## CITY OF FAIRHOPE REQUEST FOR QUOTATIONS COVER SHEET

The following Request for Quotation is related to damages caused by Hurricane Sally (FEMA 4563) on or about September 15, 2020.

#### **Wooden Pier Repairs**

Date Issued: January 25, 2021

**Deadline to Submit:** Wednesday, February 3, 2021, 10:00 a.m.

**Direct all Questions To:**Dee Dee Brandt, Purchasing Manager

DeeDee.Brandt@fairhopeal.gov

Submitted Quotes Should Include: Completed Quote Response form

Anti-Lobbying Certification

Other supporting documentation as requested

**Deliver Quotes To:** Public Works Building

555 S. Section Street Fairhope, AL 36532

**Email Quotes To:** Dee Dee Brandt, Purchasing Manager

<u>DeeDee.Brandt@fairhopeal.gov</u>

For emailed quotes, please reference the Wooden Pier Repairs in the subject line.

SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION: The Contractor shall comply
with the Department of Labor Safety and Health Regulations for construction promulgated under
the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Contract
Work Hours and Safety Standards Act (PL-91-54).

The contractor <u>alone</u> shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operations.

2. <u>DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:</u> It is the intent of the Public Works Director to construct the within described improvements in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, most current edition. Said specifications shall be hereafter referred to as the Highway Department Specifications.

All provisions enumerated in the Highway Department Specifications shall be complied with, except as otherwise revised herein. Where certain modifications in said specifications appear in these specifications, only the modifications apply; otherwise, the standard specifications apply.

In said specifications where the words State of Alabama, Governor, State Highway Department, Director, etc., appear, substitute the Owner. Where the word Engineer appears, it shall mean Public Works Director. Where the words Testing Laboratory and/or Laboratory appear, it shall mean the particular Testing Laboratory retained by the Owner for this work.

- 3. <u>DEPARTMENT OF TRANSPORTATION DRAWINGS:</u> Where State of Alabama Department of Transportation Alabama Standard Drawings are applicable for the work required, they shall be considered as part of the plans, and copies of required drawings will be afforded the Contractor for construction purposes.
- 4. <a href="PROJECT SITE:">PROJECT SITE:</a> The Contractor shall keep the project site clean at all times. No loose dirt, or stockpiles shall be left in areas other than those areas approved by the Public Works Director. The Public Works Director may require the Contractor to clean up any portion of the Project as he deems necessary. Construction & Demolition (C&D) must be cleaned up daily.
- 5. MATERIALS: The Contractor agrees to comply with, and to require the compliance of all subcontractors with the provisions of Act #876 of the Legislature of Alabama, adopted on September 8, 1961, requiring purchase of materials and supplies and products for the project which are manufactured, mined, processed, or otherwise produced in the United States or its territories if the same are available at reasonable prices; and the Contractor further agrees and stipulates to pay to the Owner a sum to be determined and fixed by the Owner in an amount not less than five hundred (\$500.00) dollars nor more than twenty (20%) percent of the gross amount of the Contract in the event he or any subcontractor breach this agreement to use domestic products.
- 6. REPAIRS TO EXISTING PIERS: This work shall include furnishing all labor, equipment, materials and all incidentals necessary to rebuild, reinforce and/or repair City-owned piers on the Eastern Shore of Mobile Bay. Work includes, but is not limited to: replacement of wooden piles, repair and/or replacement of pile caps (beams), stringers, decking, railings, steps, fishing docks, covered piers and all other pier related infrastructure(s) at the following City of Fairhope Piers:
  - a. North Beach Park North Pier
  - b. North Beach Park South Pier
  - c. Pecan Avenue Pier

Materials and workmanship shall be per the enclosed plans and specifications. Some work will involve field investigation and "design build" prior to repair. All proposed field modifications and "design builds" shall be reviewed and approved by the Public Works Director prior to Contractors initiation of work.

- 7. <a href="PUBLIC CONVENIENCE">PUBLIC CONVENIENCE</a>: No attempt is made to restrict work hours of the Contractor's operations, but he is reminded that it will be necessary to arrange his work schedule to provide the least inconvenience to the public and individual residents. The Contractor shall take extra precaution to insure that traffic is protected by the use of, but not limited to, flashing signs and barrels. No direct payment will be made for any of the work described in this section.
- 8. **EROSION CONTROL:** Immediately prior to any clearing and grubbing or any excavation which could disturb the soils, the Contractor shall install the erosion control items in locations as required by the nature of the work performed. The provide Erosion Control Plan shall be considered the minimum requirement for the project.

