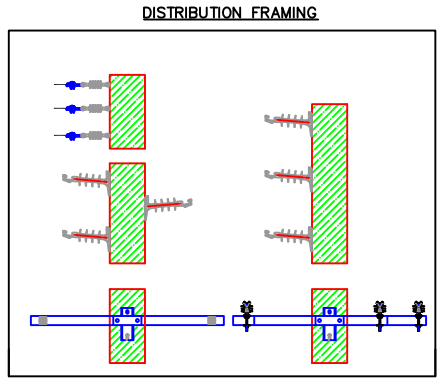
DISTRIBUTION SPACING FROM BOTTOM BOLT OF TRANSMISSION FRAMING TO TOP BOLT OF DISTRIBUTION FRAMING. 10 Ft.

OVERHEAD GROUND WIRE
(SEE OHGW-TAN DETAIL)

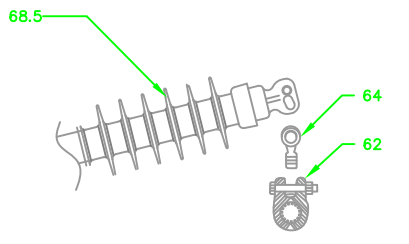
TRANSMISSION FRAMING

DISTRIBUTION
REFER TO P&P DWGS AND
APPROPRIATE FRAMING DWGS
FOR DETAILS

HOLES FOR MEDIA ATTACHMENTS



POST INSULATOR ASSEMBLY



CONDUCTOR ATTACHMENT DETAIL

CE-TP.69G ESTIMATED MATERIALS LIST

MFR.	CAT. NO.	ITEM	QTY.	DESCRIPTION
HUBBELL	P250026S0020	68.5	3	INSULATOR, 69KV POST, GAIN BASE
PLP	AGS-5115	62	3	ARMOR ROD, GRIP SUSP. CLAMP TL PRIMRY ASS'Y
ANDERSON	YCS-06-90	64	3	Y-CLEVIS EYE
		53	6	MACHINE BOLT, NUT 7/8" X REQ'D LENGTH
		58	6	LOCKNUT, 7/8"
		56	12	WASHER, 3 1/2" SQ., 15/16"

CE-TP.69G DIMENSION & DISTRIBUTION TABLE

TRANSMISSION DIMENSIONS			
"A"	"B"	POLE LOCATION	DISTRIBUTION FRAMING
7'-0"	5'-6"	#9	-
7'-0"	5'-6"	#18	(1) C-8.1, (1) C-5

NOTES:

- ON STEEL POLES DRILLING OF ANY MISSING HOLES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR
- THE USE OF SIDE JUMPERS AS NEEDED IS CONSIDERED PART OF THE FRAME
- ALL ATTACHED EQUIPMENT MUST BE BONDED TO THE GROUND AT THE TOP BOLT. SEE BONDING DETAIL FOR MORE INFORMATION.
- FRAMING MAY BE SPACED DIFFERENTLY FROM SPEC DEPENDING ON LOCATION. REFER TO P&P FOR DETAILS.



