

INVITATION TO BID

Bid No. 030-20 ON- CALL Large Tree Removal Services

Sealed bids will be received, opened, and read aloud in public session for **Bid No. 030-20 ON- CALL Large Tree Removal Services** for the **CITY OF FAIRHOPE, AL**, at **10:00 A.M. on Tuesday August 11, 2020**, at the Fairhope City Services and Utilities Building located at 555 S. Section St., Fairhope, Alabama.

Bid Specifications may be obtained from the Fairhope City Services and Utilities Building located at 555 S. Section St., Fairhope, Alabama located at 555 S. Section St., Fairhope, Alabama, Monday through Friday from 7:00 A.M. until 4:00 P.M., or downloaded from the City's website at www.fairhopeal.gov.

Questions or comments pertaining to this bid must be presented in writing, sent as an e-mail to the attention of the Purchasing Manager, Dee Dee Brandt (deedee.brandt@fairhopeal.gov), seventy-two (72) hours prior to the bid opening or will be forever waived.

There will be a non- mandatory pre-bid meeting on Tuesday August 4 at 10:30 a.m. in the Conference Room at the City Services and Public Utilities Bldg. located at 555 S Section Street, Fairhope, AL. Please remember masks are to be worn during the COVID-19 pandemic.

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

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **"Sealed Bid" with Bidder's Name and Number, Bidder's Name and Address, and opening time and date**. Each bid must be in a separate envelope. No responsibility will attach to the City of Fairhope for the premature opening of a bid not properly addressed or identified. 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 company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Awarded Vendor must submit to the City, Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage. 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 of Title 34, of the Code of Alabama, 1975. In addition, the contracted provider, if 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 <http://sos.alabama.gov/business-entities>. 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 proposals 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 on the City of Fairhope's website, www.fairhopeal.gov.

Dee Dee Brandt
Purchasing Manager

ITEM I

INVITATION TO BID

Bid No. 030-20 ON- CALL Large Tree Removal Services

REQUEST FOR PROPOSAL DUE DATE: August 11, 2020

BID NAME AND BID No.: Bid No. 030-20 ON- CALL Large Tree Removal Services

NON-MANDATORY PRE-BID MEETING DATE: August 4, 2020 10:30 a.m.

PLACE OF BID OPENINGS: Fairhope City Services and Public Utilities Building
555 S. Section St.
Fairhope, AL 36532

QUESTIONS MUST BE SUBMITTED BY: July 31, 2020 at 9:00 A.M. (Central)

BID MUST BE PUBLICLY OPENED: August 11, 2020 at 10:00 A.M. (Central)

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **"Sealed Bid" with Bidder's Name and Number, Bidder's Name and Address, and opening time and date.** Each bid must be in a separate envelope. No responsibility will attach to the City of Fairhope for the premature opening of a bid not properly addressed or identified. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid.

Sealed bids will be received until the above time and date at which time they will be opened as soon thereafter as practicable.

Sealed bids must be mailed to the following address:

City of Fairhope
Attn: Dee Dee Brandt, Purchasing Manager
555 S. Section St.
Fairhope, AL 36532

Be advised that overnight delivery by express or courier to Fairhope is not guaranteed. **Faxed or e-mailed bids will not be accepted.**

Questions or comments pertaining to this ITB must be sent to the Purchasing Manager, Dee Dee Brandt (deedee.brandt@fairhopeal.gov), seventy-two (72) hours prior to the ITB opening or will be forever waived.

ITEM II INSTRUCTIONS TO BIDDERS

1.0 GENERAL REQUIREMENTS

- 1.1 All bid components will comply with all Federal, State, and Local laws, ordinances, codes, and regulations.
- 1.2 The awarded vendor will be responsible for ensuring that all items meet specifications before delivery.
- 1.3 Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope Purchasing Department.
- 1.4 All Addenda are part of the bid documents. Include resultant costs in the Bid. Addenda will be issued by posting to the City of Fairhope website: www.fairhopeal.gov, and posted on the Fairhope City Services and Utilities Building bulletin board located at 555 S. Section St., Fairhope, AL. It is the responsibility of the bidder to obtain any addenda and verify that all addenda have been received.
- 1.5 The bid documents are the ITB, Drawings (as required), Addenda, and all other related documents bearing the Bid Name and Bid Number. Bidders shall use complete sets of bid 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.
- 1.6 Signed resolution disposition is required before issuance of purchase order.