The Contractor will be responsible for identifying and installing erosion control in areas where erosion may be encountered during construction of the project. The Contractor shall take all necessary precautions to insure that the construction of the project and the erosion/sediment from the project are adequately controlled and do not damage streams or adjacent property.

The erosion control items installed shall be maintained by the Contractor throughout the course of the project. The City of Fairhope's Environmental Programs Manager shall be the final authority for corrective action, remediation, requirement of additional BMP's and all other directives required for erosion/sediment control.

9. UNDERGROUND UTILITIES AND SERVICES: Existing utilities, mailboxes, signs and minor obstructions are not shown on the plans. Their presence, and the required removal and the resetting thereof shall be considered incidental to the overall project and the cost for the work noted above shall be included in the overall "lump sum" price for the project (no separate payment).

The Contractor is solely responsible for the locating all existing Utilities and Services. Failure of the Contractor to locate any utility does not justify additional payment to the Contractor if said utility is damaged. The Contractor must notify the utility companies involved prior to starting construction and shall make every effort not to damage any utilities. If utilities are damaged by the Contractor, the Contractor must pay all expenses incurred in the repair at no cost to the Owner or his representatives.

- 10. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 11. PROTECTION OF LIVES AND HEALTH: "The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."
- 12. <u>PUBLIC WORKS DIRECTOR'S AUTHORITY:</u> The Public Works Director shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Public Works Director shall determine the amount, quality, acceptability, and fitness of

City of Fairhope, Public Works Department
555 South Section Street Fairhope, Alabama 36532
Phone: (251) 928-8003

the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Public Works Director's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Public Works Director's shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Public Works Director shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Public Works Director.

- **13.** <u>USE OF PREMISES AND REMOVAL OF DEBRIS:</u> The Contractor expressly undertakes at his own expense:
  - a. to take every precaution against injuries to persons or damage to property;
  - b. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
  - c. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work; materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
  - d. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
  - e. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Public Works Director, not to cut or otherwise alter the work of any other Contractor.
  - f. The removal and proper disposal of all construction and demolition (C&D) debris is the contractor's responsibility. The cost of such removal and disposal shall be a subsidiary obligation of the related works unit costs.
- **14. INSURANCE:** The Contractor shall not commence work under this contract until he has obtained all the insurance required under the terms of this contract.
- 15. STATE OF ALABAMA GENERAL CONTRACTOR LICENSE: Any proposed bidder for this project must possess and maintain a valid Alabama General Contractor (GC) License to qualify to submit bids in the state of Alabama (Code of Alabama; Section 34-8-8). The license must be maintained and valid throughout the contract period. The prime contractor may receive bids from unlicensed subcontractors; however the subcontractor must be licensed before beginning work (Code of Alabama; Section 34-8-7). A copy of all GC Licenses must be provided by the Pre-Construction Conference.
- 16. <u>CITY OF FAIRHOPE BUSINESS LICENSE:</u> The Contractor shall not commence work under this contract until he has obtained a City of Fairhope Business License. The license must be maintained and valid throughout the contract period. A copy of the Business License must be provided by the Pre-Construction Conference.

#### 17. MATERIALS, SERVICES AND FACILITIES:

a. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every nature, and all other

- services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- b. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.
- 18. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

#### 19. INSPECTION AND TESTING OF MATERIALS:

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- b. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specification and suitability for uses intended.
- 20. QUANTITIES AND PAYMENTS: Quantities provided are best estimates and may vary with field conditions. Contractor should field verify prior to bidding. Payment will be made on actual measured quantities of work/materials preformed. No mobilization/demobilization shall be quantified or separately paid. Mobilization/demobilization shall be a subsidiary obligation of the quoted unit prices in the aggregate. Only two pay requests will be entertained: payment at substantial completion and release of retainage at final acceptance. A 10% retainage will be applied to the project retainage will be paid at completion of project close out.
- 21. <u>CONTRACT TIME:</u> Contract time for this project shall be thirty (30) Calendar days from the Notice to Proceed date.
- 22. FAILURE TO COMPLETE WORK WITHIN CONTRACT TIME: Should the Contractor, or in case of default, the surety, fail to complete the work within the time stipulated in the contract or the adjusted time as granted under the provisions of this contract, a deduction for each calendar day that any work shall remain uncompleted, an amount of \$125.00 (one-hundred and twenty-five and no/100) shall be deducted from any monies due the Contractor on pay estimates. Any adjustments due to approved time extensions or overruns in the contract amount will be made only after written request by the contractor as may be appropriate. Liquidated damages assessed as provided in these Specifications is not a penalty, but is intended to compensate the City for increased time in administering the contract, supervision, inspection and management, particularly that management and inspection which requires maintaining normal field project management forces for a longer time on any construction operation or phase than originally contemplated when the contract period was agreed upon in the contract. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the contract.

