

REQUEST FOR PROPOSAL
FOR
BID NO. 023-10
RFP FOR LANDSCAPING SERVICES
FOR
PUBLIC WORKS DEPARTMENT
FOR THE
CITY OF FAIRHOPE
FAIRHOPE CITY COUNCIL
Lonnie Mixon, Council President
Timothy M. Kant, Mayor

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ITEM I

ADVERTISEMENT FOR REQUEST FOR PROPOSAL (RFP)

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00P.M. September 23, 2010, and then publicity opened thereafter, for furnishing all equipment, labor and materials, and performing all work required by the City of Fairhope entitled as follows:

Bid Number 023-10, RFP FOR LANDSCAPING SERVICES

Questions or comments pertaining to this bid must be presented in writing, sent as E-mail or Faxed to the attention of the Purchasing Manager, Daniel P. Ames, e-mail: dan.ames@cofairhope.com, fax number: 251-990-0125, P.O. Drawer 429, Fairhope, Al 36533, no later than Five (5) working days prior to the bid opening or will be forever waived.

THERE WILL BE A NON-MANDATORY PREBID MEETING on Sept. 10,2010, at 10:00AM, at 555 S. Section St., Fairhope, Al.

A BID BOND IS NOT REQUIRED FOR THIS RFP.

All proposals, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "**SEALED BID**" with **RFP FOR LANDSCAPING SERVICES, BID NO. 023-10** with the, **CITY OF FAIRHOPE'S NAME AND ADDRESS** and **BIDDER'S NAME AND ADDRESS**. Each bid must be in a separate envelope. Proposals filled out in pencil will not be accepted.

The Contractor must furnish to the City of Fairhope at the time of the signing of the contract a certificate of insurance coverage, which will include comprehensive insurance, Contractor's Automobile Liability Insurance, and where applicable, Owner's Protective Liability insurance, subcontractor's public liability and property damage insurance. The right is reserved to reject any and/or all proposals and to waive informalities and to furnish any item of material or work to change the amount of the Contract. Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal.

RFP documents will be posted on the City of Fairhope Website: cofairhope.com or a copy may be obtained by e-mailing: dan.ames@cofairhope.com. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, RFP packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

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.

No proposals will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to proposal being awarded.

No proposals 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.

PUBLISH: BALDWIN COURIER

POSTED: 09-02-10
BID OPENED: 09-23-10

CITY OF FAIRHOPE, ALABAMA
BY: DANIEL P. AMES
PURCHASING MANAGER

ITEM II

INSTRUCTION TO BIDDERS

1. PREPARATIONS FOR PROPOSALS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and instruction 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 form shall be suitably filled in.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF FAIRHOPE:

- a. The City of Fairhope, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents.

3. SIGNATURE TO PROPOSALS:

- a. 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 individual signing. When requested by the City of Fairhope, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. ALTERNATE PROPOSALS:

- a. Alternate proposals will not be considered unless called for.

5. CORRECTIONS:

- a. Erasures or other changes in the proposals must be explained or noted over the signature of the bidder.

6. OWNER:

- a. Where the word "Owner" appears herein, the same refers to City of Fairhope, Alabama, and includes the Fairhope City Council, its governing body.

7. INSURANCE:
 - a. The insurance policies of any insurance company shall be an admitted carrier by the State of Alabama, will be accepted as insurance as required for any bid or contract. See the instructions (VII) hereinafter contained with respect to the type, form, and amounts of required insurance policies.

8. MARKING AND MAILING PROPOSALS:
 - a. Mark and mail proposals per the instructions in Item I, Advertisement for Request for Proposals (RFP).

9. TIME FOR RECEIVING PROPOSALS:
 - a. Proposals received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived. No responsibility will attach to the City of Fairhope, or Fairhope City Council for the premature opening of a proposal not properly addressed or identified. Unless specially authorized, telegraphic proposals will not be considered.

10. WITHDRAWAL OF PROPOSALS:
 - a. Proposals may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

11. BIDDERS PRESENT:
 - a. At the time fixed for the opening of proposals, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

12. AWARD OR REJECTION OF PROPOSALS:
 - a. The Contract will be awarded to the lowest responsible bidder complying with conditions of the request for proposal, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the proposal of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
 - b. Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all proposals.

13. ERRORS IN PROPOSALS:
 - a. Bidders or their authorized agents are expected to examine the 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, and he cannot secure relief on the plea of error in the proposal. In case of error in the extension of prices, the unit price will govern.

14. CONTRACT AND BOND:

- a. The bidder to whom award is made must, when requested, enter into written contract within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

15. COLLUSION:

- a. If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting proposals on the same or other work with the City of Fairhope.

16. SUBLETTING OR ASSIGNING OF CONTRACT:

- a. 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, of his power to execute such contract, to any person, firm or corporation without written consent of the City of Fairhope, and such written consent shall not be construed to relieve the Contractor of any responsibility for 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.

Proposal Terms and Conditions

1. The Proposal must be signed and dated by a duly authorized representative of the vendor's company who is authorized to negotiate contracts and bind the vendor. Proposals must state the representative's name and title, and the vendor's legal name and the vendor's address, telephone and facsimile numbers and e-mail address, and the name of the person who may be contacted during the evaluation of Proposals, if necessary.
2. The vendor selected to enter into a contract with the City must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract.
3. Each respondent shall disclose in its Proposal any potential conflict of interest with respect to the respondent's Proposal. For purposes hereof, a "conflict of interest" shall include any real or seeming incompatibility between the private interests of a respondent, or any of its principals, employees or agents, and the public interests or fiduciary duties of such respondent or person.
4. The submitted Proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all Proposals. Failure to complete any portion of this request may result in rejection of a Proposal.
5. Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration, if the approach clearly offers the City of Fairhope increased benefits.

6. By submitting a RFP the vendor agrees to participate in the selection process as described in this document.
7. Proposals received by the City shall become a matter of public record and subject to public inspection. If a vendor desires to keep certain information confidential, shall information shall be clearly marked in capital letters as "CONFIDENTIAL"; provided, however, and anything in this RFP to the contrary notwithstanding, each vendor understands and acknowledges that the City shall only keep information confidential to the extent it is permitted to do so under applicable law and the City cannot, and does not, make any representation or warranty with respect to maintaining the confidentiality of any information submitted in response to this RFP. The City further disclaims any liability arising from or related in any way to the disclosure of any such confidential information and, by submitting a Proposal in response to this RFP, a respondent shall be deemed to have waived and released the City from any such liability.]
8. No representations, negotiations, decisions, or actions shall be relied upon by the vendor as a result of any discussions with a City official, employee and/or consultant. Only those instructions provided in written form from the City may be relied upon. Also, the City will only consider written and signed requests from vendors.
9. The City shall not be liable for any pre-contract costs incurred by interested vendors participating in the selection process, including, but not limited to, any costs associated with Proposals submitted in response to this RFP or any costs associated with meetings, travel, or negotiations.
10. Responses submitted to this RFP shall become the property of the City and will not be returned.
11. The City reserves the right to amend this RFP by addendum, at any time, in its sole and absolute discretion, including, but not limited to, the schedule set forth herein, and the City will furnish such addenda as may be issued to those vendors being furnished with a copy of this RFP.
12. All questions and requests for clarification or interpretation must be made in writing and directed to the contact listed herein. All answers to questions, clarifications and interpretations of this RFP shall be made only by addendum issued by the City. The City will furnish such addenda as may be issued to those vendors being furnished with a copy of this RFP.
13. Each addendum issued by the City will be transmitted either by email, facsimile, United States Mail or other courier service. Any addendum so issued shall be considered a part of this RFP and each respondent shall acknowledge in its Proposal receipt of all addenda. Failure to include such acknowledgement in a Proposal may be grounds for disqualifying the vendor from further consideration.
14. The contents of each vendor's Proposal, including technical specifications for for the proposed services shall remain valid for a minimum of ninety (90) calendar days from the Proposal due date, and the Proposal may not be withdrawn during said ninety (90) day period without the prior written consent of the City.
15. The City, if it selects a vendor through this RFP process, will award a contract to a single vendor for all provisions of the RFP. Vendors may provide a Proposal that includes subcontractors, but the City will enter into a single agreement with one vendor acting as the prime contractor. The prime contractor will be responsible for fulfillment of all obligations under the contract, including but not limited to, the timeliness, quality, and deliverables provided by any subcontractors under the prime contractor's agreement.