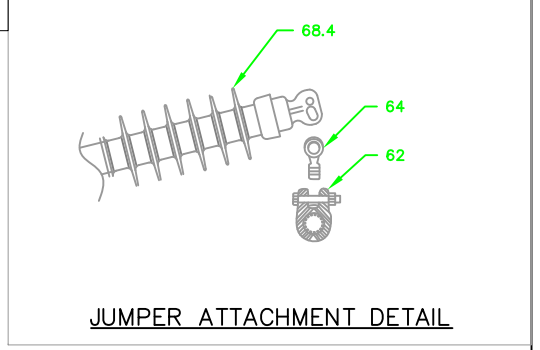
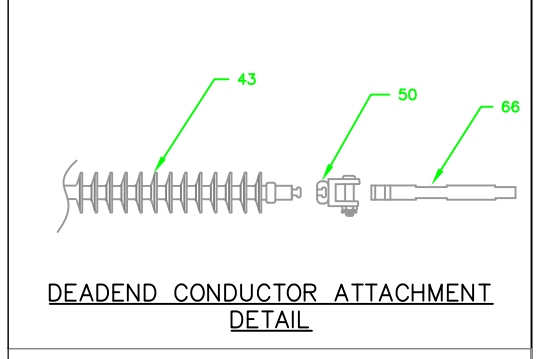
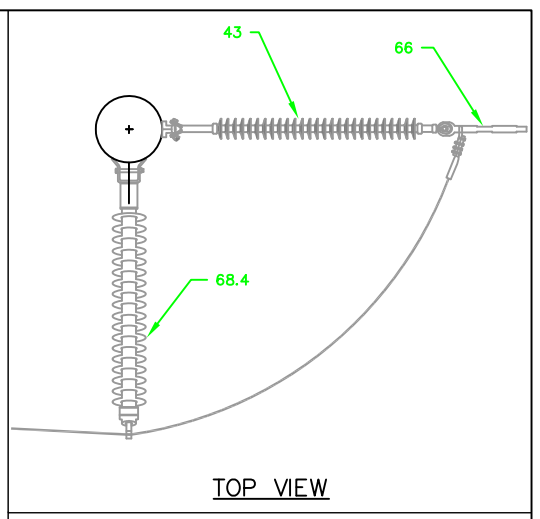
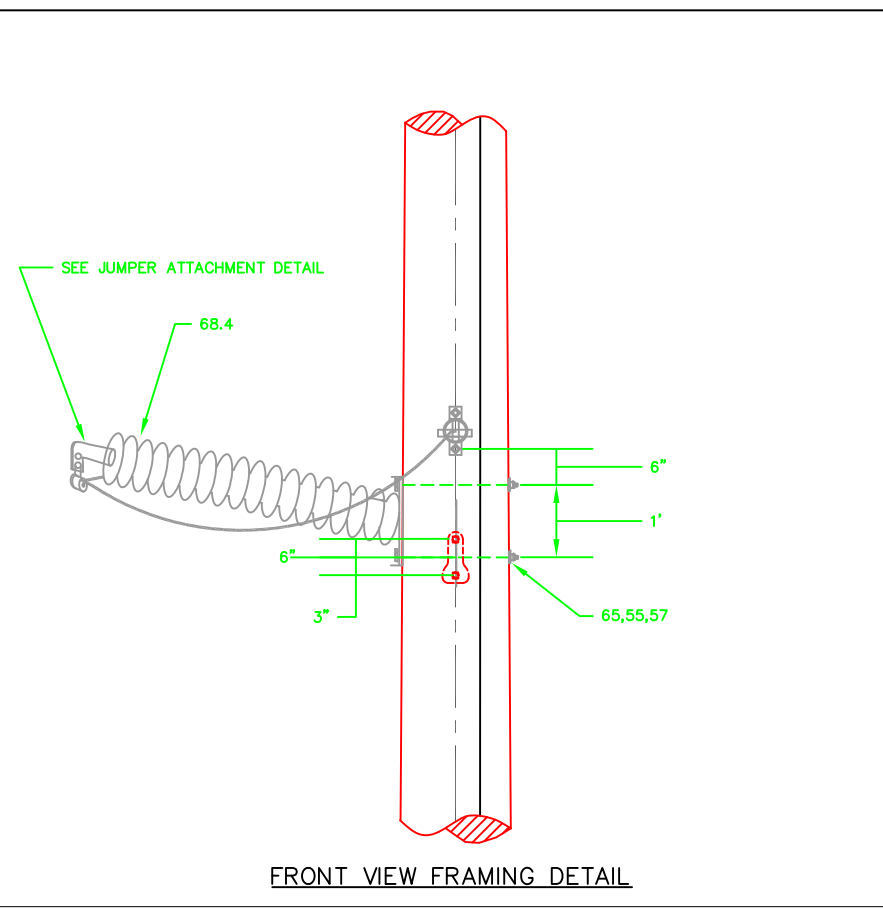
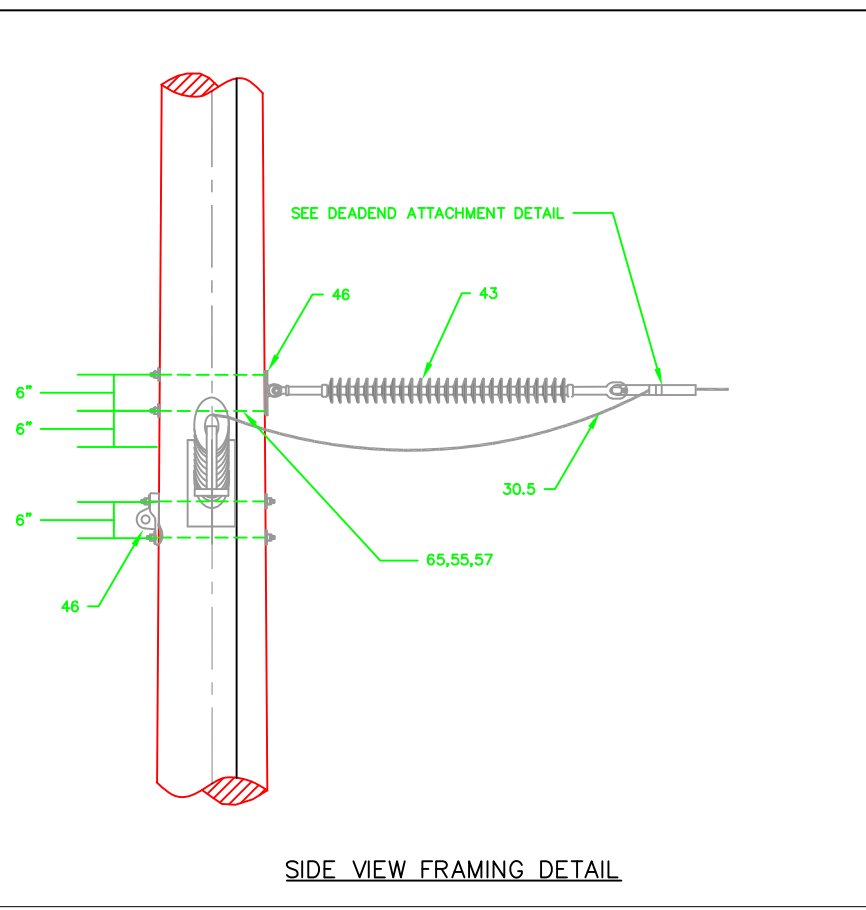
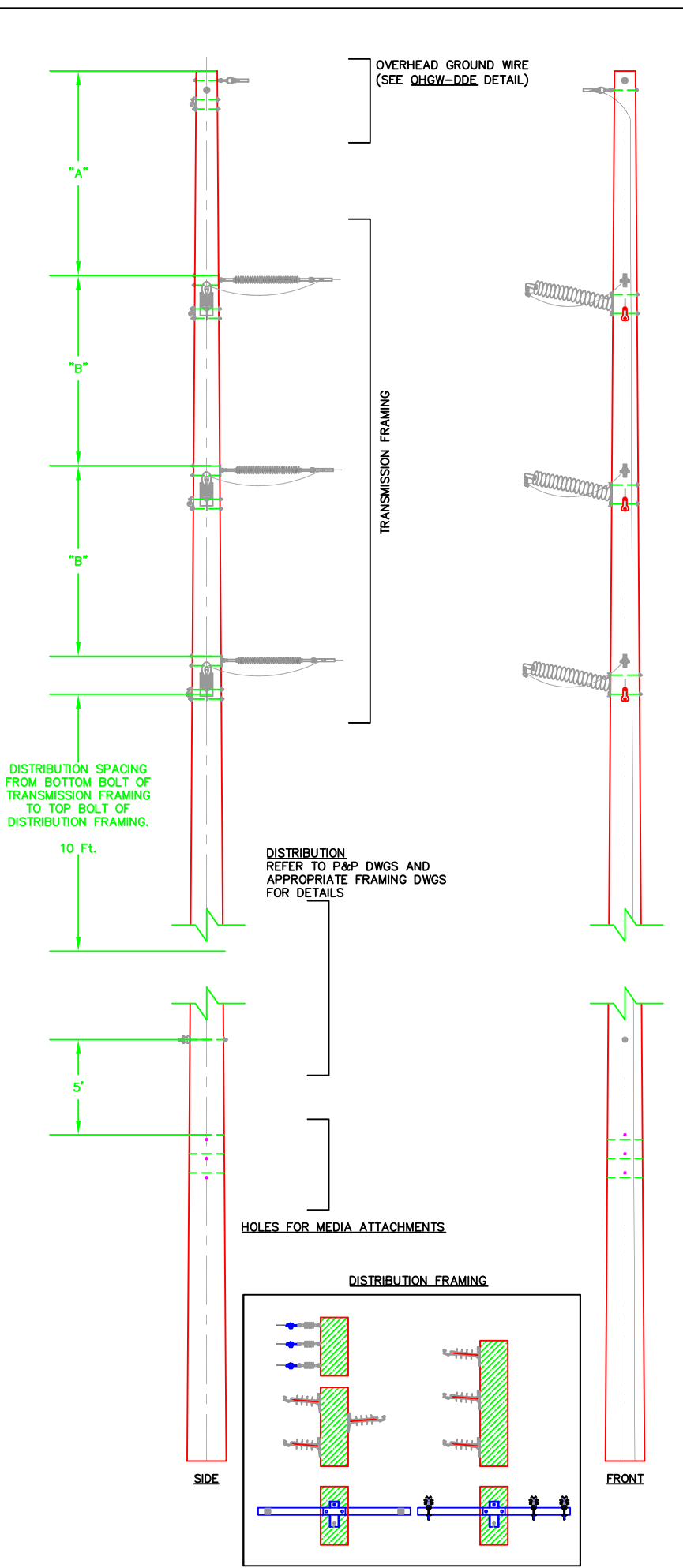
SCALE: NOT TO SCALE

