

**CITY OF FAIRHOPE  
BID ADVERTISEMENT**

May 15, 2014

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope, 555 South Section Street, Fairhope, Alabama 36532 until 2:00P.M. June 30, 2014 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 NUMBER 003-14, Fairhope Soccer Fields  
PROJECT NO. REC002-13, Fairhope Soccer Fields**

*The project will consist of the installation of Soccer Fields on approximately 40 acres as described in the contract documents with all necessary labor, materials, and equipment necessary to install all required improvements within the allotted time. The work will consist of clearing, grubbing, top soil stripping, grading, drainage infrastructure, erosion control and coordination with the City of Fairhope for Utility and irrigation infrastructure installation, as well as grassing, base pavement, curb and gutter, sidewalks, fences, retaining walls and all other items and appurtenances required by the contract as described herein.*

Plans and Specifications may be examined at City of Fairhope, 555 Section Street, Fairhope, AL 36532. Copies of the plans and specifications will be available for purchase at Preble-Rish, LLC, 9949 Bellaton Avenue, Daphne, AL 36526, at a nonrefundable charge of \$250 per set. Please make checks payable to Preble-Rish, LLC. No plans and specifications will be issued to contractors later than one (1) week prior to the time indicated above for receiving bids.

Questions or comments pertaining to this bid must be presented in writing, as an e-mail to Andrew Bobe, Project Engineer, ([andy@preble-rish.net](mailto:andy@preble-rish.net)) Seventy Two (72) hours prior to the bid opening or will be forever waived.

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

**THERE WILL BE A MANDATORY PRE-BID MEETING AT 10:00AM, June 13, 2014 at the City of Fairhope Offices at 555 Section Street, Fairhope, AL 36532.**

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

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "Sealed Bid" with **Item Name, Bid Number, City of Fairhope's Name and Address, Bidder's Name and Address, and Bidder's State of Alabama Contractor's License Number**. 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 whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. The City of Fairhope will require proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See contract documents for details.

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 Contractors, 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, [www.sos.state.al.gov/BusinessServices/ForeignCorps.aspx](http://www.sos.state.al.gov/BusinessServices/ForeignCorps.aspx). 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.cofairhope.com](http://www.cofairhope.com).

**CONTRACT DOCUMENTS  
BID FORM AND SPECIFICATIONS  
FOR  
BID NO. 003-14  
PROJECT NO. REC-002-13  
FAIRHOPE SOCCER FIELDS**

FAIRHOPE CITY COUNCIL

Timothy M. Kant, Mayor  
Jack Burrell, Council President

Set Number \_\_\_\_\_

Bid Posted: \_\_\_\_\_

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## ITEM I

### INVITATION AND INSTRUCTIONS TO BIDDERS

#### 1.00 BID INVITATION

Notice is hereby given that the City of Fairhope ("Owner") will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.

#### 1.01 **BID NO. 003-14**

**PROJECT NAME: FAIRHOPE SOCCER FIELDS**

**PROJECT NO. REC-002-13**

#### 1.02 SUMMARY:

Construct Soccer Fields as detailed in the attached Scope of Work, Construction Plans, and Specifications.

#### 1.03 BID DEADLINE

Bids will be received until 2:00 p.m. local time, June 30, 2014 at the offices of The City of Fairhope, 555 Section Street, Fairhope, AL 36532, and publicly opened shortly thereafter.

#### 1.04 AVAILABILITY OF DOCUMENTS

Bid documents (including plans and drawings) are available at Preble-Rish, LLC., 9949 Bellaton Avenue, Daphne, AL 36526, (251) 990-9950 for a non-refundable deposit of \$250.00. Checks should be made payable to Preble-Rish, LLC. Bid documents will be mailed only upon receipt of deposit. No bid documents will be distributed later than 1 week prior to the scheduled bid opening.

Bid Documents may be viewed at the City of Fairhope offices, 555 Section Street, Fairhope, AL 36532.

#### 1.05 INQUIRIES

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to Andrew Bobe, Project Engineer, ([andy@preble-rish.net](mailto:andy@preble-rish.net)), Seventy Two (72) hours prior to the bid opening or will be forever waived.

#### 1.06 SITE EXAMINATION

Mandatory Pre-bid conference to be held at 10:00 AM on June 13, 2014, at

City of Fairhope Offices, 555 Section Street, Fairhope, AL 36532. The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the Contract Documents.

