



**CITY OF FAIRHOPE
INVITATION TO BID**

SEALED BIDS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope's City Services and Public Utilities Building located at, 555 South Section St. Fairhope, Alabama, until 10:00 A.M. Wednesday, August 30, 2023, and 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. 23-036
Magnolia Avenue Underground
Part 1**

The City of Fairhope is requesting responses from qualified vendors to convert overhead electrical lines to underground along a 2-block area along Magnolia Avenue from the intersection of N. Bancroft St. to midway of N. Section St. and N. Church St in downtown Fairhope, Alabama. Bid is to include all equipment, tools, labor and materials (Except materials furnished by the CITY) necessary to perform the work as specified in this invitation. General Conditions, Special Provisions, Supplemental Specifications, and Bid Set Drawings can be found in SECTION II "SCOPE OF WORK."

Bid documents will be posted on the City of Fairhope Website: www.FairhopeAL.gov or a copy may be obtained by e-mailing: Purchasing@FairhopeAL.gov. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, bid packages may also be requested from the Engineer on Record, Hi-Line Engineering, during normal operation, between 8:00 am and 5:00 pm Eastern time. The Engineering Firm can be reached at (770) 425-8100 or email at linda-gray@hi-line-engineering.com.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Wednesday, August 23, 2023, at 10:00 A.M. or will be forever waived.

There will be a **MANDATORY** pre-bid meeting on Tuesday, August 22, 2023, at 2:00 P.M., at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL.

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** 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 must be on blank bid forms provided in the Bid Documents. All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "**Sealed Bid**" with **Item Name, Bid Number, City of Fairhope's Name and Address and CONTRACTOR'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 portion 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.

No bids will be considered unless the **CONTRACTOR**, 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 BIDDERS, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the Awarded Vendor, 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. **CONTRACTOR** 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 by visiting the following web address: www.FairhopeAL.gov.



**INVITATION TO BID
NO. 23-036
PROJECT NO.**

**MAGNOLIA AVE. UNDERGROUND
PART 1**

**CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR**

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**ITEM I
INVITATION AND INSTRUCTIONS TO BIDDERS**

1.00 BID INVITATION

Notice is hereby given that the **City of Fairhope** (“**CITY**”) will receive bids on the project described herein. Qualified **BIDDERS** are invited to bid on this CONTRACT.

1.01 BID NO.: 23-036
NAME: MAGNOLIA AVENUE UNDERGROUND PART 1

1.02 SUMMARY

The City of Fairhope is requesting responses from qualified vendors to **convert overhead electrical lines to underground along a 2-block area along Magnolia Avenue from the intersection of N. Bancroft St. to midway of N. Section St. and N. Church St in downtown Fairhope, Alabama. Project to be completed by January 31, 2024.** Bid is to include all equipment, tools, labor and materials (except materials furnished by the CITY) necessary to perform the work as specified in this invitation. General Conditions, Special Provisions, Supplemental Specifications, and Bid Set Drawings can be found in SECTION II “SCOPE OF WORK”.

1.03 BID DEADLINE

Bids will be received until Wednesday, August 30, 2023, at 10:00 A.M, at the City Services and Public Utilities Building, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained on the City’s website at www.FairhopeAL.gov/departments/purchasing/bids or at the City Services and Public Utilities Building, 555 South Section Street., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

1.05 INQUIRIES

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Wednesday, August 23, 2023, at 10:00 A.M or will be forever waived.

1.06 SITE EXAMINATION

There will be a **MANDATORY**-bid meeting on Tuesday, August 22, 2023, at 2:00 P.M., at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL. This mandatory pre-bid meeting will serve as an opportunity for potential bidders to engage project stakeholders, review plans and ask questions.

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the CONTRACT Documents. **BIDDERS** must be properly licensed to perform the work as outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Except for CONTRACTS funded in whole or in part by funds received from a federal agency, preference shall be given to resident **BIDDERS** on the same basis as the nonresident **BIDDERS** state awards CONTRACT to Alabama **BIDDERS** bidding under similar circumstances. Therefore, non-resident **BIDDERS** shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-resident **BIDDERS** state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.07 **BID SECURITY**

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00.

1.08 **PERFORMANCE ASSURANCE AND INSURANCE**

The **BIDDER** to whom award is made shall provide a Performance Bond equal to 100% of the CONTRACT Amount and a Labor and Material Bond equal to 50% of the CONTRACT amount.

The accepted **BIDDER** shall also provide insurance as required in ITEM V.

1.09 **DURATION OF OFFER**

Bids may be withdrawn in written or telegraphic request received from **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 bids 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 **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT Documents in this regard. The City of Fairhope 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, signed, and 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 the BID NAME, BID NUMBER, CITY'S NAME AND ADDRESS, CONTRACTOR'S NAME AND ADDRESS.**

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 suitably 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 Base Bid to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the **BIDDER** without the written authorization of the **CITY**. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the **CITY**.

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** 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.

1.12 **BID INELIGIBILITY**

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the **CITY**. The **CITY** 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 **BIDDER** agrees to convert overhead electrical lines to underground along a 2 block area along Magnolia Avenue between N. Church St. and N. Bancroft St. in downtown Fairhope Alabama completed by **January 31, 2024**.

1.14 **INQUIRIES/ADDENDA**

All Addenda are part of the CONTRACT Documents. Include resultant costs in the Bid. Addenda will be issued by E-MAIL and posted on the City's website: www.FairhopeAL.gov. It is the responsibility of the **BIDDER** to verify that all Addenda have been received.

Questions or comments pertaining to this bid must be presented in writing, sent via email Purchasing@FairhopeAL.gov by Wednesday, August 23, 2023, at 10:00 A.M., or will be forever waived.

1.15 **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 **CITY** shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.

1.16 **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 **BIDDER** 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**.

1.17 **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.

1.18 **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 to him for signature.

1.19 **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**.

1.20 **SUBLETTING OR ASSIGNING OF CONTRACT**

Limitations: The **CONTRACTOR** shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion 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 **BIDDER** of any responsibility for the fulfillment of the **CONTRACT**. Unless otherwise stipulated in the proposal or special provisions, the **BIDDER** 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 **BIDDER** 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 **SUB-CONTRACTOR's** work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.21 **PROSECUTION OF WORK**

The **BIDDER** shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the **CITY**. He shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the **CONTRACT**.

Should the **BIDDERS** fail to maintain a satisfactory rate of progress, the **CITY** 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 **BIDDER** fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the **CITY** may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the **CONTRACT** may be annulled.

ITEM II
SCOPE OF WORK
Magnolia Avenue Underground Part 1

1. **Description of Project:** The Project will consist of undergrounding overhead electrical lines along a 2 block area along Magnolia Avenue from the intersection of N. Bancroft St. to midway of N. Section St. and N. Church St in downtown Fairhope, Alabama located in Baldwin County.
2. **Work on Energized Lines.** All work will be performed with the existing lines energized, both overhead and underground facilities. The Bidder must provide personnel qualified to work on energized lines. All such work shall be performed to meet at least the safety rules and regulations prescribed by the **CITY** for its own employees including the use of rubber gloves, sleeves, hot sticks and associated protective equipment, a copy of which rules and regulations may be examined at the office of the **CITY**. If requested by the Bidder, the **CITY** will perform any required power line switching. Any temporary measures (leaning of poles, etc.) required to maintain service shall be the responsibility of the Bidder. The cost of such temporary measures shall be included in the unit prices.
3. **Materials and Equipment.** All materials for the Magnolia Avenue Underground Part 1 Project will be furnished by the **CITY**. The value of **CITY** Furnished Materials lost or damaged while in the Contractor's possession shall be deducted from payment to the Contractor. See List of Materials Furnished by City for the cost of major material items to be furnished by the **CITY**.

The Bidder understands and agrees that, if this Proposal is accepted, the **CITY** will furnish to the Bidder the material set forth in the attached List of Materials Furnished by City For those items not yet delivered, the Bidder will, on behalf of the **CITY**, accept delivery of such of the materials as may be subsequently delivered and will promptly forward to the **CITY** for payment the supplier's invoice. The Bidder will acknowledge in writing the receipt of all materials received as indicated on the List. The materials referred to are on hand at, or will be delivered to, the locations specified in the List and the Bidder will use such materials in constructing the project.

Materials, if any, not required for the project, which have been furnished to the Bidder by the **CITY** or delivery of which has been accepted by the Bidder on behalf of the **CITY**, shall be returned to the **CITY** by the Bidder upon completion of construction of the project. The value of all materials not installed in the project nor returned to the **CITY** shall be deducted from the final payment to the Bidder.

The **CITY** shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached Lists. If the **CITY** furnishes, and the Bidder accepts, materials in excess thereof the values of such excess materials shall be their actual cost as stated by the **CITY**.

Information on the shipping schedules of materials on the "List of CITY Furnished Materials" will be furnished to the Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport and handle all materials and equipment on the "List of CITY Furnished Materials " at its expense and shall be responsible for demurrage, if any.

4. **Proposal on Unit Basis.** The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the **CITY** may specify any number or combination of Construction Units that the **CITY** may deem necessary for the construction of the project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.

ITEM II
SCOPE OF WORK (Continued)

5. **Unit Quantities.** The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made could vary. The **CITY** will not change a unit labor price for the sole reason that the number of units varies from that stated on the bid response form. The Contractor will be paid on the basis of units actually installed and/or removed at the price stated on the bid response form.
6. **Balanced Bid.** The attention of the Bidder is specially called to the desirability of a proper balance between prices for types of construction units. Lack of such balance may be considered as a reason for rejecting a Proposal. The **CITY** assumes no liability for the Bidder's errors in pricing a unit.
7. **Supervision and Inspection.**
 - a. The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions and will at once report to the **CITY** any error, inconsistency or omission which it may discover. The Bidder shall cause the construction work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.
 - b. The **CITY** reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the **CITY** such removal shall be necessary in order to protect the interest of the **CITY**. The **CITY** shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the **CITY**; but the failure of the **CITY** to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.
8. **Protection to Persons and Property.** The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, in addition to the safety rules and procedures of the **CITY**.

The following provisions shall not limit the generality of the above requirements:

- a. The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Project Details.
- b. The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.
- c. The Bidder shall so conduct the construction of the project as to cause the least possible obstruction of public highways.
- d. The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.
- e. The Bidder shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles,

ITEM II
SCOPE OF WORK (Continued)

highways or other property are damaged in the course of the construction of the project the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.

- f. Where the right-of-way of the project traverses cultivated or grazing lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the project shall be replaced in as good condition as they were found, and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Bidder shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the project and not caused by negligence or inefficient operation of the Bidder. The Bidder shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the project.

The right-of-way for purposes of this said section shall consist of an area extending _____ feet on both sides of the center line of the poles along the route of the project lines, plus such area reasonably required by the Bidder for access to the route of the project lines from Public roads to carry on construction activities.