FAIRHOPE PUBLIC UTILITIES
PROJECT: E001-12 / 46kV RECONDUCTORING

46kV TRANSMISSION HORIZONTAL LINE POST INSULATORS IN VERTICAL CONFIGURATION

DRAWN BY: S.S. CHKD BY: J.PHADONGSY
APP'D BY: F. NOORI DATE: 06/04/13

CE-TP.69GB_R1



TCV-5.1 ESTIMATED MATERIALS LIST

MFR.	CAT. NO.	ITEM	QTY.	DESCRIPTION
HUBBELL	S025023S2010	43	3	69KV DEADEND SUSPENSION INSULATOR
HUBBELL	P250026S0020	68.4	3	INSULATOR, 69KV POST, GAIN BASE
ALCOA	E33117	66	3	CLAMP, COMP DE ASSEMBLY
PLP	AGS-5115	62	3	ARMOR ROD, GRIP SUSP CLAMP TL PRIMARY ASS'Y
ANDERSON	YCS-06-90	64	3	ANDERSON[YCS-06-90]Y-CLEVIS EYE
MPS	UGA-66-6	46	6	POLE EYE PLATE
ANDRSON	SC30	50	3	SOCKET-CLEVIS, 30K TENSILE STRENGTH
		65	18	MACHINE BOLT, NUT 3/4" X REQ. L
		55	36	WASHER, 3" SQ CURVED, 13/16"
		57	18	LOCKNUT, 3/4"
		30.5	4	WEJ-TAP SPLICE CONNECTOR