16. Commencing with the issuance of this RFP, 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 Proposal to the City or its personnel. All communications shall be made to the contact identified herein. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.
17. By submitting a Proposal in response to this RFP, each vendor expressly represents that they have taken no exception to any term, condition, obligation or requirement contained in this RFP, unless such exception is clearly and expressly stated in its Proposal. Each vendor further represents that they will report immediately to the City in writing any errors, inconsistencies, ambiguities, or terms which limit competition or which or otherwise unlawful that they discover in this RFP and supporting documentation.
18. The City may make such independent investigations as it deems necessary to determine the capability of any vendor to perform the work, and each vendor shall furnish to the City all such information and data for this purpose as the City may request. Failure to furnish such information in a timely manner may be grounds for disqualifying the vendor from further consideration.
19. Anything in this RFP to the contrary notwithstanding, the City reserves the right at all times and in its sole and absolute discretion, to do any one or more of the following: (i) cancel this RFP, at any time; (ii) reject any and all proposals that may be submitted; (iii) negotiate with one or more of the respondents submitting Proposals until such time as a definitive agreement is reached with a respondent or until the City determines to discontinue negotiations.

Schedule

The following is the current PROJECTED schedule as defined by the City of Fairhope:

Selection Process Step	Date(s)
Release and Issuance of the Request for Proposal (RFP)	09/02/10
Non-Mandatory Pre-Bid Meeting	09/10/10
Proposals Due	09/23/10
Vendor Selection	09/29/10
Council Approval	10/11/10
Begin Implementation	12/01/10

Please provide one (1) original and five (5) copies of the Response/Proposal.

ITEM III
RESPONSE FORM

Date: ____/____/____

Bid No.: 023-10

Bid Name: RFP FOR LANDSCAPING SERVICES

Award Duration: ONE (1) year from signing date of contract, with the option to renew bid or contract for TWO (2) additional ONE (1) year periods, if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the contract.

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

The Contractor agrees to complete all the work within timeframe stated in contract, unless other arrangements are approved by the City of Fairhope.

3.1 Location: U.S. Highway 98, East & West side rights-of-way & \$_____ mo.

center median (where applicable)

From: Twin Beech Road(C.R. 44) North to State Highway 104

Estimated distance between points: 16,000 feet

Task: Mow, edge sidewalks, weed eat, litter control.

Frequency: Weekly

3.2 Location: U.S. Highway 98, East & West rights of way & \$_____ mo.

center median

From: McGowin Drive North to Twin Beech Road(C.R. 44)

From: State Highway 104 North to Gabel Street

Estimated combined distance between points: 27,000 feet

Task: comb. of bush hog, mowing, litter control, weed eat

Frequency: Weekly

3.3 Location: Thompson Hall Road, East & West rights-of-way \$_____ mo.
From: South City limit sign North to Morphy Avenue
Estimated distance: 7,000 feet
Task: Bush hog.....weekly from April-November
Task: litter control.....weekly

3.4 Location: Thompson Hall Road, East & West rights-of-way \$_____ mo.
From: Morphy Avenue North to Fairhope Avenue(CR 48)
Estimated distance: 1200 feet
Task: Mowing & litter control.....weekly

3.5 Location: State Highway 181, East & West rights-of-way \$_____ mo.
From: Bay Meadows Avenue North to Gayfer Road Ext.
Estimated distance: 7800 feet
Task: Bush hog.....weekly from April-November
Task: litter control.....weekly

3.6 Location: Windmill Road, North & South rights-of-way \$_____ mo.
From: Thompson Hall Road East to State Highway 181
Estimated distance: 2,500 feet
Task: Bush hog.....weekly from April-November
Task: litter control.....weekly

- 3.7 Location: Bay Meadows Avenue, North & South rights-of-way \$_____ mo.
 From: Thompson Hall Road East to State Highway 181
 Estimated distance: 2,500 feet
 Task: Bush hog.....weekly from April-November
 Task: litter control.....weekly
 Frequency:
- 3.8 Location: County Road 13, East and West rights-of-way \$_____ mo.
 From: From C.R. 44 North to North City limit sign
 Estimated distance: 12,000 feet
 Task: Bush hog.....weekly from April-November
 Task: litter control.....weekly
- 3.9 Location: Fairhope Avenue(CR 48), North and South rights-of-way \$_____ mo.
 From: East end of School property East to Rivermill Drive
 Estimated distance: 9,500 feet
 Task: Bush hog.....weekly from April-November
 Task: litter control.....weekly
- 3.10 Location: Fairhope Avenue(CR 48), North and South rights-of-way \$_____ mo.
 From: Bancroft Avenue East to East end of school property
 Estimated distance: 5,000 feet
 Task: Mow, edge sidewalks, weed eat, litter control.....weekly

3.11 Location: Bishop Road, North and South rights-of-way \$_____ mo.

From: Greeno Road(U.S. 98) East to County Road 13

Estimated distance: 5,000 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

3.12 Location: County Road 32, North and South rights-of-way \$_____ mo.

From: Greeno Road(U.S. 98) East to the East side of Fairhope

Airport property

Estimated distance: 3,000 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

3.13 Location: Manley Road, North and South rights-of-way \$_____ mo.

From: Greeno Road(U.S. 98) East to County Road 13

Estimated distance: 5,000 feet

Task: Bush hog.....weekly from April-November

Task: litter control and edge sidewalks.....weekly

3.14 Location: Twin Beech Road(CR 44), North and South rights-of-way \$_____ mo.

From: Greeno Road(U.S.98) East to County Road 13

Estimated distance: 5,000 feet

Task: Bush hog.....weekly from April-November

Task: Weed eat, edge sidewalks and litter control.....weekly

3.15 Location: Booth Road, East and West rights-of-way \$_____ mo.

From: Twin Beech Road(CR 44) North to Nichols Ave. Ext.

Estimated distance: 5,500 feet

Task: Bush hog..... weekly between April-November

Task: Litter control.....weekly

3.16 Location: Morphy Avenue, North and South rights-of-way \$_____ mo.

From: Liberty Street East to Greeno Road(U.S. 98)

Estimated distance: 7,000 feet

Task: Mow, edge sidewalks, litter control.....weekly

**Additional task: Arm mow North & South R.O.W. between
Mershon St. & Greeno Road.....once/year**

3.17 Location: Morphy Avenue, North & South rights-of-way \$_____ mo.
From: Greeno Road(U.S. 98) East to County Road 13
Estimated distance: 5,000 feet
Task: Bush hog from April-November.....weekly
Arm mow.....once/year
Task: Litter control.....weekly

3.18 Location: Morphy Avenue, North & South rights-of-way \$_____ mo.
From: County Road 13 East to Thompson Hall Road
Estimated distance: 2,800 feet
Task: Bush hog from April-November.....weekly
Task: Litter control.....weekly

3.19 Location: Bishop Road, East & West rights-of-way \$_____ mo.
From: Morphy Avenue North to Fairhope Avenue & from
Gayfer Rd. Extension North to Dyer road.
Estimated distance(combined): 2,000 feet
Task: Bush hog from April-November.....weekly
Task: Litter control.....weekly

3.20 Location: Bishop Road, East & West rights-of-way \$_____ mo.
From: Fairhope Avenue North to Gayfer Rd. Extension
Estimated distance: 2,800 feet
Task: Bush hog from April-November.....weekly
Task: Arm mow..... once/year
Task: litter control..... weekly

- 3.21 Location: Dyer Road, North & South rights-of-way \$_____ mo.
 From: Greeno Road(U.S. Highway 98) East to dead end
 Estimated distance: 2,800 feet
 Task: Bush hog from April-November.....weekly
 Task: Litter control.....weekly
- 3.22 Location: Jubilee Trace, East & West rights-of-way \$_____ mo.
 From: Gayfer Avenue Extension North to Dyer Road
 Estimated distance: 1,200 feet
 Task: Bush hog from April-November.....weekly
 Task: Litter control.....weekly
- 3.23 Location: Volanta Avenue, North & South rights-of-way \$_____ mo.
 From: Fairhope Yacht Club East to Section Street
 Estimated distance: 1,700 feet
 Task: Mow and litter control.....weekly
- 3.24 Location: Volanta Avenue, North & South rights-of-way \$_____ mo.
 From: Section Street East to Greeno Road(U.S. 98)
 Estimated distance: 4,000 feet
 Task: Mow and litter control.....weekly
 Task: Arm mow.....once/year
- 3.25 Location: Gayfer Avenue, North & South rights-of-way \$_____ mo.
 From: Patlynn Drive East to Greeno Road(U.S. Highway 98)
 Estimated distance: 2,800 feet
 Task: Mowing & litter control.....weekly

3.26 Location: Gayfer Avenue Extension, North & South \$_____mo.

rights-of-way

From: Greeno Road(U.S. Highway 98) East to Bishop Rd.

