

ADDENDUM NO 01

CITY OF FAIRHOPE

BID NO. 026-17 Installation of Seasonal Supplemental LED Lighting RE-BID

The following questions have been submitted by potential bidders and answers have been provided by the Superintendent for Electric Dept, and the Director of Operations.

The bid documents for this Bid shall be amended, revised and changed in the following particulars:

1. **REMOVE AND DISCARD CONTENTS (PG 2)**
REPLACE WITH CONTENTS rev1 (attached)

2. **REMOVE AND DISCARD ITEM III**
REPLACE WITH ITEM III rev1 (attached)

- 3 **REMOVE AND DISCARD ITEM VIII**
REPLACE WITH ITEM VIII rev1 (attached)

4. **REMOVE AND DISCARD ITEM X**
REPLACE WITH ITEM X rev1 (attached)

5. **Please attach Exhibits A, B, and CHRISTMAS TREE LIGHTS(sizes) and Photos**

Responders are to sign and include signed Addendum No. 1 with submitted bid documents.

Acknowledged:

Company

By

Daniel P. Ames
Purchasing Manager
City of Fairhope
Posted: 08-28-2017

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ITEM III rev1
BID RESPONSE FORM

Date: _____

BID NO.026-17 Installation of Seasonal Supplemental LED Lighting 2017--RE-BID

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

The owner agrees to provide the following materials: Light strands, electrical demarks

Bid Duration: One (1) year from signing date of Contract, with the option to extend the bid or Contract, for up to two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to extending the bid or contract.

Bid Item	Description	Unit Price	Qty	Total
Wrap Method (See Exhibit B)				
1.A	Install 0'-10'		29	
1.B	Install 10.1'-15'		53	
1.C	Install 15' +		12	
1.D	Remove 0'-10'		29	
1.E	Remove 10.1'-15'		53	
1.F	Remove 15' +		12	
Bid Item	Description	Unit Price	Qty	Total
Mesh Method (See Exhibit B)				
2.A	Install 0'-10'		7	
2.B	Install 10.1'-15'		13	
2.C	Install 15' +		28	
2.D	Remove 0'-10'		7	
2.E	Remove 10.1'-15'		13	
2.F	Remove 15' +		28	
		*(Basis of award)	TOTAL BID PRICE	

*Owner reserves the right to install tree lights to achieve the required deadline in the event the contractor is not able to maintain the scheduled completion date and will deduct the fee from the award based on the itemized fee schedule.

Liquidated damages will be assessed in the amount of \$500.00 per day for failure to meet delivery date as specified by bidder. Both the City and the Contractor agree that the above figure represents a reasonable amount for actual damages incurred by the City and is compensatory.

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

<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>	<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>
_____	_____	_____	_____
_____	_____	_____	_____

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. as 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.

WITNESS our hands this _____ day of _____, 2017.

IF INDIVIDUAL

_____ Doing Business As, _____
(SIGNATURE of Individual Bidder) (Business name)

Business

Business Mailing Address

City, State, Zip code

Alabama General Contractor License No. _____ Alabama Foreign Entity ID _____
(Attach copy)

Alabama General Contractor License Major Categories:

Alabama General Contractor Specialties

NOTARY FOR INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ }

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

_____ As _____ of _____
PRINT name of Bid signer Title PRINT Company name

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

Given under my hand and Notary Seal on this _____ day of _____, 2017.

Notary Public _____

My Commission Expires ____/____/____

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Name of Corporation, Partnership or Joint Venture

BY:

(**SIGNATURE** of Officer authorized to sign Bids and Contracts for the firm) (Position or Title)

(**PRINT NAME(S)** OF OTHERS IF IN PARTNERSHIP)

Business Mailing Address

City, State, Zip Code

Alabama General Contractor License No. _____ (Attach Copy)

Alabama General Contractor License Major Categories:

Alabama General Contractor Specialties

Alabama Foreign Corporation Entity ID _____
(Required of Out of State vendors)

NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE

STATE OF _____ }

COUNTY OF _____ }

I the undersigned authority in and for the said State and County, hereby certify that _____
Print name of Bid signer

as _____ respectively, of _____
title company

whose is signed to the foregoing document, 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 _____, 2017.