2.0 PROPOSAL SUBMISSION AND PREPARATION

- 2.1 Sealed bids, signed, executed, and dated will be received by the City of Fairhope as noted herein. 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 Bidder's Name and Number, Bidder's Name and Address, and opening time and date**. When sent by mail, or courier service, the sealed envelope containing the proposal, marked as indicated above, shall be enclosed in another envelope for mailing.
- 2.2 Forms furnished, or copies thereof, shall be used in strict compliance with the requirements of the Bid, these instructions, and the instructions printed on the forms as necessary. Special care should be exercised in the preparation of bids. All designations and prices shall be fully and clearly set forth.
- 2.3 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.
- 2.4 Each bid must give the full business address of the bidder and must be signed by him / her with his / her 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 proposal 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.

- 2.5 Bids may be withdrawn by 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.
- 2.6 The bidder agrees to deliver materials within the time stated in the Bid Response form and Invitation to Bid.
- 2.7 Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Manager may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least seventy-two (72) hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The City shall determine which (if any) exceptions are acceptable and this determination shall be final.
- 2.8 **A BID GUARANTEE (Bond) equal to 5% of bid price but no more than \$10,000, WILL BE INCLUDED WITH THE BID.** Such bid guarantee shall be a Bid Bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, Letter of Credit, or certain bonds or note of the United States. This is required by the Alabama Competitive Bid Law, Title 41, Chapter 16, **Code of Alabama 1975**. No Bid Security is required on bids less than \$10,000.00_

3.0 ERRORS / REJECTION OF PROPOSAL

- 3.1 Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the City. The City may waive any minor irregularities and may reject any or all proposals. Bids received after the deadline will be returned to the proposer unopened.
- 3.2 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.
- 3.3 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.

4.0 AWARD OF BID

- 4.1 The bid will be awarded to the lowest responsive and responsible bidder complying with conditions of the invitation to bid, provided his bid is reasonable and it is in the best

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

- 4.2 The City of Fairhope **Purchasing Department will issue Purchase Order(s)** to the awarded vendor for bid items as needed, on a per each basis, not case quantities.
- 4.3 If awarded vendor fails to fill Purchase Order(s) or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

5.0 PACKAGING AND DELIVERY

- 5.1 Deliver bid items to the Fairhope City Services and Utilities Building located at 555 S. Section St., Fairhope, AL 36532 or other designated city site, maintaining product in proper state, undamaged.
- 5.2 At point of delivery, awarded vendor will present an itemized delivery ticket with the Purchase Order Number clearly referenced thereon, to City of Fairhope receiving personnel for signing.
- 5.3 F.O.B. City of Fairhope, as directed.
- 5.4 Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
- 5.5 If applicable, 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 approved delivery location.
- 5.6 The bidder shall give the City at least 24 hours' notice (weekends and holidays excluded) prior to delivery on site.

6.0 PAYMENT

- 6.1 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. Drawer 429
Fairhope, AL 36533
ap@fairhopeal.gov
- 6.2 All invoices must reference appropriate Purchase Order Number(s).
- 6.3 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.

Item III
BID BOND

The PRINCIPAL (Bidder's name and address)

The CITY of Fairhope as OWNER (Name and Principal place of Business)

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

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

Bid/ Project No **Bid 030-20**
Project Name: **ON-CALL Large Tree Removal Services**

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 City 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 (\$10,000.00).

THE CONDITION OF THIS OBIGATION is that the Principal has submitted to the City 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 City accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for 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 City 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 City 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 City may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this ____ day of _____, 2020.