Contractor must be properly licensed to perform the work as outlined in the Scope of Work. Bidder must have a current business license or purchase a business license with the City of Fairhope after bid being awarded, prior to start of work. State Contractor's license is required.

Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident contractors on the same basis as the nonresident bidder's state awards contract to Alabama contractors 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 bidder's 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 section 1.20.

#### 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 contractors 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 **PROJECT NAME, PROJECT NUMBER, OWNER'S NAME AND ADDRESS, BIDDER'S NAME, ADDRESS, AND ALABAMA CONTRACTOR'S LICENSE NUMBER.**

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

Fill in all blanks on the bid form with non-erasable ink or type. 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 Contractor without the written authorization of the City of Fairhope. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the City of Fairhope.

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

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

#### 1.12 BID INELIGIBILITY

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the 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 Contractor agrees to perform the work within the time stated in the contract document. The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work. The contractor shall upon notice of award prepare and submit a project schedule. The schedule should cover all phases and work items of construction from mobilization to final acceptance including an allotment of time for work performed by the City of Fairhope.

#### 1.14 CONSTRUCTION DOCUMENT IDENTIFICATION

The Construction Documents are the Project Manual, Drawings, Addenda, and all other related documents bearing the Project Title and Number.

Bidders shall use complete sets of Construction Documents in preparing their Bids. The City of Fairhope will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.

#### 1.15 INQUIRIES/ADDENDA

Questions should be directed to the engineer Andrew Bobe by email at [andy@preble-rish.net](mailto:andy@preble-rish.net).

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by E-MAIL to all plan holders of records, and posted on the City's website [www.cofairhope.com](http://www.cofairhope.com). It is the responsibility of the bidder to verify that all addenda have been received.

#### 1.16 BID ACCEPTANCE

Bid with lowest Total Bid amount from a responsive and responsible bidder may be accepted if within the Contract Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the City shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.

#### 1.17 BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a 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.

#### 1.18 ERRORS IN BIDS



Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk. In case of error, in the extension of prices, the unit price will govern.

1.19 CONTRACT AND BOND

The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

1.20 INSURANCE REQUIREMENTS

1. Awarded bidder, at its sole expense, shall obtain and maintain in full force the following insurance to protect the awarded bidder and the City of Fairhope at limit(s) and coverage(s) specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limit(s) and coverage(s) specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded bidder.
2. All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.
3. **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**
4. Worker's Compensation and Employers Liability  
Part One: Statutory Benefits as required by the State of Alabama  
Part Two: Employers Liability           \$100,000 Each Accident  
  \$100,000 Each Employee  
  \$500,000 Policy Limit
4. U.S. Longshoreman & Harbor workers Act (USL&H)-  
  
Required if contract involves work near a navigable Waterway that may be subject to the USL&H law.
6. Maritime Endorsement (Jones Act)-

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

Bodily injury by accident	\$1,000,000 Each Accident
Bodily injury by disease	\$1,000,000 Aggregate

#### 7. Commercial General Liability

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

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

- Coverage to include

- o Premises and operations
- o Personal Injury and Advertising Injury
- o Products/Completed Operations
- o Independent Contractors
- o Blanket Contractual Liability
- o Explosion, Collapse and Underground hazards
- o Broad Form Property Damage
- o Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

#### 8. 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.

#### 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 ten (10) days written notice of cancellation to the City.

#### 1.21 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.

#### 1.22 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 Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

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

## 1.23

### PROSECUTION OF WORK

The Contractor shall commence work within 15 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

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

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager 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 Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory

level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

1.24

#### TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

A. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

B. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

#### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	5	5	3	3	5	8	6	5	3	4	5

C. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally schedule work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day.

D. The number of actual adverse weather delay days shall include days

impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled "Default (Fixed Price Construction)".