Notary Public _____

My Commission Expires ____/____/____

END OF BID RESPONSE FORM

ITEM VIII rev1

**SCOPE OF WORK AND SPECIFICATIONS
for**

Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting 2017--RE-BID

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

- 8.0 SCOPE OF WORK: Installation of Seasonal Supplemental LED Lighting** stringers in downtown trees.
- 8.0.1 CONTRACTOR shall furnish all necessary supervision, labor, equipment, tools, and transportation, and other resources for installation and removal of seasonal lighting in designated street-side trees in downtown Fairhope, in the designated timeframe. This is a very high profile task, and the end result will be a focal point for months.
- 8.1. **INSTALL** approximately 15,000 Mini, warm white LED light stringers in One Hundred Forty-Seven (147) trees in downtown. **See Exhibit A.** Contractor must follow manufacture recommendation for connecting lights end to end. The method of installation varies by tree species. All trees will be fully decorated unless access is obstructed by buildings and/or awnings. Such obstructed trees will be partially decorated, per instructions from City Project Manager. Oak Trees and Pear Trees will be decorated by installing lights in a vertical and horizontal method producing an 8" mesh beginning where the branches meet the trunk to extend to the top of tree canopy. All strands must be secured in the tree to not allow them to fall out from wind, rain or natural effects of gravity by periodically wrapping the stringer around secure limbs. **See Exhibit B.** Elms, Ash, Maple, Crepe Myrtle, Holly, Cypress and Ginkgo Biloba trees will be decorated by wrapping the trunk beginning at the branches extending to the top of the tree and each individual limb from trunk to end of limb and back to trunk. There will be no crossing from limb to limb with light strands other than at the base of the limb. **See Exhibit B.** All plugs at the receptacle box must be secured as to not come unplugged from wind or weight. No light strands will be allowed to drape away from the tree more than 4".
- 8.1.2. Awarded Vendor must supply their own equipment for installation and removal of lights. The City will not provide electrical charging stations for Contractor's equipment, including lifts; and recommends Contractor supply diesel, gasoline or other non-electric fueled heavy equipment.
- 8.1.3. **Awarded Vendor shall be finished installation of lighting by November 10.**
- 8.1.4 All maintenance of equipment is to be the responsibility of bidder and all equipment is to be provided by company awarded bid. The City will not be responsible for upkeep, parts, replacement, and liability of equipment or contract employees.
- 8.1.5 **CONTRACTOR will be responsible for providing their own equipment staging areas.** Staging equipment (especially daytime storage) in public street-side parallel or angle parking spaces is not permissible. If City owned staging areas become available, that information will be provided to potential bidders.
- 8.2 **Installation of lights** will be only **Sunday – Thursday** (excluding any holidays) with no **time of work hourly** restriction. Lights must be picked up from the City facility during normal business hours of Mon. – Fri. 7:00 AM – 4:00 PM. Excluding holidays.
- 8.3 Work area must be cleaned after each installation and sidewalks must be kept clear.
- 8.4 Disruption of parking in downtown must be kept to a minimum. No more than 8 on street parking spots can be blocked at any one time unless permission is given by Electric Superintendent.
- 8.5 **City Responsibilities:**
- 8.5.1 The City will be responsible for supplying the lights.
- 8.5. 2 The City will be responsible for supplying power to all of the trees.
- 8.5.3 Tree trimming will be handled by the City of Fairhope Public Works Department or their designee.