TCV-5.1 DIMENSION & DISTRIBUTION TABLE

TRANSMISSION DIMENSION			
"A"	"B"	POLE LOCATION	DISTRIBUTION FRAMING
7'-0"	7'-0"	#31A	(1) C4.2
7'-0"	7'-0"	#31B	(1) C4.2

- NOTES:
- ON STEEL POLES DRILLING OF ANY MISSING HOLES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR
 - THE USE OF SIDE JUMPERS AS NEEDED IS CONSIDERED PART OF THE FRAME
 - ALL ATTACHED EQUIPMENT MUST BE BONDED TO THE GROUND AT THE TOP BOLT. SEE BONDING DETAIL FOR MORE INFORMATION.
 - FRAMING MAY BE SPACED DIFFERENTLY FROM SPEC DEPENDING ON LOCATION. REFER TO P&P FOR DETAILS.

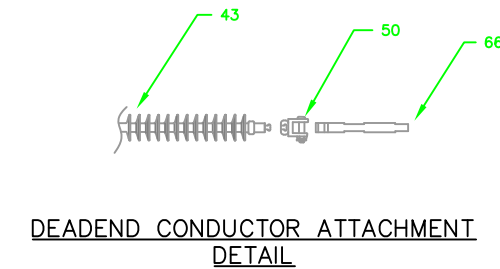
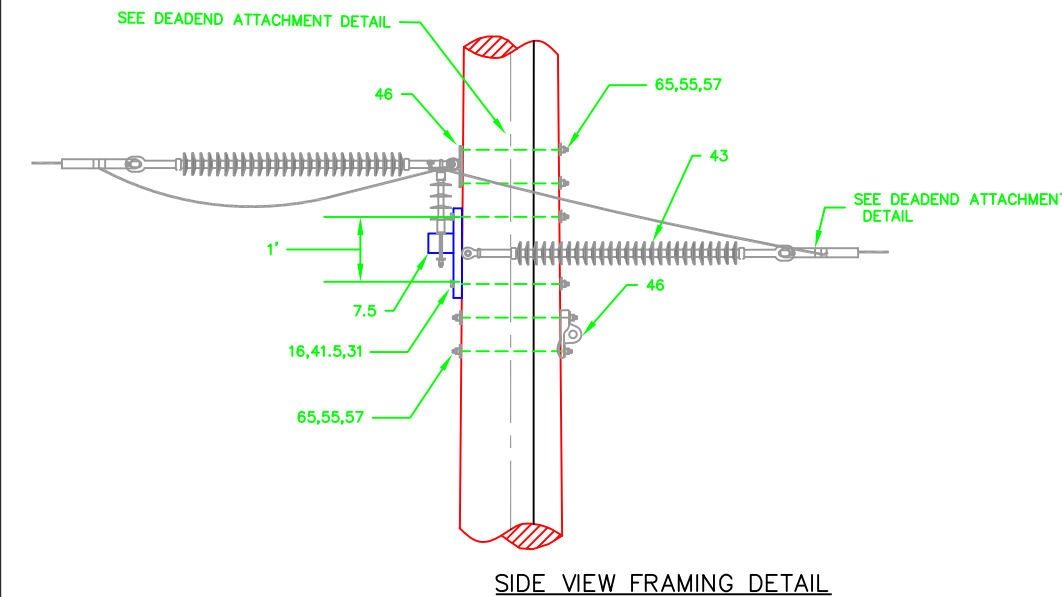
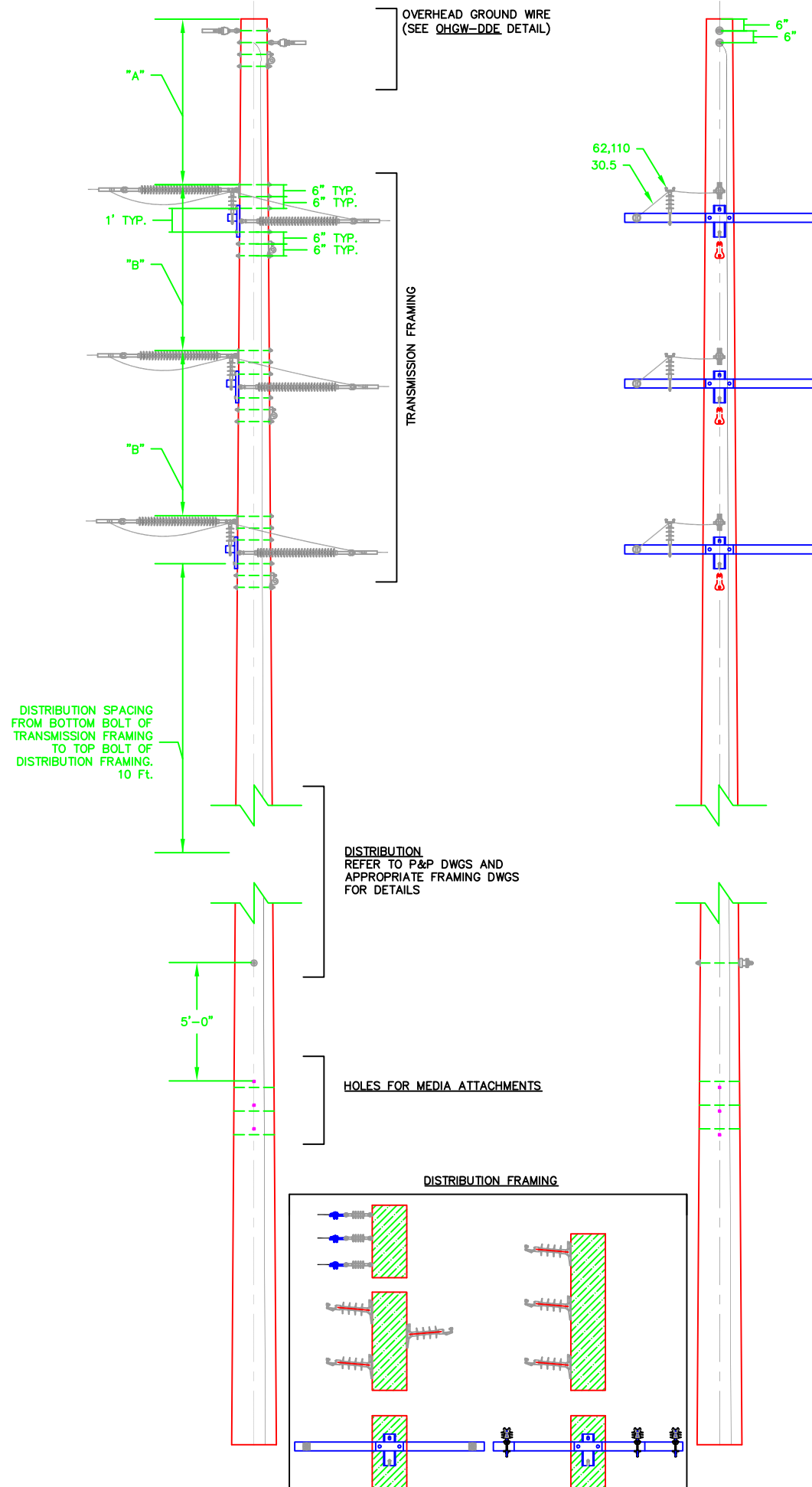