## ENGINEER'S COST ESTIMATE

## CITY OF FAIRHOPE

## SOCCER FIELDS

PROJECT NO. 385.0003

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>GRADING &amp; DRAINAGE</b>					
1	MOBILIZATION	LS	1		\$ -
2	CLEARING AND GRUBBING	LS	38		\$ -
3	TOPSOIL	CYIP	40,755		\$ -
4	UNCLASSIFIED EXCAVATION	CYIP	96,150		\$ -
5	BORROW EXCAVATION	CYIP	31,125		\$ -
6	SILT FENCE	LF	4000		\$ -
7	HAYBALES	LF	1000		\$ -
8	GABIONS (1.5' HIGH X 3' WIDE)	SY	4500		\$ -
9	GEOTEXTILE FABRIC	SY	4700		\$ -
10	12" REINFORCED CONCRETE PIPE, CLASS 3	LF	20		\$ -
11	18" REINFORCED CONCRETE PIPE, CLASS 3	LF	3752		\$ -
12	24" REINFORCED CONCRETE PIPE, CLASS 3	LF	2409		\$ -
13	30" REINFORCED CONCRETE PIPE, CLASS 3	LF	603		\$ -
14	36" REINFORCED CONCRETE PIPE, CLASS 3	LF	5122		\$ -
15	28.5" X 18" RCAP	LF	40		\$ -
16	73" X 45" RCAP	LF	160		\$ -
17	GRATE TOP INLET	EA	32		\$ -
18	TYPE "1" GRATE TOP INLET	EA	25		\$ -
19	TYPE "2" GRATE TOP INLET	EA	3		\$ -
20	TYPE "3" GRATE TOP INLET	EA	5		\$ -
21	TYPE "4" GRATE TOP INLET	EA	6		\$ -
22	JUNCTION BOX	EA	23		\$ -
23	JUNCTION BOX/DROP INLET	EA	7		\$ -
24	SLOPED PAVED HEADWALL (SINGLE) (23A, 83, 90, 91)	EA	7		\$ -
25	SLOPED PAVED HEADWALL (DOUBLE) (65, 77, 92)	EA	4		\$ -
26	OUTLET STRUCTURE	EA	3		\$ -
27	CLEANOUT FOR UNDER DRAIN	EA	42		\$ -
28	6" UNDERDRAIN	LF	19902		\$ -
29	8" PVC SDR 21 HEADER FOR UNDER DRAIN PIPING w/ FITTINGS	LF	6570		\$ -
30	INLET PROTECTION	EA	104		\$ -
31	TEMPORARY RIPRAP FOR EROSION CONTROL	TON	1000		\$ -
32	TEMPORARY SEEDING, FERTILIZING, & MULCHING	ACRE	15		\$ -
33	SOLID SOD (As approved by Engineer)	SY	1000		\$ -
34	CONSTRUCTION ENTRANCE/EXIT	EA	2		\$ -
35	POLYETHYLENE (AS APPROVED BY ENGINEER)	SY	6000		\$ -
36	ENGINEERING CONTROLS	LS	1		\$ -
37	RETAINING WALL (APPROX. 4,275 sqft.) (DESIGNED BY OTHERS)	LS	1		\$ -
38	RIPRAP CL.2 24" THICK w/ FILTERFABRIC UNDERLAYMENT	SY	350		\$ -
39	STORM DRAIN VIDEO	LS	1		\$ -
	<b>TOTAL FOR GRADING &amp; DRAINAGE</b>				\$ -
<b>PARKING LOTS</b>					
	GRANULAR SAND SUB-BASE MATERIAL, 18" THICK	SY	29200		\$ -
	2'-6" TYPE "B" CONCRETE CURB & GUTTER	LF	3715		\$ -
	2'-6" TYPE "C" CONCRETE CURB & GUTTER	LF	110		\$ -
	2'-6" MODIFIED TYPE "C" CONCRETE CURB & GUTTER	LF	60		\$ -
	12" CONCRETE RIBBON CURB	LF	9115		\$ -
	LOWER SAND / CLAY BASE MATERIAL, 4" THICK	SY	28460		\$ -
	UPPER SAND CLAY BASE MATERIAL, 4" THICK	SY	26259		\$ -
	301-A CRUSHED AGGREGATE BASE COURSE, TYPE "B", 2" THICK	SY	26259		\$ -
	PRIME COAT	SY	26259		\$ -
	424-A SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE, 2-1/2" THICK, 165 LBS/SY	SY	26259		\$ -
	PARKING BUMPERS	EA	573		\$ -
	GEOTECHNICAL TESTING	LS	1		\$ -
	STRIPING (SPACES, ARROWS, HANDICAP SPACES & SIGNS, & CROSSWALKS)	LS	1		\$ -
	<b>TOTAL FOR PARKING LOTS</b>				\$ -
<b>SOCCER FIELDS &amp; OPEN SPACES</b>					
	TOTAL KILL FOR EXISTING VEGETATION	AC	39.5		\$ -
	6" TOPSOIL W/ AMENDMENTS	SY	55000		\$ -
	4" SANDY FILL	SY	87540		\$ -
	8" TOPSOIL W/ AMENDMENTS	SY	87540		\$ -
	CELEBRATION BERMUDA (SPRIGGING & GROW IN)	AC	30		\$ -
	<b>TOTAL FOR SOCCER FIELDS AND OPEN SPACES</b>				\$ -

