



**CITY OF FAIRHOPE  
REQUEST FOR QUALIFICATIONS**

**SEALED PROPOSALS 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 2:00 P.M. Tuesday, October 10, 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:**

**RFQ No. PS23-027  
Professional Engineering Services for  
Force Sewer Main Upgrades**

The City of Fairhope is accepting proposals from qualified firms to provide Professional Engineering Services for improvements to the Force Sewer Main to support RESTORE funded sewer upgrade projects.

Request for Qualifications documents will be posted on the City of Fairhope Website: [www.FairhopeAL.gov](http://www.FairhopeAL.gov) or a copy may be obtained by e-mailing: [Purchasing@FairhopeAL.gov](mailto: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 be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

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](mailto:Purchasing@FairhopeAL.gov), by Tuesday, October 3, 2023, at 12:00 P.M. or will be forever waived.

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](http://www.FairhopeAL.gov).



**REQUEST FOR QUALIFICATIONS  
RFQ NO. PS23-027  
PROFESSIONAL ENGINEERING SERVICES  
FOR FORCE SEWER MAIN UPGRADES**

**CITY OF FAIRHOPE  
SHERRY SULLIVAN, MAYOR**

**RFQ NO. PS23-027**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR FORCE SEWER MAIN UPGRADES**

**Invitation to Provide Qualifications**

The City of Fairhope is accepting proposals from qualified firms to provide Professional Engineering Services for the upgrades to the force sewer mains. The upgrades are in support of water/wastewater improvement projects.

This Request for Qualifications ("RFQ") is an initial inquiry regarding the qualifications to provide professional services and is NOT a solicitation for bids. Pricing is not requested at this stage and shall not be submitted. The City has the right to waive informalities and to accept or reject any and all submitted responses.

Responding Firms assume responsibility for all associated costs.

**Deadline:**

Responses to this RFQ shall be received until 2:00 p.m. local time, Tuesday, October 10, 2023, at the City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532, and publicly opened shortly thereafter.

Envelopes shall be clearly marked with the RFQ name and number.

**Availability of Documents:**

RFQ Documents may be obtained on the City's website at [www.FairhopeAL.gov/purchasing/bids](http://www.FairhopeAL.gov/purchasing/bids) or at the City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL. One set of RFQ Documents can be obtained free of charge.

**Inquiries**

Questions or comments pertaining to this RFQ must be presented in writing, sent as an email to the attention of the Purchasing Manager, Erin Wolfe, 555 Section Street, Fairhope, AL 36532, email: [Purchasing@FairhopeAL.gov](mailto:Purchasing@FairhopeAL.gov), by Tuesday, October 3, 2023, at 12:00 p.m. or will be forever waived.

**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 also encourages and supports the utilization of Minority Business Enterprises and Disadvantaged Business Enterprises on this and all public bids.

**Background and Introduction**

The City of Fairhope 's Sewer Upgrades Phase 1 will address the most urgent needs within the City's public sewer system. The system includes one Wastewater Treatment Plant. 17 miles of gravity collection and force main pipes, over 70 pumping stations, and over 2,000 manholes. The City has received RESTORE grants to fund these upgrades. This Request for Qualifications is for improvements that need to be made to support the RESTORE projects. This will include:

- 12" HDPE Directionally bored from the new Twin Beech Lift Station to the old Station in support of the RESTORE Lift Station Rehab/Replacement. Total footage 2,400 feet.
- Replace force main from old South Section Lift Station to Fels, where Church Street project ends in support of the RESTORE Lift Station Rehab/Replacement.
- 5,600 feet of 16" and 12" HDPE directionally bored, for the White Grove, Thompson Hall, and New Klump Properties Lift Station in support of the RESTORE Lift Station Rehab/Replacement.
- Force main upgrade from North Section Street Lift Station to manhole at North Section and Bayou Drive. 2,800 ft 16" directionally bored as required for the RESTORE Grant upsizing the North Section Lift Station.

- Force main upgrade from New Twin Beech Lift Station to South Section Street and Twin Beech. 3,500 feet of 12" HDPE directionally bored as necessary for the RESTORE Grant project building new lift station on Twin Beech Road.

