

**CONTRACT DOCUMENTS  
BID FORM AND SPECIFICATIONS**

**Bid 035-21 Maintenance Dredging at Fairhope Docks**

**PROJECT NUMBER PW014-21**

**PUBLIC WORKS**

**FAIRHOPE CITY COUNCIL**

**Sherry Sullivan, Mayor  
Jack Burrell, Council President**

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

**Posted: \_\_\_\_\_**

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## ITEM I ADVERTISEMENT

Sealed bids will be received by the City of Fairhope, in Baldwin County, Alabama, at the City of Fairhope offices located at 555 S. Section Street, Fairhope, Alabama, **until 1:00 P.M. Wednesday July 28, 2021**, then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

### **BID NO. 035-21 Maintenance Dredging at Fairhope Docks**

This project has a dual overall purpose, which is to dredge City-owned marina slips and City-shared harbor channel from the mouth of Fly Creek (jetties) along the northern margins of the harbor proper to allow continued navigational access to Fly Creek and navigation within the harbor; and utilizing the dredged sand material to re-nourish, protect, and stabilize nearby shoreline areas. Contract time for this project shall be **forty-five (45) calendar days** from the **Notice to Proceed** for this Public Works project.

Bid documents will be posted on the City of Fairhope website: [www.fairhopeal.gov](http://www.fairhopeal.gov) a copy may be obtained by emailing the Purchasing Manager, Dee Dee Brandt at: [deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov). Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, located at 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 A.M. and 4:00 P.M. local time.

Questions or comments pertaining to this bid must be presented in writing and sent as e-mail to the attention of the Purchasing Manager, Dee Dee Brandt at: [deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov), no later than Seventy-Two hours prior to the bid opening or will be forever waived.

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

**THERE WILL BE A NON-MANDATORY PREBID MEETING AT: 10:00 a.m. Wednesday July 21** at the city offices located at the Public Services and Utilities Building, 555 S. Section Street, Fairhope, AL.

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

All bids, with their guarantee ( when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as **"Sealed Bid" with Bid Name, Bid Number, City of Fairhope's name and address, and the Bidder's name and address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids, or any portions thereof, and to waive informalities, and to furnish any item of material or work to change the amount of the **CONTRACT**, whichever is in the best interest of the City of Fairhope.

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

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General CONTRACTORS, Montgomery, Alabama, as required by Chapter 8 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](http://www.fairhopeal.gov).

Dee Dee Brandt, Purchasing Manager  
City of Fairhope

**ITEM II**  
**INVITATION AND INSTRUCTIONS TO BIDDERS**

- 1.00        **BID INVITATION**  
Notice is hereby given that the City of Fairhope will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.
- 1.01        **BID NO.:** 035-21  
**PROJECT NAME:** Maintenance Dredging at Fairhope Docks  
**PROJECT LOCATION:** Fairhope Docks  
**PROJECT NUMBER:** PW014-21
- 1.02        **SUMMARY:**  
Project summary as detailed in the attached Scope of Work.
- 1.03        **BID DEADLINE**  
Bids will be received until **1:00 P.M. local time, Wednesday July 28, 2021**, at the City of Fairhope offices located at 555 S. Section Street, Fairhope, Alabama, and publicly opened shortly thereafter. If sending by USPS: P.O. Drawer 429, Fairhope, AL 36533.
- 1.04        **AVAILABILITY OF DOCUMENTS**  
Bid documents (including plans and drawings) are available at [www.fairhopeal.gov](http://www.fairhopeal.gov) Bid Documents may be also be available for viewing at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama.
- 1.05        **INQUIRIES**  
Questions or comments pertaining to this bid must be presented in writing, and sent as e-mail to the attention of the Purchasing Manager, Dee Dee Brandt, at [deedee.brandt@fairhopal.gov](mailto:deedee.brandt@fairhopal.gov), no less than Seventy-Two (72) hours prior to the bid opening, or will be forever waived.
- 1.06        **SITE EXAMINATION**  
A Non-Mandatory Pre-bid conference to be held at **10:00 a.m. Wednesday July 21, 2021** located at the Fairhope Public Services and Utilities Building, 555 S. Section Street, Fairhope, AL.  
  
The City of Fairhope will not furnish any labor, material or supplies unless specifically stated in the Contract documents. Contractor must be properly licensed to perform the work as outlined in the Scope of Work. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to or (upon) bid being awarded. Where required by State law, State of Alabama Contractor's license is required.
- 1.07        **BID SECURITY**  
Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or Cashier's Check payable to the City of Fairhope. No Bid Security is required on bid less than \$10,000.00.
- 1.08        **PERFORMANCE ASSURANCE AND INSURANCE**  
The bidder to who award is made shall provide a Performance Bond equal to 100% (percent) of the Contract amount and a Labor and Materials Bond equal to 50% (percent) of the Contract amount. The accepted Bidder shall also provide insurance as required in ITEM VII INSURANCE REQUIREMENTS.
- 1.09        **DURATION OF OFFER**  
Bids may be withdrawn in written or telegraphic request received from the bidder prior to the time fixed for opening. No bid shall be withdrawn for a period of THIRTY (30) days subsequent to the opening of bid without the consent of the City Council of the City of Fairhope.

1.10

#### EQUAL OPPORTUNITY

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

1.11

#### BID SUBMISSION AND PREPARATION

Sealed Bids, signed, executed, and dated will be received by the City of Fairhope as noted in section 1.03 above.

Submit one copy of the executed offer, on the Bid Form provided, along with the required Bid Security. The bid shall be enclosed in a sealed opaque envelope approximately 9X12 inches or larger, clearly identified on the outside as a SEALED BID with PROJECT NUMBER, PROJECT NAME, OWNER'S NAME AND ADDRESS, BIDDER'S NAME AND ADDRESS, BIDDER'S ALABAMA GENERAL CONTRACTOR'S LICENSE NUMBER.

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the Invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitable filled in.

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.

The Bid Form may have a Contingency Allowance listed. Add this amount to the Bid Base to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the Contractor without the written authorization of the Owner. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the Owner.

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person who affixes to this signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Each project will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is, bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same.

Alternate bids will not be considered unless requested.

1.12

#### BID INELIGIBILITY

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the Owner. The Owner may waive any irregularities and may reject any or all bids. Bids received after the deadline will be returned to the bidder unopened.

- 1.13           **CONTRACT TIME**  
The contractor agrees to perform the work within the time stated in the Bid Form. The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.
- 1.14           **CONSTRUCTION DOCUMENT IDENTIFICATION**  
The Construction documents are the Project Manual, Drawings, Addenda, and all other related documents bearing the Project Title and Number.  
  
Bidders shall use complete sets of Construction Documents in preparing their Bids. The City will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.
- 1.15           **INQUIRIES/ADDENDA**  
Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Daniel P. Ames, at [deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov), seventy-two (72) hours prior to the bid opening or will be forever waived. Direct questions to the Purchasing Manager, Dee Dee Brandt.  
  
**All Addenda are part of the Contract documents.** Include resultant costs in the Bid. Addenda will be issued by email to all plan holders on record and posted on the City's website [www.fairhopeal.gov](http://www.fairhopeal.gov). It is the responsibility of the bidder to verify that all addenda have been received.
- 1.16           **BID ACCEPTANCE**  
Bid with lowest Total Bid amount from a responsive and responsible bidder may be accepted if within the Contract Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the owner shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.
- 1.17           **BIDDERS INTERESTED IN MORE THAN ONE BID**  
If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bid is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The City reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.
- 1.18           **ERRORS IN BIDS**  
Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk. In case of error, in the extension of prices the unit price will govern.
- 1.19           **CONTRACT AND BOND**  
The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented for signature.
- 1.20           **COLLUSION**  
If there is any reason for believing that collusion exists among the Bidders, any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City.
- 1.21           **SUBLETTING OR ASSIGNING OF CONTRACT**  
Limitations: The contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portions of the contract, his right, title, or interest therein, or his power to

execute such contract, to any person, firm or corporation without written consent of the City, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by sub-contract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

Sub-contractor's Status: A Sub-contractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.22

#### PROSECUTION OF WORK

THE Contractor shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manger may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contract fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

## SCOPE OF WORK

### **LOCATION OF WORK:**

The proposed project is located in the waters of East Mobile Bay withing the harbor of Fly Creek, between the terminuses of Volanta Avenue and Sea Cliff Drive, Sections 8 and 37, Township 6 South, Range 2 East, Latitude 30.543024° North, Longitude 87.904835° West, City of Fairhope, Baldwin County, Alabama.

### **PROJECT PURPOSE:**

This project has a dual overall purpose, which is to dredge City-owned marina slips and City-shared harbor channel from the mouth of Fly Creek (jetties) along the northern margins of the harbor proper to allow continued navigational access to Fly Creek and navigation within the harbor; and utilizing the dredged sand material to re-nourish, protect, and stabilize nearby shoreline areas.

### **PROPOSED WORK:**

**Maintenance Dredging:** The City of Fairhope proposes to dredge a maximum 21,600 cubic yards of sand and silt from defined areas within the marina and harbor channel. Dredging of these areas 209,605 square-feet (4.8-acre) in total utilizing hydraulic dredging methods to achieve a depth 8 feet below Mean Lower Low Water (MLLW). The areas shown within the attached drawings are described as:

<b><i>Dredge Area Data</i></b>				
<b>AREA</b>	<b>DESCRIPTION</b>	<b>AREA (sf)</b>	<b>AREA (ac)</b>	<b>VOL (CY)</b>
One (1)	City Dock - Fly Creek	6041	0.14	807.5
Two (2)	City Dock - Fly Creek	12541	0.29	913.1
Three (3)	City Dock - Fly Creek	14851	0.34	306.2
Four (4)	Fairhope Docks Basin North	72384	1.66	7821.8
Five (5)	Fairhope Docks Basin North	1600	0.04	207.8
Six (6)	Fly Creek Harbor Channel	102188	2.35	11544.3
<b>Area Totals:</b>		<b>209605</b>	<b>4.81</b>	<b>21600.7</b>

The dredged material will be dewatered onsite and be utilized as fill material to re-nourish shoreline areas adjacent to either side of the channel. The existing channel has historically been included as a part of a federal dredging project for Mobile Bay.

**South Shoreline Re-nourishment:** It is intended that the majority of dredge spoils be dewatered and spread on the south shoreline. The dredging contractor shall be responsible for dewatering and shoreline renourishment. A shoreline re-nourishment area shall be located along the existing shoreline south of the southern jetty lining the Fly Creek channel confluence with Mobile Bay. The south shoreline re-nourishment area is proposed to be 350 feet long and extend 60 to 100 feet waterward of the existing MHW shoreline. This re-nourishment project is permitted to fill a total of 28,400 square feet (0.65 acre) of waterbottom area below the MHW line. It is proposed that the entirety of



Area 6 (11,544 cubic yards – in place) of de-watered dredge material is proposed to be utilized as fill for the southern shoreline re-nourishment area along with the material dredged from the south harbor (Fairhope Yacht Club – separate contract).