- g. The project, from the commencement of work to completion, or to such earlier date or dates when the **CITY** may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.
- h. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Bidder from the site of the project as rapidly as practicable as the work progresses.
- i. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the **CITY**, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the **CITY** may correct such violation at the Bidder's expense: Provided, however, that the **CITY** may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.
- j. The Bidder shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the **CITY** that proper authorization has been received from the owner of the property, and the Bidder shall promptly notify the **CITY** whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of the **CITY** before proceeding in any such case.
- k. The Bidder will furnish, prior to the commencement of underground distribution construction, proof satisfactory to the **CITY**, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION

PART 1--POLE UNITS

A pole unit consists of one pole in place. It does not include pole-top assembly unit or other parts attached to the pole. The first two digits indicate the length of the pole; the third digit shows the classification per ANSI (Example: 35-5 means a pole 35 feet long, Class 5.)

For Wood Poles: Species of Timber: _____

Kind of Preservative: (Check one)

1. Creosote _____; 2. Pentachlorophenol _____; 3. Copper Naphthenate _____;
4. Waterborne preservative - CCA _____ ACZA _____ ACA _____

Method of Treatment: (Check one)

1. Pressure _____; 2. Thermal Process _____

Pole Plan Under Which the Poles are to be Furnished: (Check one)

1. Insured Warranted _____; 2. Independently Inspected _____; 3. Quality Assured _____;
4. Either Insured Warranted, Independently Inspected, or Quality Assured _____ .

(Engineer to complete above)

PARTS A, B, C, D-- PRIMARY POLE TOP CONSTRUCTION ASSEMBLY UNITS

A pole top construction assembly unit generally consists of the insulator(s), crossarm(s), braces, and hardware, except tie wire, required to support the primary conductors, as indicated on the applicable RUS drawing. It does not include the pole.

PART E--GUYING CONSTRUCTION ASSEMBLY UNITS

A guying construction assembly unit generally consists of the guy wire, guy marker, guy strain insulator (where necessary), hardware, and jumpers, as indicated on the applicable RUS drawing.

PART F--ANCHOR CONSTRUCTION ASSEMBLY UNITS

An anchor construction assembly unit generally consists of the anchor with rod complete, ready for attaching the guy wire, as indicated on the applicable RUS drawing.

PART G--TRANSFORMER CONSTRUCTION ASSEMBLY UNITS

A transformer construction assembly unit generally consists of the transformer, its protective equipment, and its hardware and leads with their connectors and supporting insulators and pins, as indicated on the applicable RUS drawing. It does not include the pole top, secondary, service, or grounding assemblies.

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION (*Continued*)

PART H--GROUNDING CITEM ONSTRUCTION ASSEMBLY UNITS

A grounding construction assembly unit generally consists of the conductor, ground rod, connectors, hardware, and clamps, as indicated on the applicable RUS drawing.

PART J--SECONDARY CONSTRUCTION ASSEMBLY UNITS

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

PART K--SERVICE CONSTRUCTION ASSEMBLY UNITS

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

PART L--CONDUCTOR CONSTRUCTION ASSEMBLY UNITS

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

PART M--MISCELLANEOUS CONSTRUCTION ASSEMBLY UNITS

A miscellaneous assembly unit consists of an additional unit needed in the Project for new line construction but not otherwise listed in the Proposal. This part includes right-of-way clearing units.

RIGHT-OF-WAY CLEARING UNITS:

M1-10. The unit is 1,000 feet in length and 10 feet in width (to be measured on one side of the pole line) of actual clearing of right-of-way. This includes clearing of underbrush, tree removal, and such tree trimming as is

required so that the right-of-way, except for tree stumps which shall not exceed _____ feet in height, shall be clear from the ground up on one side of the line of poles carrying primary conductors of the width specified. This unit does not include clearing or trimming associated with secondaries or services which is included with conductor units. The segmental length of actual clearing shall be measured in a straight line parallel to the centerline of the line using the maximum dimension of foliage cleared and projected to the ground line. All trees and underbrush across this width of the right-of-way shall be considered to be grouped together as a single length in measuring the total length of clearing. Spaces along the right-of-way in which no trees are to be removed or trimmed or underbrush cleared shall be omitted from the total measurement. All length thus arrived

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION (*Continued*)

at, added together and divided by 1,000, shall give the number of 1,000-foot M1-10 units of clearing. This unit includes the removal or topping, at the option of the Bidder, of danger trees outside of the right-of-way when so designated by the Engineer. (Danger trees are defined as dead or leaning trees which, in falling, will affect the operation of the line.) The Bidder shall not remove or trim shade, fruit, or ornamental trees unless so directed by the Engineer.

M1-20. This unit is identical with M1-10 except that the width is 20 feet (to be measured 10 feet on each side of the pole line).

M1-30. This unit is identical with M1-10 except that the width is 30 feet (to be measured 15 feet on each side of the pole line).

M1-40. This unit is identical with M1-10 except that width is 40 feet (to be measured 20 feet on each side of the pole line).

MC1-10, MC1-20, MC1-30, MC1-40. These units are identical to the respective M1 units except that chemical treatment of stumps is required in addition to the clearing of underbrush, tree removal and tree trimming.

Additional Requirements. (When specifying M1 units denote type of disposal (A or B).)

A. Trees, brush, branches and refuse shall, without delay, be disposed of by one of the following methods as the Engineer will direct (Engineer to strike out methods not to be used):

1. Burned
 2. Piled on one side of right-of-way
 3. Roller chopped and left on right-of-way in such a manner as not to obstruct roads, ditches, drains, etc.
 4. Other (describe)
-

B. Trees that are felled shall be cut to commercial wood lengths, stacked neatly, and left on the right-of-way for the landowner. Commercial wood length means the length designated by the

Engineer but in no case shall it be required to be less than _____ feet. Brush, branches, and refuse shall, without delay, be disposed of by such of the following methods as the Engineer will direct (Engineer to strike out methods not to be used):

1. Burned
 2. Piled on one side of right-of-way
 3. Roller chopped and left on right-of-way in such a manner as not to obstruct roads, ditches, drains, etc.
 4. Other (describe)
-

PART N--NEUTRAL CONSTRUCTION ASSEMBLY UNITS

A neutral construction assembly unit generally consists of the insulator(s) and hardware needed to support the neutral conductor, as indicated on the applicable RUS drawing.

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION (*Continued*)

PART P--PROTECTION CONSTRUCTION ASSEMBLY UNITS

A protection construction assembly unit generally consists of surge arresters, hardware, jumpers, and other protective devices, as indicated on the applicable RUS drawing.

PART Q--METERING CONSTRUCTION ASSEMBLY UNITS

A metering construction assembly unit generally consists of the meter(s), current and potential transformer(s), surge arrester(s), cutout(s), switch(es), supports, hardware, jumpers, and wiring, as indicated on the applicable RUS drawing.

PART R--OIL CIRCUIT RECLOSER CONSTRUCTION ASSEMBLY UNITS

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

PART S--SECTIONALIZING CONSTRUCTION ASSEMBLY UNITS

A sectionalizing construction assembly unit generally consists of the cutout(s), switch(es), jumpers, connectors, and hardware, as indicated on the applicable RUS drawing.

PART Y--VOLTAGE ALTERATION CONSTRUCTION ASSEMBLY UNITS

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

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION (Continued)

PARTS UA, UB, UC—RISER POLE ASSEMBLY UNITS

Where riser units consist of or include a primary cable termination, the unit includes the preparation of the cable to accommodate the termination, the stress cone and the connection of the cable to the terminal equipment.

PART UD--UNDERGROUND CABLE CONSTRUCTION ASSEMBLY UNITS

An underground cable construction assembly unit consists of 1,000 feet of cable for underground primaries, secondaries or services. It does not include the conduit, plowing, trenching and backfilling, or the termination of the primary cable which are provided for in other assembly units. It includes the termination, connection and sealing of secondary and service cables and conductors as shown in the specifications and construction drawings, and all primary, secondary and service cable splices (buried cable may be spliced only when and where permitted by the **CITY**.) In computing the compensation to the Bidder for underground cable assembly units, only the distance between stakes, paralleling the cable shall be used. The number of units so computed will include all cable installed in place in all specified trenches, risers, conduits, crossings, manholes, transformers, terminal housings and meter boxes.** The conductor or cables listed are the manufacturer's designation of type, size, voltage rating, and material. The Bidder and the **CITY** shall jointly perform cable acceptance tests on installed cable in accordance with the

specifications using test equipment furnished by the _____. (Engineer to insert **CITY** or Bidder).

- _____ * Engineer check here if primary splices are permitted.
- X * Engineer check here if secondary and service splices are permitted.
- _____ ** Engineer check here if 12 feet of service conductor is to be left as a coil 3 feet from the building with ends capped instead of connection to meter box.

PART UF—FOUNDATION ASSEMBLY UNITS

Pad construction assembly units are in this part and include the site preparation, bedding, drainable material when specified, cable slot, backfilling, tamping and the pad in place.

PART UG--UNDERGROUND TRANSFORMER CONSTRUCTION ASSEMBLY UNITS

An underground transformer construction assembly unit consists of the transformer, its housing, safety signs, switches, over-current protective devices, grounding loop, and hardware and leads with their connectors and supporting insulators installed in place. This unit includes the cable terminations and surge arresters, but does not include, fault indicators, ground rods or trenching.

PART UH—GROUNDING ASSEMBLY UNITS

See RUS Bulletin 1728F-806 for grounding assemblies for cable, pad mounted transformers and enclosures.

PARTS UJ, UK--UNDERGROUND SECONDARY AND SERVICE CONSTRUCTION ASSEMBLY UNITS

An underground secondary and service construction assembly unit consists of one secondary or service cable terminal housing mounted in place. It includes the power pedestal, stake (when required), mounting hardware, safety signs, directional marker, housing identification marking and the cable identification tags. It does not include the cable terminations, ground rod, or pad.

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION (*Continued*)

PART UM--MISCELLANEOUS UNDERGROUND CONSTRUCTION ASSEMBLY UNITS

A miscellaneous underground construction assembly unit consists of an additional unit needed in the Project for new construction but not otherwise listed in the Proposal.

PART UO—OUTDOOR LIGHTING ASSEMBLY UNITS

See RUS Bulletin 1728F-806 for outdoor lighting installation guides.

PART UP—SYSTEM PROTECTION ASSEMBLY GUIDES

See RUS Bulletin 1728F-806 for system cable protection and interface products including arresters, anodes, riser shield, elbows, conduit risers and underground conduit.

PART UQ—METERING ASSEMBLY UNITS

See RUS Bulletin 1728F-806 for types of metering installations and products used.

PART UR—RECLOSER ASSEMBLY UNITS

See RUS Bulletin 1728F-806 for padmounted recloser units.

PART US—SECTIONALIZING ASSEMBLY UNITS

See RUS Bulletin 1728F-806 for system sectionalizing types and products.