### **Scope of Services**

The Scope of Services will include, but may not be limited to, civil engineering, surveying, geotechnical, structural engineering, electrical engineering, environmental permitting, bidding, costing, budgeting, and construction inspection services to deliver a complete project.

The work shall include the following:

### **Design Engineering**

The basic services provided will be as follows:

#### **Task 1:**

Survey, Geotech, Permitting, Environmental Assessments, Engineering Design, Bidding/Execution of Construction Contract Award

Schematic: Engineer will conduct all preliminary surveying, Geotech, environmental assessments, and other services and secure all necessary permits for the project. Engineer will coordinate with all relevant local, state and federal agencies to secure all necessary approvals. Engineer will provide schematic plans and specifications for review by the City to a level sufficient with preliminary costing. Engineer will develop detailed plan drawings and typical site details will be developed.

Design Development: Engineer will proceed following the City's approval of Final Schematic Designs. Detailed plan drawings and typical site details will be developed. The final deliverables for Design Development will include plans, prototypical details and finishes, enlargements, conceptual grading plans, and budget analysis.

Permitting: Engineer will conduct environmental assessments and secure all necessary permits for the project which may include, but are not limited to, environmental impact studies. Consultant will coordinate with all relevant local, state and federal agencies to secure all necessary approvals

Construction Documents: Engineer will develop construction documents. The detailed plan drawings and details will be developed that are suitable for bidding and construction of the project. The documents will include both detailed and performances plan specifications for design elements to give the contractor the maximum ability to provide solutions that meet the design intent within budget. Engineer will refine construction plans at 50% and 90% to bring project within budget. Deliverables will include all plans, elevations, details and specifications required to permit, bid and construct the project including civil plans and construction plans. Project will be awarded in accordance with all applicable federal grant and local and state procurement procedures. The final deliverables will include three (3) fully executed construction contracts.

#### **Task 2:**

Project Construction and Construction-Phase Professional Services – Construction Engineering and Inspection Services (CE&I) Award

Construction Engineering and Inspection Services will be provided by the Engineer to assure the project is being built according to the design plans, to help assure adherence to the Construction schedule and to help assure the project is built within the construction budget. Inspection reports will be completed and filed with the City. Engineer will be responsible for conducting Pre-Construction Conference and other required meetings. Engineer shall review shop and manufacturer's drawings and other submissions of the contractor for compliance with the design concepts and specification requirements. Engineer shall inspect, consult and advise during construction, including developing punch lists. Engineer shall make final inspection of the construction upon completion. Engineer shall revise the construction drawings to show project "as built," based upon information provided by the contractor. The As Built drawings shall be delivered to City within a reasonable time.

## **Qualification Proposal Details**

To be considered, proposals shall be submitted to the City of Fairhope no later than 2:00 p.m. on Tuesday, October 10, 2023. Proposals shall be hand delivered to: Ms. Erin Wolfe, Purchasing Manager, City Services and Public Utilities Building, 555 South Section Street, Fairhope, Alabama or mailed to Post Office Drawer 429, Fairhope, AL 36533. All proposals shall be sealed and labeled on the outside of the envelope, "RFQ PS23-027 Professional Engineering Services for Force Sewer Main Upgrades; Attn: Purchasing." No facsimiles or emailed proposals shall be accepted. Proposers shall provide one (1) original paper copy, five (5) identical paper copies, and one (1) identical PDF copy on USB flash drive in the submittal.

Those desiring consideration shall submit proposals before the time and date stated above. All applicants shall submit their qualifications, describe approach to be taken in addressing the scope, include experience with Federally funded projects, resources and availability, understanding of the scope of services, and previous experience with similar projects. **DO NOT INCLUDE ANY PROPOSED FEES, FEE SCHEDULES, OR CONTRACT AMOUNT.**

## **Submittal Requirements**

The following items must be included in the Statement of Qualifications. Statements of Qualifications are limited to no more than 25 single sided pages, not including covers or tabs.

The required sections and specific content must be organized in the submitted proposal as they are listed below.

### **Section 1 – Cover Letter**

The respondent shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It should include the full name of the firm or joint venture members and all proposed subconsultants. If the Respondent is made up of more than one firm, the legal relationship between the firms must be described. The Cover Letter should include a statement committing the availability of the key personnel to perform the work. The cover letter must be signed by a person who is also authorized to sign a contract with the City.