ENGINEER'S COST ESTIMATE

CITY OF FAIRHOPE

SOCCER FIELDS

PROJECT NO. 385.0003

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
<b>ADD ALTERNATE #1 SIDEWALK</b>					
	CONCRETE SIDEWALK "A"	LF	4700		\$ -
	CONCRETE SIDEWALK "B"	LF	300		\$ -
	CONCRETE SIDEWALK "C"	LF	1225		\$ -
	MODIFIED CONCRETE SIDEWALK	LF	1860		\$ -
	TURNDOWN CONCRETE SIDEWALK	LF	1600		\$ -
	FLUSH CONCRETE SIDEWALK	LF	380		\$ -
	CURB CUTS	EA	4		\$ -
	HANDICAP RAMPS	EA	49		\$ -
	<b>TOTAL FOR SIDEWALKS</b>				\$ -
<b>ADD ALTERNATE #2 FENCING</b>					
	ALUMINIUM FENCING (DESIGN BY OTHERS)	LS	1		\$ -
	COATED CHAIN LINK FENCING (DESIGN BY OTHERS)	LS	1		\$ -
	BOARD FENCING (DESIGN BY OTHERS)	LS	1		\$ -
	BOLLARD AND CHAIN BARRIER AT PONDS	LS	1		\$ -
	<b>TOTAL FOR FENCING</b>				\$ -
<b>MATERIALS ALTERNATE #1</b>					
	12" A-2000 PVC PIPE	LF	20		\$ -
	18" A-2000 PVC PIPE	LF	3752		\$ -
	24" A-2000 PVC PIPE	LF	2409		\$ -
	30" A-2000 PVC PIPE	LF	603		\$ -
	36" A-2000 PVC PIPE	LF	5122		\$ -
	<b>TOTAL FOR A-2000 PIPES</b>				\$ -
<b>MATERIALS ALTERNATE 2</b>					
	12" HDPE ADS N-12	LF	20		\$ -
	18" HDPE ADS N-12	LF	3752		\$ -
	24" HDPE ADS N-12	LF	2409		\$ -
	30" HDPE ADS N-12	LF	603		\$ -
	36" HDPE ADS N-12	LF	5122		\$ -
	<b>TOTAL FOR HDPE ADS N-12 PIPES</b>				\$ -
<b>ALTERNATE 3</b>					
	PEDESTRIAN BRIDGE (w/ABUTMENTS AND DESIGN)	EA	5		\$ -
	<b>TOTAL PEDESTRIAN BRIDGES</b>				\$ -
<b>ALTERNATE 4</b>					
	CREDIT FOR GABION BOTTOM IN POND	SY	1900		
	WETLAND VEGETATION FOR DETENTION POND.	LS	1		\$ -
	<b>TOTAL MISCELLANEOUS ITEMS</b>				\$ -

\* QUANTITIES FOR POWER, LIGHTING, WATER, SEWER & IRRIGATION ARE NOT INCLUDED. THE CITY OF FAIRHOPE SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THESE ITEMS.

^ ALL QUANTITIES LISTED ABOVE ESTIMATED IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES PRIOR TO SUBMITTING BID.