ATTEST

Principal (Company)

By _____

Print Name and Title

SURETY ATTEST

Surety Company

By _____

Print Name and Title

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the Financing Agency will be held to the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the City of Fairhope. Failure to disclose the financing information and all conditions will disqualify the Bidder at the City's discretion.

Bidders that are returning a **NO BID** statement shall write on the outside of the Bid Package, the **Bid Number 030-20 On-Call Large Tree Removal Services with "NO BID"** written underneath. The Bid Package will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the City of Fairhope Purchasing Office, 555 S Section St., Fairhope, AL 36532, ATTN.: Dee Dee Brandt, Purchasing Manager. The City cannot guarantee that bids sent by mail or courier will be received will be received on or before the bid opening day and time as required. Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, **Bid 030-20 ON-CALL LARGE TREE REMOVAL SERVICES**. Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

The City of Fairhope, at its discretion, may offer an extension of the Contract awarded to the successful bidder for two additional periods, not to exceed twelve (12) months each or until such time that a new contract can be bid and awarded. Any extension will be at the same prices, terms and conditions. Any extension must have the written approval of both the City and the Awarded Bidder within sixty (60) days prior to the expiration of the original contract.

All factors stated in this invitation package will be considered in determining the successful bidder, and any omission(s) of the stated requirements may be cause for rejection of the bid (s), all as determined solely by the City Council for the City of Fairhope.

The City Council reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period but the City Council reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Fairhope City Council reserves the right to reject any, and all bids, to waive any informality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

TRAFFIC CONTROL, SAFETY ITEMS

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

ITEM IV INSURANCE REQUIREMENTS

4.0 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.

4.01 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.

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

4.03 Worker's Compensation and Employers Liability

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

Part Two: Employers Liability	\$1,000,000 Each Accident
	\$1,000,000 Each Employee
	\$1,000,000 Policy Limit

4.04 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

4.05 Maritime Endorsement (Jones Act)-

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Members 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

4.06 Commercial General Liability

Coverage on an Occurrence form 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.

4.07 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.

4.08 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.

- 4.08.1 The Contractor shall require certificates of insurance from subcontractors. Subcontractors 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 V
PERFORMANCE BOND

KNOW ALL MEN: That we

_____ (Insert here the name & address of legal title of the Contractor)

hereinafter called the Principal, and _____

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

and

_____ hereinafter called the Surety or Sureties, are held and firmly bound unto the City of Fairhope hereinafter called the CITY in the sum of _____ dollars (\$ _____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated ___/___/___ entered into a contract with the CITY for: **Bid No 030-20, On-CALL Large Tree Removal Service**, 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 CITY from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY 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 and seals this _____ day of _____, 20____.

CORPORATION

_____ Name of Corporation, Partnership, or Joint Venture

Business Mailing

Address: _____

email _____ phone _____

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

(General Contractor's License Number)

Foreign Corporation Entity Id (Required of out-of-state-vendors)

Attest:

(Secretary)

(Name of State under the laws of which incorporated)

(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 called the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated ____/____/____ . (Hereinafter called the Contract) for **Bid 030-20 ON-CALL Large Tree Removal Service**, which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

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

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

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.
- (e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Witness our hands and seals this _____ day of _____, 20 ____.

_____, Doing Business As, _____
(Signature of Bidder) (Business Name)

Business Mailing Address:

Attest:

(Secretary) (Name of State under the laws of which incorporated)

(Name of Surety) **BY:** _____
(Attorney in Fact)

BID 030-20
ON- CALL LARGE TREE REMOVAL SERVICES

SCOPE OF WORK

The intent of the bid is to obtain a contract with a tree removal service in order to request the removal of large trees that City forces cannot remove. **Purchase Orders will be issued for EACH requested tree or group of trees removal service.**

SPECIFICATIONS

The Work will consist of tree removal at various locations throughout the City of Fairhope. Work locations include, but are not limited to, parkways (between the sidewalk and curb in front of a residence or private property). Trees tagged for removal will be designated by orange flagging tape at the base of the trunk facing the street. No trees shall be removed unless marked accordingly.