Estimated distance: 2,900 feet

Task: Bush hog from April-November.....weekly

Task: Arm mower.....once/year

Task: Litter control.....weekly

3.27 Location: Gayfer Avenue Extension, North & South \$_____mo.

rights-of-way

From: Bishop Road East to State Highway 181

Estimated distance: 8,000 feet

Task: Bush hog from April-November.....weekly

Task: Litter control.....weekly

3.28 Edwards Avenue, North & South rights-of-way \$_____mo.

From: Greeno Road(U.S. Highway 98) East to Bishop Rd.

Estimated distance: 4,000 feet

Task: Mow and litter control weekly

3.29 Location: Plantation Blvd, North & South rights-of-way \$_____mo.

From: Greeno Road(U.S. 98) East to end of road

Estimated distance: 3,000 feet

Task: Mow and litter control.....weekly

- 3.30 Location: Nichols Avenue, North & South rights-of-way \$_____ mo.
 From: S. Summit Street East to Section Street & from
 Ingleside Ave. East to Greeno rd.
 Estimated combined distance: 7,500 feet
 Task: Mow and litter control.....weekly
- 3.31 Location: Nichols Avenue, North and South rights-of-way \$_____ mo.
 From: Section St. East to Ingleside Avenue
 Estimated distance: 5,300 feet
 Task: Mow and litter control.....weekly
 Arm Mow.....once/year
- 3.32 Location: Nichols Avenue Extension, North & South \$_____ mo.
 rights-of-way
 From: Greeno Road East to Booth Road
 Estimated distance: 2,500 feet
 Task: Mow from April-November.....weekly
 Task: Litter control.....weekly
 Task: Arm mow.....once/year
- 3.33 Location: Middle Street, East & West rights-of-way \$_____ mo.
 From: West end of Road East to Spring Run entrance
 Estimated distance: 5,000 feet
 Task: Mow and litter control.....weekly
 Task: Arm mow from April-November (from Mershon to
 Ingleside Ave, appx. 1,200 feet).....once/year

- 3.34 Location: Fairland Avenue, North & South rights-of-way \$_____ mo.
 From: Section St. East to Young Street
 Estimated distance: 2,700 feet
 Task: Mow & litter control.....weekly
- 3.35 Location: Dogwood Avenue, North and South rights-of-way \$_____ mo.
 (includes alley between Fairland and Dogwood)
 From: Section St. East to Fairland Avenue
 Estimated distance: 1,500 feet
 Task: Mow and litter control.....weekly
- 3.36 Location: Ingleside Avenue, East and West rights-of-way \$_____ mo.
 From: Twin Beech Road(CR 44) North to Gayfer Avenue
 Estimated distance: 10,500 feet
 Task: Mow and litter control.....weekly
- 3.37 Location: Young Street, East and West rights-of-way \$_____ mo.
 From: Twin Beech Road(CR 44) North to Fairland Avenue
 Estimated distance: 4,200 feet
 Task: Bush hog from April-November.....weekly
 Task: Litter control.....weekly
- 3.38 Location: Greeno Lane, North and South rights-of-way \$_____ mo.
 From: Ingleside Ave. East to Greeno Road(U.S. Hwy 98)
 Estimated distance: 1,500 feet
 Task: Bush hog from April-November.....weekly

- 3.39 Location: S. School Street, East & West rights-of-way \$_____mo.
From: Morphy Ave. North to Fairhope Avenue
Estimated distance: 1,250 feet
Task: Mow and litter control.....weekly
- 3.40 Location: Brown Street, East & West rights-of-way \$_____mo.
From: Morphy Ave. North to Fairhope Avenue
Estimated distance: 1,250 feet
Task: Mow and litter control.....weekly
- 3.41 Location: Mershon Avenue, East & West rights-of-way \$_____mo.
From: Morphy Avenue North to Fairhope Avenue
Estimated distance: 1,500 feet
Task: Mow & litter control.....weekly
- 3.42 Location: Blue Island Avenue, East & West rights-of-way \$_____mo.
From: Fairhope Avenue North to Gayfer Avenue
Estimated distance: 2,800 feet
Task: Mow & litter control.....weekly
- 3.43 Location: Bayou Drive, North & South rights-of-way \$_____mo.
From: Section Street East to Fairwood Blvd.
Estimated distance: 1,800 feet
Task: Mow, weed eat, edge sidewalks and
litter control.....weekly

- 3.44 Location: Fairwood Boulevard, North & South rights-of-way & median \$_____ mo.
 From: Fairhope Avenue West to Section Street
 Estimated distance: 3,200 feet
 Task: Mow, edge sidewalks and litter control....weekly
- 3.45 Location: Patlynn Drive, east & West rights-of-way \$_____ mo.
 From: Fairwood Blvd. North to dead end of street
 Estimated distance: 5,500 feet
 Task: Mow, edge sidewalks and litter control.....weekly
- 3.46 Location: Veterans Blvd., North & South rights-of-way \$_____ mo.
 From: North Section Street Northeast to U.S. Highway 98
 (includes "Welcome To Fairhope" sign area)
 Estimated distance: 2,800 feet
 Task: Mow, weed eat and litter control.....weekly
- 3.47 Location: Main Street, East and West rights-of-way \$_____ mo.
 From: North Section Street North to Gabel Street
 Estimated distance: 11,500 feet
 Task: Mow and litter control.....weekly
- 3.48 Location: Seacliff Drive, East & West rights-of-way \$_____ mo.
 From: Main Street South to end of road
 Estimated distance: 4,200 feet
 Task: Mow and litter control.....weekly

3.49 Location: North Mobile Street, East & West rights-of-way \$_____ mo.
From: South dead end of street North to North dead end of street
Estimated distance: 2,900 feet
Task: Mow and litter control.....weekly

3.50 Location: Grand Avenue, North & South rights-of-way \$_____ mo.
From: N. Section Street East to dead end of street
Estimated distance: 1,650 feet
Task: Mow and litter control.....weekly

3.51 Location: South Mobile Street(Scenic U.S. 98), \$_____ mo.
East & West rights-of-way
From: Grand Hotel North to Fairhope Avenue
AND C.R. 44, from Scenic 98 to Point Clear Court
Estimated distance: 17,000 feet
Task: Mow, weed eat, edge sidewalks and
litter control.....weekly
Additional task: Arm mow appx. 4500 feet.....twice/year

3.52 Location: Bluff at North Beach Park \$_____ mo.
From: Fairhope Avenue North to end of City property line
Estimated distance: 2,000 feet
Task: Arm Mow.....once/year

- 3.53 Location: Laurel Avenue, East & West rights-of-way \$_____ mo.
 From: South Mobile Street East to Liberty Street
 Estimated distance: 2,000 feet
 Task: Mow and litter control.....weekly
- 3.54 Location: S. Church Street, East & West rights-of-way \$_____ mo.
 From: South dead end of street North to Nichols Avenue
 Estimated distance: 3,000 feet
 Task: Mow and litter control.....weekly
- 3.55 Location: Southern Run, East & West rights-of-way \$_____ mo.
 From: Third Street North to Pecan Avenue
 (includes Echo Lane median)
 Estimated distance: 1,500 feet
 Task: Mow and litter control.....weekly
- 3.56 Location: Pier Avenue, North & South rights-of-way \$_____ mo.
 From: Kumquat Street East to Liberty Street
 Estimated distance: 1,500 feet
 Task: Mow and litter control.....weekly
- 3.57 Location: Nichols Avenue, North & South rights-of-way \$_____ mo.
 From: South Mobile Street East to Equity Street
 Estimated distance: 2,000 feet
 Task: Mow and litter control.....weekly

- 3.58 Location: Cliff Drive, North & South rights-of-way \$_____ mo.
 From: South Mobile Street East to South Bayview Drive
 Estimated distance: 1,500 feet
 Task: Mow and litter control.....weekly
- 3.59 Location: Perdido Avenue, North & South rights-of-way \$_____ mo.
 From: North Section Street West to North Mobile Street
 Estimated distance: 1,400 feet
 Task: Mow and litter control.....weekly
- 3.60 Location: Seminole Avenue, North & South rights-of-way \$_____ mo.
 From: North Section Street West to North Mobile Street
 Estimated distance: 1,300 feet
 Task: Mow and litter control.....weekly
- 3.61 Location: Tensaw Avenue, North & South rights-of-way \$_____ mo.
 From: North Section Street West to North Mobile Street
 Estimated distance: 1,200 feet
 Task: Mow and litter control.....weekly
- 3.62 Location: North and South Section Street, \$_____ mo.
 East & West rights-of-way and medians
 From: Twin Beech Road(CR 44) North to Morphy Avenue
 AND