**ITEM II**  
**BID FORM**

Date: \_\_\_\_\_

Bid No.                003-14  
Project No.            REC-002-13  
Project Name          FAIRHOPE SOCCER FIELDS

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

The owner agrees to provide the following materials: NONE

Base Bid (Grading, Drainage, Retaining Walls)                \$ \_\_\_\_\_

Base Bid (Soccer Fields and Open Spaces)                        \$ \_\_\_\_\_

Base Bid (Parking Lots)    \$ \_\_\_\_\_

TOTAL BASE BID    \$ \_\_\_\_\_

Add. Alt. 1(Sidewalks)     \$ \_\_\_\_\_

Add. Alt. 2 (Fencing)    \$ \_\_\_\_\_

**MATERIALS**

ALTERNATE 1 A-2000 PIPE (ALL SIZES ROUND)                \$ \_\_\_\_\_

ALTERNATE 2 ADS N-12 PIPE (ALL SIZES ROUND)             \$ \_\_\_\_\_

ALTERNATE 3 (PEDESTRIAN BRIDGE)                                \$ \_\_\_\_\_

ALTERNATE 4(WETLAND VEGITATION IN PONDS) \$ \_\_\_\_\_

The contractor agrees to complete all the work within TWO HUNDRED AND TEN (210) CALENDER DAYS from date given in the *Notice to Proceed* (NTP) unless other arrangements are approved by the Project Manager.

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

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

**Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative,**



followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

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

If Individual

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

\_\_\_\_\_  
(Name of Partner Print)

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

\_\_\_\_\_  
(Name of Partner Print)

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

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

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

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

Phone Number (     ) \_\_\_\_\_

Fax Number (     ) \_\_\_\_\_

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

Alabama Contractor's License No. \_\_\_\_\_

If Corporation or LLC

Company \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

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

Phone Number (    ) \_\_\_\_\_

Fax Number (    ) \_\_\_\_\_

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

Alabama Contractor's License No. \_\_\_\_\_

State of Alabama Foreign Corporation Entity ID \_\_\_\_\_

**Notary for Individual or Corporation**

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

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

I, the undersigned authority in and for said State and County, hereby certify that \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_ respectively, of \_\_\_\_\_,  
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 they executed the same voluntarily on the day the  
same bears date.

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

**ITEM III**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_ as Surety, are held and firmly bound unto

**CITY OF FAIRHOPE**

As Obligee in the full amount and just sum of five percent (5%) of amount bid (Maximum amount - \$10,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for **CITY OF FAIRHOPE BID NO. 003-14, PROJECT NO. REC-002-13, FAIRHOPE SOCCER FIELDS**

The condition of this obligation is such that:

If the aforesaid Principal shall be awarded the contract and said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void: otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/ or recovered as liquidated damages for such default.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

BY: \_\_\_\_\_ (L.S.) \_\_\_\_\_  
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) Position or Title

Attest:

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

\_\_\_\_\_  
Name of State under the laws of which incorporated

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

BY: \_\_\_\_\_  
(Attorney in Fact)

PROPOSAL WILL NOT BE ACCEPTED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY OR A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.  
PLEASE LEAVE ATTACHED IN YOUR BIDDING FORM.

**LEAVE ATTACHED IN YOUR BIDDING PROPOSAL**

**PERFORMANCE BOND**

KNOW ALL MEN: That we \_\_\_\_\_

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

\_\_\_\_\_ hereinafter called the Principal,  
and

\_\_\_\_\_

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

\_\_\_\_\_ hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope, \_\_\_\_\_ hereinafter called the 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: **FAIRHOPE BID NO. 003-14, PROJECT NO. REC-002-13 FAIRHOPE SOCCER FIELDS**, 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 the 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 and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, Doing Business As, \_\_\_\_\_

(Signature of Individual Bidder)

(Business Name)

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

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

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

BY: \_\_\_\_\_

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

\_\_\_\_\_  
(Position or Title)

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

\_\_\_\_\_  
CONTRACTOR'S STATE OF ALABAMA  
FOREIGN CORPORATION ENTITY ID  
(Required of out-of-state-vendors)

Attest:

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

\_\_\_\_\_  
(Name of State under the laws of which incorporated)

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

BY: \_\_\_\_\_  
(Attorney in Fact)

## LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are held  
and firmly bound unto said City of Fairhope hereinafter called the Obligee, in the penal  
sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
lawful money of the United States, for the payment of which sum and truly to be made, we  
bind ourselves, our heirs, personal representatives, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated  
\_\_\_\_\_ 20 \_\_\_\_\_. (Hereinafter called the Contract) **CITY OF FAIRHOPE  
BID No. 003-14 PROJECT NO. REC-002-13, FAIRHOPE SOCCER FIELDS**, which  
Contract and the Specifications for said work shall be deemed a part hereof as fully as if  
set out herein.