**North Shoreline Re-nourishment:** A second shoreline re-nourishment area is proposed along the existing shoreline north of the northern jetty lining the Fly Creek channel confluence with Mobile Bay. The north shoreline re-nourishment area is proposed to be up to 1,600 feet long and extend 70 to 80 feet waterward of the existing MHW shoreline. This shoreline re-nourishment area would cover up to a total of 64,000 square feet (1.50 acre) of waterbottom area below the MHW line. The dredge material from Areas 1 through 5 is proposed to be utilized as fill for the northern shoreline re-nourishment area. The scope of this re-nourishment project ends at the first pier approximately 800 feet north of the north jetty. All remaining clean dredge can be stockpiled at the terminus of the extents of work (approx. 800 feet north of the north jetty) for possible distribution by a third party along the shoreline northward. The contractor shall at every reasonable opportunity spoil material to the south shoreline. This prevents southern longshore currents from re-depositing sands and silts into the main Fly Creek channel.

**Dewatering Area:** Prior to utilization of the dredged material for the southern shoreline re-nourishment, the dredged material would be placed in a de-watering cell located south of the channel, adjacent to the proposed south shoreline re-nourishment area. The de-watering cell shall be the responsibility of the dredge contractor and shall be sized accordingly. The required de-watering cell is permitted up to a 255-foot-long by 40-foot-wide (10,200 square feet or 0.23 acre) area aligned parallel to the shoreline in an upland area, 5 feet landward of the existing MHW line along the shore. The material should be contained in this de-watering cell by a 3-foot-high by 10-foot-wide (as measured at the toe) earthen berm. The de-watering cell would be excavated to a depth of 4 feet below the current ground surface elevation to achieve a total depth of 7 feet. Material excavated to achieve the 7-foot depth would be utilized to construct the berm surrounding the de-watering cell. Plastic sheeting would be placed under the de-watering outfall pipe to prevent erosion from dredge material return water. It is anticipated that this de-watering cell would be filled and emptied as needed during dredging operations. The de-watered sand and silt would be mechanically moved from the de-watering cell to the southern shoreline re-nourishment area. Material for the northern shoreline re-nourishment area would be hydraulically dredged from the channel and pumped directly onto the existing shoreline area, above the existing MHW line along the shore. In lieu of a containment and de-watering cell, the City of Fairhope proposes to implement turbidity curtain containment and provide turbidity monitoring of the adjacent waters in order to control potential increases in turbidity during dredging operations. After deposition, the dredged material would be spread mechanically along the north shoreline re-nourishment area.

**ITEM II  
BID FORM**

Date \_\_\_\_\_

**Bid No.: 035-21**

**Bid Name: Maintenance Dredging at Fairhope Docks**

**Project No.: PW014-21**

**Project Name: Maintenance Dredging at Fairhope Docks**

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services out lined within this contract and scope of work.

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

The Owner agrees to provide the following materials: NONE

The Contractor agrees to complete all the work within **45 calendar** days.

All work is proposed to be conducted in accordance with the enclosed plans and drawings.

<b><u>PROJECT BID QUANTITIES</u></b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total</b>
001	Mobilization/Setup 8" Cutterhead Dredge	1	LS		
002	Mobilization/Setup – Initial Pipeline	1	LS		
003	Mobilization/Setup 6" Auger head dredge	1	LS		
004	Area 1 Maintenance Dredging Operations <sup>1</sup>	807.5	CY		
005	Area 2 Maintenance Dredging Operations <sup>1</sup>	913.1	CY		
006	Area 3 Maintenance Dredging Operations <sup>1</sup>	306.2	CY		
007	Area 4 Maintenance Dredging Operations <sup>1</sup>	7821.8	CY		
008	Area 5 Maintenance Dredging Operations <sup>1</sup>	207.8	CY		
009	Area 6 Maintenance Dredging Operations <sup>1</sup>	11544.3	CY		
010	Demobilization 8" Cutterhead Dredge	1	LS		
011	Demobilization Final Pipeline Breakdown	1	LS		
012	Demobilization 6" Auger head dredge	1	LS		

<b>Total of Base Bid:</b>	
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<sup>1</sup>The following is a subsidiary obligation of the unit price:

1. Supply all labor, equipment, and materials
2. Removal of described material from the marina, slips and channel
3. Operation (dewatering) and maintenance of spoil site for beach re-nourishment
4. Placement of dredged material on the shoreline North and South of the channel entrance
5. Provide equipment for loading trucks with excess and/or unsuitable dredge material for disposal – City will haul and dispose of unsuitable material
6. Grading and contouring beach to the desired elevations
7. Establishment and maintenance of all shown/noted and/or required containment devices (turbidity curtains, etc.)

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

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

**Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word “president”, “secretary”, “agent”, or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.**

**The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.**

**IF INDIVIDUAL or PARTNERSHIP**

\_\_\_\_\_  
 (Name of Individual or Partnership)

\_\_\_\_\_  
 (PRINT name of Partner)

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

(PRINT name of Partner)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

Phone No \_\_\_\_\_ Fax No \_\_\_\_\_

Primary email \_\_\_\_\_

Alabama Contractor's License Number \_\_\_\_\_ Foreign Corp. Entity ID \_\_\_\_\_  
(required of out-of-state Vendors)

**IF CORPORATION OR LLC**

Company \_\_\_\_\_ State of Incorporation \_\_\_\_\_

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

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

Phone \_\_\_\_\_ Fax No \_\_\_\_\_

Primary e-mail \_\_\_\_\_

Alabama Contractor's License \_\_\_\_\_ Foreign Corp. Entity ID Number \_\_\_\_\_  
(required of out-of-state Vendors)

**THIS MUST BE NOTARIZED!**

**NOTARIZATION OF THE BID**

STATE of \_\_\_\_\_ }

COUNTY of \_\_\_\_\_ }

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

\_\_\_\_\_ ,

name

as \_\_\_\_\_, respectively of \_\_\_\_\_,

whose

(title)

Company

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

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Notary \_\_\_\_\_

My Commission expires \_\_\_\_\_

# MAINTENANCE DREDGING

## HARBOR CHANNEL, SLIPS AND BASINS - FAIRHOPE DOCKS

### FLY CREEK - MOBILE BAY - CITY OF FAIRHOPE

JULY 2021



#### INDEX TO SHEETS

<u>SHEET</u>	<u>DESCRIPTION</u>
1	Title
2	Overall Dredge Plan /Area
3	Hydrographic Pre Dredge Survey
4	Hydrographic Pre Dredge Survey Overlay with Aerial Photography
5	Hydrographic Pre Dredge Survey with Delineated Dredge Zones
6	South Spoil Plan and Detail-Permit Reference Drawing
7	North Beach Re-Nourishment Plan-Permit Reference Drawing
8	Typical Sections - Dewatering & Living Shoreline—Permit Reference Drawing



#### MAYOR

Sherry Sullivan

#### CITY COUNCIL

Kevin G. Boone

Jay Robinson

Jack Burrell, ACOMO

Jimmy Conyers

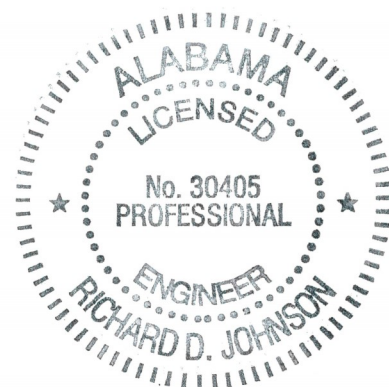
Corey Martin

#### DIRECTOR OF PUBLIC WORKS

Richard D. Johnson, PE

#### CITY CLERK

Lisa A. Hanks, MMC

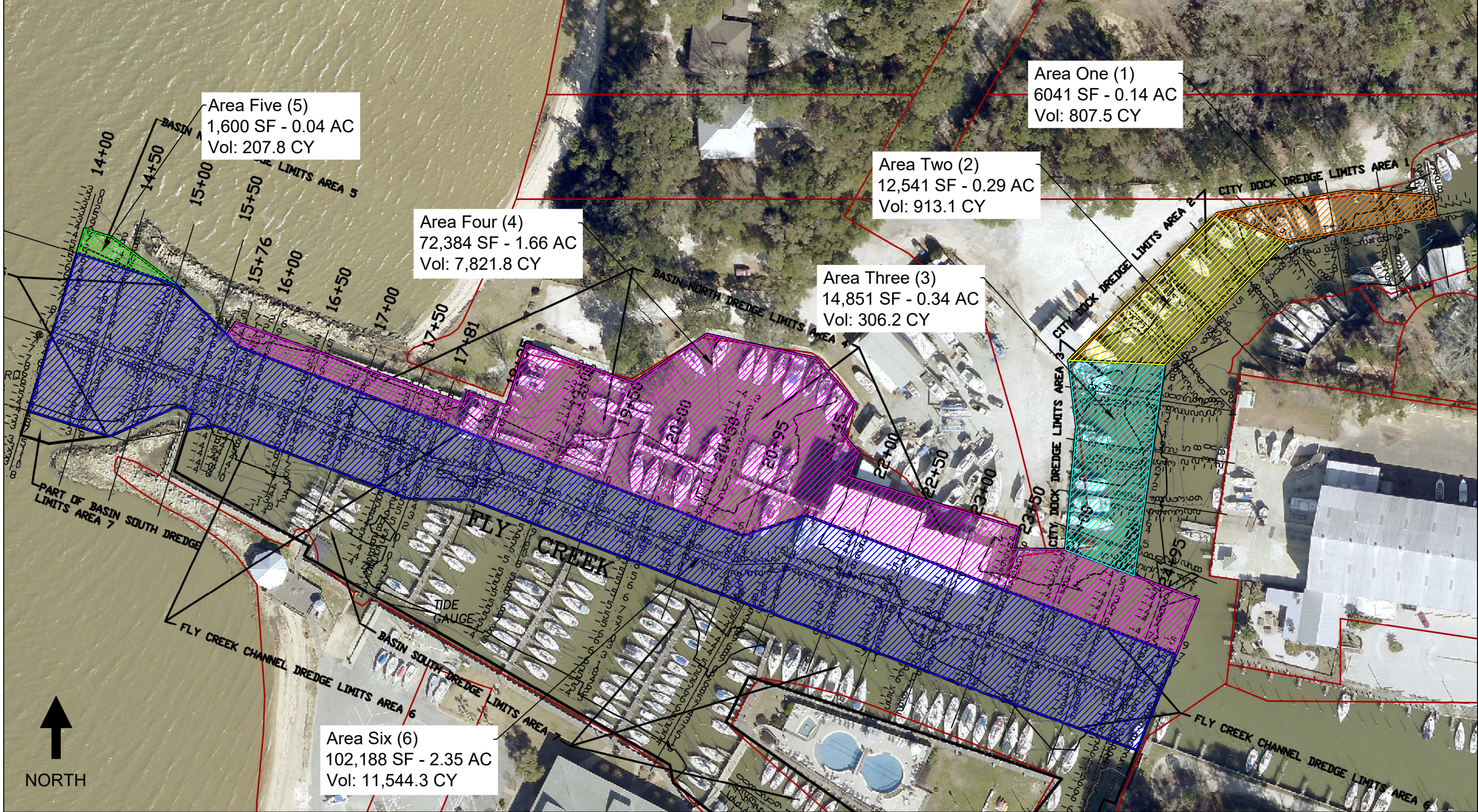


*Richard D. Johnson*  
 Richard D. Johnson  
 AL. REG. NO. 30405  
 Project Management