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION (*Continued*)

PART UT--TRENCH ASSEMBLY UNITS

- UT 1-(D&W) Trenching Construction assembly Unit, Soil**--Consists of one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, to a specified depth (D) and width (W), in inches, including the excavation, and backfilling and compacting. This unit includes all material and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, watermains, pipes, pipelines and contents, under-ground power and telecommunications facilities, buried sewerage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable facilities installed in the trench or cable bedding construction assembly units, when required. NOTE: Where in the judgment of the **CITY** greater than normal difficulty will be involved in trenching because of the presence of underground facilities of other utilities, this unit will be suffixed by the letter "T". This will be applicable only in those areas predesignated by the **CITY** on the detail maps herein. Where more than one cable is to be installed in the trench, the regular UT 1 unit designation should be modified by a suffix corresponding to the construction drawing for the type of cable placement desired.
- UT 1-R (D&W) Trenching Construction assembly Unit, Rock**--Consists of one (1) lineal foot of trenching in rock, measured parallel to the surface of the ground, to specified depth (D) and width(W), in inches, including the excavation, and backfilling and compacting to place cable to the depth specified in the Specifications. This unit will be specified by the **CITY** only when field conditions at the site show the existence of rock at a depth preventing the placing of the cable in soil to the depths required in the Specifications. This unit includes all material and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, watermains, pipes, pipelines and contents, underground power and telecommunications facilities, buried sewerage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable facilities installed in the trench or cable bedding construction assembly units, when required.
- UT 2 (D&W) Trench with Concrete Encasement**—Consists of (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, to a specified depth (D) and width (W), in inches with concrete encasement as specified, including the excavation, and backfilling and compacting.
- UT 3 (D&W) Trench with Concrete Cap**-- Consists of (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, to a specified depth (D) and width (W), in inches, with concrete cap as specified, including the excavation, and backfilling and compacting.
- UT 4 (D) Directional Bore**-- Consists of one (1) lineal foot of boring, of the inside diameter, in inches, specified in the last digit of the construction assembly unit designation. This unit includes any necessary pits or excavation for the placement of cable or conduit using "trenchless" methods, measured parallel to the surface of the ground. The Contractor shall bore and pull back either cable(s) or schedule 40 flexible conduit(s). This unit includes all necessary excavation, boring, and the handling and pulling of the cable or conduit. This unit does not include cable which will be installed inside of conduit which will be paid as a separate conductor unit. The Contractor will install the cable or conduit at the depth specified. The Contractor shall be able to pump Dynablue or comparable product into the bored trench to aid in pulling the cable or conduit.
- This unit further includes all labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, watermains, pipes, pipelines and contents, underground power and telephone facilities, buried sewerage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units.

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION (*Continued*)

- UT 5-S(D) Plowing Construction assembly Unit, Soil**--Consists of one (1) lineal foot of plowing in soil, measured parallel to the surface of the ground, to a specified depth (D), in inches, including the compacting, except as specifically provided for in other units. This unit includes all material and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, watermains, pipes, pipelines and contents, underground power and telecommunications facilities, buried sewerage and drainage facilities, and any other property damaged during the plowing of the cable, except as specifically provided for in other units. This unit does not include underground cable facilities installed in the slot. NOTE: Where in the judgment of the **CITY** greater than normal difficulty will be involved in plowing because of the presence of underground facilities of other utilities, this unit will be suffixed by the letter "T". This will be applicable only in those areas predesignated by the **CITY** on the detail maps herein. All plowing outside of the predesignated area on the map, regardless of the difficulty in placement actually experienced, will be inventoried as the regular UT 5-S(D) units. If field conditions show the existence of rock to prevent the placing of the cable in soil to the depth required in the specifications, the **CITY** may specify UT 1-R units. Where more than one cable is to be installed in the slot, the UT 5-S unit designation should be modified by a suffix corresponding to the number of cables installed. Example: UT 5 S(D) 3c for 3 cables plowed at one time.
- UT CB Cable Bedding Construction assembly Unit**--Consists of one (1) lineal foot of a 2-inch bed of clean sand or soil placed in the trench under the cable to the width of the trench and a 4-inch layer of clean sand or soil backfill over the cable to the width of the trench. NOTE: The exact location and number of units shall be determined by the **CITY** after the trenches are open in those areas where rock or other conditions make special bedding necessary.
- UT () Pavement Construction assembly Unit, Asphalt**--Consists of the labor and material necessary to remove and restore one (1) lineal foot of asphalt pavement, measured along the route of the cable. All work shall be performed in accordance with the requirements of state or local authorities. Any trenching which may be necessary is included in this unit.
- UT () Pavement Construction assembly Unit, Concrete**--Consists of the labor and material necessary to remove and restore one (1) lineal foot of concrete pavement, measured along the route of the cable. All work shall be performed in accordance with the requirements of state or local authorities. Any trenching which may be necessary is included in this unit.
- UT () (dia.) Underground Pipe Crossing Construction assembly Unit**--Consists of one (1) lineal foot of steel pipe, of the inside diameter, in inches, specified in the last digit of the construction assembly unit designation, installed in place. This unit includes the pushing of pipe and any excavation, backfilling and tamping necessary for the installation of the pipe. The pipe will be installed at the depth specified by the **CITY**. Underground cable installed in the pipe is not included in this unit.
- UT () (dia.) Underground Nonpipe Crossing Construction assembly Unit**--Consists of the labor in providing a hole in soil one (1) foot in length of a diameter sufficient to accommodate the cable to be installed therein. the depth of the hole below the surface of the ground shall be specified by the **CITY**. This unit includes any excavation, backfilling and tamping necessary for the installation. This unit may be used where the permanent installation of a steel pipe under the UT () unit is not required. Underground cable installed in the hole is not included in this unit.

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - NEW CONSTRUCTION (Continued)

The following descriptions apply only to those units not sufficiently explicit:

| Unit | Description |
|-------------------|--|
| UC2 | 3-phase 200 amp riser using 3-phase Tee bracket |
| UC4 | 3-phase 600 amp riser using 3-phase Tee bracket |
| UC7.1 | 3-Phase 600 amp switches using 3-phase Tee bracket |
| UF1.PN | 1-phase padmount transformer pad |
| UF3.PME9 | Fiberglass ground sleeve for PME-9 |
| UG1.2.XXkVA | 1-phase radial feed padmount transformer - Size specified |
| UG1.3.XXkVA | 1-phase loop feed padmount transformer - Size specified |
| UH1.1 | Ground assembly with 1 rod - 1-phase |
| UH1.4 | Ground assembly with 4 rods - 3-phase |
| UM6.C2 | 200 amp insulated protective cap |
| UM6.EL2.1/0 | 200 amp elbows for 1/0 URD primary |
| UM6.EL6.500 | 600 amp Tee Body for 500 MCM URD primary |
| UM6.FI.VR | Fault indicator with Voltage Reset |
| UM6.IN22 | 200 amp feed through insert |
| UM6.PK2 | 200 amp stand off |
| UM6.PL6 | Insulating plug for Tee body |
| UM6.PL6.2 | 600 amp to 200 amp load break reducing tap plug |
| UP2.2 | 200 amp elbow arrestor |
| UP7.B1 | 1 conduit riser with standoff brackets |
| UP7.B3 | 3 conduit riser with standoff brackets |
| UP8.2 | 2" Conduit |
| US3.SF9 | PME-9 Switchgear 600 amp in & out, (2) 200 amp fused out deadfront |
| UT3.36.06 | Trench 36" deep by 6" wide with concrete cap |
| UT4 | Directional bore for specified quantity, size, and length of conduit |
| 15US3.PJ.2222 | 3-phase primary junction 4-way 200amp |
| 15US3.PJ.2222.BGT | 3-phase primary junction 4-way 200amp - Below grade traffic rated |

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS – LINE CHANGES

The general heading of Line Changes applies to the changing of existing lines or portion thereof from their existing phasing, wire size, and type to new phasing, wire size, and type and the removal of existing lines or portion thereof and replacing with new lines in close proximity thereto. In general line changes involve three types of construction assembly units as follows:

Part LCR: Removal construction assembly units;

Part LCN: New construction assembly units on existing lines or in replacing lines.

The construction assembly units that are included in Parts LCR, and LCN are defined by symbols and descriptions which follow together with the applicable descriptions included under New construction. Where the descriptions are not correct or sufficiently explicit, or when special units are not covered by Construction Drawings, descriptions have been provided by the Engineer in the respective parts.

Work included in these parts shall be performed under the schedule as set forth below:

SCHEDULE OF DEENERGIZATION OF EXISTING DISTRIBUTION LINES UNDER WHICH WORK UNDER PARTS LCR, AND LCN SHALL BE PERFORMED

| LINE SECTION (To be Designated by Point to Point Description on Detail Map) | Dates and Hours When Lines will be Deenergized to Permit Line Changes |
|---|---|
| | All work will be performed with the existing lines energized, both overhead and underground. |
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The Bidder will so plan and perform the work on the above lines such that it will be possible for the **CITY** to safely reenergize all lines involved at the expiration of the time limits set up in the above schedule to resume service to all consumers being served prior to deenergization. Prior to commencement of work each day on lines to be deenergized, the Bidder will notify the **CITY** in writing thereof, designating the lines to be deenergized and upon receipt of such notice, the **CITY** will deenergize such lines. Upon completion of work each day on such deenergized lines, the Bidder will notify the **CITY** thereof in writing or in such other manner as the circumstances permit designating the lines to be reenergized and stating that such lines may be safely reenergized and upon receipt of such notice, the **CITY** will reenergize such lines.

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS – LINE CHANGES *(Continued)*

Part LCR--REMOVAL CONSTRUCTION ASSEMBLY UNITS

Removal construction assembly units cover the furnishing of all labor for the removal of existing units of construction from existing lines, disassembling into material items, and all labor and transportation for the returning of all materials to the warehouse of the **CITY** in an orderly manner or transporting elsewhere to the site of the Project for reuse in the prosecution of this Contract as approved by the Engineer.

The Bidder will be charged by the **CITY** for the full value of all materials removed under this part at the value shown in Table C. Such charges will be placed against the Bidder as units are removed and the value will be deducted from the total value of installed construction assembly units for determination of the work accomplished for purposes of monthly progress payments to the Bidder.

Of the materials listed in Table C to be removed from existing lines, certain materials will be reused in the construction of the Project. Such materials to be reused are listed in Table C-1. Materials other than those listed in Table C-1 shall, if not damaged in handling, be returned to the **CITY** for full credit at the values shown in Table D. The Bidder will be allowed full credit for all material items, other than those listed in Table C-1, returned to the **CITY** which, in the opinion of the Engineer, were not damaged by the Bidder in removal and handling even though the materials may not be reusable for reasons of obsolescence or deterioration. Such credits shall be allowed the Bidder as materials are returned to the **CITY's** warehouse and shall be added to the total value of installed construction assembly units for determination of the work accomplished for purposes of monthly progress payments to the Bidder.

The unit removal prices shall include all material and labor required to reinstall in accordance with specifications any conductors temporarily detached. The Bidder will reinstall at the Bidder's own expense any other units removed by the Bidder for the Bidder's own convenience.

The removal units are specified by the prefix LCR and followed by the construction assembly unit designation of existing construction assembly unit to be removed. For example, an LCR A1.1 signifies the removal of an A1.1 construction assembly unit. The following special notes apply to specific removal units:

- a. **Poles.** All poles of the same height, regardless of pole class, are designated by the same unit. Thus an LCR 30-foot pole signifies the removal of a 30-foot pole of any class. The Bidder is not required under this unit to remove from the pole any ground wire or pole numbering attached to the pole. This unit includes the refilling and tamping of holes in a workmanlike manner unless they are to be reused.
- b. **Pole-Top Assemblies.** The unit of removal of pole-top assemblies includes, in addition to the removal of the construction assembly itself, any necessary handling, resagging, and retying of conductors in those cases where an existing pole-top construction assembly will be removed and replaced by a new pole-top construction assembly and where any existing conductor is to be reused.