- 8.5.4 **The Awarded Vendor will be responsible for removing the lights from the trees after the Arts & Crafts festival, (which takes place annually the third weekend in March), and be completed within 30 days of the end of the festival.** The method of removing the lights will be by cutting the strands out of the tree and disposing of them at the designated City facility.
- 8.6 CONTRACTOR shall furnish a crew composed of a minimum of two personnel as outlined below. The CONTRACTOR will supply the necessary equipment to fulfill the job.
- 8.6.1 CONTRACTOR shall designate one (1) person, fluent in English, to be the main Point of Contact for all public relations with the general public and shall keep all pertinent information to include the phone number of the City of Fairhope Electric Department designated representative, information about the particular day's service request, and other relevant information as required. The CONTRACTOR will provide at least one person fluent in English, on every work crew on the worksite.
- 8.6.2 CONTRACTOR shall provide the crew with a cell phone for communications.
- 8.7 All work shall conform to arboricultural best practices. Weekly inspections to verify proper techniques will be done by the City of Fairhope and invoices will not be released for payment until the City of Fairhope has satisfied itself all work has been performed satisfactorily.
- 8.7.1 CONTRACTOR shall not use gaffs or climbing spurs on any tree unless the tree is to be removed to the ground, or in the case of emergency.
- 8.7.2 CONTRACTOR shall remove all work-related debris from the job site unless directed otherwise. CONTRACTOR shall handle such material in a manner consistent with all applicable laws and regulations, and shall take care to avoid obstructing roads, sidewalks, and lawns. CONTRACTOR shall be responsible for all parts of the work area and the removal of all debris and surplus material, so as to leave the area in as good a condition as when the work commenced. Material can be disposed of at no charge to the CONTRACTOR.
- 8.7.3 CONTRACTOR will be responsible for setting up traffic control devices as required by City ordinance, or ALDOT and MUTCD regulations, whichever is applicable.
- 8.7.4 All maintenance of equipment is to be the responsibility of bidder and all equipment is to be provided by company awarded bid. The City will not be responsible for upkeep, parts, replacement, and liability of equipment or contract employees.
- 8.8 Price to be firm for a period of one (1) year with the option to extend the bid for an additional two (2) consecutive years if both parties agree on price extension.
- 8.9 SPECIFICATIONS:**
- 8.9.1 EQUIPMENT SPECIFICATIONS
- 8.9.1.1 All equipment is to be in good working order for the duration of the Contract. Equipment, tools, and personnel to be supplied by the CONTRACTOR include:
- 8.9.1.1.2 Truck or other aerial lift equipment with all necessary outriggers and safety equipment, necessary to install / remove lights to and from trees approximately 30 feet in height.
- 8.9.1.1.5 The Aerial lifts are to be equipped with necessary flags, traffic cones, chocks, and other related equipment necessary for daily safety and operational efficiency.
- 8.10 **MISCELLANEOUS INFORMATION:**
- Question #1--** Who is responsible for any electrical shock hazards associated during the installation process as well as after the Christmas lights are installed?
- Answer #1--** **It would depend on the contract documents and/or whether there was negligence involved by a city employee or a contractor employee or a defective product supplied by the contractor.**
- Question #2--** Will this job require a permit and be inspected?
- Answer #2--** **No permits or inspections required**
- Question #3--** Are the existing receptacles GFCI protected? Are they required to be?
- Answer #3--** **Not currently, but will be for the Contractors to work safely. Yes, any exterior receptacles should be GCFI protected**

Question #4--Are the lights to be installed suitable for wet locations?

Answer #4--The stringers to be installed are UL rated for indoor/outdoor use

Question #5-- What is the minimal height allowable for non-GFCI protected light stringers?

Answer #5-- No minimum height, any exterior receptacle should be GFCI protected

8.11

Liquidated Damages

Liquidated damages will be assessed in the amount of \$500.00 per day for failure to meet delivery date as specified by bidder. Both the City and the Contractor agree that the above figure represents a reasonable amount for actual damages incurred by the City and is compensatory.

END OF SCOPE OF WORK

**ITEM X rev1
CONTRACT**

This **CONTRACT** is made this ____ day of _____, 2017, by and between the City of Fairhope (hereinafter "**OWNER**") and _____ (hereinafter "**CONTRACTOR**"), for

Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting 2017--RE-BID

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

1. The Contract consists of all of the items contained within this contract, the quotation 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 the **WORK**.

2. The **CONTRACTOR** shall perform all the **WORK** described herein.

3. **Term of Agreement**

Bid Duration: One (1) year from signing date of **CONTRACT**, with the option to extend the **CONTRACT** for up to Two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in written agreement to extend the **CONTRACT**. The extension must be approved by City Council, and executed by the Mayor. The term of the agreement shall therefore be for a period of ONE (1) Year from ____/____/____ to ____/____/____.