07-08-2021  
 Date

**Project: 2021-PWI 018**  
**Bid Set Drawings**

<b>MAINTENANCE DREDGING</b>			
<b>HARBOR CHANNEL, SLIPS AND BASINS</b>			
Fly Creek - Mobile Bay			
Title:	Overall Dredge Plan/Area		
Date:	7/8/2021	Project #:	2021-PWI 018
RDJ		Sheet No.:	2 of 5



Area Five (5)  
1,600 SF - 0.04 AC  
Vol: 207.8 CY

Area One (1)  
6041 SF - 0.14 AC  
Vol: 807.5 CY

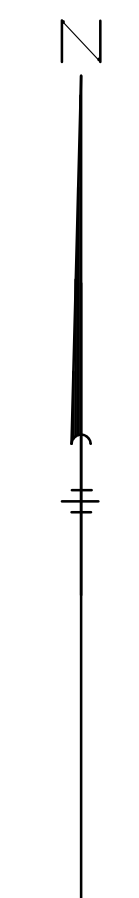
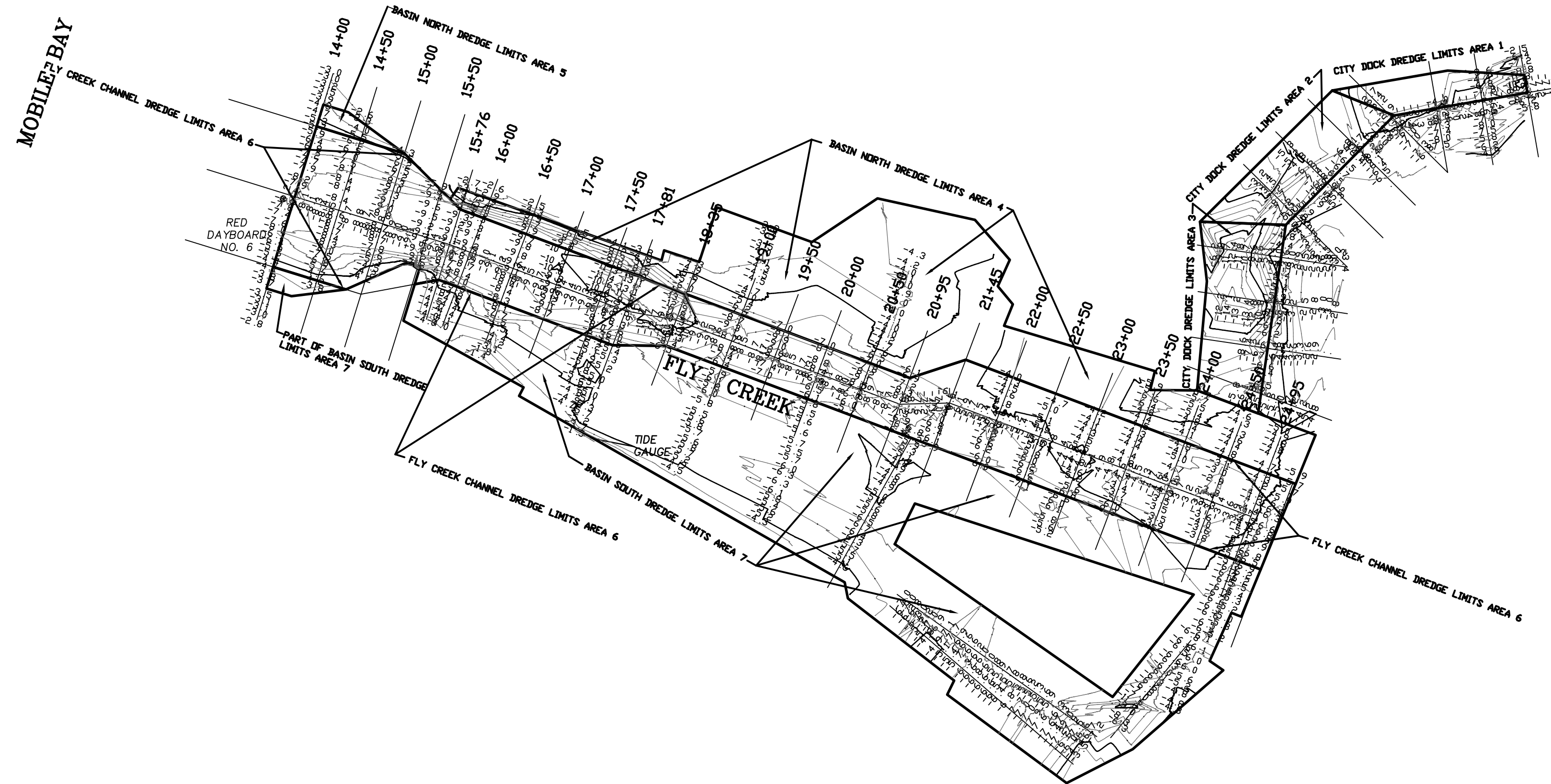
Area Two (2)  
12,541 SF - 0.29 AC  
Vol: 913.1 CY

Area Four (4)  
72,384 SF - 1.66 AC  
Vol: 7,821.8 CY

Area Three (3)  
14,851 SF - 0.34 AC  
Vol: 306.2 CY

Area Six (6)  
102,188 SF - 2.35 AC  
Vol: 11,544.3 CY

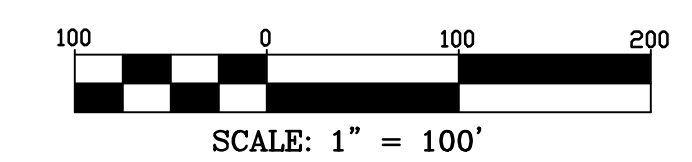




VICINITY MAP

**LEGEND**

- GREEN LIGHTED DAYBOARD
- GREEN DAYBOARD
- GREEN PREFERRED CHANNEL DAYBOARD
- GREEN CROSSING DAYBOARD
- GREEN CAN
- GREEN LIGHTED BUOY
- RED DAYBOARD
- RED PREFERRED CHANNEL DAYBOARD
- RED CROSSING DAYBOARD
- RED NUN
- RED LIGHTED BUOY
- BEACON



- NOTES:
- 1.) Standards of Practice for Land Surveying in Alabama require that "the horizontal position of physical features must be plotted to 1/20th inch of final map scale." Dimensions "snapped" from the electronic version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical clearance dimensions must be field checked.
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  - 3.) Vertical control: C.O.E. Tide gauge at Fly Creek boat ramp, N=197,417.24 E=1,841,422.16 M.L.L.W. Datum.
  - 4.) Horizontal control: Horizontal coordinates on this plot are referenced to Alabama State Plane Coordinate System West Zone (10102), established by DGPS.
  - 5.) Field work was performed on March 09, 2021.
  - 6.) The water surface elevation ranged from 0.1 to 0.5 M.L.L.W. during the course of the Pre Dredge survey.
  - 7.) Field Survey by: Joseph Moody
  - 8.) Survey Vessel: Hudson
  - 9.) Soundings were acquired with HYPACK 2018 Software and a Teledyne Odom Echotrac CV100DF sounder with a 208 KHz transducer.
  - 10.) Imagery: Imported through Carlsons 2020 software, utilizing ESRI ArcGIS services.

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

**VOLUMES:**  
 The below volume calculations are based on surface to surface. The base surface being the hydrographic survey, and the final surface being -8.0 along the lines around the dredge areas as shown in the map above.

**CITY DOCK**  
 The required removal of material to -8.0 MLLW for Area 1 is 807.5 Cubic Yards.  
 The required removal of material to -8.0 MLLW for Area 2 is 913.1 Cubic Yards.  
 The required removal of material to -8.0 MLLW for Area 3 is 306.2 Cubic Yards.

**FAIRHOPE YACHT CLUB BASIN NORTH**  
 The required removal of material to -8.0 MLLW for Area 4 is 7,821.8 Cubic Yards.  
 The required removal of material to -8.0 MLLW for Area 5 is 207.8 Cubic Yards.