SCALE: NOT TO SCALE

FAIRHOPE PUBLIC UTILITIES
PROJECT: E001-12 / 46kV RECONDUCTORING

46kV TRANSMISSION VERTICAL DOUBLE DEADEND WITH SLACK SPAN

DRAWN BY: S.S.	CHKD BY: J.PHADONGSY	CE-TCV5.1_R1
APP'D BY: F. NOORI	DATE: 06/04/13	



TCV-5+TCV-5.1 ESTIMATED MATERIALS LIST

MFR.	CAT. NO.	ITEM	QTY.	DESCRIPTION
PUPI	DA250060E2SPX2	7.5	3	CROSSARM, 5' FIBERGLASS, DEADEND
HUBBELL	S025023S2010	43	6	69KV DEADEND SUSPENSION INSULATOR
ALCOA	E33117	66	6	CLAMP, COMP DE ASSEMBLY
MPS	UGA-66-6	46	6	POLE EYE PLATE
ANDRSON	SC30	50	6	SOCKET-CLEVIS, 30K TENSILE STRENGTH
HUBBELL	80S0460209	110	3	VERTICAL LINE POST SR 46KV
PLP	AGS-5115	62	3	CLAMP, CUSHION GRIP, TRUNNION
		65	12	MACHINE BOLT, NUT 3/4" X REQ. L
		55	24	WASHER, 3" SQ CURVED, 13/16"
		57	12	LOCKNUT, 3/4"
		16	6	MACHINE BOLT, NUT 5/8" X REQ. L
		41.5	12	WASHER, 2 1/4" SQ 11/16"
		31	6	LOCKNUT, 5/8"
		30.5	4	WEJ-TAP SPLICE CONNECTOR

TCV-5+TCV5.1 DIMENSION & DISTRIBUTION TABLE

TRANSMISSION DIMENSION			
"A"	"B"	POLE LOCATION	DISTRIBUTION FRAME
7'-0"	7'-0"	#39	(1) C9.1

- NOTES:
- ON STEEL POLES DRILLING OF ANY MISSING HOLES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR
 - THE USE OF SIDE JUMPERS AS NEEDED IS CONSIDERED PART OF THE FRAME
 - ALL ATTACHED EQUIPMENT MUST BE BONDED TO THE GROUND AT THE TOP BOLT. SEE BONDING DETAIL FOR MORE INFORMATION.
 - FRAMING MAY BE SPACED DIFFERENTLY FROM SPEC DEPENDING ON LOCATION. REFER TO P&P FOR DETAILS.