4. **Compensation**

The Owner is to be invoiced on a monthly basis, in arrears, for payment.

The **CONTRACTOR** agrees to charge, and the Owner agrees to pay for the required services for Installation of Seasonal Supplemental LED Lighting stringers in downtown trees, in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____ (\$_____). 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. 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.

5. **Payment Withheld**

The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of:

- a. Negligence on the part of the **CONTRACTOR** to execute the work properly or fail to perform any provision of this Agreement.
- b. The Owner, after three (3) days written notice to the **CONTRACTOR**, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Contract sum.
- c. Claims filed or reasonable evidence indicating probable filing of claims.
- d. Failure of the **CONTRACTOR** to make payments properly to SUB-**CONTRACTORS** for material or labor.
- e. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
- f. Damage to the property, or another **CONTRACTOR** or another **CONTRACTOR'S** work.

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

6. **General Conditions**

- a. **Indemnity:** The **CONTRACTOR** hereby agrees to indemnify and save harmless the Owner, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract, to the extent caused by a negligent act or omission of the **CONTRACTOR**, their agents, servants, employees, SUB-**CONTRACTORS**, or others associated with the **CONTRACTOR**. The **CONTRACTOR** shall be responsible for damage to any elevator

equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.

- b. **Notification and Accident Reports:** In the event of accidents of any kind, the CONTRACTOR shall notify the Owner immediately and furnish, without delay, copies of all such accident reports to the Owner. If in the performance of their Work, the CONTRACTOR fails to immediately report an accident to the Owner, of which the CONTRACTOR has knowledge of and which results in a fine levied against the Owner then the CONTRACTOR shall be responsible for all fines levied against the Owner.

7. **Termination of Agreement**

- a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the Owner, in whole or in part, in writing, whenever the Owner determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
- b. **Termination for Convenience:** The Owner has the absolute right to terminate the Agreement upon "Award of Contract" to another CONTRACTOR, to perform work referenced herein. In such event, payment of the Contract fee shall cease on the date of cancellation of the Contract by the Owner.

8. **Warranty**

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

9. **Time of Completion**

The Owner and CONTRACTOR understand and agree that time is of the essence in the performance of this Agreement. The CONTRACTOR or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes, fire, water damage, loss of power, loss of funding or any other causes, contingencies, or circumstances not subject to the Owner or CONTRACTOR'S control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner's or CONTRACTOR'S contractual obligations, respectively. Any such causes of delay, even though existing on the date of the

Contract, or on the day of the start of Work, shall extend the time of the Owner's or CONTRACTOR'S performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. **However, under such circumstances as described herein, the Owner may, at their discretion, cancel this Contract for their own convenience.**

Liquidated Damages

Liquidated damages will be assessed in the amount of \$500.00 per day for failure to meet delivery date as specified by bidder. Both the City and the Contractor agree that the above figure represents a reasonable amount for actual damages incurred by the City and is compensatory.

10. **Acceptance of Work**

The Owner will be deemed to have accepted the Work after the Owner agrees the Work is completed. In the event Work furnished under the Contract is found to be defective or does not conform to the intent of the Contract, the CONTRACTOR shall, within ten (10) days from receipt of notice from the Owner, correct the deficiencies. Failure on the part of the CONTRACTOR to properly correct the deficiencies within the time period allowed will constitute the Owner's right to cancel the Contract immediately, upon written notice to the CONTRACTOR.