#### 23. MATERIAL SPECIFICATIONS:

- a. Piles:
  - i. Minimum Diameter (Large end of taper 12", small end of taper 8")
  - ii. Pressure Treated 2.5 pcf CCA
  - iii. Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile. Contractor is to Determine the Length of Piling Needed To Meet This Requirement.

- iv. For new piles with exposed tops Top of Piling Shall Be Sanded Smooth and Edges Rounded 1/4"
- b. Dimensional Lumber:
  - i. No. 1, Pressure Treated (2.5 pcf CCA), Southern Yellow Pine
  - ii. Deck Boards and Rail Caps shall be No. 1, Pressure Treated (2.5 pcf CCA), Southern Yellow Pine with Radius Edge
- c. Rough Cut Lumber (Pile Caps (Beams))
  - i. No. 1, Pressure Treated (2.5 pcf CCA), Southern Yellow Pine
- d. Fasteners & Hardware:
  - i. Deck Screws #10 x 3.5-in Countersinking-Head Polymer-Coated Deck Screws minimum 2 screws per stringer and/or connection point.
  - ii. Through Bolts (fastening pile caps (beams) and stringers to piles) 5/8" Ø hot dipped galvanized steel with 2 1/2 X 2 1/2 X 1/4 hot dipped galvanized plate washers.
  - iii. Stringer to Pile Cap (Beam) Fastener 1 1/2" X I 1/2" X 1/8" X 12" length Hot Dipped Galvanized Steel Angle with 1/4" Ø Stainless Through Bolts into Pre-Drilled Holes.
  - iv. Nails No nails shall be used for final mechanical connection. Nails may be used for temporary shoring and setting of structure. Any nails used must be compliant for use with treated wood in a saltwater/air environment.

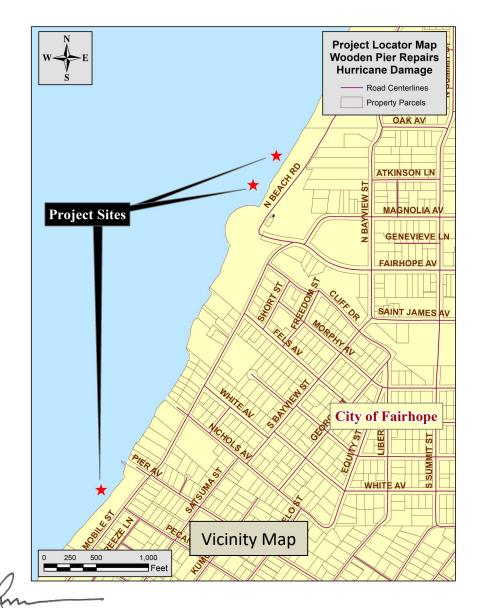
# NORTH BEACH PARK & PECAN AVE WOODEN PIER REPAIRS

## **HURRICANE DAMAGE - CITY OF FAIRHOPE**

## JANUARY 2021

#### **INDEX TO SHEETS**

<u>SHEET</u>	DESCRIPTION
1	Title
2	North Pier Repair Plan
3	South Pier Repair Plan
4	Pecan Avenue Pier Repair Plan
5	Pier Repair Typical Details