**FAIRHOPE YACHT CLUB BASIN SOUTH**  
 The required removal of material to -8.0 MLLW for Area 7 is 11,544.3 Cubic Yards.

**FLY CREEK CHANNEL**  
 The required removal of material to -8.0 MLLW for Area 6 is 5,741.7 Cubic Yards.

Survey Date: March 09, 2021

Cecil T. Hudson, PLS  
 Alabama Licensed Professional Land Surveyor No. 29983-S  
 Prints not valid unless they bear an original seal

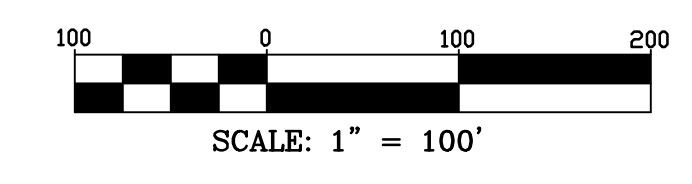
<b>REVISIONS:</b>	<b>HYDROGRAPHIC PRE DREDGE SURVEY OF:</b>
4/7/2021	<b>FLY CREEK</b>
Correct Limits	<b>FAIRHOPE YACHT CLUB</b>
	<b>ROWE</b> <b>ENGINEERING &amp; SURVEYING</b> CONSULTING ENGINEERS <small>3502 LAUGHLIN DR • SUITE B • MOBILE, AL 36693          PHONE 251-666-2766 • FAX 251-660-1040</small>
ACAD: 51508.Dwg	JOB: 51508
DRAWN BY: WJM	FB: 1988/73
CHECKED BY: CTH	KEY:
	PLAT DATE: MARCH 24, 2021
	SCALE: 1" = 100'
	SHEET NO. OF





**LEGEND**

- GREEN LIGHTED DAYBOARD
- GREEN DAYBOARD
- GREEN PREFERRED CHANNEL DAYBOARD
- GREEN CROSSING DAYBOARD
- GREEN CAN
- GREEN LIGHTED BUOY
- RED LIGHTED DAYBOARD
- RED DAYBOARD
- RED PREFERRED CHANNEL DAYBOARD
- RED CROSSING DAYBOARD
- RED NUN
- RED LIGHTED BUOY
- BEACON



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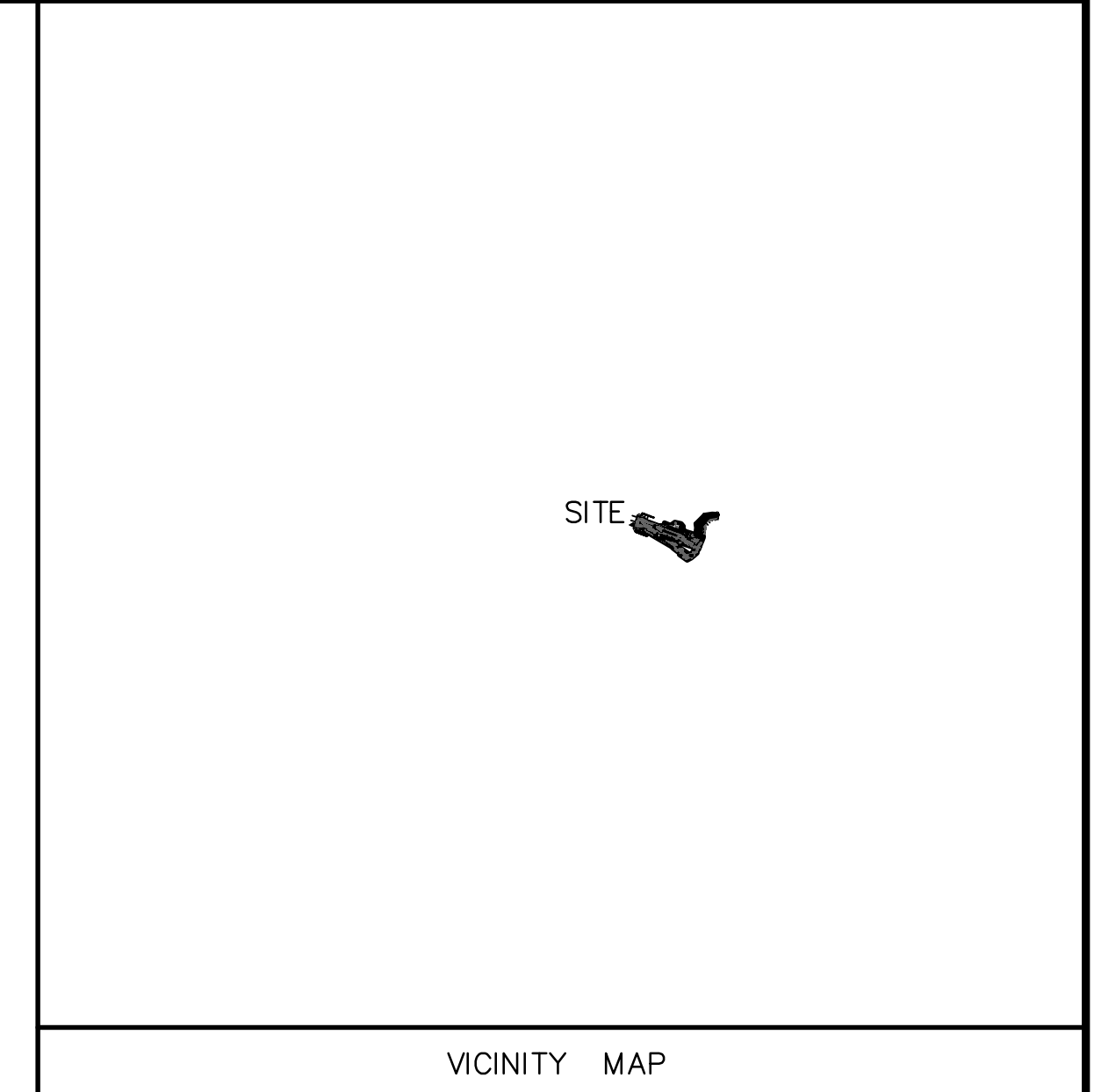
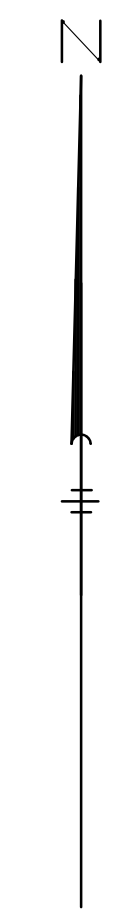
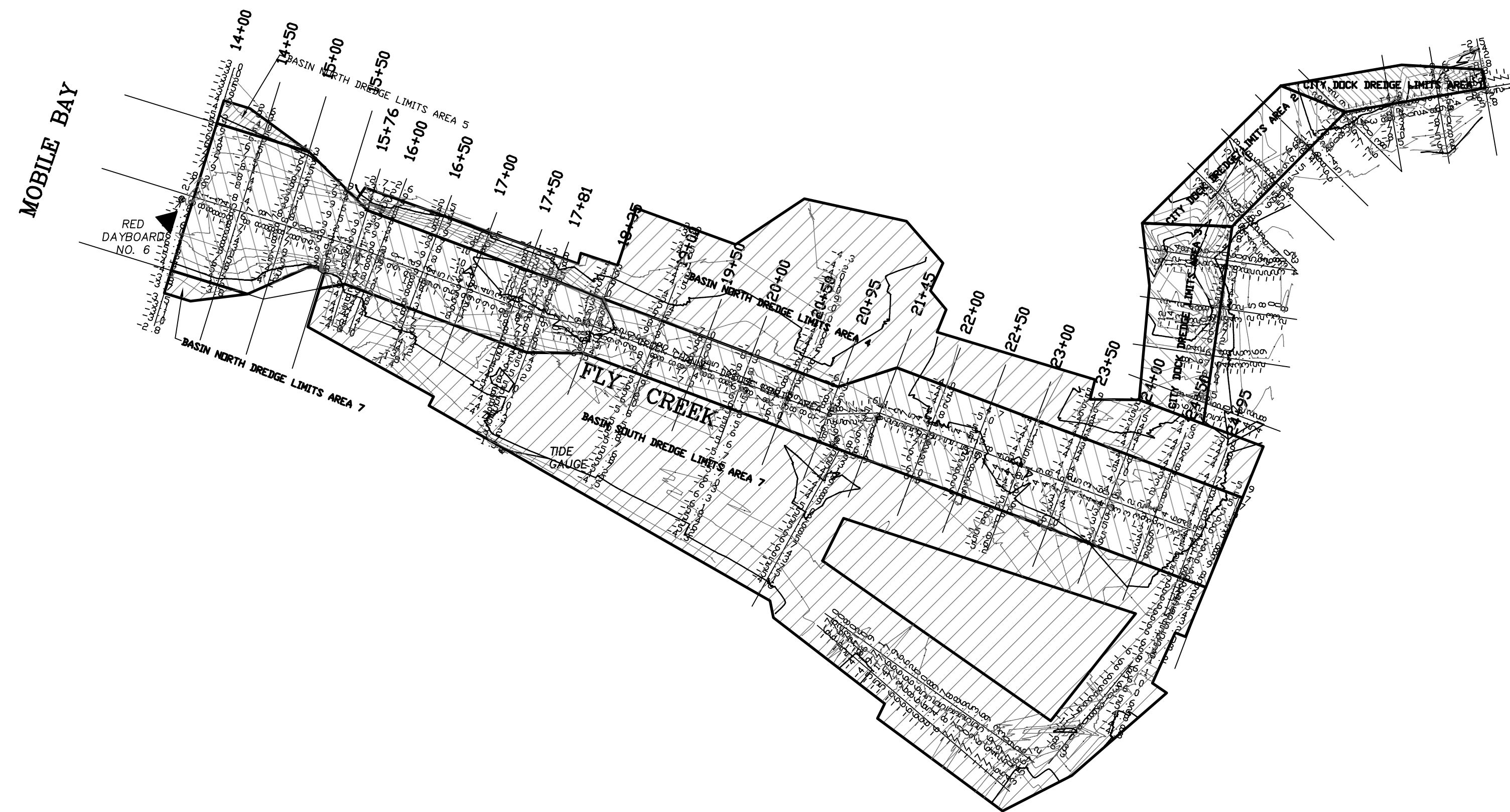
**FAIRHOPE YACHT CLUB BASIN SOUTH**  
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**FLY CREEK CHANNEL**  
 The required removal of material to -8.0 MLLW for Area 7 is 5,741.7 Cubic Yards.

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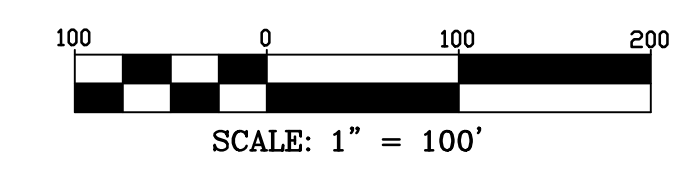
Cecil T. Hudson, PLS  
 Alabama Licensed Professional Land Surveyor No. 29983-S  
 Prints not valid unless they bear an original seal

<b>REVISIONS:</b>	<b>HYDROGRAPHIC PRE DREDGE SURVEY OF:</b>			
	<b>FLY CREEK</b>			
	<b>FAIRHOPE YACHT CLUB</b>			
	<b>ROWE</b> <b>ENGINEERING &amp; SURVEYING</b> CONSULTING ENGINEERS <small>3502 LAUGHLIN DR • SUITE B • MOBILE, AL 36693          PHONE 251-666-2766 • FAX 251-660-1040</small>			
<small>ACAD: 51508.Dwg DRAWN BY: WJM CHECKED BY: CTH</small>	<small>JOB: 51508 FB: 1986/73 KEY:</small>	<small>PLAT DATE: MARCH 24, 2021</small>	<small>SCALE: 1" = 100'</small>	<small>SHEET NO. OF</small>