FAIRHOPE PUBLIC UTILITIES
PROJECT: E001-12/46KV RECONDUCTORING

46kV TRANSMISSION VERTICAL DEADEND



SCALE: NOT TO SCALE

DRAWN BY: S.S. CHKD BY: J.PHADONGSY
 APP'D BY: F. NOORI DATE: 06/04/13

CE-TCV5+TCV5.1_R1

**APPENDIX A-4
SAGGING CRITERIA
&
PROJECT CONDUCTOR GEOMETRY REFERENCES**

**FOR CONSTRUCTION OF
FAIRHOPE 46kV TRANSMISSION LINE**

PROJECT NUMBER: E001-12

BY

CUSTOM ENGINEERING SOLUTIONS

***BID REFERENCE Section Sagging Data

Sec. No.	Cable File Name	From Str.	To Str.	Voltage (kV)	Ruling Span (ft)	-----Sagging Data----- Condition	Temp. (deg F)	Catenary Constant (ft)	Horiz. Tension (lbs)	Display Catenary Constant (ft)
1	ex-sparrow_acsr.wir	7(75')	7R1(EX)	12	51.9	Initial RS	60.0	3186.2	290.9	504.2
2	penguin_acsr.wir	18(80')	31A(80')	12	221.1	Initial RS	60.0	2463.1	717.0	1326.5
3	penguin_acsr.wir	31B(80')	38(EX)	12	229.9	Initial RS	60.0	2487.8	724.2	1361.6
7	ex-quail_acsr.wir	4(75')	5(EX)	12	105.3	Initial RS	60.0	2025.1	371.0	765.9
8	ex-penguin_acsr.wir	17(EX)	18(80')	12	98.7	Initial RS	60.0	2400.0	698.6	768.2
9	ex-sparrow_acsr.wir	18(80')	18R1(EX)	12	73.2	Initial RS	60.0	3239.9	295.8	665.1
10	ex-penguin_acsr.wir	38(EX)	38R2(EX)	12	246.3	Initial RS	60.0	2527.3	735.7	1424.8
12	sparrow_acsr.wir	7(75')	7R1(EX)	0	51.6	Initial RS	60.0	3142.4	286.9	707.8
13	ex-quail_acsr.wir	17(EX)	18(80')	0	98.6	Initial RS	60.0	2400.0	439.7	944.9
14	quail_acsr.wir	18(80')	31A(80')	0	221.1	Initial RS	60.0	2484.2	455.1	1494.1
15	quail_acsr.wir	31B(80')	39(75')	0	223.3	Initial RS	60.0	2489.1	456.0	1503.1
17	7no_8_alumoweld.wir	31B(80')	39(75')	0	276.7	Initial RS	60.0	5200.0	1361.4	2770.2
18	ibis_acsr.wir	31B(80')	39(75')	46	276.7	Initial RS	60.0	4160.1	2273.9	1882.3
20	ex-sparrow_acsr.wir	19(75')	19R1(EX)	12	67.7	Initial RS	60.0	1423.9	130.0	507.5
21	ex-sparrow_acsr.wir	28(75')	28L1(EX)	12	55.1	Initial RS	60.0	3099.7	283.0	523.1
22	ex-penguin_acsr.wir	37(40')	37L1(EX)	12	247.9	Initial RS	60.0	2527.3	735.7	1429.8
23	ex-sparrow_acsr.wir	19(75')	19R1(EX)	0	67.2	Initial RS	60.0	1423.9	130.0	625.0
24	ex-sparrow_acsr.wir	28(75')	28L1(EX)	0	55.0	Initial RS	60.0	3066.8	280.0	724.7
25	ex-quail_acsr.wir	37(40')	37L1(EX)	0	247.9	Initial RS	60.0	2548.6	466.9	1595.4
26	ex-quail_acsr.wir	38(EX)	38R2(EX)	0	246.3	Initial RS	60.0	2548.6	466.9	1591.4
29	ex-raven_acsr.wir	4(75')	5(EX)	0	105.0	Initial RS	60.0	2114.9	307.3	934.3
30	ex-sparrow_acsr.wir	18(80')	18R1(EX)	0	73.1	Initial RS	60.0	3218.0	293.8	881.6
31	7no_8_alumoweld.wir	4(75')	31A(80')	0	299.0	Initial RS	60.0	5257.5	1376.4	2898.3
32	ibis_acsr.wir	4(75')	31A(80')	46	298.9	Initial RS	60.0	4206.4	2299.2	1974.7
33	penguin_acsr.wir	31A(80')	31B(80')	12	32.9	Initial RS	60.0	343.5	100.0	181.3
34	penguin_acsr.wir	38(EX)	39(75')	12	109.7	Initial RS	60.0	2024.4	589.3	788.8
35	ex-quail_acsr.wir	4(75')	4R1(EX)	12	54.2	Initial RS	60.0	1652.3	302.7	433.6
36	ex-penguin_acsr.wir	38(EX)	38R2(EX)	12	246.3	Initial RS	60.0	2527.3	735.7	1424.8
37	ex-raven_acsr.wir	4(75')	4R1(EX)	0	54.2	Initial RS	60.0	1742.6	253.2	566.8
38	quail_acsr.wir	31A(80')	31B(80')	0	32.8	Initial RS	60.0	545.9	100.0	282.9
39	ex-3_8-7_strand_ehs_steel.wir	4(75')	5(EX)	0	105.1	Initial RS	60.0	7154.6	1953.2	4471.6
40	7no_8_alumoweld.wir	31A(80')	31B(80')	0	34.9	Initial RS	60.0	382.0	100.0	252.7
41	ex-3_8-7_strand_ehs_steel.wir	38(EX)	38R2(EX)	0	246.3	Initial RS	60.0	4655.0	1270.8	3020.2
43	ex-quail_acsr.wir	4(75')	5(EX)	46	105.4	Initial RS	60.0	3400.1	622.9	909.7
44	ibis_acsr.wir	31A(80')	31B(80')	46	30.5	Initial RS	60.0	182.9	100.0	145.0
45	ex-ibis_acsr.wir	38(EX)	38R2(EX)	46	246.3	Initial RS	60.0	4086.3	2233.6	1748.0