If the Respondent believes any information, data, process or other material in its proposal should be considered but the City to be confidential or proprietary, the Respondent shall identify that material with specificity as to the page and paragraph, and on what basis the material is believed to be proprietary or confidential.

### **Section 2 – Firm Profile**

Include the name, address, phone number, and email address of the person(s) who will serve as the Principal Contact with the City of Fairhope. The same information shall be required for any sub-consultants working with the primary consultant.

### **Section 3 – Firm Experience**

Clearly indicate the specific experience of the individual/firm relative to projects of similar scale and type as this project. Include descriptions of projects with respect to client, location, common issues, and services provided. Include

### **Section 4 – Firm Proximity to and Familiarity with the City of Fairhope**

Identify logistics for operation within the City of Fairhope. Define location of firm headquarters, offices and personnel in relation to the City of Fairhope. Specifically explain familiarity with the City's water system and list previous projects performed in or on behalf of the City.

### **Section 5 – Project Team**

Key Personnel: Provide a complete list of key personnel who will provide the services and all subconsultants providing services. Provide their professional experience and their role/responsibilities with this project.

Disciplines: Provide a list of disciplines to be used and who will provide the services.

## **Section 6 – Project Approach**

Provide a response that defines the methods and means by which the firm will perform the services outlines in the RFQ.

## **Section 7 – References**

Provide names, addresses, phone numbers, and email addresses of three (3) client references for projects of comparable size and complexity. Each listed reference should include a brief description and scope of services that were provided on the project.

## **Section 8- Equal Opportunity**

Include your firm's efforts or utilization of MBE/DBE's in your projects in your response. Demonstrate your firm's commitment and past practices that actively engage MBE/DBE subcontractors on projects. Describe your plan to utilize MBE/DBE's on this project.

## **Selection Process/Evaluation Criteria**

The City of Fairhope will evaluate the proposals. The overall process consists of two (2) steps: A review and evaluation of all responsive proposals and an interview phase for the short list of selected consultants.

The City of Fairhope reserves the right to award more than one contract for the work specified. Through the selection process, the City will identify the most qualified firm(s)/team(s) to complete the requirements of the project. The evaluation process will consider how a firm/team assembles the necessary expertise.

The City will consider the following evaluation factors of the received proposals. Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

- |  |                  |
|--|------------------|
| <b>Qualifications, Knowledge, and Expertise Regarding the proposed Scope of Work</b>   | <b>25 Points</b> |
| <ul style="list-style-type: none"><li>• Number of years of experience with force main upgrades</li><li>• Explanation of how the firm would handle this project, and how they would support the City's needs and objectives.</li><li>• A list of their firm's projects of similar size and complexity, within the past ten (10) years.</li><li>• Proof of satisfactory or better performance on contracts of similar size and complexity.</li></ul> |                  |
| <b>Experience of Proposed Key Personnel</b>  | <b>25 Points</b> |
| <ul style="list-style-type: none"><li>• Resumes of key team members listing relevant experience and education. Indicate team members who will be assigned to the City of Fairhope project.</li></ul>   |                  |
| <b>Resources and Availability</b>  | <b>20 Points</b> |
| <b>Understanding and Familiarity with the Needs of the Environment of the Community</b>  | <b>10 Points</b> |
| <ul style="list-style-type: none"><li>• Description of familiarity of the City of Fairhope and Baldwin County area.</li><li>• Proximity to the project area and/or prior professional services provided in the State of Alabama.</li><li>• Previous experience in working with the locality.</li></ul>   |                  |
| <b>Previous Experience in Working with Publicly Owned Utilities</b>  | <b>20 Points</b> |
| <ul style="list-style-type: none"><li>• A list of the firm's projects with publicly owned utilities, within the past ten (10) years.</li><li>• Proof of satisfactory or better performance on contracts with publicly owned utilities. A minimum of three (3) to five (5) projects shall be provided.</li><li>• Name of public utility department, contact name and title, and the contact's current telephone number and email address.</li></ul> |                  |

The City may request additional submittals, interviews, sessions or negotiations to be held only with selected firms who meet requirements. The City reserves the right to limit negotiations to those proposals who received the highest rankings during the initial evaluation phase. However, the City reserves the right to award the contract, or contracts, to a firm solely based on the initial proposal submitted and without any further interview, sessions, and negotiation.