The Work to be completed under these specifications includes the furnishing of all supervision, labor, materials, tools, equipment, and machinery necessary to complete the contract in accordance with these specifications. Cleanup and removal of all material resulting from such work shall be included in the prices quoted.

Contractor shall exercise all necessary caution to ensure the safety and protection of vehicular and pedestrian traffic, as well as all public and private property. In no case will the blocking or closing of a public street be permitted without first obtaining approval from the City of Fairhope or designee.

The Contractor shall take the necessary measures to adequately cover and protect all public and private property, in and around the area of the work to be done. All debris resulting from tree removal activities shall be cleaned up at the end of each shift or assignment each evening before the crew leaves the jobsite. This cleanup operation includes the removal of any and all waste product from all pervious and impervious surfaces, generated or deposited as a result of any and all tree removal activities. The hauling away of all brush trimmings, tree branches, logs, saw dust, equipment, and signs from all public and private property in and around the area of the work. Debris shall be placed on the right of way for City crews to pick up

No person working in trees shall use shoes or spikes or climbing irons or any other footwear or other devices which will injure the trees while work is being performed. The Contractor shall follow and adhere to all Standard Practices and Safety Requirements as set forth in the latest edition of the ANSI A 300 and Z133.1 Standards.

Company must have a certified ISA on the job to direct crews.

RESPONSE TIME

Timeframe will be negotiated between City of Fairhope project manager and the Contractor as this will be an on-call per tree project with a separate Purchase Order for each tree or group of trees.

Under No Circumstance shall work be completed on weekends nor will overtime be used without prior approval from City of Fairhope project manager.

The City of Fairhope project manager shall be notified 24 hours in advance of any tree removal services being performed to coordinate inspection personnel.

- Contractor shall take great care not to damage any City property or private property. Any damages or repairs shall be the responsibility of the Contractor.
- All work shall be completed on City of Fairhope property or on property the City is authorized to do work .
- Any temporary work easements required to perform the job shall be the responsibilities of the City.
- If the City of Fairhope is not satisfied with the quality or quantity of work being provided, the City reserves the right to cancel the contract or revert to next low bidder
- In the event that a tree is to be removed from a private property, **at no time will a confrontation be allowed to take place between the Contractor and the landCity s.** Should a refusal occur, a reasonable attempt must be made to secure permission. Should continue refusal by the landCity persist, the Contractor's representative should cease and contact the City project manager.
- Contractor agrees that its personnel and equipment shall at all times present a neat appearance, and all work shall be done, and all complaints handled by Contractor with due regard to City of Fairhope public relations

City of Fairhope reserves the right to terminate this awarded contract at any time by written notification to the Contractor seven (7) days prior to the effective date of termination. Notwithstanding the foregoing, should Contractor fail to carry out the work to the satisfaction of Fairhope Public Works Department, or fail to comply with any of the provisions of this agreement, City of Fairhope may terminate this agreement upon 24 hours written notice to the Contractor.

4. **INVOICE BILLING**

Purchase Orders (PO) are required for each tree or group of trees to be removed. That PO number will be referenced on each invoice.

Payment will be made upon satisfactory completion of the Work as determined by the City of Fairhope project manager or his designee. Invoicing shall be allowed only after entire tree is removed and placed on right of way for pick up by City crews in accordance with this Contract.

D.B.H. (diameter at breast height) of trees shall be measured at a height of 4 1/2 feet above the average ground level surrounding the tree. Except in the case of a multi-stemmed tree, the convolution of which is 4 1/2 feet (four and one-half) or less above the ground, in this case the measurement will be taken one foot (1') below the convolution

5. **MISCELLANEOUS PROVISIONS**

- a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the City .
- b. The CONTRACTOR shall not assign the Contract or sublet it as a whole without the express written permission of the City . The CONTRACTOR shall not assign any payment due them hereunder, without the express written permission of City . The City 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 City 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 City , or remove to a waste site as directed by the City . If the CONTRACTOR fails to clean up the Work site, the City 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 City 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.