Richard D. Johnson AL. REG. NO. 30405 01-12-2021

Date

Project: 2021 - PWI 006 Bid Set Drawings



#### **MAYOR**

**Sherry Sullivan** 

#### **CITY COUNCIL**

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

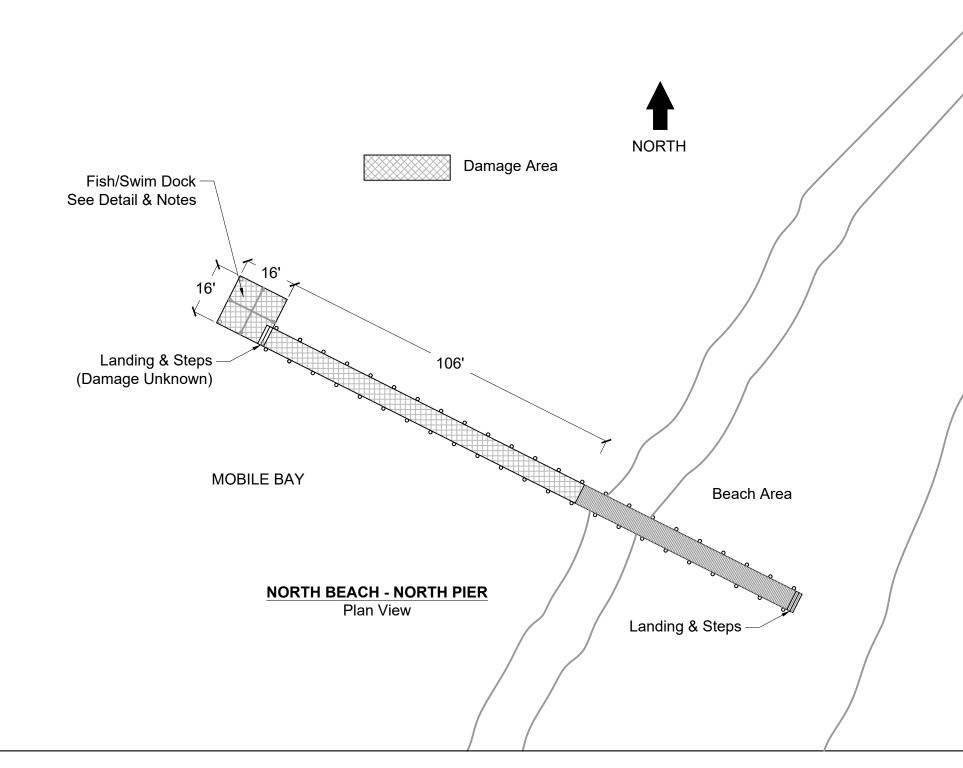
**Corey Martin** 

#### **DIRECTOR OF PUBLIC WORKS**

Richard D. Johnson, PE

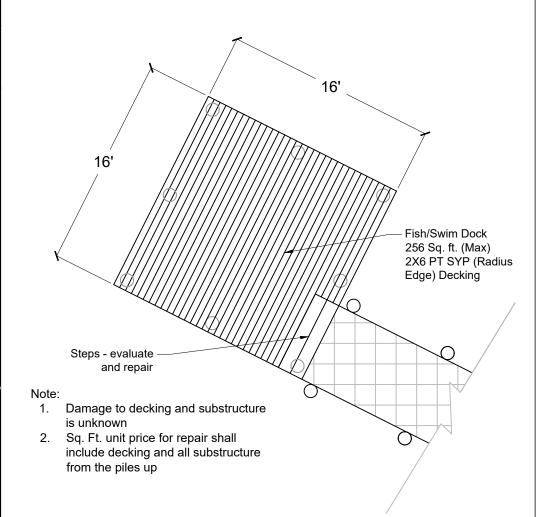
#### **CITY CLERK**

Lisa A. Hanks, MMC

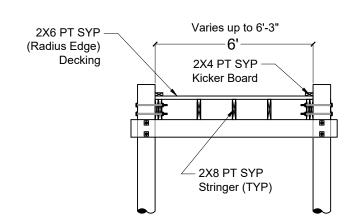


#### NOTES:

- 1. All wood shall be No. 1, Pressure Treated (2.5 CCA), Southern Yellow Pine Decking 2"X6" (Radius Edge); Stringers 2"X8"; Pile Caps (Beam) 2"X8" Rough Cut.
- 2. If new piles are required Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement. IFor new piles with exposed tops Top of Piling Shall Be Sanded Smooth and Edges Rounded <sup>1</sup>/<sub>4</sub>"
- 3. Decking and 2" dimensional railings shall be installed using #10 x 3.5-in Countersinking-Head Polymer-Coated Deck Screws minimum 2 screws per stringer and/or connection point.
- 4. All through bolts fastening pile caps (beams) and stringers to piles shall be  $\frac{5}{8}$  Ø hot dipped galvanized steal with  $2\frac{1}{2}$  X  $2\frac{1}{2}$  X  $\frac{1}{4}$  hot dipped galvanized plate washer.
- 5. All quantities are approximate, the contractor shall visit site prior to bidding and field verify quantities and extents of damage.
- 6. All work proposed should match dimensions and geometric's of existing structure(s). Any areas of conflict should be addressed with the Director of Public Works prior to work.