**LEGEND**

- GREEN LIGHTED DAYBOARD
- GREEN DAYBOARD
- GREEN PREFERRED CHANNEL DAYBOARD
- GREEN CROSSING DAYBOARD
- GREEN CAN
- GREEN LIGHTED BUOY
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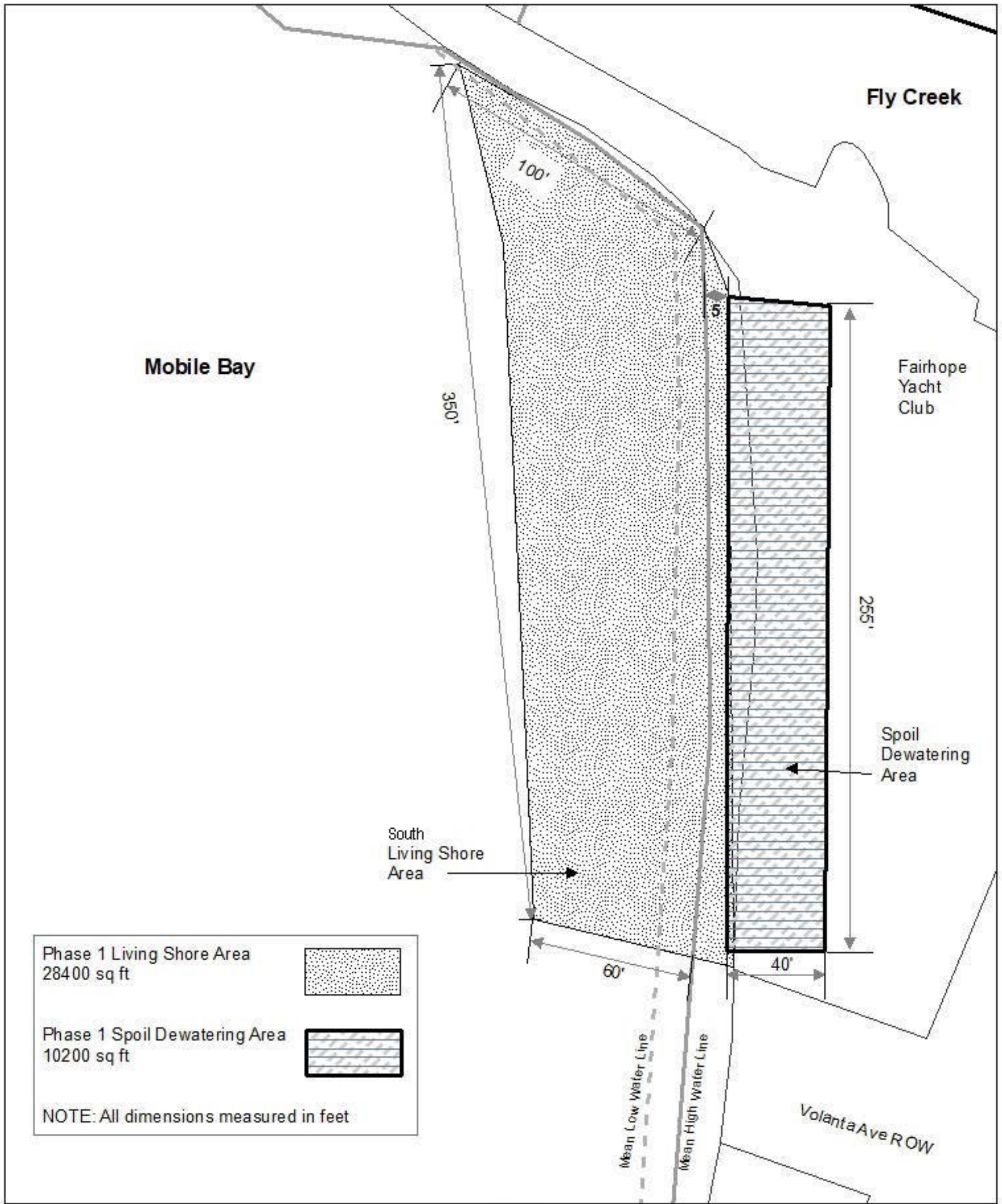
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Survey Date: March 09, 2021

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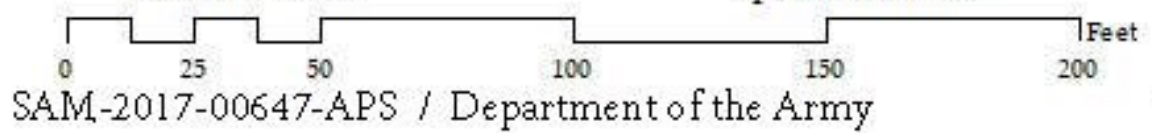
REVISIONS: 1. REVISIONS TO BE MADE BY THE SURVEYOR FOR CITY DOCK, FAIRHOPE YACHT CLUB BASIN NORTH AND SOUTH AND FLY CREEK CHANNEL.	<p><b>HYDROGRAPHIC PRE DREDGE SURVEY OF:</b></p> <p><b>FLY CREEK</b></p> <p><b>PREPARED FOR</b></p> <p><b>FAIRHOPE YACHT CLUB</b></p>						
	<p><b>ROWE</b> ENGINEERING &amp; SURVEYING CONSULTING ENGINEERS</p> <p>3502 LAUGHLIN DR • SUITE B • MOBILE, AL 36683 PHONE 251-666-2766 • FAX 251-660-1040</p>						
ACAD: 51508.Dwg DRAWN BY: WJM CHECKED BY: CTH	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">JOB: 51508 FB: 1986/73 KEY:</td> <td style="width: 33%; border: none;">PLAT DATE: MARCH 24, 2021</td> <td style="width: 33%; border: none;">SCALE: 1" = 100'</td> </tr> <tr> <td style="border: none;">SHEET NO. OF</td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table>	JOB: 51508 FB: 1986/73 KEY:	PLAT DATE: MARCH 24, 2021	SCALE: 1" = 100'	SHEET NO. OF		
JOB: 51508 FB: 1986/73 KEY:	PLAT DATE: MARCH 24, 2021	SCALE: 1" = 100'					
SHEET NO. OF							



**EcoSolutions**  
P.O. Box 361 Montrose, AL 36559  
Phone: 251-621-5006 Fax: 251-621-5058

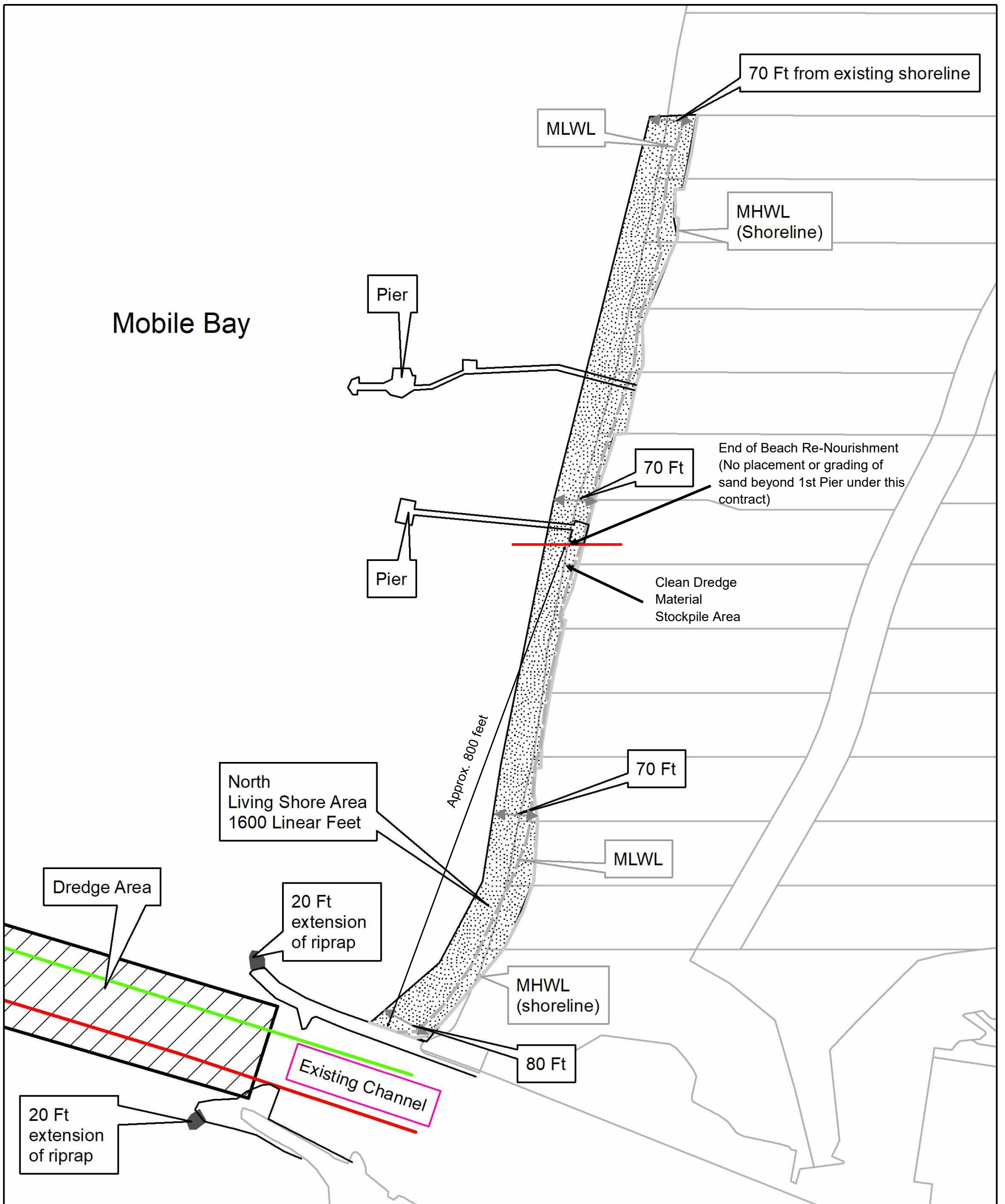
Fly Creek Channel  
Fairhope Yacht Club  
1 inch = 50 feet

T-6-S, R-2-E, Sect. 17  
Fairhope, AL  
Spoil Plan View



<b>Project:</b>	MAINTENANCE DREDGING - SHORELINE RENOURISHMENT		
<b>Title:</b>	South Spoil Plan and Detail - Permit Reference Drawing		
<b>Owner:</b>	City of Fairhope	<b>Project #:</b>	2021-PWI 018
<b>Date:</b>	July 8, 2021	RDJ	<b>Sheet No.:</b> 6 of 8

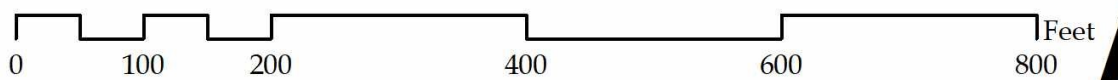




P.O. Box 361 Montrose, AL 36559  
 Phone: 251-621-5006 Fax: 251-621-5058

Fairhope Yacht Club Living Shore Area North  
 Fairhope Yacht Club  
 1 inch = 200 feet