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

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

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

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

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

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

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

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

\_\_\_\_\_  
CONTRACTOR'S STATE OF ALABAMA  
FOREIGN CORPORATION ENTITY ID  
(Required of out-of-state-vendors)

Attest:

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

\_\_\_\_\_  
(Name of State under the laws of which incorporated)

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

BY: \_\_\_\_\_  
(Attorney in Fact)



ITEM IV

CERTIFICATE OF CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE

FORM FOR CERTIFICATE OF CONTRACTORS AND SUBCONTRACTORS  
INSURANCE TO THE CITY OF FAIRHOPE, ALABAMA

Date \_\_\_\_\_

This is to certify that the policies designated below have been issued by the \_\_\_\_\_ and are in force on the date borne by this certificate.

1. Location and designation of project:

\_\_\_\_\_

2. Name and address of insured for whom this certificate is issued:

\_\_\_\_\_

3. Type of insurance:

Limits of Liability

(a) Workmen's Compensation:

(policy number)	(exp. date)	(coverage)	(aggregate)
		(one accident)	(one person)

(b) Contractor's Public Liability:

1. Bodily Injury:

(each person)	(each occurrence)	(total coverage)
---------------	-------------------	------------------

2. Property Damage:

(each accident)	(aggregate)
-----------------	-------------

(c) Automobile (Motor Vehicle):

1. Bodily Injury:

(Each Person)	(Each Occurrence)	(Total Coverage)
---------------	-------------------	------------------

2. Property Damage:

(Each Accident)	(Aggregate)
(d) Owner's Protective Liability:	
(Each Occurrence) (Bodily Injury)	(Each Occurrence) (Property Damage)

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.

Insurer \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Representative

**ITEM V**  
**CONTRACT**

This **CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **CITY OF FAIRHOPE** (hereinafter "**OWNER**") and \_\_\_\_\_ hereinafter "**CONTRACTOR**"), on the

**PROJECT NO.: REC-002-13**

**PROJECT NAME: FAIRHOPE SOCCER FIELDS**

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

1. The contract consists of all of the items contained within this contract, bid package, Project Manual, Drawings and all addenda and amendments..
2. The **CONTRACTOR** shall perform all the **WORK** described herein, as awarded by the Fairhope City Council.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within **TEN (10)** days of the date specified in a *Notice to Proceed* (NTP) to be issued to the Contractor by the Owner, or its authorized representative. The work shall be completed, subject to authorized adjustments, within **TWO HUNDRED TEN (210) CALENDER** 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 \$1550 per working day.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** : \_\_\_\_\_  
\_\_\_\_\_. The **CONTRACTOR** shall submit to the **OWNER**, on or before the 5<sup>th</sup> day of each month, an estimated total for work performed in the previous month. The **OWNER** will hold back 5% of each monthly estimate until 50% completion of the work. The contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the

expiration of 30 days after the completion of the notice. Proof of the publication of the notice shall be made by the **CONTRACTOR** to the **OWNER** by affidavit of the publisher and a printed copy of the notice published.

5. The **CONTRACTOR** shall not commence work under this **CONTRACT** until it has purchased **INSURANCE** for protection from any and all claims that may arise out of or result from the **CONTRACTOR'S** operations under the **CONTRACT**. The **CONTRACTOR** shall maintain the required insurance in the minimum amounts as described in Item I, 1.20.

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

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

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

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

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

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

**OWNER** or separate contractors.

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

13. If the **CONTRACTOR** fails to correct defective **WORK** as set forth above or persistently fails to carry out the **WORK** in accordance with the **CONTRACT DOCUMENTS**, or fails to supply enough properly trained workers or proper materials or disregards laws, ordinances, rules or regulations, the **OWNER**, by a written order signed by its authorized agent, may order the **CONTRACTOR** to stop the **WORK**. If the **CONTRACTOR** fails within the seven (7) days after receipt of written notice to commence corrective action, the **OWNER** may, after those seven (7) days, without prejudice to any other remedy of the **OWNER**, terminate employment of the **CONTRACTOR** and take possession of the site and of all materials thereon, and may finish the work by whatever methods the **OWNER** finds expedient.