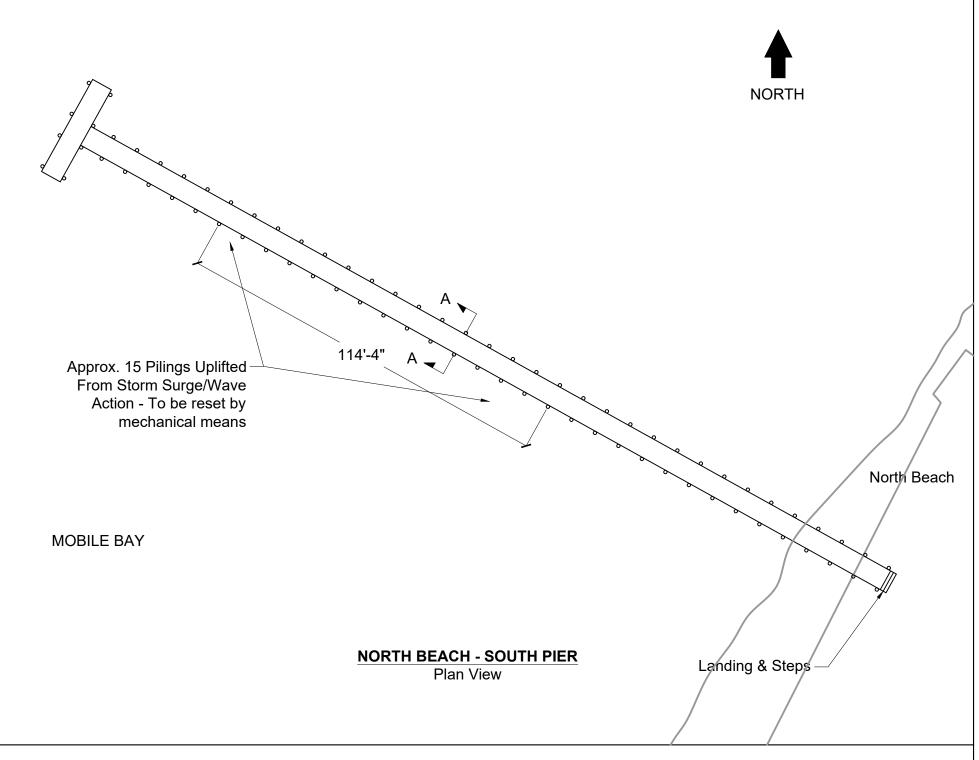


## FISH/SWIM DOCK DETAIL



## TYPICAL PIER CROSS SECTION

NORTH BEACH - NORTH PIER REPAIR PLAN					
City of Fairhope Dept. of Public Works Drawn By: RDJ					
Project #: 2021-PWI 006		Scale: N.T.S.			
Date: 11/06/2020	Permit Dwg (01/12/21)	Sheet 2 of 5			



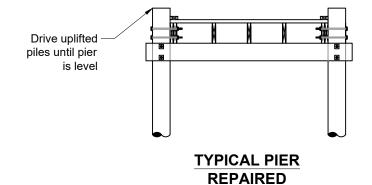
#### NOTES:

- 1. All wood shall be No. 1, Pressure Treated (2.5 CCA), Southern Yellow Pine Decking 2"X6" (Radius Edge); Stringers 2"X8"; Pile Caps (Beam) 2"X8" Rough Cut.
- 2. If new piles are required Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement. If new piles are required Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement. For new piles with exposed tops Top of Piling Shall Be Sanded Smooth and Edges Rounded <sup>1</sup>/<sub>4</sub>"
- 3. Decking and 2" dimensional railings shall be installed using #10 x 3.5-in Countersinking-Head Polymer-Coated Deck Screws minimum 2 screws per stringer and/or connection point.
- 4. All through bolts fastening pile caps (beams) and stringers to piles shall be \(\frac{5}{8}\)! \(\Omega\) hot dipped galvanized steal with 2\(\frac{1}{2}\) X 2\(\frac{1}{2}\) X\(\frac{1}{4}\) hot dipped galvanized plate washer.
- 5. All quantities are approximate, the contractor shall visit site prior to bidding and field verify quantities and extents of damage.
- 6. All work proposed should match dimensions and geometric's of existing structure(s). Any areas of conflict should be addressed with the Director of Public Works prior to work.

#### PIER REPAIR NOTES:

- 1. It is the intent of this repair to reset the piles to level pier without damaging intact sub and superstructure.
- 2. Contractor shall have lattitude on how to conduct the work:
  - 2.1. Piles can be mechanically driven from shallow-draft barge on water.
- 2.2. Piles can be reset by jetting as long as turbitity control measures are employed.
- 3. Post pile resetting contractor shall tighten and refasten all loose hardware and fasteners.
- 4. All work proposed should match dimensions and geometric's of existing structure(s). Any areas of conflict should be addressed with the Director of Public Works prior to work.
- All new and repair work shall be conducted and completed without damage to the existing peir structures and the existing piles.