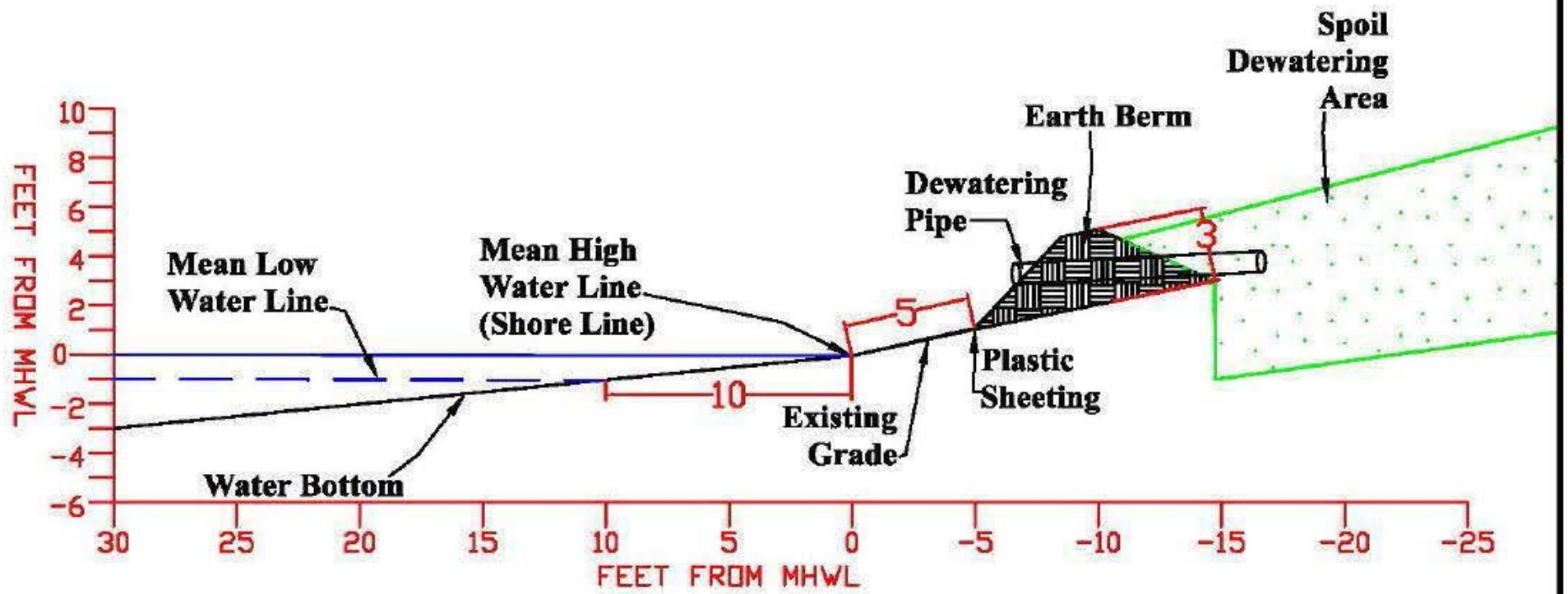
T-6-S, R-2-E, Sect. 08  
 Fairhope, AL



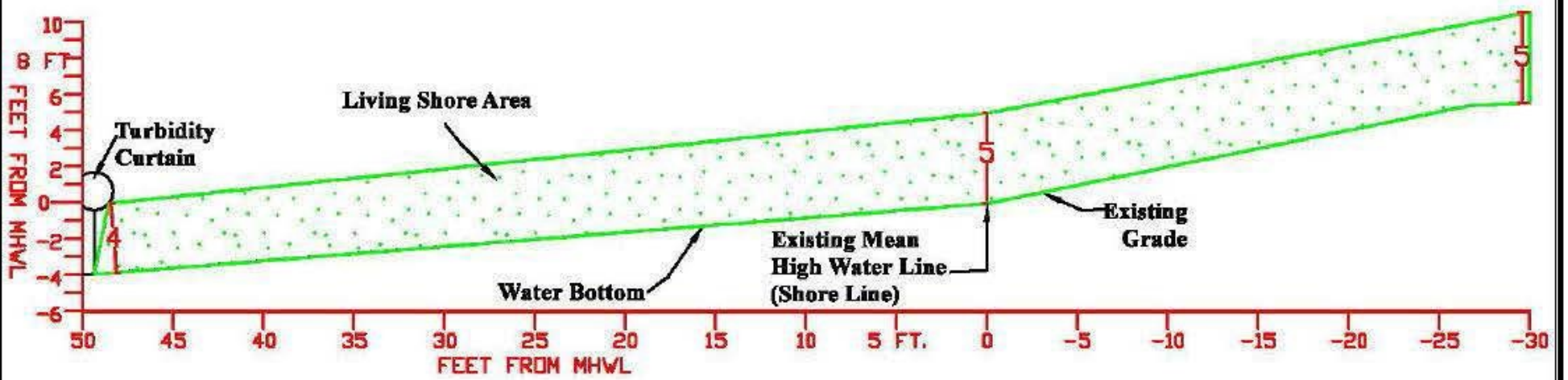
<b>Project:</b>	MAINTENANCE DREDGING - SHORELINE RENOURISHMENT		
<b>Title:</b>	North Beach Re-Nourishment Plan - Permit Reference Drawing		
<b>Owner:</b>	City of Fairhope	<b>Project #:</b>	2021-PWI 018
<b>Date:</b>	July 8, 2021	RDJ	<b>Sheet No.:</b> 7 of 8



### Typical Dewatering Cross-section



### SOUTH Typical Living Shoreline Cross-section



#### Legend

Earthen Berm

South Living Shore Area

#### SOUTH

Phase 1 Dredge Volume = 5051 Cu Yd  
Phase 1 Dredge Area = 48000 Sq Ft

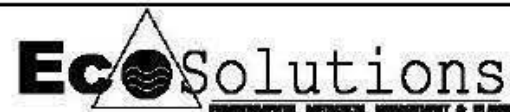
#### SOUTH

Phase 1 Living Shore Total Volume = 5051 Cu Yd  
Phase 1 LS Volume above MHWL = 1907 Cu Yd  
Phase 1 LS Volume below MHWL = 3144 Cu Yd

#### SOUTH

Phase 1 Living Shore Area = 28400 Sq Ft

#### FAIRHOPE YACHT CLUB PHASE 1 CROSS SECTIONS



P.O. BOX 381  
MONTROSE, AL 36558  
(251) 821-8008

PREPARED FOR  
Fairhope Yacht Club  
Volanta Street  
Fairhope, AL

DRAWN BY  
L. Cassiday  
CHECKED BY  
Y. Hutchings

DATE OF LAST REVISION  
7/7/17  
SCALE AS STATED

FILE  
Fairhope Yacht Club Cross

SHEET 2

SAM-2017-00647-APS / Department of the Army

file: Fairhope Yacht Club Cross 4.19.17.dwg

<b>Project:</b>	MAINTENANCE DREDGING - SHORELINE RENOURISHMENT		
<b>Title:</b>	Typical Sections - Dewatering & Living Shoreline - Permit Ref.		
<b>Owner:</b>	City of Fairhope	<b>Project #:</b>	2021-PWI 018
<b>Date:</b>	July 08, 2021	RDJ	<b>Sheet No.:</b> 8 of 8





**ITEM IV  
BID BOND**

The PRINCIPAL (Bidder's name and address)

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

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

**Project No.: PW014-21**  
**Project Name: Maintenance Dredging at Fairhope Docks**

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

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

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

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

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Principal (Company)

By \_\_\_\_\_

\_\_\_\_\_  
Print name and title

SURETY ATTEST

\_\_\_\_\_

\_\_\_\_\_  
SURETY COMPANY

By \_\_\_\_\_

\_\_\_\_\_  
Print name and tit

**ITEM V  
PERFORMANCE BOND**

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

Hereinafter called the Surety or Sureties, are held and firmly bound unto the CITY OF FAIRHOPE, ALABAMA, hereinafter called the OWNER in the sum of \_\_\_\_\_ Dollars ( \$XXX), for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has, by means of a written agreement, dated \_\_\_/\_\_\_/\_\_\_, entered into a contract with the OWNER for **Bid No.035-21, Maintenance Dredging at Fairhope Docks** which agreement is by reference made a part hereof.

NOW THEREFORE, the conditions of this obligation is such that if the Principal shall faithfully perform the contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the OWNER from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good for any such default thence this obligation shall be null and void: otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**IF INDIVIDUAL**

\_\_\_\_\_, Doing Business As, \_\_\_\_\_  
(SIGNATURE of Individual Bidder) (Business Name)

Business Mailing Address \_\_\_\_\_

**IF CORPORATION**

\_\_\_\_\_  
(Name of Corporation, Partnership , or Joint Venture)

Business Mailing Address \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
(Secretary) (Name of State of incorporation)

\_\_\_\_\_  
(Name of Surety) By: \_\_\_\_\_  
(Attorney in Fact)



**ITEM VI  
LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as

Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto said **City of Fairhope** hereinafter call the OBLIGEE, in the penal sum of \_\_\_\_\_

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

WHEREAS, said principal has entered into a certain Contract with said OBLIGEE, dated \_\_\_\_/\_\_\_\_/\_\_\_\_. (Hereinafter called the Contract) **FAIRHOPE BID NO. 035-21 PROJECT NO. PW014-21, Maintenance Dredging at Fairhope Docks**, which Contract and the Specifications for said work shall be deemed a part hereof as full as if set out herein.

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

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

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which actin such claim or claims shall be adjusted and judgment rendered thereon.

(b)The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his successor or representative, as the agent of each of them, to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal services on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later that one year after the final settlement of said contract.

€ This Bond is given pursuant to the terms of an Act of Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Witness our hands this \_\_\_\_ day of \_\_\_\_\_ 2021

**IF INDIVIDUAL**

\_\_\_\_\_, Doing Business As, \_\_\_\_\_  
(SIGNATURE of Individual Bidder) (Company Name)

Business Mailing Address \_\_\_\_\_  
\_\_\_\_\_

**IF CORPORATION**

\_\_\_\_\_  
(Name of Corporation, Partnership, or Joint Venture)

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

\_\_\_\_\_  
(Alabama General Contractor's License Number)

\_\_\_\_\_  
Foreign Corp. Entity ID (required of out-of-state Vendors)

**ATTEST:**

\_\_\_\_\_  
( Secretary)

\_\_\_\_\_  
(Name of State of Incorporation)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Attorney in Fact)

**ITEM VII  
INSURANCE**

**7.0 INSURANCE REQUIREMENTS**

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the Contractor's General Liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded Bidder.