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 _____, 2020.

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Name of Corporation, Partnership or Joint Venture

BY _____
(SIGNATURE of Officer authorized for 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

_____ as _____ respectively, of
Print name of Bid signer title

_____ company

whose name 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 _____, 2020.

Notary Public _____

My Commission Expires ___/___/___

STANDARD TERMS AND CONDITIONS
CITY OF FAIRHOPE

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the City 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 City. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the City 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.fairhopeal.gov. 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 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://sos.alabama.gov/business-entitie>

The Foreign Corporation form is online at <http://sos.alabama.gov/business-entities>

16. COST OF REMEDIYING 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.

32. 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.

33. MANDATORY SITE VISIT

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

34. 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.

35. 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.

36. 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.

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

38. 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.

39. 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. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

40. 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.

41. 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. Drawer 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.

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

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. 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.

45. 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.

46. 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.

47. 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.

48. 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 Purchase Order and for a period of Three (3) years after 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. 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.

54. 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

55. 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.

56. TABULATION

Bid results are posted on The City of Fairhope's web site: <https://www.fairhopeal.gov>. The awarded vendor will be sent a written notification via mail.

57. 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.

58. 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.

59. 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.

60. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

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, sub-contractor, 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 SUB-CONTRACTOR 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 sub-contractor 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 sub-contractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the sub-contractor.

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

**ITEM X
CONTRACT**

This **CONTRACT** is made this ____ day of _____, 2020, by and between the City of Fairhope (hereinafter "**CITY** ") and _____ (hereinafter "**CONTRACTOR**"), for

Bid 030-20 ON-CALL Large Tree Removal Services

The **CITY** 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 City is to be invoiced by PO for payment of each tree removal and payment will be within 30 days of receipt of invoice.

The **CONTRACTOR** agrees to charge, and the City agrees to pay for the required services for large tree removal in current funds for the performance of the **WORK**, the **CONTRACT SUM** as listed on their **Bid Response Form per tree or group of trees by Purchase Order**. The **CONTRACTOR** shall submit to the **CITY** and payment to the **CONTRACTOR** will be made only for the actual quantities or work performed and accepted 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 City may withhold approval for payment on any request and the City may withhold payment to such extent as may be necessary to protect the City 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 City, 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 City, 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 City immediately and furnish, without delay, copies of all such accident reports to the City. If in the performance of their Work, the CONTRACTOR fails to immediately report an accident to the City, of which the CONTRACTOR has knowledge of and which results in a fine levied against the City then the CONTRACTOR shall be responsible for all fines levied against the City.

7. **Termination of Agreement**
- a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the City, in whole or in part, in writing, whenever the City determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
 - b. **Termination for Convenience:** The City 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 monthly Contract fee shall cease on the date of cancellation of the Contract by the City.

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 his option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City or refund to the City the charge paid by the City, 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 City and CONTRACTOR understand and agree that time is of the essence in the performance of this Agreement. The CONTRACTOR or City, 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 City or CONTRACTOR'S control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the City'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 City'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 City may, at their discretion, cancel this Contract for their own convenience.**

- 10. Acceptance of Work**
The City will be deemed to have accepted the Work after the City 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 City, correct the deficiencies. Failure on the part of the CONTRACTOR to properly correct the deficiencies within the time period allowed will constitute the City'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 City 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 City at all reasonable times, for inspections and audit by the City, 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 City 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 City'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, 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 City 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 City.
b. The CONTRACTOR shall not assign the Contract or sublet it as a whole without the express written permission of the City. The CONTRACTOR shall not assign any

payment due them hereunder, without the express written permission of City . The City 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 City 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 City, or remove to a waste site as directed by the City. If the CONTRACTOR fails to clean up the Work site, the City 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 City 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 include the following language:

By signing this Contract, _____ represents and agrees

COMPANY NAME

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 CITY (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 _____, 2020

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

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)

Notary for Individual or Corporation

STATE OF _____ }

Bid No 030-20 ON- CALL Large Tree Removal

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: _____