**CROSS SECTION** 



Southern edge central section
piles are uplifted

2X4 PT SYP
Kicker Board

2X8 PT SYP
Stringer (TYP)

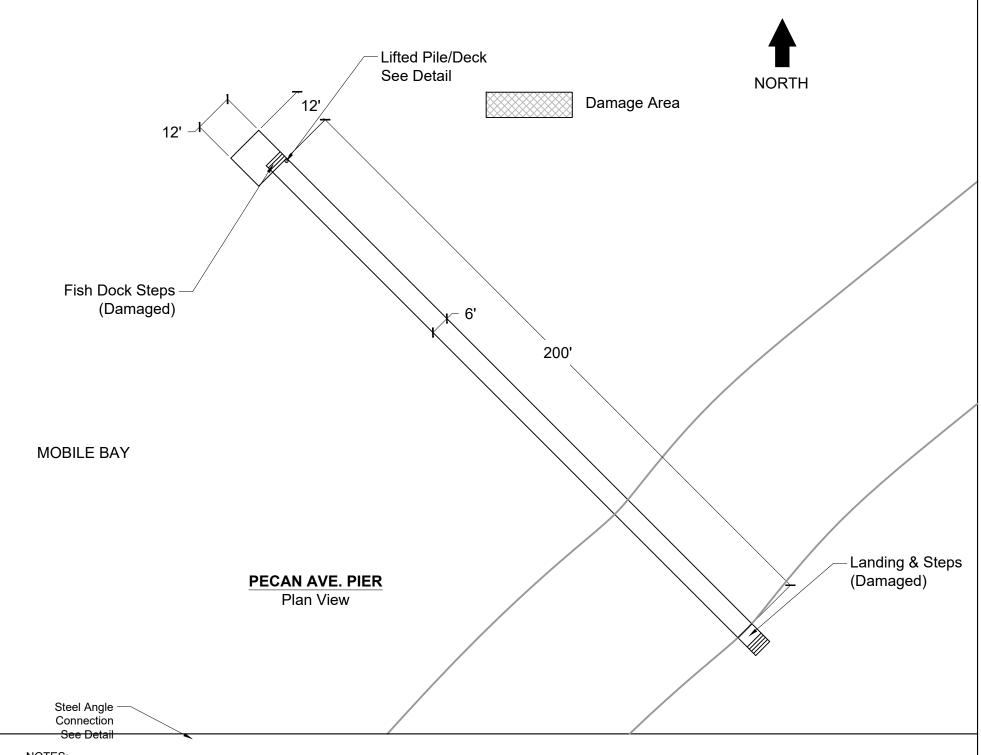
SECTION A - A
DAMAGED PIER
CROSS SECTION

NORTH BEACH - SOUTH PIER REPAIR PLAN

City of Fairhope Dept. of Public Works Drawn By: RDJ

Project #: 2021-PWI 006 Scale: N.T.S.

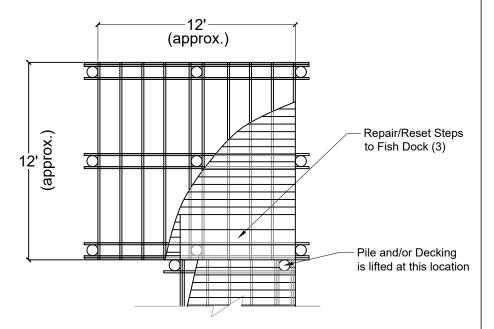
Date: 11/06/2020 Permit Dwg (01/12/21) Sheet 3 of 5



#### NOTES:

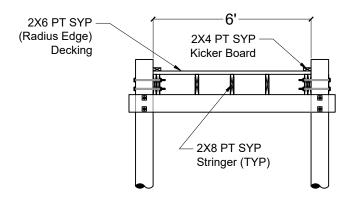
- 1. All wood shall be No. 1, Pressure Treated (2.5 CCA), Southern Yellow Pine Decking 2"X6" (Radius Edge); Stringers 2"X8"; Pile Caps (Beam) 2"X8" Rough Cut.
- 2. If new piles are required Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement. For new piles with exposed tops Top of Piling Shall Be Sanded Smooth and Edges Rounded <sup>1</sup>/<sub>4</sub>"
- 3. Decking and 2" dimensional railings shall be installed using #10 x 3.5-in Countersinking-Head Polymer-Coated Deck Screws minimum 2 screws per stringer and/or connection point.
- 4. All through bolts fastening pile caps (beams) and stringers to piles shall be  $\frac{5}{8}$ " Ø hot dipped galvanized steal with  $2\frac{1}{2}X2\frac{1}{4}$  hot dipped galvanized plate washer.
- 5. All quantities are approximate, the contractor shall visit site prior to bidding and field verify quantities and extents of damage.
- 6. All work proposed should match dimensions and geometric of existing structure(s). Any areas of conflict should be addressed with the Director of Public Works prior to work.