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***BID REFERENCE Section Geometry Data

Notes: Lengths are arc lengths along the wire at 60 (deg F), Initial.
 Lengths are adjusted for the number of phases, the number of subconductors and to exclude the length of strain insulators.
 Lengths are computed with any concentrated loads removed.

Sec. No.	Cable File Name	From Str.	To Str.	Number of Phases	Wires Per Phase	Min. Span (ft)	Max. Span (ft)	Ruling Span (ft)	Total Cable Length (ft)
1	ex-sparrow_acsr.wir	7(75')	7R1(EX)	3	1	51.9	51.9	51.9	146.4
2	penguin_acsr.wir	18(80')	31A(80')	3	1	63.8	296.1	221.1	7504.1
3	penguin_acsr.wir	31B(80')	38(EX)	3	1	82.0	294.3	229.9	4195.9
7	ex-quail_acsr.wir	4(75')	5(EX)	3	1	105.4	105.4	105.3	310.0
8	ex-penguin_acsr.wir	17(EX)	18(80')	3	1	99.0	99.0	98.7	288.7
9	ex-sparrow_acsr.wir	18(80')	18R1(EX)	3	1	73.5	73.5	73.2	211.8
10	ex-penguin_acsr.wir	38(EX)	38R2(EX)	3	1	246.3	246.3	246.3	733.1
12	sparrow_acsr.wir	7(75')	7R1(EX)	1	1	51.9	51.9	51.6	50.1
13	ex-quail_acsr.wir	17(EX)	18(80')	1	1	99.0	99.0	98.6	97.4
14	quail_acsr.wir	18(80')	31A(80')	1	1	63.8	296.1	221.1	2502.7
15	quail_acsr.wir	31B(80')	39(75')	1	1	82.0	294.3	223.3	1509.6
17	7no_8_alumoweld.wir	31B(80')	39(75')	1	1	109.7	316.0	276.7	1509.9
18	ibis_acsr.wir	31B(80')	39(75')	3	1	109.6	316.0	276.7	4515.3
20	ex-sparrow_acsr.wir	19(75')	19R1(EX)	2	1	67.8	67.8	67.7	127.4
21	ex-sparrow_acsr.wir	28(75')	28L1(EX)	3	1	55.3	55.3	55.1	154.2
22	ex-penguin_acsr.wir	37(40')	37L1(EX)	3	1	247.9	247.9	247.9	731.7
23	ex-sparrow_acsr.wir	19(75')	19R1(EX)	1	1	67.8	67.8	67.2	66.2
24	ex-sparrow_acsr.wir	28(75')	28L1(EX)	1	1	55.3	55.3	55.0	53.6
25	ex-quail_acsr.wir	37(40')	37L1(EX)	1	1	247.9	247.9	247.9	246.0
26	ex-quail_acsr.wir	38(EX)	38R2(EX)	1	1	246.3	246.3	246.3	244.4
29	ex-raven_acsr.wir	4(75')	5(EX)	1	1	105.1	105.1	105.0	103.0
30	ex-sparrow_acsr.wir	18(80')	18R1(EX)	1	1	73.5	73.5	73.1	71.8
31	7no_8_alumoweld.wir	4(75')	31A(80')	1	1	221.6	410.2	299.0	4244.3
32	ibis_acsr.wir	4(75')	31A(80')	3	1	221.4	409.8	298.9	12716.8
33	penguin_acsr.wir	31A(80')	31B(80')	3	1	32.9	32.9	32.9	98.8
34	penguin_acsr.wir	38(EX)	39(75')	3	1	109.7	109.7	109.7	323.0
35	ex-quail_acsr.wir	4(75')	4R1(EX)	3	1	54.2	54.2	54.2	153.3
36	ex-penguin_acsr.wir	38(EX)	38R2(EX)	3	1	246.3	246.3	246.3	733.1
37	ex-raven_acsr.wir	4(75')	4R1(EX)	1	1	54.2	54.2	54.2	52.1
38	quail_acsr.wir	31A(80')	31B(80')	1	1	32.8	32.8	32.8	32.8
39	ex-3_8-7_strand_ehs_steel.wir	4(75')	5(EX)	1	1	105.5	105.5	105.1	105.0
40	7no_8_alumoweld.wir	31A(80')	31B(80')	1	1	34.9	34.9	34.9	33.9
41	ex-3_8-7_strand_ehs_steel.wir	38(EX)	38R2(EX)	1	1	246.3	246.3	246.3	245.4
43	ex-quail_acsr.wir	4(75')	5(EX)	3	1	105.5	105.5	105.4	297.7
44	ibis_acsr.wir	31A(80')	31B(80')	3	1	30.5	30.5	30.5	88.5
45	ex-ibis_acsr.wir	38(EX)	38R2(EX)	3	1	246.3	246.3	246.3	721.4