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

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

16. The **CONTRACTOR** shall be responsible for initiating, maintaining and

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

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

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

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

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

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

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

**THE CITY OF FAIRHOPE, ALABAMA**

**BY:**

**ATTEST:**

\_\_\_\_\_  
**LISA A. HANKS**  
City Clerk

\_\_\_\_\_  
**TIMOTHY M. KANT**  
Mayor

**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 Timothy M. Kant as Mayor of the City of Fairhope and 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 they executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

**CONTRACTOR**

**ATTEST:** (to Contractor)

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_

**BY:**

\_\_\_\_\_  
(Contractor's Representative)

**ITS:**

\_\_\_\_\_  
(Representative's Title)

\_\_\_\_\_  
**GENERAL CONTRACTOR'S LICENSE NUMBER (Required):**

\_\_\_\_\_  
**FOREIGN CORPORATION ENTITY ID**  
(Required of out-of-state-vendors)

**NOTARY FOR CONTRACTOR**

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

I, the undersigned authority in and for said State and County, hereby certify that \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ respectively, of \_\_\_\_\_  
\_\_\_\_\_, whose name is signed to the foregoing document and who are  
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 Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARY

PUBLIC \_\_\_\_\_

MY COMMISSION

EXPIRES: \_\_\_\_\_



VI  
SCOPE OF WORK

The project will consist of the installation of Soccer Fields on approximately 40 acres as described in the contract documents with all necessary labor, materials, and equipment necessary to install all required improvements within the allotted time. The work will consist of clearing, grubbing, top soil stripping, grading, drainage infrastructure, erosion control and coordination with the City of Fairhope for Utility and irrigation infrastructure installation, as well as grassing, base pavement, curb and gutter, sidewalks, fences, retaining walls and all other items and appurtenances required by the contract as described herein. All items of work shall be performed in a manner consistent with the referenced specifications.

**ITEM VII**  
**STANDARD TERMS AND CONDITIONS**  
**CITY OF FAIRHOPE**

**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.cofairhope.com](http://www.cofairhope.com). 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's fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

#### **26. INSPECTION**

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

#### **27. INSPECTION OF PREMISES**

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials,

or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

#### **28. INSURANCE**

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

#### **29. INVITATION TO BID**

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

#### **30. INVOICING, DELIVERY, PACKAGING**

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

#### **31. LABELING**

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

#### **30. 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.

#### **31. 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.

#### **32. 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.

#### **33. 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.

#### **34. 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.

#### **35. NON EXCLUSIVE**

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

#### **36. 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.

**37. 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.

**38. PAYMENT**

Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope  
Accounts Payable Department  
P.O. Box 429  
Fairhope, Al. 36533

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

**39. PAYMENT WITHHELD**

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

**40. 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.

**41. 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.

**42. 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.

**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. 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.

**45. PACKAGING**

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

**46. 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.

**47. 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.

**48. 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.

**49. REJECTION OF BIDS**

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an

authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

#### **50. RIGHT TO AUDIT**

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

#### **51. SAMPLES**

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

#### **52. SAFETY MEASURES**

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

#### **53. 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.

#### **54. TABULATION**

Bid results are posted on The City of Fairhope's web site: [www.cofairhope.com](http://www.cofairhope.com). The awarded vendor will be sent a written notification via mail.

#### **55. 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.

#### **56. 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.

#### **57. 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.

#### **58. 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.

#### **59. 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.

#### **60. 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.

#### **61. 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.

#### **62. 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.

**63. 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**  
**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.**

**CONTRACTOR INFORMATION**

Please print this section and turn in with your response

**Bid No 002-13 FAIRHOPE SOCCER FIELDS**

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

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

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

Form of Business Entity [check one ("X")]  
Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_  
Individual \_\_\_\_\_  
Joint Venture \_\_\_\_\_  
Other (describe): \_\_\_\_\_

Corporation Statement  
If a corporation, answer the following:  
Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_  
The corporation is held: Publicly \_\_\_  
Privately \_\_\_

Partnership Statement  
If a partnership, answer the following:  
Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_  
The partnership is: General \_\_\_  
Limited \_\_\_

Joint Venture Statement  
If a Joint Venture, answer the following:  
Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_  
No \_\_\_

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

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

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

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

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

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