#### LIFTED PILE/DECK DETAIL



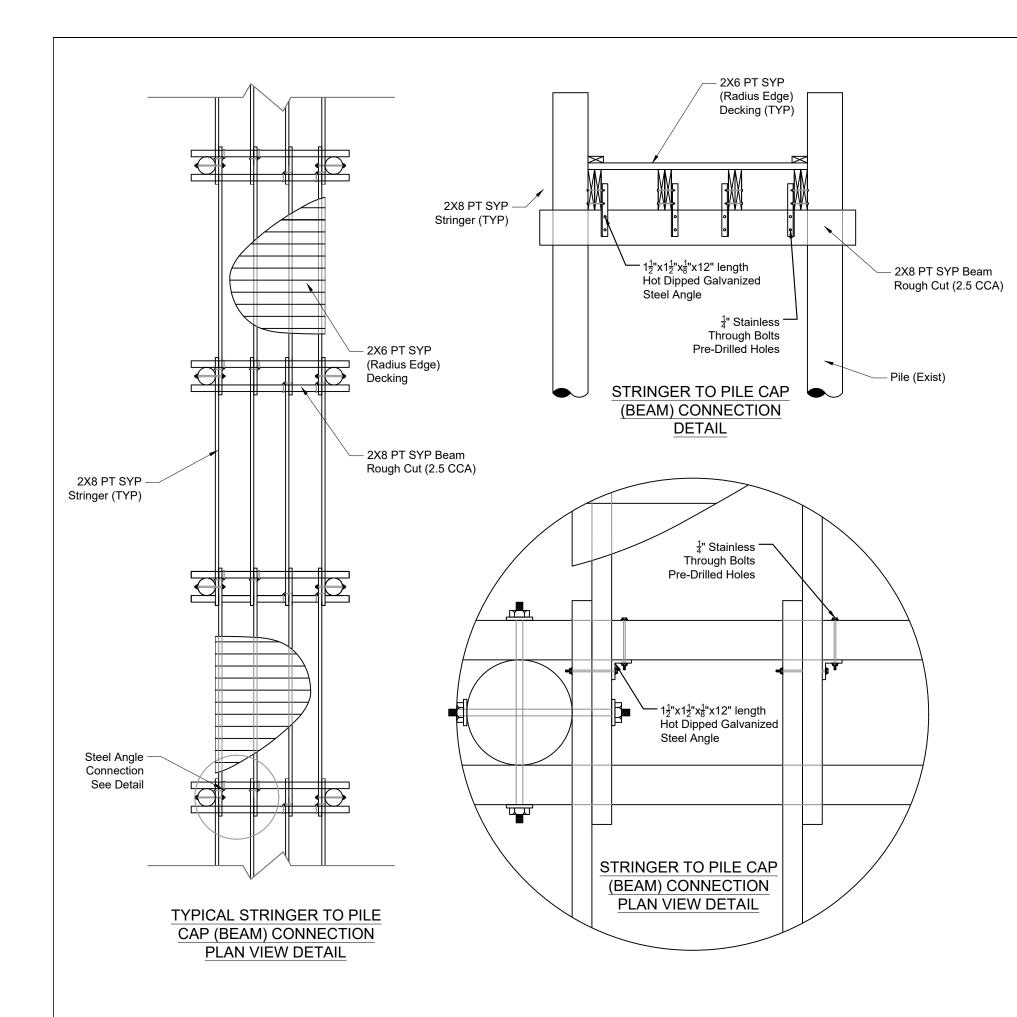
#### PILE/DECK REPAIR NOTES:

- The piling and/or deck is lifted at the northwest end of the woooden pier. This pile
  protrudes through the deck and support the pier light fixture.
- It is the intent of this repair to reset the pile to level pier without damaging intact sub and superstructure.
- 3. Contractor shall have lattitude on how to conduct the work:
- 3.1. Piles can be mechanically driven from shallow-draft barge on water.
- 3.2. Piles can be reset by jetting as long as turbitity control measures are employed.
- Post pile resetting contractor shall tighten and refasten all loose hardware and fasteners.
- All work proposed should match dimensions and geometric's of existing structure(s).
   Any areas of conflict should be addressed with the Director of Public Works prior to work.
- All new and repair work shall be conducted and completed without damage to the existing peir structures and the existing piles.