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***BID REFERENCE Stringing Chart Report

Section #31 from structure #4(75') to structure #31A(80'), start set #45 '', end set #5 ''
Cable 'c:\pls\library\cables\generic\alumoweld\7no_8_alumoweld.wir', Ruling span (ft) 298.988
Sagging data: Catenary (ft) 5257.5, Horiz. Tension (lbs) 1376.41 Condition I Temperature (deg F) 60
Results below for condition 'Initial RS'
Calculations done using actual span lengths and vertical projections

Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension
60 F	65 F	70 F	75 F	80 F	85 F	90 F	95 F	100 F	105 F	110 F	115 F	120 F
(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)
1377	1327	1280	1235	1190	1148	1106	1067	1030	996	962	930	901

Section #32 from structure #4(75') to structure #31A(80'), start set #46 '', end set #6 ''
Cable 'c:\pls\library\cables\acsr\ibis_acsr.wir', Ruling span (ft) 298.894
Sagging data: Catenary (ft) 4206.4, Horiz. Tension (lbs) 2299.22 Condition I Temperature (deg F) 60
Results below for condition 'Initial RS'
Calculations done using actual span lengths and vertical projections

Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension
60 F	65 F	70 F	75 F	80 F	85 F	90 F	95 F	100 F	105 F	110 F	115 F	120 F
(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)
2299	2202	2109	2017	1935	1855	1780	1710	1646	1585	1526	1475	1425

Section #17 from structure #31B(80') to structure #39(75'), start set #5 '', end set #5 ''
Cable 'c:\pls\library\cables\generic\alumoweld\7no_8_alumoweld.wir', Ruling span (ft) 276.703
Sagging data: Catenary (ft) 5200, Horiz. Tension (lbs) 1361.36 Condition I Temperature (deg F) 60
Results below for condition 'Initial RS'
Calculations done using actual span lengths and vertical projections

Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension
60 F	65 F	70 F	75 F	80 F	85 F	90 F	95 F	100 F	105 F	110 F	115 F	120 F
(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)
1361	1311	1262	1214	1169	1124	1083	1041	1004	967	933	900	869

Section #18 from structure #31B(80') to structure #39(75'), start set #6 '', end set #56 ''
Cable 'c:\pls\library\cables\acsr\ibis_acsr.wir', Ruling span (ft) 276.714
Sagging data: Catenary (ft) 4160.08, Horiz. Tension (lbs) 2273.9 Condition I Temperature (deg F) 60
Results below for condition 'Initial RS'
Calculations done using actual span lengths and vertical projections

Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension	Horiz Tension
60 F	65 F	70 F	75 F	80 F	85 F	90 F	95 F	100 F	105 F	110 F	115 F	120 F
(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)	(lbs)
2274	2169	2070	1976	1889	1806	1728	1657	1588	1526	1468	1414	1363

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INVITATION SUMMARY

Bid No. 022-13 46KV TRANSMISSION AND 12KV DISTRIBUTION
LINES UPGRADE

Project No. E001-12 46KV RECONDUCTORING AND SUBSTATION
EXPANSION

Issue Date: 6/07/13

Bid Bond Requirements: 5% of bid price (see
Advertisement Page)

Certificate of Insurance Requirements: See Standard Terms and
Conditions

Pre-Bid Meeting: There will be no pre-bid
meeting

Deadline for Questions Date: 07/3/13 (10:00am)

IFB Closing Date (bids opened): 07/08/13 (10:00am)

City Internet Site: (for bid postings) www.cofairhope.com

Bid Copies: (to submit) One (1)

Purchasing Department Contact: Daniel P Ames, Purchasing
Manager
dan.ames@cofairhope.com
(251) 928-8003

END OF INVITATION SUMMARY

CONTRACTOR INFORMATION
BID NO. 022-13 46KV TRANSMISSION AND 12KV DISTRIBUTION LINES UPGRADE
PROJECT NO.E001-12 46KV RECONDUCTORING AND SUBSTATION EXPANSION

Please print this section and turn in with your response

Business Organization

Name of Bidder (exactly as it appears on W-9):

Doing-Business-As Name of Bidder:

Principal Office Address:

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly _____

Privately _____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____

No _____

Primary Contact _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Website: _____

Contact: _____ EMAIL _____

END OF INFORMATION SECTION