The unit of removal of pole-top assemblies also includes any holding or handling of mainline or tap conductors at tap lines, angles, and deadends where such is involved, and reinstalling of such conductor in accordance with the specifications; for example, an LCR A5.4 will include the disconnection of the tap conductors, snubbing off the tap line at the nearest practical point and the reconnection and resagging of these tap conductors if necessary to the new tap construction assembly when installed. The new unit of construction, however, will be specified separately in Part LCN.

ITEM II

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS – LINE CHANGES (Continued)

Part LCR--REMOVAL CONSTRUCTION ASSEMBLY UNITS (Continued)

- c. **Conductor.** The conductor removal unit covers the removal of 1,000 feet of conductor or cable and reeling or coiling it in a workmanlike manner in such a way that it can be reused by the Bidder or the **CITY**. The **CITY** will furnish to the Bidder reels if it is to be returned to the **CITY**'s warehouse on reels. The Bidder will retain possession of all jumpers, tie wire, armor rods, connectors, and other conductor accessories removed. These items will not be returned to the **CITY**. The removal unit for each size of conductor or cable is shown by the prefix LCR followed by D and the conductor or cable type; thus an LCR D-6ACWC signifies the removal unit for 1,000 feet of 6A Copperweld-copper conductor.

- d. **Guys.** All guys regardless of length, type of attachment, or size of guy strand are specified by the same unit; thus an LCR E signifies the removal of any guy.

- e. **Anchors.** Only anchor rods are to be removed by the Bidder in anchor removal units. The anchor will be left in the ground; thus an LCR F signifies the removal of any anchor rod. If the rod cannot be unscrewed, the end of the rod shall either be cut off or bent down so that the top of the rod will be at least 18 inches below ground.

- f. **Transformers.** The unit for removal of transformer construction assembly units is divided into two parts, (1) Conventional Transformer Construction assembly, and (2) Self-Protected Transformer Construction assembly. Only one unit is specified for each type, and all sizes of transformers within each group will be covered by the same unit. "Self-protected" refers to transformers where all protective equipment is mounted on or within the transformer. "Conventional" refers to transformers where protective equipment is mounted separately from the transformer. The unit is designated by the prefix LCR followed by the description of the unit to be removed; thus LCR G Conventional signifies the removal of a conventional transformer construction assembly for any size transformer.

- g. **Secondary Units.** The unit for removal of secondary assemblies includes, in addition to the removal of the construction assembly itself, all necessary handling such as untying, resagging, and retying of secondary conductor or cables where existing secondary conductor or cable is to be reused.

 In addition, the unit for removal of the secondary construction assembly includes the handling or holding of any conductor at tap lines where such is involved, and the reinstalling of such tap conductor in accordance with the specifications.

- h. **Service Units.** The unit for removal of service assemblies includes, in addition to the removal of the construction assembly itself, all necessary handling such as untying, resagging, and retying of service conductor or cable where existing service conductor or cable is to be reused.

The following descriptions apply only to those removal units not sufficiently explicit:

| Unit | Description |
|------|-------------|
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ITEM III

**DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS
NEW UNDERGROUND CONSTRUCTION ASSEMBLY UNITS**

| MAGNOLIA AVE. URD PROJECT - PART 1 | | | | | | | |
|---|-----|--------------------|------------------------|-----|--|-------------------|-----------------------|
| Item # | | Unit Number | Number of Units | | Unit Description | Labor | |
| | | | | | | Unit Price | Extended Price |
| 1 | LCN | 15US3.PJ.2222.BGT | 1 | ea. | 3-phase primary junction 4-way 200amp - Below grade traffic rated | | |
| 2 | LCN | UC4 | 1 | ea. | 3-phase 600 amp riser using 3-phase Tee bracket | | |
| 3 | LCN | UC7.1 | 1 | ea. | 3-Phase 600 amp switches using 3-phase Tee bracket | | |
| 4 | LCN | UD#1/0 URD | 2,253 | ft. | 1/0 URD primary | | |
| 5 | LCN | UD#500 MCM URD | 1,665 | ft. | 500 MCM URD primary | | |
| 6 | LCN | UF1.PN | 7 | ea. | 1-phase padmount transformer pad | | |
| 7 | LCN | UF3.PME9 | 2 | ea. | Fiberglass ground sleeve for PME-9 | | |
| 8 | LCN | UG1.2.50 | 3 | ea. | 1-phase radial feed padmount transformer - Size specified | | |
| 9 | LCN | UG1.3.50 | 4 | ea. | 1-phase loop feed padmount transformer - Size specified | | |
| 10 | LCN | UH1.1 | 7 | ea. | Ground assembly with 1 rod - 1-phase | | |
| 11 | LCN | UH1.4 | 3 | ea. | Ground assembly with 4 rods - 3-phase | | |
| 12 | LCN | UM6.C2 | 8 | ea. | 200 amp insulated protective cap | | |
| 13 | LCN | UM6.EL2.1/0 | 36 | ea. | 200 amp elbows for 1/0 URD primary | | |
| 14 | LCN | UM6.EL6.500 | 9 | ea. | 600 amp Tee Body for 500 MCM URD primary | | |
| 15 | LCN | UM6.FI.VR | 16 | ea. | Fault indicator with Voltage Reset | | |
| 16 | LCN | UM6.IN22 | 4 | ea. | 200 amp feed through insert | | |
| 17 | LCN | UM6.JN222 | 3 | ea. | 200 amp 3 point termination, load break | | |
| 18 | LCN | UM6.PK2 | 4 | ea. | 200 amp stand off | | |
| 19 | LCN | UM6.PL6 | 6 | ea. | Insulating plug for Tee body | | |
| 20 | LCN | UM6.PL6.2 | 3 | ea. | 600 amp to 200 amp load break reducing tap plug | | |
| 21 | LCN | UP2.2 | 6 | ea. | 200 amp elbow arrestor | | |
| 22 | LCN | UP7.B3 | 1 | ea. | 3 conduit riser with standoff brackets | | |
| 23 | LCN | UP8.2 | 3,963 | ft. | 2" Conduit | | |
| 24 | LCN | US3.SF9 | 2 | ea. | PME-9 Switchgear 600 amp in & out, (2) 200 amp fused out deadfront | | |
| 25 | LCN | UT3.36.06 | 15 | ft. | Trench 36" deep by 6" wide with concrete cap | | |

ITEM III

**DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS
NEW UNDERGROUND CONSTRUCTION ASSEMBLY UNITS**

| MAGNOLIA AVE. URD PROJECT - PART 1 | | | | | | | | |
|---|-----|---------------------------|------------------------|-----|--|-------------------|-----------------------|--|
| Item # | | Unit Number | Number of Units | | Unit Description | Labor | | |
| | | | | | | Unit Price | Extended Price | |
| 26 | LCN | UT4 (1-2") | 732 | ft. | Directional bore and pull back for specified quantity, size, and length of conduit | | | |
| 27 | LCN | UT4 (3-2") | 1,047 | ft. | Directional bore and pull back for specified quantity, size, and length of conduit | | | |
| 28 | LCN | SET-UP FOR BORE | 1 | ea. | Set up boring machine if trailered for move | | | |
| 29 | LCN | 3" pvc conduit for risers | 300 | ft. | Conduit for risers | | | |
| 30 | | CREW STANDY | 20 | hr. | Crew unable to work at request of City. Must be pre-approved by City. | | | |
| 31 | | SWG REMOBILIZATION | 1 | ea. | If requied, Remobilization to return to install switchgear. | | | |
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| TOTAL INSTALL UNITS | | | | | | | | |

ITEM III

**DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS- LINE CHANGES
PART LCR - REMOVAL CONSTRUCTION ASSEMBLY UNITS**

| MAGNOLIA AVE. URD PROJECT - PART 1 | | | | | | | |
|---|-----|--------------------|------------------------|-----|---|-------------------|-----------------------|
| Item No. | | Unit Number | Number of Units | | Unit Description | Labor | |
| | | | | | | Unit Price | Extended Price |
| 1 | LCR | 15US3.PJ.2222 | 1 | ea. | 3-phase primary junction 4-way 200amp - Below grade traffic rated | | |
| 2 | LCR | A1.01 | 1 | ea. | Pole top pin and insulator | | |
| 3 | LCR | A1.011 | 2 | ea. | Drop crossarm pin and insulator | | |
| 4 | LCR | A6.21 | 1 | ea. | 1-phase double deadend on 8' crossarms | | |
| 5 | LCR | B5.21 | 1 | ea. | V-phase single deadend on (2) 8' crossarms | | |
| 6 | LCR | C1.11 | 1 | ea. | 3-phase tangent single support on 8' crossarm | | |
| 7 | LCR | C1.11F | 2 | ea. | 3-phase tangent single support on fiberglass crossarm | | |
| 8 | LCR | C5.71L | 1 | ea. | 3-phase single deadend on crossarm assembly | | |
| 9 | LCR | C6.21 | 1 | ea. | 3-phase double deadend on (2) 8' crossarms | | |
| 10 | LCR | G1.4-100 | 1 | ea. | 1-phase conventional transformer | | |
| 11 | LCR | G1.4-25 | 1 | ea. | 1-phase conventional transformer | | |
| 12 | LCR | G1.4-37.5 | 1 | ea. | 1-phase conventional transformer | | |
| 13 | LCR | G1.4-50 | 1 | ea. | 1-phase conventional transformer | | |
| 14 | LCR | L#2 ACSR | 180 | ft. | #2 ACSR conductor (overhead) | | |
| 15 | LCR | L#6 CU | 2,280 | ft. | #6 hard drawn copper conductor (overhead) | | |
| 16 | LCR | METER LOOP | 2 | ea. | Meter loop | | |
| 17 | LCR | S1.3 | 1 | ea. | Three 1-phase cutouts mounted on the crossarm. | | |
| 18 | LCR | UC4 | 1 | ea. | 3-phase 600 amp riser using 3-phase Tee bracket | | |
| 19 | LCR | UM6.EL2.1/0 | 21 | ea. | 200 amp elbows for 1/0 URD primary | | |
| 20 | LCR | UP7.B1 | 1 | ea. | 1 conduit riser with standoff brackets | | |
| | | | | | | | |
| | | | | | TOTAL REMOVAL UNITS | | |

ITEM III
MAGNOLIA AVE URD PROJECT - PART 1
PROPOSAL SUMMARY

| | | |
|--|-----------|--|
| NEW UG CONSTRUCTION UNITS ----- | \$ | |
| PART LCR -- REMOVALS ----- | \$ | |
| TOTAL PROPOSAL ----- | \$ | |

Company Name

Signature of Authorized Representative

Print Name and Title

Date

ATTEST:
NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF _____ }

COUNTY OF _____ }

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

_____ respectively of _____
Title Company Name

Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day,
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 _____, 202____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

**ITEM IV
CONTRACTOR INFORMATION**

This Section must be printed, completed, and turned in with your bid response to

Business Organization

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

Doing-Business-As Name of CONTRACTOR:

Principal Office Address:

Telephone Number: _____ Fax Number: _____

Email Address: _____

Website: _____

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

Corporation _____ Individual _____

Partnership _____ Joint Venture _____

Other (describe): _____

Corporate 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 Contract recorded? Yes _____ No _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

END OF CONTRACTOR INFORMATION SECTION

3.07 **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.