11. **Correction of Work**
The CONTRACTOR shall promptly correct all Work rejected by the Owner as faulty, defective or failing to conform to the Contract, whether observed before or after completion of the Work. The CONTRACTOR shall bear all costs of correcting such rejected Work.
12. **Right to Audit**
The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the Owner at all reasonable times, for inspections and audit by the Owner, during the entire term of the Contract, and for a period of Three (3) years after the expiration of this Contract.
13. **Intermittent Problems**
Intermittent problems are to be considered a single call-back until the problem is fixed.
14. **Time is of the Essence**
The Owner and CONTRACTOR agree that time is of the essence in the performance of Work called for under this Contract. The CONTRACTOR 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.
15. **Safety Measures**
The CONTRACTOR shall take all necessary precautions for the safety of the Owner's and CONTRACTOR's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The CONTRACTOR shall post signs warning against hazards in and around the Work site.
16. **Extra Work and Associated Costs**
a. Changes in the Work: The Owner, without invalidating the Contract, may order changes in the Work within the general scope of this Contract, consisting of additions, deletions, or other revision, the Contract price and time for execution of the Work being adjusted accordingly.
b. All such changes in the Work shall be authorized by a written Amendment to the Contract or a separate Change Order and shall be executed under the applicable conditions of the Contract.
17. **Familiarity with the Work**
The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Contract by the CONTRACTOR serves as his stated commitment to fulfill all requirements and conditions referred to in this Contract.
18. **Scope of Work** – Please see Section VIII
19. **Miscellaneous Provisions**
a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the Owner.
b. The CONTRACTOR shall not assign the Contract or sublet it as a whole without the express written permission of the Owner. The CONTRACTOR shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the Contract, or sublet it as a whole, without the consent of the CONTRACTOR.
c. No waiver, alteration, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner and CONTRACTOR.
d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this Contract.
e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the CONTRACTOR fails to clean up the Work site, the Owner will complete the task and charge the CONTRACTOR for such services.
f. This Contract is considered a non-exclusive Agreement between the parties.

- g. This Contract is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the Contract shall be heard in the Courts of Baldwin County, Alabama.
- i. This Contract contains all terms and conditions agreed upon by the Owner and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.
- j. This Contract 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 Contract, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

SECTION 41-16-5, CODE OF ALABAMA 1975, requires that public contracts over \$15,000 the following:

By signing this Contract, _____ represents
Company Rep and Company name
and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREFORE, the parties hereto have executed this **CONTRACT** as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

NOTARY FOR OWNER (CITY OF FAIRHOPE)

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that KARIN WILSON, as Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document she executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, 2017

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

Individual or Partnership

(Individual or Partnership)

(Print Name of Partner)

(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

(Print Name of Partner)

(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number () _____

Primary e-mail address _____

Alabama General Contractor License No. _____ (Attach Copy)

Alabama General Contractor License Major Categories:

Alabama General Contractor Specialties

Alabama Foreign Corporation Entity ID _____
(Required of Out of State vendors)

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative _____
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

Address _____

Phone Number () _____ Fax Number () _____

Primary e-mail address _____

Alabama General Contractor License No. _____ (Attach Copy)

Alabama General Contractor License Major Categories: _____

Alabama General Contractor Specialties

Alabama Foreign Corporation Entity ID _____
(Required of Out of State vendors)