**7.01** All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the CITY. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CITY for prior approval.

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

**7.03** **Worker's Compensation and Employer's Liability**

Part One:	Statutory Benefits as required by the State of Alabama		
Part Two:	Employer's Liability	\$1,000,000	each accident
		\$1,000,000	each employee
		\$1,000,000	Policy Limit

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

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

**7.05** **Maritime Endorsement (Jones Act)**

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

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

**7.06** **Commercial General Liability**

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

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

Coverage to include:

- Premises and operations
- Personal injury and Advertising Injury
- Products/completed operations
- Independent Contractors
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage

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

**7.07 Automobile Liability**

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

**7.08 Certificates of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CITY PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the CITY.

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

## GENERAL CONDITIONS, SPECIAL PROVISIONS and SUPPLEMENTAL SPECIFICATIONS

1. **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 alone 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. **PROJECT SITE:** 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.
3. **PERMITS:** The City of Fairhope and/or Fairhope Yacht Club shall be responsible for acquiring and maintaining all required permits. Copies of all permits shall be provided to the contractor at the preconstruction meeting.
4. **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.
5. **PUBLIC CONVENIENCE:** 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 will make every effort to allow boat traffic to pass while maintaining production. A close relationship between Owners Representative and dredge team Superintendent will be paramount. Contractor shall be granted full use of the Fairhope Docks Parking Area as needed for equipment as the dredging moves forward. No direct payment will be made for any of the work described in this section.
6. **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 ensure 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.

7. **UNDERGROUND UTILITIES AND SERVICES:** Existing utilities, mailboxes, signs, piers, bulkheads and minor obstructions may or may not be 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 "unit" prices 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.

8. **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.

9. **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."

10. **PUBLIC WORKS DIRECTOR'S AUTHORITY:** 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 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.

11. **USE OF PREMISES AND REMOVAL OF DEBRIS:** 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 affect 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.
12. **INSURANCE:** The Contractor shall not commence work under this contract until he has obtained all the insurance required under this specification and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. In addition to the minimum required Insurance the contractor must provide the following:
  - a. Longshoreman endorsement
13. **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.
14. **CITY OF FAIRHOPE BUSINESS LICENSE:** 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.
15. **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.
16. **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.

**17. 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.

**18. 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 performed. Mobilization/Setup shall be separately paid as listed in the table of quantities. Only three pay requests will be entertained: payment at 15 days, 45 days (substantial completion – post hydrographic survey and quantities verified) and release of retainage at final acceptance. A 5% of the first fifty percent of the contract retainage will be applied to the project – retainage will be paid at completion of project close out.

**19. QUANTITIES VERIFICATION:** The contract documents include a Hydrographic Pre-Dredge Survey with calculated volumes of spoil material. Upon completion of dredging operations, the City will conduct a Hydrographic Post-Dredge Survey and recalculate volume of material removed by area. Payment will be based on these quantities. No payment will be made for over-dredging – i.e.: depths greater than 8 feet below Mean Lower Low Water (MLLW).

**20. CONTRACT TIME:** Contract time for this project shall be forty-five (45) Calendar days from the Notice to Proceed date.

**21. LIQUIDATED DAMAGES:** Liquidated Damages (LD's) shall be applied to this contract  
**The Liquidated Damages Daily Charge of \$500.00/calendar day will apply.**



**Section IX**  
**Standard Terms and Conditions**  
**City of Fairhope, AL**

**1. ACCEPTANCE OF AGREEMENT**

This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

**2. ACCEPTANCE OF WORK**

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

**3. ADDENDA**

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record, and posted to the City of Fairhope website [www.fairhopeal.gov](http://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 licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

## **2. BRAND NAMES**

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

## **13. BUSINESS LICENSE**

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

## **14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE**

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

## **15. CERTIFICATION PURSUANT TO ACT NO. 2006-557**

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

## **Office of the Secretary of State**

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

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

The Foreign Corporation form is online at  
<http://www.sos.state.al.us/downloads/dl1.cfm>.

## **16. COST OF REMEDYING DEFECTS**

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

## **17. DELIVERY OF BID**

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

## **18. DELIVERY**

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

## **19. ENVIRONMENTAL REQUIREMENTS**

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

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

## **20. EQUIPMENT DEMONSTRATION**

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

## **21. EQUIPMENT ELECTRICAL CERTIFICATION**

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above

certification shall apply to the equipment itself, not the individual components of that equipment.

## **22. ERRORS IN BID**

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

## **23. FORCE MAJEURE**

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

## **24. HAZARDOUS AND TOXIC SUBSTANCES**

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

## **25. INDEMNITY**

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's 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. NONCONFORMING 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-DESCRIMINATION**

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. Box 429  
Fairhope, AL 36533

All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

### **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: [www.fairhopeal.gov](http://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.

**ITEM X  
CONTRACT  
DRAFT**

This **CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF FAIRHOPE** (hereinafter "**OWNER**") and of City, \_\_\_\_\_ State (hereinafter "**CONTRACTOR**"), on the

<b>BID NO.:</b>	<b>BID 035-21</b>
<b>BID NAME:</b>	<b>Maintenance Dredging at Fairhope Docks</b>
<b>PROJECT NO.:</b>	<b>PW014-21</b>
<b>PROJECT NAME:</b>	<b>Maintenance Dredging at Fairhope Docks</b>

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

1. The **CONTRACT** consists of all the items contained within this contract, bid package, Project manual, drawings, and all addenda and amendments, and "City of Fairhope Standard Terms and Conditions", which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of **Project No 014-21 Maintenance Dredging at Fairhope Docks**.
2. The **CONTRACTOR** shall perform all the WORK described herein as awarded by the Fairhope City Council.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of the **CONTRACT** within **TEN (10)** days of the date specified in a *Notice to Proceed (NTP)* to be issued to the **CONTRACTOR** by the **OWNER**, or its authorized representative. The work shall be completed, subject to authorized adjustments, within **Forty-Five (45) CALENDAR** days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of **\$500** per calendar day.
4. The **CONTRACTOR** shall, before commencing the **WORK**, execute a **Performance Bond**, with penalty equal to One Hundred Percent (100%) of the amount of the **CONTRACT SUM**. The **CONTRACTOR** shall also, before commencing the **WORK**, execute a **Labor And Materials Bond**, payable to the **OWNER**, in an amount greater than Fifty Percent (50%) of the **CONTRACT SUM**, with the obligation that the **CONTRACTOR** promptly make all payments to all persons supplying labor, materials or supplies for, or in, prosecution of the **WORK** provided in the **CONTRACT** and for the payment of reasonable attorney's fees incurred by successful claimants. All bonds shall be executed by surety companies duly authorized and qualified to make such bonds in the State of Alabama in the amount required.
5. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the WORK, the **CONTRACT SUM** of \_\_\_\_\_ ( \_\_\_\_\_ )).

Per **ALA. CODE § 39-2-12(b)(2)(c)**, as amended: "In making the partial payments, there shall be retained not more than five percent of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after 50 percent completion has been accomplished, nor further retainage shall be withheld".

Per **ALA. CODE §39-2-12(b)(1)**, as amended: "Unless otherwise provided in the specifications, partial payments shall be made as the work progresses at the end of each calendar month, but in no case later than **35** days after the acceptance by the awarding authority that the estimate and terms of the contract providing for partial payments have been fulfilled".

Per **ALA. CODE §39-2-12(h)**as amended: "All material and work covered by partial payments made shall become the sole property of the awarding authority but the contractor shall not be relieved from the sole responsibility for the care and protection of materials and work upon which payments have been made, and for the restoration of any damaged work" .

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the **CONTRACTOR** will be made only for the actual quantities or work performed and

accepted, or materials furnished, in accordance with the contract. The scheduled quantities or work to be done and materials to be furnished may increase decrease or be omitted as provided herein.

The **CONTRACTOR** shall, immediately after the completion of the **CONTRACT**, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the **CONTRACT** until the expiration of 30 days after the completion of the notice. Proof of the publication of the notice shall be made by the **CONTRACTOR** to the **OWNER** by affidavit of the publisher and a printed copy of the notice published. The **CONTRACTOR** shall also provide to the **OWNER**, in addition to the proof of advertisement, and in compliance with **ALA. CODE §39-2-12(i)(1) (a-c)**, as amended:

- 1) A properly executed and duly certified voucher for payment
- 2) Final Release of Liens. A release of all claims and claims of lien against the awarding Authority arising under and by virtue of the contract,
- 3) Contractor's one year warranty on all materials used,
- 4) Contractor's one year guarantee on workmanship,
- 5) All pertinent Manufacturer's warranty
- 6) Consent of Surety Co. to Final Payment
- 7) Contractor's Affidavit of Payment of Claims and Debt

**Per ALA CODE §39-2-12(i)(2)**, as amended “(2) Such payment shall become due and owing 35 days after all the requirements of subdivision (1) are fulfilled, and any agreement to increase the 35-day period for payment after the execution of the contract is not enforceable.”

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

7 To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the **OWNER**, and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of the **WORK**.

8. The **CONTRACTOR** has thoroughly and completely inspected the premises, and hereby agrees to perform the **WORK** for the **CONTRACT SUM**.

9. The **CONTRACTOR** warrants to the **OWNER** that all materials furnished under this **CONTRACT** will be new, and that all work will be of a good quality, free from faults and defects and in conformance with the **CONTRACT DOCUMENTS**. All **WORK** not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the **OWNER**, the **CONTRACTOR** shall furnish satisfactory evidence as to the kind and quality of materials.

10 The **CONTRACTOR** shall promptly correct all work rejected by the **OWNER** as defective or failing to conform to the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall bear all costs of correcting such rejected **WORK**, regardless of whether the **WORK** is fabricated, installed or completed.

11. The **CONTRACTOR** shall remove from the site all portions of the **WORK** which are defective or non-conforming and which have not been corrected, unless removal is waived by the **OWNER**.

12. If the **CONTRACTOR** fails to correct defective or nonconforming **WORK** within a reasonable time fixed by written notice from the **OWNER**, the **OWNER** may correct and the **CONTRACTOR** shall bear the cost of making good all work of the **OWNER** or separate contractors.

13. If the **OWNER** prefers to accept the defective work, the **OWNER** may do so instead of requiring its removal and correction, in which case a reduction in the **CONTRACT SUM** shall be affected whether or not final payment has been made. The reduction shall be equitable and appropriate.