From: Oak Street North to Veterans Drive

Estimated combined distance: 17,500 feet

**Task: Mow, weedeat, edge sidewalks and
litter control.....weekly**

**Additional task: arm mow
approximately 12,500 feet.....once/year**

3.63 Location: State Highway 104, North & South rights-of-way \$_____mo.

From: 200' East and 200' West of Country Woods Drive

Estimated distance: 400'

Task: Mow and litter control.....weekly

3.64 Location: Pecan Street, North & South rights-of-way \$_____mo.

From: S. Section Street west to Kirkman Lane

Estimated distance: 2200 feet

Task: Mow and litter control.....weekly

3.65 Location: Jasmine Park \$_____mo.

Task: Mow and litter control.....weekly

3.66 Location: Myrtle Street, East and West rights-of-way \$_____mo.

From: Yupon Street to Olive Street

Estimated distance: 1000 feet

Task: Mow and litter control.....weekly

- 3.67 Location: Simon Street, East and West rights-of-way \$_____ mo.
 From: Gayfer Street to Edwards Avenue
 Estimated distance: 1500 feet
 Task: Mow and litter control.....weekly
- 3.68 Location: Central Blvd., North and South rights-of-way \$_____ mo.
 From: Westley St. east to Ingleside Ave.
 Estimated distance: 1500 feet
 Task: Mow and litter control..... weekly
- 3.69 Location: Westley Street, East and West rights-of-way \$_____ mo.
 From: Central Blvd. south to Gayfer Avenue
 Estimated distance: 1800 feet
 Task: Mow & litter control.....weekly
- 3.70 Location: Pensacola Avenue, East & West rights-of-way \$_____ mo.
 From: N. Section Street southeast to Grand Avenue
 Estimated distance: 1000 feet
 Task: Mow and litter control.....weekly
- 3.71 Location: Bancroft Street, East and West rights-of-way \$_____ mo.
 From: Magnolia Street north to Bayou Street
 Estimated distance: 1600 feet
 Task: Mow and litter control.....weekly

3.72 Location: City property on North side of Fairhope \$_____ mo.
Public Library
Task: Mow and litter control.....weekly

3.73 Location: Stimpson Street, North and \$_____ mo.
South rights-of-way
From: N. School Street east to dead end
Estimated distance: 1000 feet
Task: Mow and litter control.....weekly

3.74 Location: Melvin Lane, East and West rights-of-way \$_____ mo.
From: Middle Street south to City limit
Estimated distance: 1000 feet
Task: Mow and litter control.....weekly

3.75 Location: All City facilities..... \$_____ mo.
Public Services facility(warehouse).....S. Section Street
Animal shelter.....S. Section Street
Mechanics shop.....S. Section Street
City Hall..... corner of Oak and N. Section Streets
James Nix Center.....Bayou Street
Fairhope Public Library.....Fairhope Avenue
Boys and Girls Club.....Young Street
White Avenue Public Access.....S. Mobile Street
Fairhope Airport sign area.....C.R. 32

Pier Street Public Access.....S. Mobile Street
 Municipal Pier (to exclude Rose Garden), North Beach Park &
 South Beach Park.....foot of Fairhope Avenue
 N. Bayview Park.....N. Bayview Drive
 Community Park.....corner of Morphy & Church
 Knoll Park.....Fairhope & Magnolia Ave's.
 Henry George park.....Firemans Hall
 Orange Street Park.....S. Mobile Street
 Fels Children's Park.....Fels Avenue
 Marietta Johnson Park.....S. Mobile Street

Task: Mow, weedeat, litter control.....weekly

3.76 Location: City of Fairhope Recreational Parks \$_____mo.

Founders Park.....C.R. 44 and Founders Drive
 Barnwell Fields.....Scenic(Alternate) 98
 Stimpson Field.....Morphy and Meshon Ave's.
 Volanta Park.....U.S. Highway 98

3.77 RATES FOR HOURLY SERVICE:

- 1. Mowing \$_____
- 2. Weed Eating \$_____
- 3. Edging \$_____
- 4. Herbicide Spraying \$_____
- 5. Arm Mowing \$_____
- 6. Bush Hogging \$_____

The above bid is made on behalf of _____
 111-19

_____ and no others. Evidence of MY / OUR authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm, or corporation. I / WE certify that I / WE have carefully examined the specifications hereto attached. I / WE propose to furnish all necessary labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined and in the manner specified within this contract.

Bidder (Corporation)

(Signature)

(Business Address – Street)

(Business Address – City, State, zip)

(Phone) _____ Fax _____ Alabama License No. _____

Attest: _____ Incorporation in _____

(Corporate Officer Signature, not bidder)

(State)

Federal ID Number _____

THIS MUST BE NOTARIZED!

STATE OF _____ }

} ss:

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 Notaries Seal on this _____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ITEM IV

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ of
(Name of Contractor)

(Address)

as Principal, and _____ of
(Name of Surety)

_____, as Surety, are held
(Address)

WAIVED

firmly bound unto CITY OF FAIRHOPE, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of FIVE PERCENT (5%) OF, _____ 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

BID NO. 023-10, RFP FOR LANSCAPING SERVICES

The Conditions of this obligation is such that if the aforesaid Principal shall be awarded the contract the 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 of and conditions of the Contract, than this obligation to 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 bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered

Date _____

(Contracting Firm)

(Principal)

(Witness as to Principal)

(Name of Surety) (SEAL)

(Witness to Surety)

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY

ITEM V
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
_____ 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: **Bid No. 023-10, LANDSCAPING SERVICES** 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 there under 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.

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

Business Name _____

(Individual principal's signature) _____ (SEAL)

(Individual principal's printed name) _____ (SEAL)

(Individual principal's signature) _____ (SEAL)

(Individual principal's printed name) _____ (SEAL)

(Individual principal's signature) _____(SEAL)

(Individual principal's printed name) _____(SEAL)

In the presence of:

(Witness) _____

(Witness) _____

(Corporate principal signs here)

(Corporation Name) _____

(Corporate principal's signature) _____

(Corporate principal's printed name) _____

(Attest) _____

(Surety signs here) _____

(Witness to Surety) _____

VI

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal, and
_____ as Surety, are held and firmly bound
unto said City of Fairhope hereinafter called the Obligee, in the penal sum of
_____ Dollars (\$ _____)

WAIVED

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) for **Bid No. 023-10, LANDSCAPING SERVICES** 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 attorneys' 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 City of Fairhope or their successors or representatives 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".

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

Business Name _____

(Individual principal's signature) _____ (SEAL)

(Individual principal's printed name) _____ (SEAL)

(Individual principal's signature) _____ (SEAL)

(Individual principal's printed name) _____ (SEAL)

(Individual principal's signature) _____ (SEAL)

(Individual principal's printed name) _____ (SEAL)

In the presence of:

(Witness) _____

(Witness) _____

(Corporate principal signs here)

(Corporation Name) _____

(Corporate principal's signature) _____

(Corporate principal's printed name) _____

(Attest) _____

(Surety signs here) _____

(Witness to Surety) _____

ITEM VII
INSURANCE REQUIREMENTS:

1. Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as “additionally insured” on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

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 HAVE 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

5. 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.

ITEM VIII
SCOPE OF WORK AND SPECIFICATIONS
FOR
BID NO. 023-10
RFP FOR LANDSCAPING SERVICES

FOR
THE PUBLIC WORKS DEPARTMENT
FOR
THE CITY OF FAIRHOPE, AL

SCOPE

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

Minimum specifications MUST be met. Additional features and/or capabilities not included in the specifications may be included in the bid.

The City of Fairhope reserves the right to reject any or all bids for any reason.

QUOTE EVALUATION:

Each response will be reviewed prior to the selection process for completeness and adherence to format. Failure to complete all instructions and supply all required submittals may result in the vendor being declared non-responsive.

SPECIFICATIONS:

1.0.0 GENERAL DESCRIPTION OF SERVICES

1.1.0 The purpose of this RFP is to acquire competitive proposals from local firms engaged in general landscaping services. As described later in this document, proposers will be required to provide all labor, materials, supervision, equipment and services as may be required or requested for the mowing of weeds and grass at a 2"-3" cutting height(unless specified otherwise), weed eating/trimming of grass and weeds around trees, fences ,posts, signs, fire hydrants, poles, etc.; edging of concrete paved sidewalks and flower beds; chemical herbicide application(as directed only); and the cleaning & removal of litter/garbage. Chemical herbicide and or growth retardant application will be closely managed by the City of Fairhope Program Manager, and may or may not require involvement with the Contractor. No herbicide, or growth retardant, will be applied anywhere inside the City limits of Fairhope without specific written instructions from the Program Manager. Violations of the herbicide/retardant directions as previously stated can result in immediate termination of this contract.