STATE OF _____ }
COUNTY OF _____ }

_____ as _____ respectively, of _____
title company name

Given under my hand and Notary Seal on this ____ day of _____, 2017

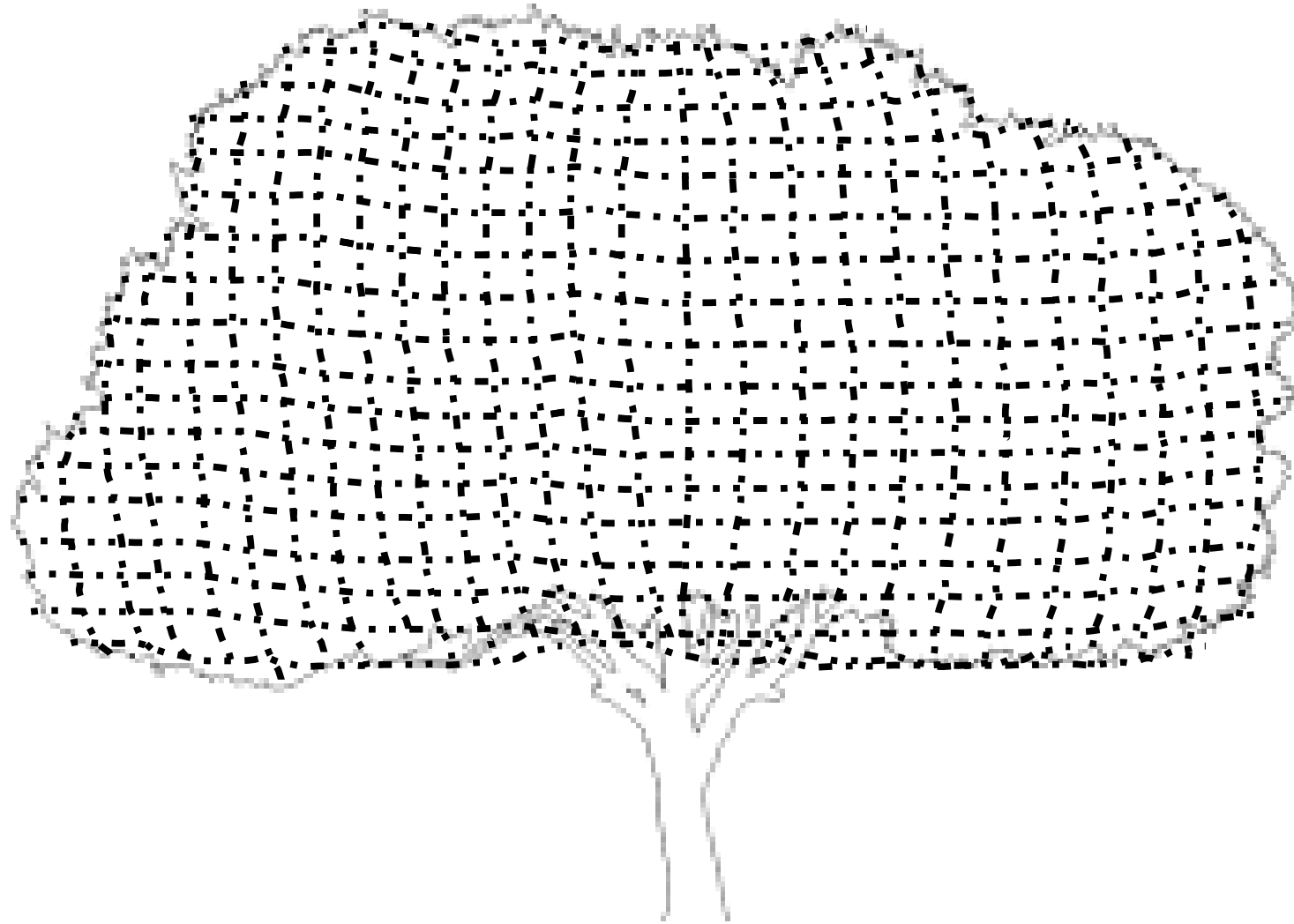
Notary Public
My commission expires ____/____/____

[END OF CONTRACT AGREEMENT]