If an agreement cannot be reached on price with the most qualified Consultant, negotiations will be formally terminated with that firm. Negotiations will then be conducted with the next most qualified firm. This process will continue until a negotiated agreement is reached which the City considers to be fair and reasonable.

Consultant shall submit data and materials to provide information that the Consultant considers pertinent to its qualifications for the work. The submitted information shall include:

- A letter of transmittal for this Request for Qualifications.
- A statement of the firm/team's qualifications and experience.
- A statement of the firm/team's understanding of the project.
- A statement of the firm/team's approach to the project.
- A statement of the lead firm's company background.

### **Schedule**

The following schedule identifies milestone dates for the project. The City of Fairhope reserves the right to adjust the schedule when necessary.

1. Issue Request for Qualifications – 09/15/2023
2. RFQ Questions Deadline – 10/03/2023
3. Proposals Due – 10/10/2023
4. Consultant Interviews – Week of 10/23/2023
5. Selection of Consultant – 11/13/2023
6. Contract Negotiation with Selected Consultant – 11/27/2023
7. Notice to Proceed – 12/11/2023

### **Miscellaneous**

1. A cost proposal is intentionally excluded from this submittal.
2. RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of Fairhope to pay any costs incurred in the preparation of a submission or of any costs incurred prior to the execution of a formal contract.
3. No debriefings by City staff to unsuccessful submitters will occur until after the award of a contract to the recommended firm.
4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. (Please complete the certification form in Attachment A and submit with the Company's proposal). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **Questions or Additional Information**

**Questions are due by: Tuesday, October 3, 2023 at 12:00 p.m.**

**Please submit questions to:**

Erin Wolfe  
Purchasing Manager  
City of Fairhope  
555 South Section Street  
Fairhope, AL 36532  
Email: [Purchasing@FairhopeAL.gov](mailto:Purchasing@FairhopeAL.gov)

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

This **CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and \_\_\_\_\_ of \_\_\_\_\_, Alabama (hereinafter called the "**Engineer**") for

**RFQ No.**

**WITNESSETH:**

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**DEFINITIONS:**

The following terms shall have the following meanings:

**COUNTY:** Baldwin County, Alabama  
**CITY:** Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama  
**PROJECT:** Professional engineering services pertaining to Project No. \_\_\_\_\_.

**PART ONE**  
**GENERAL CONDITIONS**

1.0 The City hereby employs the ENGINEER and the ENGINEER agrees to perform for the City, those professional services as hereinafter set forth in connection with the following:

**PROJECT NUMBER:** (INSERT)

**PROJECT NAME:** (INSERT)

**PROJECT INFORMATION** (INSERT)

1.1 The **ENGINEER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.

1.2 For the purpose of this contract, the **ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the **CODE OF ALABAMA**, SECTION 34-11, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **ENGINEER** will meet all current licensing and certifications necessary to perform the scope of work.