1.2.0 As described in detail in specifications which follow, there are additional service functions such as bush-hogging and arm mowing to be performed.

2.0.0 WORK REQUIREMENTS

2.1.0 Grass Mowing

Grass mowing cycles are described below in Section 4.0.0 of this document. The Contractor shall mow all grass and weeds, including trimming around trees, fences, posts, poles, utility structures, fire hydrants, etc. on City owned, or City maintained rights-of-way as described in Section 8.0.0 below. Turf shall be mowed as necessary to maintain a neat appearance. Cutting height shall be maintained between 2”to 3”(unless otherwise specified). Additions or eliminations of mowing cycles, or areas to be mowed, shall be at the sole discretion of the City Program Administrator. All properties shall be cleaned of visible loose litter/garbage(including paper, glass, plastic, metal, etc) that would be shredded or scattered during mowing operations prior to any mowing activity commencing in that area. All cleaning and disposing of said debris shall be the sole responsibility of the Contractors’ (or his Sub-Contractor’s)work force without additional cost to the City of Fairhope. Hidden litter/garbage shredded and/or scattered during mowing operations shall be raked, bagged and removed by the Contractor’s workforce immediately after mowing. **All bags shall be removed from the said parcel by the end of the work day. Failure to clean the parcel prior to mowing will result in a stop work order until all litter and debris removal is completed. A \$100.00 incident fee will be assessed for each incident of mowing through litter or for leaving trash bags on rights-of-way overnight.**

2.1.1 Trimming/Weedeating/Edging

Trimming/weedeating/edging around trees, shrubs, landscape beds, fence lines, guard rails, signs & sign posts, sidewalks, utility poles, utility structures and other improvements/structures shall be performed during the respective mowing cycle of said parcel or right-of-way. Any vegetation not cut by the mowing operation located adjacent to, above or hanging over the curb line must be trimmed during that respective mowing cycle. Trimming/weedeating/edging shall be done in a controlled manner so as not to damage trees, shrubs, vehicles, adjacent houses or other private property, etc. or endanger motorists and pedestrians.

2.1.2 Equipment Requirements

Equipment in inventory, or to be leased/purchased upon award of this contract, and committed for specific use on this contract, must be declared by the Contractor on the “INVENTORY OF EQUIPMENT” section of this document. All equipment to be used on this contract shall be, at minimum, commercial grade equipment. Residential grade mowers, etc. are not acceptable for use on this contract.

3.0.0 LOCATION OF WORK

3.1.0 Execution of services will be performed in/on/within City of Fairhope rights-of-way and in/on/within those rights-of-way where the City of Fairhope has an in place maintenance agreement with the State of Alabama and is specifically defined later in this document. There will be no work allowed on private property whatsoever in conjunction with the execution of this contract. Executing work on private property, while performing services under the confines of this contract, at the sole discretion of the City of Fairhope, may result in the immediate termination of this contract.

4.0.0 FREQUENCY OF SERVICES

4.1.0 The basic Scope of services as described above shall be provided on a year round basis, at a frequency indicated in the specifications which follow. Frequencies, as shown in the specifications which follow, refer specifically to a calendar period which begins at the beginning of a said week/month and ends at the end of said week/month. Weekly services should be performed every 6-7 days apart and monthly services should be performed every 25-30 days. Services under this contract shall be performed Monday thru Fridays only, unless otherwise directed and/or approved by the City of Fairhope program manager.

4.2.0 Inclement Weather/Holidays: In the event of inclement weather during a given performance cycle, the maximum allowable rain days will be three. In the event of severe weather, additional rain days may be granted at the sole discretion of the City of Fairhope program Administrator. All requests for rain days must be submitted in writing at the mowing cycle end date. The City of Fairhope recognizes certain holidays, and a given mowing cycle can be extended as a result of a holiday falling within a work week. Time extensions, granted by the Program Administrator, do not and shall not entitle the Contractor to any additional compensation for any reason whatsoever. The Contractor assumes all risk of loss or additional costs caused by or in any way related to inclement weather.

5.0.0 SPECIAL CONTRACTOR RESPONSIBILITIES

5.1.0 All Contractors submitting proposals in response to this document will furnish a copy of their current City of Fairhope business license and a current Chemical Applicators license attached to their completed RFP document. All employees of said Contractor shall possess, and maintain on their person at all times, the appropriate licensure for the operation of machinery/equipment for which they are operating. There shall be at least one employee on each Contractors crew that speaks fluent English.

6.0.0 SPECIFIC CONTRACTOR LIABILITIES

6.1.0 The Contractor should understand that, amongst other liabilities which are an integral part of this type of business, he shall be liable for damages to public property such as signage, trees, shrubs, telephone poles and/or guide wires, power poles and/or guide wires, any public or private utility service, concrete curbing and other infrastructure during the execution of this contract. As well, all damages to private property such as, but not limited to, mailboxes, vehicles and vehicle windows, residential windows, etc. shall remain the liability of the Contractor during his execution of this contract. The Contractor shall remain liable for any injuries caused to either themselves, or any citizen, as a result of executing any part or phase of this contract.

7.0.0 SPECIFIC SAFETY RULES REQUIRED DURING CONTRACT EXECUTION

7.1.0 All Contractor employees performing work within the City limits of Fairhope are required to wear reflective traffic vests at all times while performing work on/in/within rights-of-way listed in this document. As well, all Contractor equipment being used within our rights-of-way will have at least one(1) amber strobe light and one(1) clear strobe light in operation at all times. All employees of Contractor shall wear a badge on their person at all times, on which shall be the name of the Contractors company, the employee full name and effective employment date with the Contractor while performing work under this contract.

8.0.0 SPECIFICATIONS & DEFINITIVE SCOPE OF SERVICE

8.0.1 Note to Contractors: Estimated distances reflected below are exactly that, estimated. It is the responsibility of each contractor proposing a price for this work to physically measure these streets for the purpose of accurately proposing a price for said work. Contractors are responsible for confirming the following scopes of work for themselves, in particular those line items such as City Facilities/Parks and Recreational Park facilities.

**8.1 Location: U.S. Highway 98, East & West side rights-of-way &
center median**

From: Twin Beech Road(C.R. 44) North to State Highway 104

Estimated distance between points: 16,000 feet

Task: Mow, edge sidewalks, weed eat, litter control.

Frequency: Weekly

**8.2 Location: U.S. Highway 98, East & West rights of way &
center median**

From: McGowin Drive North to Twin Beech Road(C.R. 44)

From: State Highway 104 North to Gabel Street

Estimated combined distance between points: 27,000 feet

Task: comb. of bush hog, mowing, litter control, weed eat

Frequency: Weekly

8.3 Location: Thompson Hall Road, East & West rights-of-way

From: South City limit sign North to Morphy Avenue

Estimated distance: 7,000 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

8.4 Location: Thompson Hall Road, East & West rights-of-way

From: Morphy Avenue North to Fairhope Avenue(CR 48)

Estimated distance: 1200 feet

Task: Mowing & litter control.....weekly

8.5 Location: State Highway 181, East & West rights-of-way

From: Bay Meadows Avenue North to Gayfer Road Ext.

Estimated distance: 7800 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

8.6 Location: Windmill Road, North & South rights-of-way

From: Thompson Hall Road East to State Highway 181

Estimated distance: 2,500 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

8.7 Location: Bay Meadows Avenue, North & South rights-of-way

From: Thompson Hall Road East to State Highway 181

Estimated distance: 2,500 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

Frequency:

8.8 Location: County Road 13, East and West rights-of-way

From: From C.R. 44 North to North City limit sign

Estimated distance: 12,000 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

8.9 Location: Fairhope Avenue(CR 48), North and South rights-of-way

From: East end of School property East to Rivermill Drive

Estimated distance: 9,500 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

8.10 Location: Fairhope Avenue(CR 48), North and South rights-of-way

From: Bancroft Avenue East to East end of school property

Estimated distance: 5,000 feet

Task: Mow, edge sidewalks, weed eat, litter control.....weekly

8.11 Location: Bishop Road, North and South rights-of-way

From: Greeno Road(U.S. 98) East to County Road 13

Estimated distance: 5,000 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

8.12 Location: County Road 32, North and South rights-of-way

From: Greeno Road(U.S. 98) East to the East side of Fairhope

Airport property

Estimated distance: 3,000 feet

Task: Bush hog.....weekly from April-November

Task: litter control.....weekly

8.13 Location: Manley Road, North and South rights-of-way

From: Greeno Road(U.S. 98) East to County Road 13

Estimated distance: 5,000 feet

Task: Bush hog.....weekly from April-November

Task: litter control and edge sidewalks.....weekly

**8.14 Location: Twin Beech Road(CR 44), North and South
rights-of-way**

From: Greeno Road(U.S.98) East to County Road 13

Estimated distance: 5,000 feet

Task: Bush hog.....weekly from April-November

Task: Weed eat, edge sidewalks and litter control.....weekly

8.15 Location: Booth Road, East and West rights-of-way

From: Twin Beech Road(CR 44) North to Nichols Ave. Ext.