Exhibit A

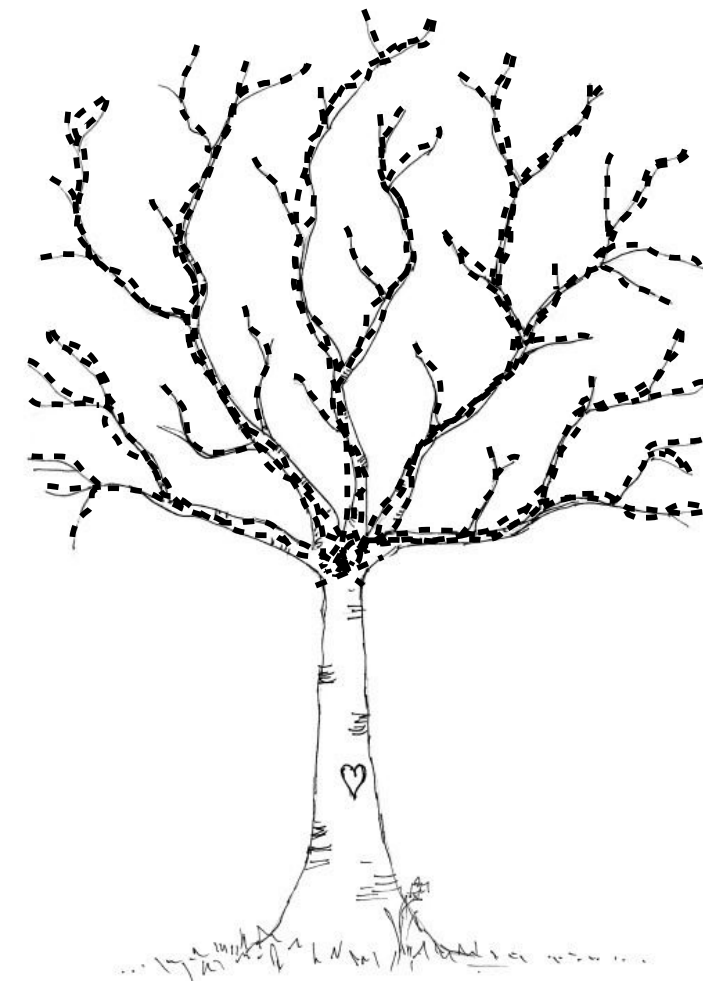


1 in = 314 ft



NOT TO SCALE
OAK AND PEAR TREES

6" TO 8" MESH



NOT TO SCALE
ELM, ASH, HOLLY, CREPE MYRTLE
CYPRESS, MAPLE AND GINKGO BILOBA

WRAP ALL LIMBS

EXHIBIT B

Christmas Trees Lights

Tree Type	TreeNum	Width (ft)	Height (ft)	Crown (ft)
Oak	1	18	17.7	56.52
Oak	2	17	22.7	53.38
Oak	3	14.3	15.3	44.9
Oak	4	23	22.8	72.22
Oak	5	9.25	15.9	29.05
Oak	6	24.1	23.1	75.67
Oak	7	19.6	22.2	61.54
Oak	8	18.3	18.1	57.46
Oak	9	10.8	23.2	33.91
Oak	10	13.7	18.4	43.02
Oak	11	12.4	10	38.94
Oak	12	17.9	17.4	56.21
Oak	13	15.4	15.3	48.36
Ginkgo Biloba	14	16	24	50.24
Oak	15	6.3	8.27	19.78
Oak	16	9.51	14.6	29.86
Oak	17	19.9	10.8	62.49
Oak	18	19.4	16.6	60.92
Oak	19	13.6	15.6	42.7
Oak	20	8.5	8.39	26.69
Oak	21	5.65	7.69	17.74
Maple	22	8.27	7.5	25.97
Maple	23	8.46	13	26.56
Maple	24	14.2	13.7	44.59
Maple	25	10	12.3	31.4
Oak	26	18.1	14.8	56.83
Oak	27	15.4	15.5	48.36
Oak	31	19.3	20.1	60.6
Ash	32	7.79	8.39	24.46
Ash	33	3.74	6.3	11.74
Ash	34	9.94	10.1	31.21
Oak	35	14.8	19.1	46.47
Oak	36	14	17	43.96
Oak	37	15.8	11	49.61

Tree Type	TreeNum	Width (ft)	Height (ft)	Crown (ft)
Oak	38	16.3	13.9	51.18
Oak	39	11.7	18.5	36.74
Oak	40	13.4	18.4	42.08
Oak	41	10.3	12.4	32.34
Oak	42	14.8	13.1	46.47
Maple	43	17.8	15.9	55.89
Oak	44	19.8	17.1	62.17
Crepe Myrtle	45	7.52	6.25	23.61
Crepe Myrtle	46	7.5	6.2	23.55
Cedar	47	8.8	22.9	27.63
Oak	48	12.5	11.1	39.25
Oak	49	11	9.43	34.54
Oak	50	12.7	11.8	39.88
Elm	51	20	16.6	62.8
Elm	52	25.4	15.7	79.76
Elm	53	19.7	20.5	61.86
Oak	54	20	21.7	62.8
Oak	55	17.1	17.6	53.69
Oak	56	18.2	15.1	57.15
Oak	57	23	17.4	72.22
Cedar	58	10	29.8	31.4
Holly	59	9.5	7.5	29.83
Holly	60	12.5	8.75	39.25
Holly	61	7.9	9.6	24.81
Holly	62	8	8	25.12
Holly	63	14.1	6	44.27
Holly	64	7.44	7.75	23.36
Holly	65	6.77	6.97	21.26
Holly	66	7.44	7.08	23.36
Holly	67	8.22	6.09	25.81
Holly	68	9.86	13.4	30.96
Ash	69	10.7	8.55	33.6
Pear	70	9.58	9.81	30.08
Ash	71	11.7	8.8	36.74
Pear	72	11.9	18.2	37.37
Elm	73	17.1	10.9	53.69