**PART TWO**  
**PROJECT SCOPE**



- 2.0 **The PROFESSIONAL ENGINEER will be responsible for meeting or exceeding the overall objectives for the requested services including:**  
**(INSERT SCOPE OF WORK HERE)**
- 2.1 Providing the professional engineering services required to complete Project No. **(INSERT)** as the Engineer of Record for the project. This includes design work for Project No. **(INSERT)**.
- 2.2 Providing all estimates, drawings, plans, and specifications, approved by signature and stamped by the ENGINEER for Project No. **(INSERT)**.
- 2.3 Directly supervising the execution of the construction (Code of Alabama, 1975, 34-11-10).
- 2.4 Authoring interim and final payments to the Contractor, and providing a statement of completion at project end.
- 2.5 Working closely with the Project Manager, **(INSERT NAME)**, as well as other **CITY** officials.
- 2.6 Performing professional services only, and will not be a participant in any construction associated with this project.
- 2.7 Assisting the **CITY** in assembling bid and contract documents in accordance with the requirements of the **CITY** and in accordance with Title 39 of the Code of Alabama, 1975.
- 2.8 Assist the **CITY** in addressing all comments/inquiries made by prospective bidders and issuing addenda to the contract documents as necessary.
- 2.9 Once bids have been received, preparing a bid tabulation and certifying the results. Once the documentation submitted with the bid has been verified to correspond with the contract requirements, a recommendation will be made to the **CITY** to award the contract to the certified lowest responsive and responsible bidder.
- 2.10 Performing construction observation services is to assure that the project is being built according to the design plans, to help assure adherence to the construction schedule and to help assure the project is built within the construction budget. Inspection reports will be completed and filed with the **CITY**.
- 2.11 Attending Pre-Construction, and other required meetings.
- 2.12 Reviewing shop and manufacturer's drawings, and other submissions of the contractor for compliance with the design concepts and specification requirements.
- 2.13 Inspecting, consulting and advising during construction, including developing punch lists.
- 2.14 Making final inspection of the construction upon completion.
- 2.15 Revising construction drawings to show project as built, based on information provided by the Contractor, and deliver to Owner within a reasonable time.

### **PART THREE** **PAYMENT**

- 3.0 The **CITY** agrees to pay the **ENGINEER** as compensation for such professional services in accordance with the rates as indicated on Exhibit "A" FEE SCHEDULE, attached to this document, an amount not to exceed **(INSERT AMOUNT)** DOLLARS **(\$0.00)**.
- 3.1 All other expenses actually and necessarily incurred such as, but not limited to telephone calls, extra reproductions of prints, photographs, drawings, specifications, and other documents

required for the proper execution of the extra services so required by the **CITY**, shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred. These expenses will be included in the "not to exceed" amount as listed in item 3.0.

- 3.2 If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee schedule as established in this agreement, and the portion of the **ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3 In the event of failure by the **ENGINEER** to perform any and/or all of the **ENGINEER'S** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **ENGINEER** written notice of such termination, after which the **CITY** may employ professional engineering services of its choice to complete the **PROJECT** and the **ENGINEER** will reimburse the **CITY** any additional costs which may result for such termination and employment of other professional engineering services. Failure by the **ENGINEER** to furnish the required construction plans, or to perform any other specific duty required by this contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this contract for any subsequent default.

#### **PART FOUR** **INDEMNIFICATION AND INSURANCE**

- 4.0 The **ENGINEER** shall be responsible for all damage to life and property due to activities of the **ENGINEER** and the sub-consultant, agents or employees of **ENGINEER** in connection with their service under this **CONTRACT**. The **ENGINEER** specifically agrees that the subcontractors, agents, or employees of **ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **ENGINEER** to the fullest extent permitted by law, the **ENGINEER** shall defend, indemnify, and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **ENGINEER** or anyone directly or indirectly employed by **ENGINEER** or anyone for whose acts **ENGINEER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1 The **ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained are not intended to represent the correct insurance needed to fully protect the **ENGINEER**.
- 4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.
- 4.3 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**
- 4.4 **Worker's Compensation and Employers Liability**

Part One:	Statutory Benefits as required by the State of Alabama	
Part Two:	Employers Liability	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit

4.5 **Commercial General Liability**

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

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

Coverage to Include;

- Premises and operations
- Personal Injury and Advertising Injury
- Products/completed Operations
- Independent Contractors
- Blanket Contractual Liability
- Broad Form Property Damage

4.6 **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The Policy shall name the **CITY** as an Additional Insured.

4.7 **Professional Liability (Errors and Omissions)**

Coverage shall be maintained during design, construction and for two (2) years after completion and acceptance by the **CITY**.

Limits of Liability:

Each claim	\$1,000,000
Aggregated	\$1,000,000

4.8 The **ENGINEER** shall name the **CITY**, its employees and agents as Additional Insured. Liability insurance as required by this contract to provide cross-liability coverage.

4.9. **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 thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **ENGINEER** is working must be included in the description section of the Certificate. The City of Fairhope will be listed as an Additional Insured under the **ENGINEER'S** general liability insurance and automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

**PART FIVE**  
**REVIEWS AND SUBMITTALS**

- 5.0 The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving intermediate payments to the **ENGINEER** and to otherwise determine contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The **CITY** is relying on the skill, care, experience, diligence, and professional expertise of the **ENGINEER** to perform the required work with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the **CITY** to exercise independent engineering judgment or to verify the calculations, assumptions, and engineering judgment employed by the **ENGINEER**.