3.08 **Certificate 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

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above designated policies, specimen copies of which have been filed with the **CITY**, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said **CITY**, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said **CITY** to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said **CITY** to which the policy applies.
3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said **CITY** which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the **CITY** at the same time that notice thereof is given to the insured.
4. That it will mail to the City Council of the **CITY** of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the **CITY**.

END OF INSURANCE REQUIREMENTS

ITEM VI



City of Fairhope
CONTRACT

This **CONTRACT** is made this _____ day of _____, 202___, by and between the City of Fairhope (hereinafter referred to as the "**OWNER**") and _____ (hereinafter referred to as the "**CONTRACTOR**"), for

Bid Number/Name

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

1. The **CONTRACT** consists of all the items contained within this **CONTRACT**, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the **WORK**.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within number (DAYS) days of the date specified in the *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 (DAYS) consecutive 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 (DOLLARS) per working day.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____ DOLLARS (\$ _____). This represents a **PER UNIT PRICE** payment for performance of the **WORK**, which partial payments shall be issued monthly on the basis of construction accomplished during the preceding calendar month and the **OWNER** has inspected the **WORK**. The **OWNER**, at its discretion, may hold back 10% retainage until after final inspection and clean-up of the **WORK**.
5. **General Conditions**
 - a. **Indemnity:** The **CONTRACTOR** hereby agrees to indemnify and save harmless the **OWNER**, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this **CONTRACT**, to the extent caused by a negligent act or omission of the **CONTRACTOR**, their agents, servants, employees, **SUB-CONTRACTORS**, or others associated with the **CONTRACTOR**. The **CONTRACTOR** shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the **CONTRACTOR**.
 - b. **Notification and Accident Reports:** In the event of accidents of any kind, the **CONTRACTOR** shall notify the **OWNER** immediately and furnish, without delay, copies of all such accident reports to

the **OWNER**. If in the performance of their Work, the **CONTRACTOR** fails to immediately report an accident to the **OWNER**, of which the **CONTRACTOR** has knowledge of and which results in a fine levied against the **OWNER** then the **CONTRACTOR** shall be responsible for all fines levied against the **OWNER**.

6. Termination of Agreement

- a. Termination for Default: Performance of Work under this Agreement may be terminated by the **OWNER**, in whole or in part, in writing, whenever the **OWNER** determines that the **CONTRACTOR** has failed to meet the requirements of this Agreement.
 - i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
 - ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.
 - iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.
- b. Termination for Convenience: The **OWNER** has the absolute right to terminate the Agreement upon "Award of Contract" another **CONTRACTOR**, to perform work referenced herein. In such event, payment of the monthly contract fee shall cease on the date of cancellation of the **CONTRACT** by the **OWNER**.

7. Warranty

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

8. Time of Completion

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

prevent or hinder the performance of the OWNER'S or CONTRACTOR'S contractual obligations, respectively. Any such causes of delay, even though existing on the date of the CONTRACT, or on the day of the start of Work, shall extend the time of the OWNER'S or CONTRACTOR'S performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the OWNER may, at their discretion, cancel this CONTRACT for their own convenience.

9. Insurance Requirements

See **ATTACHMENT B**

10. Acceptance of Work

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

11. Correction of Work

The CONTRACTOR shall promptly correct all Work rejected by the OWNER as faulty, defective or failing to conform to the CONTRACT, whether observed before or after completion of the Work. The CONTRACTOR shall bear all costs of correcting such rejected Work.

12. Right to Audit

The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

13. CONTRACT Rights and Remedies

The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

14. Time is of the Essence

The Owner and CONTRACTOR agree that time is of the essence in the performance of Work called for under this CONTRACT. The CONTRACTOR agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

15. Safety Measures

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

16. Extra Work and Associated Costs

- a. Changes in the Work: The OWNER, without invalidating the CONTRACT, may order changes in the Work within the general scope of this CONTRACT, consisting of additions, deletions, or other revision, the CONTRACT price and time for execution of the Work being adjusted accordingly.
- b. All such changes in the Work shall be authorized by a written Amendment to the CONTRACT or a separate Change Order and shall be executed under the applicable conditions of the CONTRACT.

17. Familiarity with the Work

The CONTRACTOR, by executing this CONTRACT, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The OWNER will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the CONTRACT by the CONTRACTOR serves as his stated commitment to fulfill all requirements and conditions referred to in this CONTRACT.

18. Scope of Work

See **ATTACHMENT B**

19. Contractor Liability

Nothing in this CONTRACT shall be construed to mean that the CONTRACTOR assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the CONTRACTOR or its agents, servants, employees, and subcontractors.

20. Miscellaneous Provisions

- a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the OWNER.
- b. The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The OWNER may assign the CONTRACT, or sublet it as a whole, without the consent of the CONTRACTOR.
- c. No waiver, alteration, consent, or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.
- d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this CONTRACT.
- e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the OWNER or remove to a waste site as directed by the OWNER. If the CONTRACTOR fails to clean up the Work site, the OWNER will complete the task and charge the CONTRACTOR for such services.
- f. This CONTRACT is considered a non-exclusive Agreement between the parties.
- g. This CONTRACT is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the CONTRACT shall be heard in the Courts of Baldwin County, Alabama.

- i. This CONTRACT contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.
- j. This CONTRACT shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:

**By signing this Contract, _____ represents and agrees

 COMPANY NAME
 that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing
 business with a jurisdiction with which the State of Alabama can enjoy open trade**

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

THE CITY OF FAIRHOPE, ALABAMA

Sherry Sullivan, Mayor

ATTEST:

Lisa A. Hanks, MMC, City Clerk

NOTARY FOR OWNER (CITY OF FAIRHOPE)

STATE OF ALABAMA _____ }
 COUNTY OF BALDWIN _____ }

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

Given under my hand and Notary Seal on this _____ day of _____, 202__.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

IF INDIVIDUAL OR PARTNERSHIP

Individual or Partnership

Print Name of Partner

Print Name of Representative Authorized to Sign
Contracts for the firm

Print Name of Partner

Signature of Representative Authorized to Sign
Contracts for the firm

Print Name of Partner

Address

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

IF CORPORATION OR LLC

Company

State of Incorporation

Company Representative

Print Name of Representative Authorized to Sign
Contracts for the firm

Signature of Representative Authorized to Sign
Contracts for the firm

(CONTINUED)

Address

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF _____ }
COUNTY OF _____ }

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

_____ respectively of _____
Title Company Name

Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day, 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 _____, 202__.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____



ITEM VII

CITY OF FAIRHOPE

STANDARD TERMS AND CONDITIONS

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. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

4. ADDITIONAL ORDERS

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

5. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

7. ASSURANCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or Federal government.

8. AWARD CONSIDERATION

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

9. AWARD OR REJECTION OF BIDS

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

10. BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

11. BID AND PERFORMANCE SECURITY

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, AL. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

12. BRAND NAMES

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

13. BUSINESS LICENSE

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

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

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

15. CERTIFICATION PURSUANT TO ACT NO. 2006-557

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

Office of the Secretary of State

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

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

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

16. COST OF REMEDYING DEFECTS

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

17. DELIVERY OF BID

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

18. DELIVERY

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

19. ENVIRONMENTAL REQUIREMENTS

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

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

20. EQUIPMENT DEMONSTRATION

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

21. EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc., or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

22. ERRORS IN BID

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

23. FORCE MAJEURE

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

24. HAZARDOUS AND TOXIC SUBSTANCES

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

25. INDEMNITY

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

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

37. NON-EXCLUSIVE

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

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

39. PACKAGING

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

40. PATENTS

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

41. PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable Contract / Agreement / 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.

49. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. TABULATION

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

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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 VIII
CITY OF FAIRHOPE
SPECIAL ELECTRICAL CONDITIONS AND INSTRUCTIONS
UNDERGROUND (URD) CONSTRUCTION

GENERAL

1. The Contractor will exercise all standard safety practices associated with the utility industry to insure the protection of his employees, the general public, and The City of Fairhope ("City") employees and facilities. The City reserves the right to request additional safety equipment/personnel on a project site should it be necessary as determined by the City. In addition to the other safety provisions required in the Contract, the Contractor shall comply with OSHA REGULATION 1910.269 and 1926 Subpart Subpart V Electric Power Transmission and Distribution, work rules of the NESC, and any applicable standards.
2. The contractor shall coordinate through the UPC center for locates of telephone, CATV, water, sewer, and any other buried utility facilities. The City of Fairhope will be responsible for the location of the City's buried power (URD) facilities only. The Contractor shall notify the City's Representative at least three (3) days prior to the Contractor's excavation for location services.
3. It will be the sole responsibility of the Contractor to verify and coordinate the location of any and all facilities both publicly and privately owned (i.e. other utilities including those belonging to the City) in or near the work area. The Contractor shall abide by the Alabama 811 Underground Damage Prevention Law. Public utility telephone numbers and a centralized "Alabama 811" number will be available from the City. All liability for damages to facilities in or near work area will be the sole responsibility of the Contractor. If an ALDOT permit is required, the Contractor will be responsible to notify the Alabama Department of Transportation (D.O.T.) after the permit is provided by the City prior to beginning work.
4. The Contractor must have radio or cellular communication with the City in all vehicles at all times. The City will provide the prescribed frequencies on which all radios must operate.
5. The Contractor shall pick up and return furnished materials at the City's warehouse during normal business hours. The Contractor shall sign for all materials issued by the City. All materials and equipment not used shall be returned to the City.
6. The Contractor agrees to accept all equipment and structures belonging to the City as found and will make its own inspection for the purposes of determining the hazards incident to working thereon and thereabout and will adopt suitable precautions and methods for the protection and safety of its employees.
7. If an outage occurs while the Contractor is working on a line, the Contractor shall coordinate with the City and have approval from the City before the line is re-energized.
8. The Contractor shall not place any trash, scrap, or other foreign material in any work-related excavation.

UNDERGROUND CONSTRUCTION

9. All construction shall be in accordance with RUS *Specifications and Drawings for Underground Electric Distribution* (RUS Bulletin 1728F-806, October 2018).