Tree Type	TreeNum	Width (ft)	Height (ft)	Crown (ft)
Elm	74	20.9	11.9	65.63
Elm	75	18.2	10.6	57.15
Elm	76	16.1	15.7	50.55
Ash	77	9.19	9.65	28.86
Ash	78	12.6	11	39.56
Ash	79	4	4.85	12.56
Ash	80	10.6	9.3	33.28
Ash	81	10.2	8.96	32.03
Ash	82	9.15	9.64	28.73
Ash	83	11.1	10	34.85
Elm	84	12.6	12.7	39.56
Elm	85	14	10.4	43.96
Elm	86	15.3	13.5	48.04
Elm	87	16.9	13.5	53.07
Oak	88	20.6	24.9	64.68
Pear	89	24.2	15.5	75.99
Ash	90	15	12	47.1
Ash	91	9	8.34	28.26
Ash	92	8.34	8.25	26.19
Ash	93	8.34	9.57	26.19
Maple	94	8.03	10.4	25.21
Ash	96	8.24	8.94	25.87
Elm	97	14.4	9.9	45.22
Crepe Myrtle	98	10.1	12	31.71
Crepe Myrtle	99	18.1	11	56.83
Crepe Myrtle	100	4.61	4.5	14.48
Crepe Myrtle	101	15.5	13.6	48.67
Crepe Myrtle	103	9.7	9.09	30.46
Crepe Myrtle	104	14.1	16.1	44.27
Crepe Myrtle	105	9.37	11.5	29.42
Crepe Myrtle	106	11.9	7.9	37.37
Elm	107	10.6	12.2	33.28
Elm	108	12.3	12.5	38.62
Elm	109	14.3	14	44.9
Elm	110	12.3	13.5	38.62
Elm	111	14.8	13.2	46.47

Tree Type	TreeNum	Width (ft)	Height (ft)	Crown (ft)
Elm	112	12.2	13	38.31
Elm	113	12.8	13.2	40.19
Elm	114	16.5	14.2	51.81
Elm	115	12.9	13.1	40.51
Elm	116	12.7	13.7	39.88
Elm	117	12.1	12.9	37.99
Elm	118	11.4	12.5	35.8
Elm	119	9.98	16.6	31.34
Elm	120	11.5	12.9	36.11
Elm	121	19.2	15.7	60.29
Elm	122	16.9	14	53.07
Elm	123	19.3	12.3	60.6
Elm	124	18	12.4	56.52
Elm	125	10.8	13.6	33.91
Elm	126	12.8	12.2	40.19
Elm	127	14.1	13	44.27
Elm	128	15.2	14.1	47.73
Elm	129	14.4	14.4	45.22
Elm	130	13.3	13.8	41.76
Elm	131	15.5	14.7	48.67
Elm	132	15.3	12.5	48.04
Elm	133	15.3	12.5	48.04
Elm	134	13.2	16.2	41.45
Elm	135	11.6	14.3	36.42
Elm	136	14.5	13.6	45.53
Elm	137	13.7	12.7	43.02
Elm	138	12.3	13.2	38.62
Elm	139	10.4	11.4	32.66
Elm	140	16.3	12.5	51.18
Elm	141	16.9	14.3	53.07
Elm	142	14.9	13.6	46.79
Elm	143	13.3	11	41.76
Elm	144	13.1	12.5	41.13
Elm	145	9.54	10.9	29.96
Elm	146	11.8	12.3	37.05
Elm	147	12.5	11.5	39.25