## **PART SIX** **MISCELLANEOUS**

- 6.0 This Contract shall be effective on the date of its execution.
- 6.1 The following portions of the City of Fairhope **STANDARD TERMS AND CONDITIONS** (PART SEVEN) are hereby made a part of this contract as if said terms are fully set out herein: ACCEPTANCE OF AGREEMENT, APPLICABLE LAW, ASSIGNMENT, BUSINESS LICENSE, CANCELLATION OF CONTRACT, FORCE MAJEURE, INSURANCE, NON DISCRIMINATION, NON EXCLUSIVE, NOTIFICATION AND ACCIDENT REPORTS, RIGHT TO AUDIT, TERMINATION FOR CONVENIENCE, TERMINATION FOR DEFAULT, TERMINATION FOR NON-APPROPRIATION, IMMIGRATION LAW.
- 6.2 The **CITY** and the **ENGINEER** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **ENGINEER** shall assign, sub-let, or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.
- 6.3 Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") shall be retained by the OWNER. Additionally, the OWNER shall retain any intellectual property interest therein regardless whether the Project is completed. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT.

INSERT PROFESSIONAL SERVICES TERMS AND CONDITIONS

SAMPLE

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 WHEREOF**, the parties hereto have executed this contract in **duplicate** on the day and year first above written.

**CITY OF FAIRHOPE**

BY: \_\_\_\_\_  
Sherry Sullivan, Mayor

ATTEST: \_\_\_\_\_  
Lisa A Hanks, MMC  
City Clerk

**NOTARY FOR THE CITY:**

**STATE OF ALABAMA}**  
**COUNTY OF BALDWIN}**

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that **Sherry Sullivan**, whose name as Mayor of the City of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**PROFESSIONAL ENGINEER SIGNATURES**

**If Corporation or LLC**

Company \_\_\_\_\_

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

Company Representative \_\_\_\_\_  
(SIGNATURE Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative \_\_\_\_\_

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

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

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

Phone No: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

E-Mail \_\_\_\_\_

**NOTARY FOR CORPORATE PROFESSIONAL ENGINEER**

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for the said State and County, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

**Alabama Immigration Act Contract Requirements**

**1.0 Background**

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

**2.0 Definitions**

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

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

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity

that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

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

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

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

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

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

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

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

### 3.0 **Mandatory Clause**

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

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

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

### 4.0 **Contracts Involving Business Entity, or Employer**

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



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

**5.0 Contracts Involving Subcontracting**

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

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

**ENGINEER INFORMATION**

**RFQ No PS021-18**

**Professional Engineering Services for  
Urgent Bay Outfall Assessment and Leak Repairs**

(Please print this section and turn in with your response)

**Business Organization**

**Name of Engineer or Engineering Firm** (exactly as it appears on W-9):

\_\_\_\_\_  
Doing-Business-As Name

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_  
Individual \_\_\_\_\_  
Joint Venture \_\_\_\_\_  
Other (describe): \_\_\_\_\_

**Corporation Statement**

If a corporation, answer the following:

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

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

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

**Partnership Statement**

If a partnership, answer the following:

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

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

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

**Joint Venture Statement**

If a Joint Venture, answer the following:

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

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

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

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

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

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

**EXHIBIT "A"**  
**FEE SCHEDULE**

SAMPLE



# ***CITY OF FAIRHOPE STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICES***

## **1. ACCEPTANCE OF AGREEMENT**

This Agreement contains all terms and conditions agreed upon by the Owner and Engineer (awarded vendor). 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. 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.

## **3. 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.

## **4. 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.

## **5. 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.

## **6. FORCE MAJEURE**

Neither the City nor the awarded vendor shall be deemed in breach of Contract / Agreement / Purchase Order, 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.

## **7. 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.

**8. 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.

**9. NON- EXCLUSIVE**

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

**10. 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.

**11. 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, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

**12. 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.

**13. 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.

**14. 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.

**15. 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.