14. If the **CONTRACTOR** fails to correct defective **WORK** as set forth above or persistently fails to carry out the **WORK** in accordance with the **CONTRACT DOCUMENTS**, or fails to supply enough properly trained workers or proper materials or disregards laws, ordinances, rules or regulations, the **OWNER**, by a written order signed by its authorized agent, may order the **CONTRACTOR** to stop the **WORK**. If the **CONTRACTOR** fails within the seven (7) days after receipt of written notice to commence corrective action,



the **OWNER** may, after those seven (7) days, without prejudice to any other remedy of the **OWNER**, terminate employment of the **CONTRACTOR** and take possession of the site and all materials thereon, and may finish the work by whatever methods the **OWNER** finds expedient.

15. If, within one (1) year after acceptance of the **WORK** by the **OWNER**, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the **CONTRACT DOCUMENT**, any of the **WORK** is found to be defective or not in conformity with the **CONTRACT DOCUMENTS**, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **OWNER** to do so unless the **OWNER** has previously given the **CONTRACTOR** a written acceptance of such condition. This obligation shall survive both final payment for the **WORK** and termination of the **CONTRACT**. The **OWNER** shall give such notice promptly after discovery of the condition.

16. All **TIME LIMITS** stated in the **CONTRACT DOCUMENTS** are of the essence of the contract.

17. If the **CONTRACTOR** is delayed at any time in the progress of the **WORK** by any act or neglect of the **OWNER**, any of its employees, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the **CONTRACTOR'S** control, the **CONTRACT** time shall be extended to such reasonable time as the **OWNER** may determine.

18. The **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **WORK**. The **CONTRACTOR** shall perform the **WORK** in a manner that allows the **OWNER**, to the maximum extent possible, to continue its daily operations on the premises.

19. The **CONTRACTOR** shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the **CONTRACTOR'S** operations. At the completion of the **WORK**, the **CONTRACTOR** shall remove all the **CONTRACTOR'S** waste materials and rubbish from and about the **PROJECT** as well as all the **CONTRACTOR'S** tools, construction equipment, machinery and surplus materials. If the **CONTRACTOR** fails to clean up at the completion of the **WORK**, the **OWNER** may do so and the cost thereof shall be charged to the **CONTRACTOR**.

20. WRITTEN NOTICE shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving the notice.

21 Per **ALA CODE §39-2-12(i)(2) (k-l)**, as amended: **(k)**“The contract between the awarding authority and contractor shall contain provisions outlining the source of sufficient funds to be utilized to full fill the awarding authority’s obligations under the contract, including whether the funds are: \_\_\_ held by the awarding authority at the time of the execution of the contract, or \_\_\_ whether the funds will become available at a date following the execution of the contract.

**(l)** Should the source of funds for the payment be a grant, award, or direct reimbursement from the state, federal government, or other source which will not become available until after the execution of the contract, this shall be disclosed in the bid document and contract and the provisions of this chapter regarding prompt payment shall not apply until the awarding authority is in receipt of the funds as provided in the contract. Upon such receipt, the contracting agency shall process payment within 10 days and the requirement shall be enforceable as provided herein.”

22. The duties and obligation imposed by the **CONTRACT DOCUMENTS** and the **RIGHTS AND REMEDIES** available thereunder shall be in addition to, and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

23. Should either party to the **CONTRACT** suffer injury or damage to person or property because of any act or omission of the other party’s employees or agents, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

24. The **OWNER** and **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns, and legal representative to the other party hereto and to the partners, successors, assigns, and legal representatives to the other party with respect to all covenants, agreements, and obligations contained in the **CONTRACT DOCUMENTS**. Neither party to the **CONTRACT** shall assign the **CONTRACT** or sublet it as a whole without the written consent of the other.

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

**CITY OF FAIRHOPE, ALABAMA**

BY: \_\_\_\_\_  
**SHERRY SULLIVAN, Mayor**

ATTEST: \_\_\_\_\_  
**LISA A. HANKS, MMC  
City Clerk**

**NOTARY FOR THE CITY**

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Sherry Sullivan**, whose name as **Mayor of the City of Fairhope**, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Officer and with full authority, executed the same voluntarily for and on behalf of said Municipal Corporation.

Given under my hand and seal on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CONTRACTOR**

**Individual or Partnership**

\_\_\_\_\_  
(Individual or Partnership)

\_\_\_\_\_  
(PRINT name of Partner)

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

\_\_\_\_\_  
(PRINT name of Partner)

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

Address \_\_\_\_\_

Phone no. \_\_\_\_\_ Fax no. \_\_\_\_\_

Primary email address \_\_\_\_\_

Alabama Contractor's License No \_\_\_\_\_ Foreign Corp Entity ID \_\_\_\_\_  
(if required) (If out of state)

**Corporation**

Company \_\_\_\_\_ State of Incorporation \_\_\_\_\_

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

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

Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. ( ) \_\_\_\_\_ Fax no. ( ) \_\_\_\_\_

Primary email address \_\_\_\_\_

Alabama Contractor's License No \_\_\_\_\_ Foreign Corp. Entity ID \_\_\_\_\_  
(if required) (If out of state)

**NOTARY FOR THE CONTRACTOR**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

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

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
(contractor name) title company name

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

Given under my hand and Notary seal on this \_\_\_\_ day of \_\_\_\_\_, 2021

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**ITEM XI**  
**Alabama Immigration Act Contract Requirements**

**1.0 Background**

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

**2.0 Definitions**

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

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

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

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

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

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

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

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

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

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

### 3.0 Mandatory Clause

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

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

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

### 4.0 Contracts Involving Business Entity, or Employer

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

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

### 5.0 Contracts Involving Subcontracting

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

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

## INVITATION SUMMARY

### Bid No. 035-21 MAINTENCE DREDGING AT FAIRHOPE DOCKS

**Issue Date:** 7-14-21

**Bid Bond Requirements:** BID SECURITY equal to 5% (percent) of the bid price, but in no event more than \$10,000.00.

**Certificate of Insurance Requirements:** See Standard Terms and Conditions

**Pre-Bid Meeting:** There will be a non mandatory pre-bid meeting on Wednesday July 21, 2021 at 10:00 a.m.

**Deadline for Questions Date:** July 26 at 4:00pm)

**IFB Closing Date (bids opened):** July 28, 2021 at 1:00 PM  
**City Internet Site: (for bid postings)** [www.fairhopeal.gov](http://www.fairhopeal.gov)

**SEALED Bid Copies: (to submit)** One (1)--- no email accepted

**Purchasing Department Contact:** Dee Dee Brandt, Purchasing Manager  
[deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov)  
(251) 928-8003

END OF INVITATION SUMMARY

**CONTRACTOR INFORMATION**

Please print this section and turn in with your response  
**Bid No.: 035-21 MAINTENCE DREDGING AT FAIRHOPE DOCKS**

**Name**

**Business Organization**

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

Doing-Business-As Name of Bidder: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other (describe): \_\_\_\_\_

**Corporation Statement**

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_

The corporation is held: Publicly \_\_\_\_\_  
Privately \_\_\_\_\_

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

The partnership is: General \_\_\_\_\_  
Limited \_\_\_\_\_

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement recorded? Yes \_\_\_\_\_  
No \_\_\_\_\_

Primary Contact \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

**END OF INFORMATION SECTION**

CITY OF FAIRHOPE

**CLOSEOUT DOCUMENTS**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

CONTRACTOR'S AFFIDAVIT OF PAYMENT

FINAL RELEASE OF LIENS

NOTICE OF COMPLETION ADVERTISEMENT



**CITY OF FAIRHOPE**

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

**PROJECT NO:** PW014-21

**PROJECT NAME:** MAINTANCE DREDGING AT FAIRHOPE DOCKS

**OWNER:** City of Fairhope  
P.O. Drawer 429  
Fairhope, Al 36533

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the provision of the Contract between the OWNER and the CONTRACTOR as indicated above, the \_\_\_\_\_, Surety Company on bond of

\_\_\_\_\_CONTRACTOR, hereby approved the final payment to the CONTRACTOR and agrees that final payment to the CONTRACTOR shall not relieve the Surety Company of any of its obligations to the City of Fairhope as set forth in said Surety Company's bond dated the \_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF

The Surety Company has hereunto set its hand this \_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:  
(Seal)

Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

**CITY OF FAIRHOPE**

**CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS**

**PROJECT NUMBER:** PW014-21  
**PROJECT NAME:** MAINTANCE DREDGING AT FAIRHOPE DOCKS

**OWNER:** City of Fairhope, Alabama  
P.O. Drawer 429  
Fairhope, Al 36533

**CONTRACTOR:**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The undersigned hereby certified that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, Labor and services performed, and for all known indebtedness and claims against the CONTRACTOR for damages arising in any manner in connection with the performance of the Contract referenced above for which the OWNER or his property might in any way be held responsible.

EXCEPTION: (If none, write NONE) \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:

Subscribed and sworn to and before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary

My Commission expires \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# City of Fairhope

## FINAL RELEASE OF LIENS

KNOW ALL MEN BY THESE PRESENTS: In consideration of, and contingent upon the receipt of total payments in the amount of \_\_\_\_\_

Under and pursuant to the following Contract:

**BID NO:** Bid No 035-21 Maintenance Dredging at Fairhope Docks  
**PROJECT NO:** PW014-21 Maintenance Dredging at Fairhope Docks

The undersigned hereby releases \_\_\_\_\_ its officers, agents and employees, of and from all liabilities, obligations, and claims whatsoever in law and in equity under or arising out of said contract. We do hereby certify that all labor, materials, equipment, supplies and etc. for this project have been paid in full and there is no outstanding indebtedness.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
By: SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

STATE OF ALABAMA  
COUNTY OF BALDWIN

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

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

Given under my hand and seal on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_/\_\_\_/\_\_\_

**LEGAL NOTICE  
NOTICE OF COMPLETION**

Pursuant to Ala. Code 39-1-1(1975), notice is hereby given that \_\_\_\_\_  
Name of Company)

has completed its contract with the City of Fairhope, Alabama, for the

Maintenance Dredging at Fairhope Docks  
(Name of Project)

located at \_\_\_\_\_.  
(Location of the Project) This notice will be

Published in a newspaper of general publication within the City of Fairhope or Baldwin County for a period of **four (4) successive weeks beginning:** \_\_\_\_\_, 2021

\_\_\_\_\_  
*“(f) The contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of **four successive weeks**. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by posting at the courthouse for 30 days, and proof of same shall be made by the judge of probate, sheriff, and the contractor.”*

Any person or firm having claims on said Project for materials or labor should contact the above contractor at:

in the time and manner as required by law.

**CITY OF FAIRHOPE  
P. O. DRAWER 429  
FAIRHOPE, ALABAMA 36533**

DATED: \_\_\_\_\_