ITEM VIII
CITY OF FAIRHOPE
SPECIAL ELECTRICAL CONDITIONS AND INSTRUCTIONS
UNDERGROUND (URD) CONSTRUCTION

10. All underground cables at riser poles shall be clearly and permanently marked with the following information: phase, circuit, location of preceding termination or splice, locations of succeeding termination or splice. This identification tag shall be of the permanent type.
11. The Contractor shall not cause underground cable to exceed its minimum bending radius at any time during installation or handling of the cable. Bending radius equals 12 times the overall diameter of the cable.
12. Pulling tension shall not exceed .006 times the circular mill area of the underground cable. Side wall bearing pressure shall not exceed 1,000 lbs for three-phase pulls and 500 lbs for single-phase pulls. The Contractor shall use the proper type and amount of lubricant for cable pulling needed to maintain a low coefficient of friction.
13. Pulling eyes shall be used to pull all cables greater than 2/0 URD.
14. Cable marking tape will be installed in all primary and secondary trenches.
15. Visible safety barriers shall be installed around all trenches or excavation sites, which remain open at the end of a workday.
16. The removal and reinstallation of silt fences and other erosion control obstacles will be considered a part of the trenching unit. No additional erosion control units will be approved.
17. The Contractor is responsible for compacting any excavated areas, repairing roads, and replacing sidewalks/driveways, etc. If unacceptable settlement occurs, the Contractor is responsible for repairs for the warranty period set forth in the contract.
18. Secondary pedestals include installation of the secondary blocks and connection of all applicable conductors.
19. Primary risers: Primary risers shall be installed the same day as the installation of the cable. No URD cable shall be left exposed and lying on the ground. Conduit will be used on the riser(s).
20. All ends of primary or secondary cable not installed in a terminator, elbow, feed-through or other device shall be sealed against water entry or wicking.

ITEM IX

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 a CONTRACT to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general CONTRACTOR, SUB-CONTRACTOR, independent CONTRACTOR, CONTRACT employee, project manager, or a recruiting or staffing entity.

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

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

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

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental

entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUB-CONTRACTOR. 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 CONTRACTS 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 CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom."

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

4.0 CONTRACTs Involving Business Entity, or Employer

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

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

5.0 CONTRACTS Involving Subcontracting

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

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

END OF ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

**ITEM X
BID BOND INFORMATION**

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 a cashier's check payable to The City of Fairhope. All bonds and/or cashier's check will be made payable to the City of Fairhope for an amount not less than five (5) percent of the City's or its engineers or architects estimated cost of the Project or of the total bid in the proposal, but in no event more than \$10,000.00.

Return of Bid Bonds: All bid bonds, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated and the relation of the bids established. The bid bonds of the three lowest bidders may be retained and if so, will be returned as soon as the contract bonds and the contract documents of the successful bidder have been approved and properly executed.

In the event it is necessary to defer a contract award for longer than fifteen (15) days, after opening of bids, then all bid bonds, except that of the potential successful bidders will be returned.

Award of the contract will be made within the time specified after the opening of bids. In the event no award is made within such time, all bids may be rejected, and all bonds returned.

Provided; however, the potentially successful bidder may enter into a written agreement with the City for an extension of time for consideration of its bid, in which case, the bidder's bond shall remain in full force and effect, or the City may permit said bidder to substitute a satisfactory surety for the cashier's check if submitted as a guaranty to the bid bond.

Forfeiture of Bid Bonds: Should the successful bidder or bidders to whom a contract is awarded fail to execute a contract(s) and furnish acceptable contract securities and evidence of insurance, as required, within thirty (30) days after the prescribed forms have been presented to him/her, the City may retain from the proposal guaranty, if it is a cashier's check or recovered from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded, and the amount of the proposals of the new lowest bidder. If no other bids are received, the full amount of the proposal guaranty may be so retained and recovered as liquidated damages for such default. Any sum so retained or recovered shall be the property of the awarding authority.

END OF BID BOND INFORMATION

ITEM X
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 name as it appears in the Bid Documents)

PROJECT NO.
PROJECT NAME:

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 (\$10,000.00).

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 Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or 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 _____, 202_____.

(Principal (Company))
By _____

Print Name and Title

SURETY
ATTEST

By _____
Surety Company

Print Name and Title

CORPORATION

Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: _____

email _____ phone _____

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

(Position or Title)

(General Contractor's License Number)
vendors)

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

Attest:

(Secretary)

(Name of State under the laws of which incorporated)

(Name of Surety)

BY: _____
(Attorney in Fact)

**ITEM XI
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 (\$_____), 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. and Title**, 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 _____, 202____.

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) (Attorney in Fact)

**ITEM XII
LABOR AND MATERIAL BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the "Contractor") of _____ as principal and _____ (hereinafter called the "Surety"), as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the City of Fairhope, Alabama, (hereinafter called the "**City**"), a municipal corporation, existing under and by virtue of the Laws of the State of Alabama, for the use and benefit of those entitled thereto, in the penal sum of _____ (\$ _____) for the payment of which well and truly to be made in lawful money of the United States, we do hereby bind ourselves, or successors, assigns and personal representatives, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the **City** has entered into a certain written contract with said Contractor for **BID No. and Title**, in accordance with contract documents heretofore on file in the Office of the **City of Fairhope** at the price of, to-wit: _____ (\$ _____) as more fully appears in said written Contract bearing date of _____, 2023, which Contract is hereby referred to and made a part hereof to the same extent as if set out herein in full.

NOW, THEREFORE, if said Principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment to all persons supplying him or them with labor, foodstuffs, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, it shall 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, foodstuffs, or supplies for or in the prosecution of the work provided for in said contract, payment for which has not been made, shall have a direct right of action in his or their name or names 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 and in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) In addition to any other legal mode of service, service of summons and other process in suits on this bond brought in Baldwin County may be had on the Principal or the Surety in accordance with Title 27, Chapter 3, Section 24 of the Ala. Code (1975) by serving a copy of the summons and complaint or other pleading or process, with the Commissioner of Insurance of the State of Alabama or his/ her designee and the Principal and Surety agree to be bound by such mode of service above described and consents that such service shall be the same as personal service on the Principal or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

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

(e) This bond is given pursuant to the terms of Title 39, Chapter 1, Section 1 of the Ala. Code (1975), and all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the ____ day of _____, 2023.

Principal

By: _____

Title

Surety

Address

Resident Agent of Surety

ATTEST:

By: _____

Title

ITEM XIII



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

COF PROJECT NO: _____

COF PROJECT NAME: _____

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 _____, 202____.

IN WITNESS WHEREOF

The Surety Company has hereunto set its hand this ____ day of _____, 202____.

ATTEST
(Seal)

Surety Company

Signature of Authorized Representative

Title



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

COF PROJECT NO: _____

COF PROJECT NAME: _____

OWNER: **City of Fairhope
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 _____, 202___.

NOTARY PUBLIC

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:

COF PROJECT NO: _____

COF PROJECT NAME: _____

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, 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 _____, 202__.

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 _____, 202__.

NOTARY PUBLIC

My Commission Expires: ___/___/___



**CITY OF FAIRHOPE
NOTICE OF COMPLETION LEGAL NOTICE**

Bid Number: _____

Bid Name: _____

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, for contracts over \$50,000 and less than \$500,000, Notice is hereby given that

_____, CONTRACTOR, has completed the Contract for the above referenced bid for the City of Fairhope, Alabama, OWNER, and has made request for final settlement of said Contract. Any claims for labor, materials or otherwise in connection with this project should be itemized, notarized, and presented to:

OWNER:

**CITY OF FAIRHOPE
555 South Section Street
P.O. Drawer 429
Fairhope, AL 36533**

On or before (30 days) or same will be barred.

Contractor:

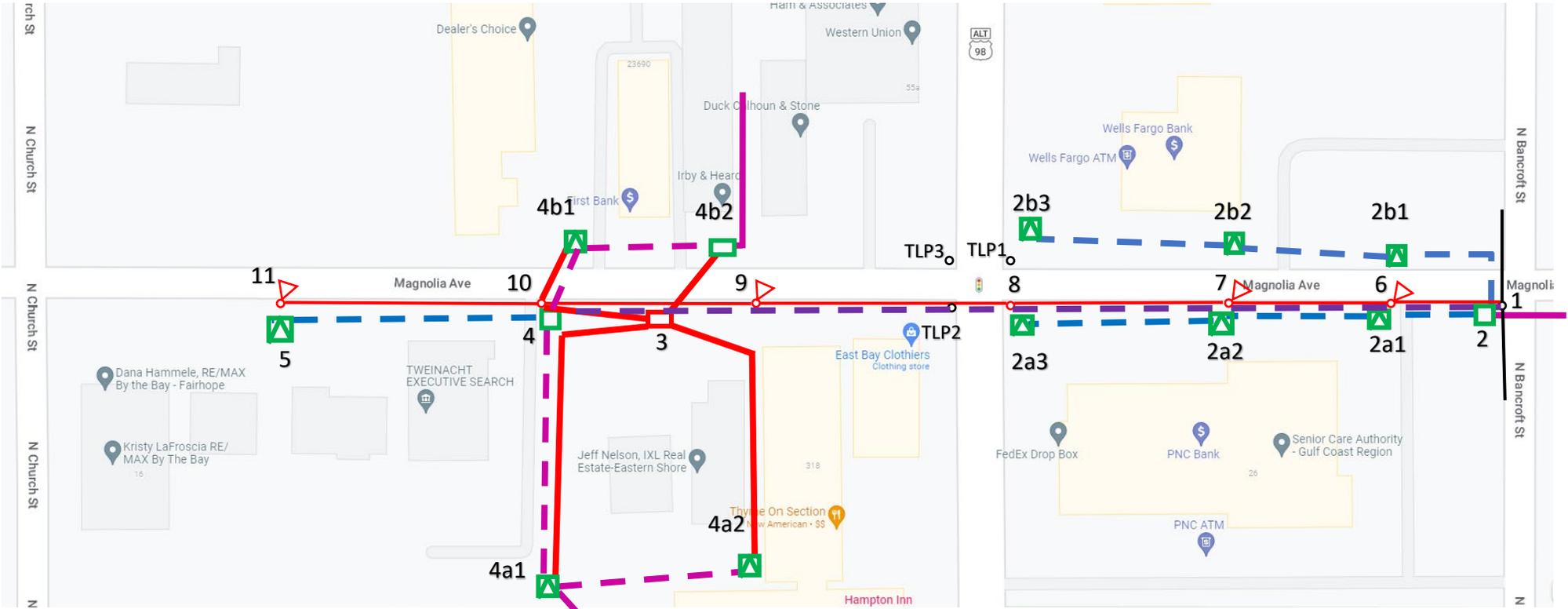
Dates ad was run (one time): _____

Newspapers in which ad run (dates): _____

Contractor to provide Proof of Publication of the Notice of Completion to the City by affidavit of the publisher and a printed copy of the notice published.