Estimated distance: 5,500 feet

Task: Bush hog..... weekly between April-November

Task: Litter control.....weekly

8.16 Location: Morphy Avenue, North and South rights-of-way
From: Liberty Street East to Greeno Road(U.S. 98)
Estimated distance: 7,000 feet
Task: Mow, edge sidewalks, litter control.....weekly
Additional task: Arm mow North & South R.O.W. between
Mershon St. & Greeno Road.....once/year

8.17 Location: Morphy Avenue, North & South rights-of-way
From: Greeno Road(U.S. 98) East to County Road 13
Estimated distance: 5,000 feet
Task: Bush hog from April-November.....weekly
Arm mow.....once/year
Task: Litter control.....weekly

8.18 Location: Morphy Avenue, North & South rights-of-way
From: County Road 13 East to Thompson Hall Road
Estimated distance: 2,800 feet
Task: Bush hog from April-November.....weekly
Task: Litter control.....weekly

8.19 Location: Bishop Road, East & West rights-of-way
From: Morphy Avenue North to Fairhope Avenue & from
Gayfer Rd. Extension North to Dyer road.
Estimated distance(combined): 2,000 feet
Task: Bush hog from April-November.....weekly
Task: Litter control.....weekly

8.20 Location: Bishop Road, East & West rights-of-way
From: Fairhope Avenue North to Gayfer Rd. Extension
Estimated distance: 2,800 feet
Task: Bush hog from April-November.....weekly
Task: Arm mower..... once/year
Task: litter control..... weekly

8.21 Location: Dyer Road, North & South rights-of-way
From: Greeno Road(U.S. Highway 98) East to dead end
Estimated distance: 2,800 feet
Task: Bush hog from April-November.....weekly
Task: Litter control.....weekly

8.22 Location: Jubilee Trace, East & West rights-of-way
From: Gayfer Avenue Extension North to Dyer Road
Estimated distance: 1,200 feet
Task: Bush hog from April-November.....weekly
Task: Litter control.....weekly

8.23 Location: Volanta Avenue, North & South rights-of-way
From: Fairhope Yacht Club East to Section Street
Estimated distance: 1,700 feet
Task: Mow and litter control.....weekly

- 8.24 Location: Volanta Avenue, North & South rights-of-way**
From: Section Street East to Greeno Road(U.S. 98)
Estimated distance: 4,000 feet
Task: Mow and litter control.....weekly
Task: Arm mow.....once/year
- 8.25 Location: Gayfer Avenue, North & South rights-of-way**
From: Patlynn Drive East to Greeno Road(U.S. Highway 98)
Estimated distance: 2,800 feet
Task: Mowing & litter control.....weekly
- 8.26 Location: Gayfer Avenue Extension, North & South**
rights-of-way
From: Greeno Road(U.S. Highway 98) East to Bishop Rd.
Estimated distance: 2,900 feet
Task: Bush hog from April-November.....weekly
Task: Arm mow.....once/year
Task: Litter control.....weekly
- 8.27 Location: Gayfer Avenue Extension, North & South**
rights-of-way
From: Bishop Road East to State Highway 181
Estimated distance: 8,000 feet
Task: Bush hog from April-November.....weekly
Task: Litter control.....weekly

- 8.28 Edwards Avenue, North & South rights-of-way**
From: Greeno Road(U.S. Highway 98) East to Bishop Rd.
Estimated distance: 4,000 feet
Task: Mow and litter control weekly
- 8.29 Location: Plantation Blvd, North & South rights-of-way**
From: Greeno Road(U.S. 98) East to end of road
Estimated distance: 3,000 feet
Task: Mow and litter control.....weekly
- 8.30 Location: Nichols Avenue, North & South rights-of-way**
From: S. Summit Street East to Section Street & from
Ingleside Ave. East to Greeno rd.
Estimated combined distance: 7,500 feet
Task: Mow and litter control.....weekly
- 8.31 Location: Nichols Avenue, North and South rights-of-way**
From: Section St. East to Ingleside Avenue
Estimated distance: 5,300 feet
Task: Mow and litter control.....weekly
Arm Mow.....once/year

**8.32 Location: Nichols Avenue Extension, North & South
rights-of-way**

From: Greeno Road East to Booth Road

Estimated distance: 2,500 feet

Task: Mow from April-November.....weekly

Task: Litter control.....weekly

Task: Arm mow.....once/year

8.33 Location: Middle Street, East & West rights-of-way

From: West end of Road East to Spring Run entrance

Estimated distance: 5,000 feet

Task: Mow and litter control.....weekly

**Task: Arm mow from April-November (from Mershon to
Ingleside Ave, appx. 1,200 feet).....once/year**

8.34 Location: Fairland Avenue, North & South rights-of-way

From: Section St. East to Young Street

Estimated distance: 2,700 feet

Task: Mow & litter control.....weekly

**8.35 Location: Dogwood Avenue, North and South rights-of-way
(includes alley between Fairland and Dogwood)**

From: Section St. East to Fairland Avenue

Estimated distance: 1,500 feet

Task: Mow and litter control.....weekly

- 8.36 Location: Ingleside Avenue, East and West rights-of-way**
From: Twin Beech Road(CR 44) North to Gayfer Avenue
Estimated distance: 10,500 feet
Task: Mow and litter control.....weekly
- 8.37 Location: Young Street, East and West rights-of-way**
From: Twin Beech Road(CR 44) North to Fairland Avenue
Estimated distance: 4,200 feet
Task: Bush hog from April-November.....weekly
Task: Litter control.....weekly
- 8.38 Location: Greeno Lane, North and South rights-of-way**
From: Ingleside Ave. East to Greeno Road(U.S. Hwy 98)
Estimated distance: 1,500 feet
Task: Bush hog from April-November.....weekly
- 8.39 Location: S. School Street, East & West rights-of-way**
From: Morphy Ave. North to Fairhope Avenue
Estimated distance: 1,250 feet
Task: Mow and litter control.....weekly
- 8.40 Location: Brown Street, East & West rights-of-way**
From: Morphy Ave. North to Fairhope Avenue
Estimated distance: 1,250 feet
Task: Mow and litter control.....weekly

- 8.41 Location: Mershon Avenue, East & West rights-of-way**
From: Morphy Avenue North to Fairhope Avenue
Estimated distance: 1,500 feet
Task: Mow & litter control.....weekly
- 8.42 Location: Blue Island Avenue, East & West rights-of-way**
From: Fairhope Avenue North to Gayfer Avenue
Estimated distance: 2,800 feet
Task: Mow & litter control.....weekly
- 8.43 Location: Bayou Drive, North & South rights-of-way**
From: Section Street East to Fairwood Blvd.
Estimated distance: 1,800 feet
Task: Mow, weed eat, edge sidewalks and
litter control.....weekly
- 8.44 Location: Fairwood Boulevard, North & South**
rights-of-way & median
From: Fairhope Avenue West to Section Street
Estimated distance: 3,200 feet
Task: Mow, edge sidewalks and litter control....weekly
- 8.45 Location: Patlynn Drive, east & West rights-of-way**
From: Fairwood Blvd. North to dead end of street
Estimated distance: 5,500 feet
Task: Mow, edge sidewalks and litter control.....weekly

- 8.46 Location: Veterans Blvd., North & South rights-of-way**
From: North Section Street Northeast to U.S. Highway 98
(includes “Welcome To Fairhope” sign area)
Estimated distance: 2,800 feet
Task: Mow, weed eat and litter control.....weekly
- 8.47 Location: Main Street, East and West rights-of-way**
From: North Section Street North to Gabel Street
Estimated distance: 11,500 feet
Task: Mow and litter control.....weekly
- 8.48 Location: Seacliff Drive, East & West rights-of-way**
From: Main Street South to end of road
Estimated distance: 4,200 feet
Task: Mow and litter control.....weekly
- 8.49 Location: North Mobile Street, East & West rights-of-way**
From: South dead end of street North to North dead
end of street
Estimated distance: 2,900 feet
Task: Mow and litter control.....weekly
- 8.50 Location: Grand Avenue, North & South rights-of-way**
From: N. Section Street East to dead end of street
Estimated distance: 1,650 feet
Task: Mow and litter control.....weekly