## TYPICAL PIER CROSS SECTION

PECAN AVENUE PIER - PILE RESET & DECK LEVELING						
City of Fairhope Dept. of Public Works Drawn By: RDJ						
Project #: 2021-PWI 006		Scale: N.T.S.				
Date: 01/12/21	Permit Dwg (01/12/21)	Sheet 4 of 5				



#### **GENERAL PROJECT NOTES**

- 1. This is a singular project consisting of work involving the repair and rebuilding of a city-owned piers described as:
  - 1.1. North Beach Park North Pier
- 1.2. North Beach Park South Pier
- 2. Work includes, but is not limited to: replacement of wooden piles, repair and/or replacement of pile caps (beams), stringers, decking, railings, steps, fishing docks, covered piers and all other pier related infrastructure(s).
- 3. Note: Unit Quantities include subsidiary obligations of the repair work bidding contractor should thoroughly review all quantities and the description of work product prior to bidding.
- 4. The Public Works Director will determine the priority and the order of work concerning the pier.
- 5. The removal and proper disposal of all construction and demolition (C&D) debris is the contractor's responsibility. The cost of such removal and disposal shall be a subsidiary obligation of the related works unit costs.
- 6. The contractor shall secure the site when workers are not present. The pier shall barricaded and proper signage displayed at all times during construction. Pier shall not be opened to the General Public until inspected and all work is accepted by the owner.
- 7. Some work will involve field investigation and "design build" prior to repair. All proposed field modifications and "design build" shall be reviewed and approved by the Public Works Director prior to Contractors initiation of work.
- 8. Plan Notes:
- 8.1. All shown dimensions and areas are approximate contractor should field verify prior to submission of bids
- 8.2. Payment will be based on actual quantities of repair work completed by the contractor
- 8.3. The Public Works Director shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.
- 8.4. These plans are to be considered "suggestive" or "recommended" field conditions may dictate alternative repair methodologies.
- 3.5. All work proposed should match dimensions and geometric's of existing structure(s).
- 9. Questions or clarifications contact Richard D. Johnson, P.E. at (251) 929-0360 or richard.johnson@fairhopeal.gov

PIER REPAIR PROJECT - TYPICAL DETAILS						
City of Fairhope Dept. of Public Works Drawn By: RDJ						
Project #: 2021-PWI 006		Scale: N.T.S.				
Date: 11/06/2020	Permit Dwg (01/12/21)	Sheet 5 of 5				

#### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	(signature)	(date)
TITLE:		
CERTIFIED BY:(type or pr	int)	
City, State, Zip:		
Street address:		
Organization:		



## City of Fairhope BID RESPONSE FORM

## Multiple Piers - Repair Project - Hurricane Damage Project No. 2021-PWI 006

Item #	Description	Unit	Unit Quantity	Unit Price	Total Price
1.)	Pier Decking - 2"X6" No. 1, Radius Edge, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)	SF	720		
2.)	Fish Dock - Approx. 16'X16' - 2"X6" No. 1, Radius Edge, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement, Handrails, Transistion Steps and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)	SF	256		
3.)	Replacement Piles - 12" (Min.) Diameter - 2.5 CCA Treatment - Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement	EACH	6		

NORTH BEACH PARK - SOUTH PIER					
Item #	Description	Unit	Unit Quantity	Unit Price	Total Price
1.)	Resetting of Uplifted Piles - 12" (Min.) Diameter - The work can be accomplished by mechanical or hydraulic means - the tightening and refastening of all loose hardware and fasteners Shall Be a Subsidiary Obligation of the Unit Price Quoted	EACH	18		
Sub Project Total					

PECAN AVENUE PIER					
Item #	Description	Unit	Unit Quantity	Unit Price	Total Price
1.)	Resetting of Uplifted Pile, Leveling of Deck and Resetting/Repair of Steps - 12" (Min.) Diameter - The work can be accomplished by mechanical or hydraulic means - the tightening and refastening of all loose hardware and fasteners Shall Be a Subsidiary Obligation of the Unit Price Quoted	LS	1		
Sub Project Total					

#### **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 <u>All insurance</u> 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 Employer's Liability

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

Part Two: Employer's 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 Member or Crew" under" Protection and Indemnity" coverage (P&I) unless crew is covered under Workers Compensation.

Bodily injury by accident \$1,000,000 each accident 80dily injury by disease \$1,000,000 aggregate

#### 4.06 Commercial General Liability

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

Each occurrence \$1,000,000
Personal and Advertising Injury \$1,000,000
Products/Completed Operation Aggregate \$2,000,000
General Aggregate \$2,000,000

#### Coverage to include:

Premises and operations

Personal injury and Advertising Injury

Products/completed operations

**Independent Contractors** 

Blanket Contractual Liability

Explosion, Collapse and Underground hazards

**Broad Form Property Damage** 

Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50 feet of a railroad.

#### 4.07 <u>Automobile Liability</u>

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 <u>Certificates of Insurance</u>

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