Fairhope Public Utilities

Magnolia Ave. URD Project - Part 1 Layout



Legend

Existing

- Pole
- OH Conductor
- 200 amp URD Cable

New

- 600 amp 3-Phase URD Cable and Conduit
- 200 amp 3-Phase URD Cable and Conduit
- 200 amp 1-Phase URD Cable and Conduit

Retirement

- Pole
- Primary URD Cable/OH Conductor
- △ OH Transformer

- ⊠ UG Transformer
- ⊠ Junction Cabinet (Surface or Above Ground)
- ⊠ Switchgear

Fairhope Public Utilities

Magnolia Ave. URD Project - Part 1 Layout



Legend

Existing

- Pole
- OH Conductor
- 200 amp URD Cable

New

- 600 amp 3-Phase URD Cable and Conduit
- 200 amp 3-Phase URD Cable and Conduit
- 200 amp 1-Phase URD Cable and Conduit

Retirement

- Pole
- Primary URD Cable/OH Conductor
- △ OH Transformer

- ⊠ UG Transformer
- ⊠ Junction Cabinet (Surface or Above Ground)
- ⊠ Switchgear

LCR = REMOVE
LCN = INSTALL

STAKING SHEET

Released for Construction
By: _ Date:

Fairhope Public Utilities

Work Order No.
Work Plan No.
Staking Job No. 01807-001

| Pole No. | LCR / LCN | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|-----------|-------------|---|--|--|-------------|--------|-----|--------|----------------------|------|------|---------------|--|
| | | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 1 | LCR | | UC4 C5.71L UP7.B1 | | | | | | | | | | | 200A Route existing cable to Loc 2 |
| | LCN | | UC4 UC7.1 UP7.B3 | | | | | | | | | | | 600A 600A |
| 2 | LCR | | | | | | | | | | | | | |
| | LCN | | US3.SF9 UF3.PME9 (5) UM6.EL2.1/0 (6) UM6.EL6.500 (4) UM6.PK2 (5) UM6.C2 (3) UM6.FI.VR UH1.4 (6) UM6.PL6 (3) UP8.2 UT3.36.06 | 15 15 15 | (190) 500 MCM URD (115) 2" Conduit (20) (3) 2" Conduit | | | | | | | | | Route existing cable from Loc 1 |
| 2a1 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UM6.FI.VR UH1.1 UP8.2 UT4 | 38 38 | (50) 1/0 URD (45) 2" Conduit (40) (1) 2" Conduit | UG1.3.50kVA | | | | | | | | Need Conduit and Secondary/ST Light |

PRELIMINARY
NOT FOR CONSTRUCTION

LCR = REMOVE
LCN = INSTALL

STAKING SHEET

Released for Construction
By: _ Date:

Fairhope Public Utilities

Work Order No.
Work Plan No.
Staking Job No. 01807-001

| Pole No. | LCR / LCN | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|-----------|-------------|--|----------------|---|-------------|--------|-----|--------|----------------------|------|------|---------------|--|
| | | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 2a2 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UM6.FI.VR UH1.1 UP8.2 UT4 | 88 88 | (100) 1/0 URD (95) 2" Conduit (90) (1) 2" Conduit | UG1.3.50kVA | | | | | | | | Need Conduit and Secondary/ST Light |
| 2a3 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UH1.1 UP8.2 UT4 | 110 110 | (125) 1/0 URD (120) 2" Conduit (115) (1) 2" Conduit | UG1.2.50kVA | | | | | | | | Need Conduit and Secondary/ST Light |
| 2b1 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UM6.FI.VR UH1.1 UP8.2 UT4 | 120 120 | (135) 1/0 URD (130) 2" Conduit (125) (1) 2" Conduit | UG1.3.50kVA | | | | | | | | Need Conduit and Secondary/ST Light |
| 2b2 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UM6.FI.VR UH1.1 UP8.2 UT4 | 92 92 | (105) 1/0 URD (100) 2" Conduit (95) (1) 2" Conduit | UG1.3.50kVA | | | | | | | | Need Conduit and Secondary/ST Light |

PRELIMINARY
NOT FOR CONSTRUCTION

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LCN = INSTALL

STAKING SHEET

Released for Construction
By: _ Date:

Fairhope Public Utilities

Work Order No.
Work Plan No.
Staking Job No. 01807-001

| Pole No. | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|----------------|--|----------------|---|-------------|--------|-----|--------|----------------------|------|------|---------------|---|
| | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 2b3 | LCR | | | | | | | | | | | | |
| | LCN | UF1.PN UH1.1 UP8.2 UT4 | 104 104 | (115) 1/0 URD (110) 2" Conduit (105) (1) 2" Conduit | UG1.2.50kVA | | | | | | | | |
| 3 | LCR | 15US3.PJ.2222 (12) UM6.EL2.1/0 | | 1/0 URD | | | | | | | | | Conductor and Span Length Unknown Abandon conduit in place |
| | LCN | | | | | | | | | | | | |
| 4 | LCR | | | | | | | | | | | | |
| | LCN | US3.SF9 UF3.PME9 (7) UM6.EL2.1/0 UM6.IN22 (3) UM6.EL6.500 (3) UM6.PL6.2 (3) UP2.2 UH1.4 UP8.2 UT4 | 540 540 | (1710) 500 MCM URD (1650) 2" Conduit (545) (3) 2" Conduit | | | | | | | | | Feedthru to Location 5 Insert for LAs on 600A Side |

PRELIMINARY
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STAKING SHEET

Released for Construction
By: _ Date:

Fairhope Public Utilities

Work Order No.
Work Plan No.
Staking Job No. 01807-001

| Pole No. | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|----------------|----------|------|---|-------------|--------|-----|--------|----------------------|------|------|---------------|--|
| | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 4a1 | LCR | | | (3) UM6.EL2.1/0 | | | | | | | | | Conductor and Span Length Unknown |
| | LCN | | 142 | (6) UM6.EL2.1/0 (3) UM6.IN22 (3) UM6.FI.VR UP8.2 UT4 | Exist | | | | | | | | Need Conduit |
| 4a2 | LCR | | | (3) UM6.EL2.1/0 | | | | | | | | | Conductor and Span Length Unknown |
| | LCN | | 155 | (3) UM6.EL2.1/0 (3) UP2.2 UP8.2 UT4 | Exist | | | | | | | | Need Conduit |
| 4b1 | LCR | | | (3) UM6.EL2.1/0 | | | | | | | | | Conductor and Span Length Unknown |
| | LCN | | 105 | (6) UM6.EL2.1/0 (3) UM6.FI.VR UP8.2 UT4 | Exist | | | | | | | | Need Conduit |
| 4b2 | LCR | | | | | | | | | | | | Conductor and Span Length Unknown |
| | LCN | | 105 | 15US3.PJ.2222.BGT (3) UM6.JN222 (9) UM6.EL2.1/0 (3) UM6.C2 (3) UM6.FI.VR UH1.4 UP8.2 UT4 | | | | | | | | | Route existing 3-ph URD from Loc 3 into new JC |

PRELIMINARY
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STAKING SHEET

Released for Construction
By: _ Date:

Fairhope Public Utilities

Work Order No.
Work Plan No.
Staking Job No. 01807-001

| Pole No. | LCR / LCN | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|-----------|-------------|---------------------------------|------|---|-------------|--------|-----|--------|----------------------|------|-----------------------|--|--|
| | | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 5 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UH1.1 UP8.2 UT4 | 180 | (195) 1/0 URD (190) 2" Conduit (185) (1) 2" Conduit | UG1.2.50kVA | | | | | | | | |
| 6 | LCR | | C6.21 | 45 | (180) 2 ACSR | G1.4-50kVA | | | | | | S1.3 Metering Loop | Streetlight to be retired once new streetlighting is determined | |
| | LCN | | | | | | | | | | | | Streetlight will be refed using existing riser | |
| 7 | LCR | | C1.11F | 95 | (380) CU | G1.4-100kVA | | | | | | Metering Loop | Conductor Unknown Streetlight to be retired once new streetlighting is determined | |
| | LCN | | | | | | | | | | | | Streetlight will be refed using existing riser | |
| 8 | LCR | | C1.11F | 120 | (480) CU | | | | | | | | Conductor Unknown Streetlight to be retired once new streetlighting is determined | |
| | LCN | | | | | | | | | | | | Streetlight will be refed using temporary riser, traffic light attached | |

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STAKING SHEET

Released for Construction
By: _ Date:

Fairhope Public Utilities

Work Order No.
Work Plan No.
Staking Job No. 01807-001

| Pole No. | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|----------------|------------------------------|------|----------|--------------|--------|-----|--------|----------------------|------|-----------|---------------|--|
| | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 9 | LCR | C1.11 | 165 | (660) CU | G1.4-25kVA | | | | | | | | Conductor Unknown Streetlight to be retired once new streetlighting is determined |
| | LCN | | | | | | | | | | | | Streetlight can be refed from padmount transformer using existing OH DPX from TLP2 |
| 10 | LCR | B5.21 (2) A1.011 A1.01 | 115 | (460) CU | | | | | | | | | |
| | LCN | | | | | | | | | | | | |
| 11 | LCR | A6.21 | 150 | (300) CU | G1.4-37.5kVA | | | | | ?? | ?? (2) ?? | | Conductor Unknown Service Size & Length Unknown |
| | LCN | | | | | | | | | | | | |

PRELIMINARY
NOT FOR CONSTRUCTION

Fairhope Public Utilities

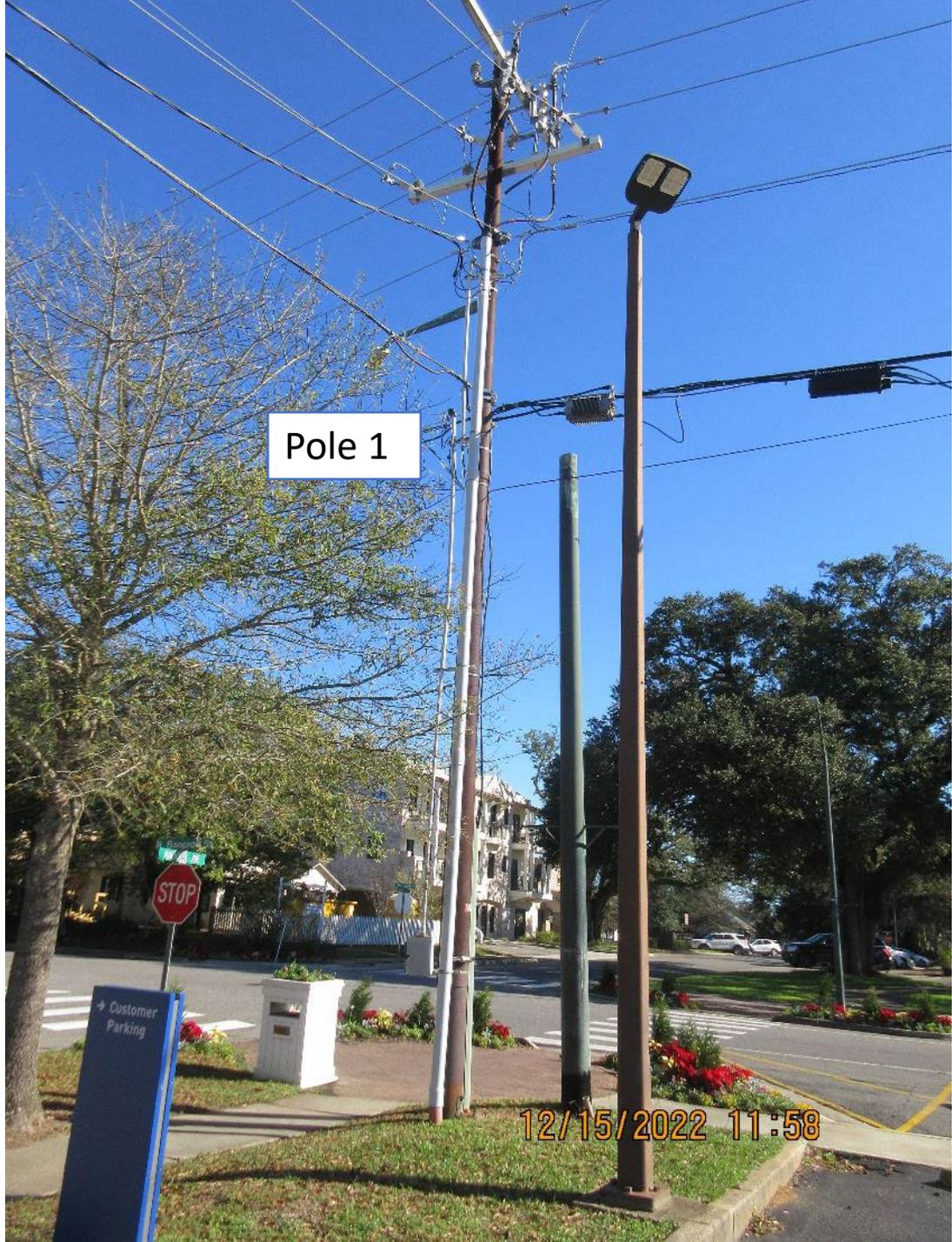
Magnolia Ave OH to URD Conversion

Part 1

Magnolia Ave from Intersection of N Bancroft St. to midway of
N Section St. and N Church St.