- 8.51 Location: South Mobile Street(Scenic U.S. 98),
East & West rights-of-way
From: Grand Hotel North to Fairhope Avenue
AND C.R. 44, from Scenic 98 to Point Clear Court
Estimated distance: 17,000 feet
Task: Mow, weed eat, edge sidewalks and
litter control.....weekly
Additional task: Arm mow appx. 4500 feet.....twice/year**
- 8.52 Location: Bluff at North Beach Park
From: Fairhope Avenue North to end of City property line
Estimated distance: 2,000 feet
Task: Arm Mow.....once/year**
- 8.53 Location: Laurel Avenue, East & West rights-of-way
From: South Mobile Street East to Liberty Street
Estimated distance: 2,000 feet
Task: Mow and litter control.....weekly**
- 8.54 Location: S. Church Street, East & West rights-of-way
From: South dead end of street North to Nichols Avenue
Estimated distance: 3,000 feet
Task: Mow and litter control.....weekly**
- 8.55 Location: Southern Run, East & West rights-of-way
From: Third Street North to Pecan Avenue
(includes Echo Lane median)
Estimated distance: 1,500 feet
Task: Mow and litter control.....weekly**

- 8.56 Location: Pier Avenue, North & South rights-of-way**
From: Kumquat Street East to Liberty Street
Estimated distance: 1,500 feet
Task: Mow and litter control.....weekly
- 8.57 Location: Nichols Avenue, North & South rights-of-way**
From: South Mobile Street East to Equity Street
Estimated distance: 2,000 feet
Task: Mow and litter control.....weekly
- 8.58 Location: Cliff Drive, North & South rights-of-way**
From: South Mobile Street East to South Bayview Drive
Estimated distance: 1,500 feet
Task: Mow and litter control.....weekly
- 8.59 Location: Perdido Avenue, North & South rights-of-way**
From: North Section Street West to North Mobile Street
Estimated distance: 1,400 feet
Task: Mow and litter control.....weekly
- 8.60 Location: Seminole Avenue, North & South rights-of-way**
From: North Section Street West to North Mobile Street
Estimated distance: 1,300 feet
Task: Mow and litter control.....weekly
- 8.61 Location: Tensaw Avenue, North & South rights-of-way**
From: North Section Street West to North Mobile Street
Estimated distance: 1,200 feet
Task: Mow and litter control.....weekly

**8.62 Location: North and South Section Street,
East & West rights-of-way
From: Twin Beech Road(CR 44) North to Morphy Avenue
AND
From: Oak Street North to Veterans Drive
Estimated combined distance: 17,500 feet
Task: Mow, weedeat, edge sidewalks and
litter control.....weekly
Additional task: arm mow
approximately 12,500 feet.....once/year**

**8.63 Location: State Highway 104, North & South rights-of-way
From: 200' East and 200' West of Country Woods Drive
Estimated distance: 400'
Task: Mow and litter control.....weekly**

**8.64 Location: Pecan Street, North & South rights-of-way
From: S. Section Street west to Kirkman Lane
Estimated distance: 2200 feet
Task: Mow and litter control.....weekly**

**8.65 Location: Jasmine Park
Task: Mow and litter control.....weekly**

**8.66 Location: Myrtle Street, East and West rights-of-way
From: Yupon Street to Olive Street
Estimated distance: 1000 feet
Task: Mow and litter control.....weekly**

- 8.67 Location: Simon Street, East and West rights-of-way**
From: Gayfer Street to Edwards Avenue
Estimated distance: 1500 feet
Task: Mow and litter control.....weekly
- 8.68 Location: Central Blvd., North and South rights-of-way**
From: Westley St. east to Ingleside Ave.
Estimated distance: 1500 feet
Task: Mow and litter control..... weekly
- 8.69 Location: Westley Street, East and West rights-of-way**
From: Central Blvd. south to Gayfer Avenue
Estimated distance: 1800 feet
Task: Mow & litter control.....weekly
- 8.70 Location: Pensacola Avenue, East & West rights-of-way**
From: N. Section Street southeast to Grand Avenue
Estimated distance: 1000 feet
Task: Mow and litter control.....weekly
- 8.71 Location: Bancroft Street, East and West rights-of-way**
From: Magnolia Street north to Bayou Street
Estimated distance: 1600 feet
Task: Mow and litter control.....weekly

8.72 Location: City property on North side of Fairhope

Public Library

Task: Mow and litter control.....weekly

8.73 Location: Stimpson Street, North and

South rights-of-way

From: N. School Street east to dead end

Estimated distance: 1000 feet

Task: Mow and litter control.....weekly

8.74 Location: Melvin Lane, East and West rights-of-way

From: Middle Street south to City limit

Estimated distance: 1000 feet

Task: Mow and litter control.....weekly

8.75 Location: All City facilities.....

Public Services facility(warehouse).....S. Section Street

Animal shelter.....S. Section Street

Mechanics shop.....S. Section Street

City Hall..... corner of Oak and N. Section Streets

James Nix Center.....Bayou Street

Fairhope Public Library.....Fairhope Avenue

Boys and Girls Club.....Young Street

White Avenue Public Access.....S. Mobile Street

Pier Street Public Access.....S. Mobile Street

Municipal Pier (Rose Garden excluded from this contract), North Beach Park &

South Beach Park.....foot of Fairhope Avenue

N. Bayview Park.....N. Bayview Drive

Community Park.....corner of Morphy & Church

Knoll Park.....Fairhope & Magnolia Ave's.

Henry George park.....Firemans Hall

Orange Street Park.....S. Mobile Street

Fels Children's Park.....Fels Avenue

Marietta Johnson Park.....S. Mobile Street

Fairhope Airport sign area.....C.R. 32

Task: Mow, weedeat, litter control.....weekly

8.76 Location: City of Fairhope Recreational Parks

Founders Park (common areas only, not ballfield turf).....C.R. 44 and Founders Drive

Barnwell Fields(entire complex, including ball fields).....Scenic(Alternate) 98

Stimpson Field(entire complex, no specialty turf here)....Morphy and Mershon Ave's.

Volanta Park (common areas only, no ballfield turf).....U.S. Highway 98

9.0.0 SPECIAL CONTRACTOR PROPOSAL CONDITIONS

9.1 The price proposals stated in the bidder's proposal will not be subject to any price increase commencing from the date on which the Proposals are opened at the City of Fairhope Purchasing Department to the date of award by the Fairhope City Council OR for a period of 90 days commencing from the date on which the Proposals are opened at the City of Fairhope Purchasing

Department...whichever is the greater time period. The Contractor's signature of the bid proposal sheet will bind both he and his organization to these terms and conditions, should a subsequent contract be executed.

9.2 The City of Fairhope recognizes that, in today's economy, fuel costs are quite volatile. Price escalation, based on increased fuel costs, will be evaluated, and may be permitted only at the end of each quarterly period, throughout the contract period, and only where verified to the satisfaction of the City.

However, price decreases are subject to implementation at any time and shall be immediately conveyed to the City. Prices for this contract will be evaluated, and may be adjusted quarterly, based on the last OPIS price published on the execution date of this contract, compared to the closing OPIS price the day before the quarterly evaluation. Any approved price changes will be effective only at the beginning of the calendar month following the quarterly evaluation. After Award, but before contract execution, The Contractor will provide the City documentation defining the percentage of monthly residential and commercial billing attributed to fuel costs. Federal or State mandated environmental charges, should they change during the course of this contract, will be evaluated on an "as needed, case by case basis".

9.3 All reports, estimates, and documents submitted by the Contractor must be dated and be presented on Contractors letterhead.

9.4 The Contractor shall bill the City of Fairhope on the first of each month for the services provided for the previous month, i.e. submit a bill February 1st for services performed January 1st through January 31st.

9.5 All reports and billing presented to the City of Fairhope are subject to review, verification and approval by the City Administrator and City Council.

9.6 The City of Fairhope reserves the right, and will, inspect the Contractors activities during the term of this contract.

9.7 After reasonable notice to the Contractor, the City of Fairhope may review any of the Contractors internal records, reports or insurance policies applicable to the contract, during the term of this contract.

9.8 The Contractor will provide the required services, and will not subcontract or assign the services without written approval by the City of Fairhope.

9.9. Both the Contractor and the City of Fairhope agree that the Contractor is neither an employee nor an agent of the City of Fairhope for any purpose.

9.10 The successful Contractor is required to possess and provide evidence of all necessary City, County, State and Federal licenses and/or permits required to operate in the business of municipal solid waste.