Hi-Line Engineering

Jason Settle



Pole 1

12/15/2022 11:58

→ Customer
Parking

Bancroft St
W 4th St

STOP

Location 2
Area for SG

12/15/2022 11:58

Pole 7 &
Location 2a2

Pole 6 &
Location 2a1



12/15/2022 11:58



Pole 1 & 6

Pole 7

02/17/2023 16:23

A photograph showing an outdoor utility location. On the left, a weathered wooden utility pole is wrapped in a dark protective sleeve. Two white electrical boxes are mounted on the pole. In the center, a brick planter box is filled with dry, brown pine needles. To the right, a set of brick stairs with a metal handrail leads up to a concrete walkway. The background is a light-colored brick building with a white vent cover and a small sign. The ground is paved with concrete slabs.

Location 2a2

02/17/2023 16:17



Location 2b1

Location 2b2

12/15/2022 11:58



Location 2b2

02/17/2023 16:27

Pole 7

Pole 8

02/17/2023 16:23

Pole 8



12/15/2022 12:09

Pole 8

TLP2

TLP3

TLP 1

12/15/2022 12:10



Location 2a3

12/15/2022 12:14

TLP 1

Location 2b3

Pole 8



Location 2a3

12/15/2022 12:14

Pole 1



TLP2

12/15/2022 12:15

Pole 9

Pole 10

12/15/2022 12:18



4a2

12/15/2022 12:19

Location 3 - JC



12/15/2022 12:19

Pole 10

12/15/2022 12:25

Location 3 - JC

Pole 10

02/17/2023 16:59

Location 4 - SG

12/15/2022 12:33

Location 4 - SG

12/15/2022 12:33



4a1

12/15/2022 12:33



4a1

02/17/2023 16:48

4b1

12/15/2022 12:25



4b2

02/17/2023 16:59

Pole 11

02/17/2023 16:50

Pole 10

Pole 11

02/17/2023 16:59

Pole 8

TLP1

Pole 7

TLP2

TLP3

SECTION ST

02/17/2023 16:59

LCR = REMOVE
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STAKING SHEET

Released for Construction
By: _ Date:

Fairhope Public Utilities

Work Order No.
Work Plan No.
Staking Job No. 01807-001

| Pole No. | LCR / LCN | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|-----------|-------------|---|--|--|-------------|--------|-----|--------|----------------------|------|------|---------------------------------------|--|
| | | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 1 | LCR | | UC4 C5.71L UP7.B1 | | | | | | | | | | 200A Route existing cable to Loc 2 | |
| | LCN | | UC4 UC7.1 UP7.B3 | | | | | | | | | | 600A 600A | |
| 2 | LCR | | | | | | | | | | | | | |
| | LCN | | US3.SF9 UF3.PME9 (5) UM6.EL2.1/0 (6) UM6.EL6.500 (4) UM6.PK2 (5) UM6.C2 (3) UM6.FI.VR UH1.4 (6) UM6.PL6 (3) UP8.2 UT3.36.06 | 15 15 15 | (190) 500 MCM URD (115) 2" Conduit (20) (3) 2" Conduit | | | | | | | | Route existing cable from Loc 1 | |
| 2a1 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UM6.FI.VR UH1.1 UP8.2 UT4 | 38 38 | (50) 1/0 URD (45) 2" Conduit (40) (1) 2" Conduit | UG1.3.50kVA | | | | | | | Need Conduit and Secondary/ST Light | |

PRELIMINARY
NOT FOR CONSTRUCTION

LCR = REMOVE
LCN = INSTALL

STAKING SHEET

Released for Construction
By: _ Date:

Fairhope Public Utilities

Work Order No.
Work Plan No.
Staking Job No. 01807-001

| Pole No. | LCR / LCN | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|-----------|-------------|--|----------------|---|-------------|--------|-----|--------|----------------------|------|------|---------------|--|
| | | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 2a2 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UM6.FI.VR UH1.1 UP8.2 UT4 | 88 88 | (100) 1/0 URD (95) 2" Conduit (90) (1) 2" Conduit | UG1.3.50kVA | | | | | | | | Need Conduit and Secondary/ST Light |
| 2a3 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UH1.1 UP8.2 UT4 | 110 110 | (125) 1/0 URD (120) 2" Conduit (115) (1) 2" Conduit | UG1.2.50kVA | | | | | | | | Need Conduit and Secondary/ST Light |
| 2b1 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UM6.FI.VR UH1.1 UP8.2 UT4 | 120 120 | (135) 1/0 URD (130) 2" Conduit (125) (1) 2" Conduit | UG1.3.50kVA | | | | | | | | Need Conduit and Secondary/ST Light |
| 2b2 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UM6.FI.VR UH1.1 UP8.2 UT4 | 92 92 | (105) 1/0 URD (100) 2" Conduit (95) (1) 2" Conduit | UG1.3.50kVA | | | | | | | | Need Conduit and Secondary/ST Light |

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STAKING SHEET

Released for Construction
By: _ Date:

Fairhope Public Utilities

Work Order No.
Work Plan No.
Staking Job No. 01807-001

| Pole No. | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|----------------|--|----------------|---|-------------|--------|-----|--------|----------------------|------|------|---------------|---|
| | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 2b3 | LCR | | | | | | | | | | | | |
| | LCN | UF1.PN UH1.1 UP8.2 UT4 | 104 104 | (115) 1/0 URD (110) 2" Conduit (105) (1) 2" Conduit | UG1.2.50kVA | | | | | | | | |
| 3 | LCR | 15US3.PJ.2222 (12) UM6.EL2.1/0 | | | | | | | | | | | Conductor and Span Length Unknown Abandon conduit in place |
| | LCN | | | 1/0 URD | | | | | | | | | |
| 4 | LCR | | | | | | | | | | | | |
| | LCN | US3.SF9 UF3.PME9 (7) UM6.EL2.1/0 UM6.IN22 (3) UM6.EL6.500 (3) UM6.PL6.2 (3) UP2.2 UH1.4 UP8.2 UT4 | 540 540 | (1710) 500 MCM URD (1650) 2" Conduit (545) (3) 2" Conduit | | | | | | | | | Feedthru to Location 5 Insert for LAs on 600A Side |

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Staking Job No. 01807-001

| Pole No. | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|-------------|----------|------|---|-------------|--------|-----|--------|----------------------|------|------|---------------|--|
| | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 4a1 | LCR | | | (3) UM6.EL2.1/0 | | | | | | | | | Conductor and Span Length Unknown |
| | LCN | | 142 | (6) UM6.EL2.1/0 (3) UM6.IN22 (3) UM6.FI.VR UP8.2 UT4 | Exist | | | | | | | | Need Conduit |
| 4a2 | LCR | | | (3) UM6.EL2.1/0 | | | | | | | | | Conductor and Span Length Unknown |
| | LCN | | 155 | (3) UM6.EL2.1/0 (3) UP2.2 UP8.2 UT4 | Exist | | | | | | | | Need Conduit |
| 4b1 | LCR | | | (3) UM6.EL2.1/0 | | | | | | | | | Conductor and Span Length Unknown |
| | LCN | | 105 | (6) UM6.EL2.1/0 (3) UM6.FI.VR UP8.2 UT4 | Exist | | | | | | | | Need Conduit |
| 4b2 | LCR | | | | | | | | | | | | Conductor and Span Length Unknown |
| | LCN | | 105 | 15US3.PJ.2222.BGT (3) UM6.JN222 (9) UM6.EL2.1/0 (3) UM6.C2 (3) UM6.FI.VR UH1.4 UP8.2 UT4 | | | | | | | | | Route existing 3-ph URD from Loc 3 into new JC |

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Work Plan No.
Staking Job No. 01807-001

| Pole No. | LCR / LCN | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|-----------|-------------|---------------------------------|------|---|-------------|--------|-----|--------|----------------------|------|-----------------------|--|--|
| | | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 5 | LCR | | | | | | | | | | | | | |
| | LCN | | UF1.PN UH1.1 UP8.2 UT4 | 180 | (195) 1/0 URD (190) 2" Conduit (185) (1) 2" Conduit | UG1.2.50kVA | | | | | | | | |
| 6 | LCR | | C6.21 | 45 | (180) 2 ACSR | G1.4-50kVA | | | | | | S1.3 Metering Loop | Streetlight to be retired once new streetlighting is determined | |
| | LCN | | | | | | | | | | | | Streetlight will be refed using existing riser | |
| 7 | LCR | | C1.11F | 95 | (380) CU | G1.4-100kVA | | | | | | Metering Loop | Conductor Unknown Streetlight to be retired once new streetlighting is determined | |
| | LCN | | | | | | | | | | | | Streetlight will be refed using existing riser | |
| 8 | LCR | | C1.11F | 120 | (480) CU | | | | | | | | Conductor Unknown Streetlight to be retired once new streetlighting is determined | |
| | LCN | | | | | | | | | | | | Streetlight will be refed using temporary riser, traffic light attached | |

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Staking Job No. 01807-001

| Pole No. | Poles H - C | Primary | | | Transformer | Ground | Guy | Anchor | Secondary or Service | | | Miscellaneous | Notes & Drawings Only (No construction units in column) |
|----------|-------------|------------------------------|------|----------|--------------|--------|-----|--------|----------------------|------|-----------|---------------|--|
| | | Assembly | Span | Wire | | | | | Assembly | Span | Wire | | |
| 9 | LCR | C1.11 | 165 | (660) CU | G1.4-25kVA | | | | | | | | Conductor Unknown Streetlight to be retired once new streetlighting is determined |
| | LCN | | | | | | | | | | | | Streetlight can be refed from padmount transformer using existing OH DPX from TLP2 |
| 10 | LCR | B5.21 (2) A1.011 A1.01 | 115 | (460) CU | | | | | | | | | |
| | LCN | | | | | | | | | | | | |
| 11 | LCR | A6.21 | 150 | (300) CU | G1.4-37.5kVA | | | | | ?? | ?? (2) ?? | | Conductor Unknown Service Size & Length Unknown |
| | LCN | | | | | | | | | | | | |

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