9.11 The Contractor agrees to indemnify, hold harmless, and defend the City of Fairhope, their officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its sub-contractors in connection with the work to be performed under this contract.

9.12 The successful Contractor shall provide a performance bond, licensed to do business within the State of Alabama and acceptable to the City of Fairhope, in an amount equal to 100% of the first contract years value using the tonnage reflected in Section III, Item 3 of this document. The Contractor shall provide performance bond with return of prior to the delivery of an executed contract.

9.13 For each succeeding year of the multi-year contract, the Contractor shall provide the City of Fairhope proof of full payment of the premiums for their respective performance bond by 60 days prior to the beginning of the next contract year. The value of the renewal performance bond shall be equal to the value of the contract during the year prior to the year for which the bond renewal will cover. The mechanism for calculating the value of the renewed bond shall be subject to the City of Fairhope review and approval.

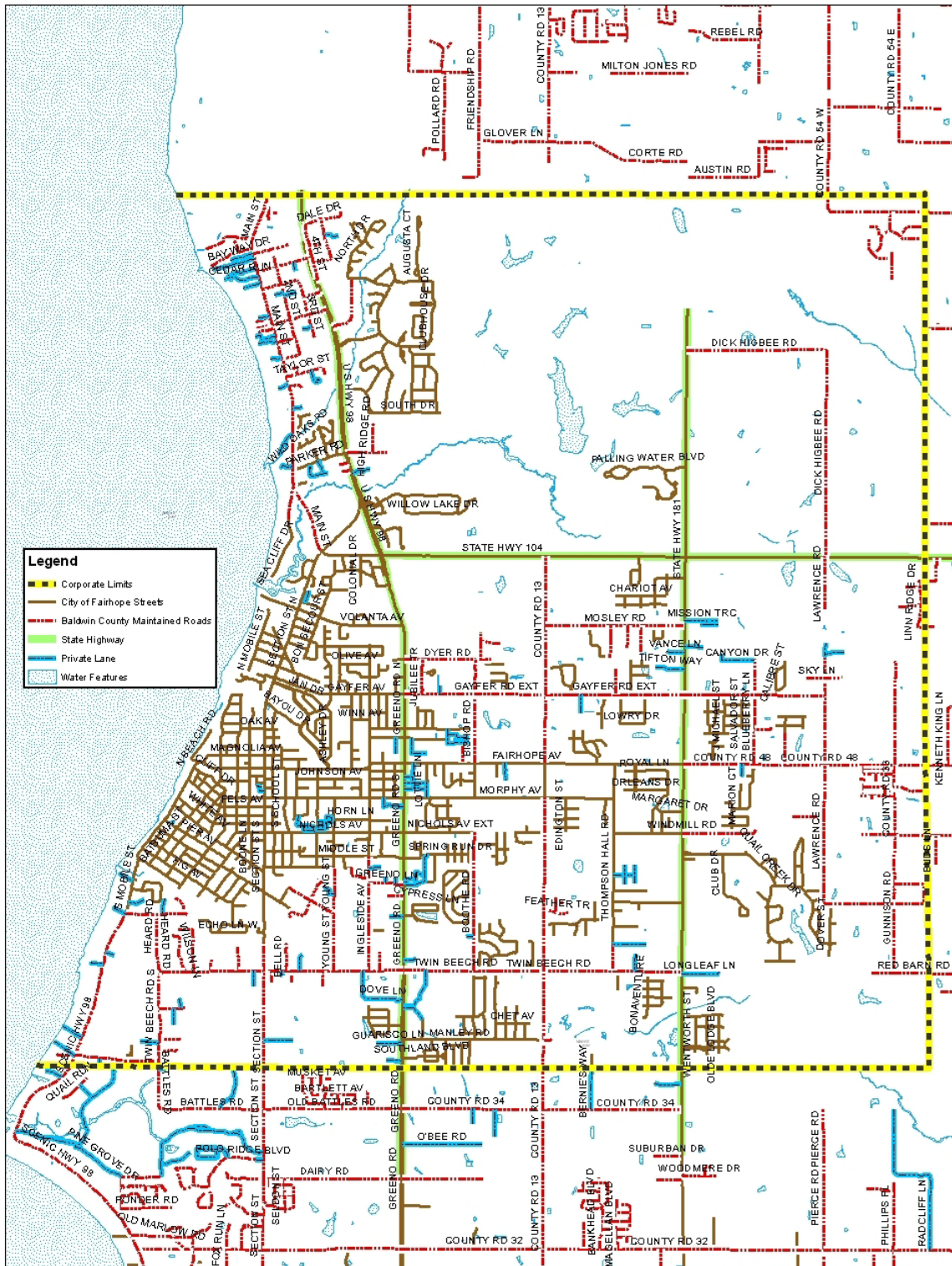
9.14 Failure to deliver a performance bond for any year of this multi-year contract per the conditions set forth in paragraphs 14 and 15 of this section, shall constitute breach of contract and shall entitle the City of Fairhope to terminate the contract upon expiration of the current performance bond.

10.0. MANDATORY CONTRACTOR INFORMATION

10.1 Qualifications: Please list your company's years and business, staff profile and experience which qualify your company to provide the services required by the City of Fairhope. Also provide contact information/experience for your company's lead coordinator, who would be the first point of contact for the City of Fairhope. Identify emergency contacts and provide telephone numbers for contact on a 24/7 basis(24 hours per day/seven days per week basis. ***(Attach as Supplement A)***

10.2 References: Please list (3) or more references from current customers or municipalities receiving the same or similar service(s).....inclusive of both garbage collection and recycling programs. Include name of customer, first point of contact in that organization and telephone number. ***(Attach as Supplement B)***

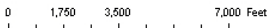
City of Fairhope Street Map



Legend

- Corporate Limits
- City of Fairhope Streets
- Baldwin County Maintained Roads
- State Highway
- Private Lane
- Water Features

This City of Fairhope street map is provided as a public service. It is not intended to be used as a legal document. The City of Fairhope is not responsible for any errors or omissions. The City of Fairhope is not responsible for any damages or liabilities resulting from the use of this map. The City of Fairhope is not responsible for any changes to the map. The City of Fairhope is not responsible for any updates to the map. The City of Fairhope is not responsible for any deletions to the map. The City of Fairhope is not responsible for any additions to the map. The City of Fairhope is not responsible for any modifications to the map. The City of Fairhope is not responsible for any alterations to the map. The City of Fairhope is not responsible for any improvements to the map. The City of Fairhope is not responsible for any enhancements to the map. The City of Fairhope is not responsible for any optimizations to the map. The City of Fairhope is not responsible for any performance improvements to the map. The City of Fairhope is not responsible for any security improvements to the map. The City of Fairhope is not responsible for any privacy improvements to the map. The City of Fairhope is not responsible for any accessibility improvements to the map. The City of Fairhope is not responsible for any other improvements to the map.



APPROVED BY THE PUBLIC WORKS DIRECTOR

DATE: _____



031 03
Revised
12/2010

ITEM IX
CONTRACT

THIS CONTRACT, entered into this _____ day of _____ 2010, by the City of Fairhope of Baldwin County, Alabama, hereinafter called the "**Owner**", Party of the First Part, and _____, a corporation organized and existing under the laws of the State of Alabama, hereinafter called the "**Contractor**", Party of the Second Part on the

Bid Number 023-10, RFP FOR LANDSCAPING SERVICES

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

1. The contract consists of all of the items contained within this contract, the associated bid package, addenda, amendments drawings, charts and appendices, if any.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.

WITNESSETH: That the parties hereto do mutually agree as follows:

1. **DURATION:**

The term of the Agreement shall be for a period of ONE (1) year from the signing date of contract, with the option to renew bid or contract for TWO (2) additional years thereafter in ONE(1) year increments if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

Therefore, the Contract will begin on _____, 2010, and terminate on _____, 20

2. **ORDERING:**

- a. City of Fairhope will order the initiation of WORK by issuing a Notice To Proceed to the awarded bidder.
- b. The mobilization period will be from date of contract execution to October 31st, 2010. Contractor will begin physical services November 1, 2010.
- c. Other work outside the scope and specifications will be ordered by Purchase Orders specific to the events.

PAYMENT:

a. **Compensation:**

- i. Payment shall be based upon the rates set forth in the awarded bidder's "bid response" form.

c. **Invoices:**

i. **Invoices for Routine Services**

For routine services, the Contractor will submit to the Owner, monthly invoices. Contract name must be referenced on all communications including delivery tickets and invoices.

ii. **Invoices for Non-Routine work**

For other work outside the scope of routine, Contractor is to invoice Owner upon completion of work specified in the applicable Purchase Order. Purchase Order Number must be referenced on all communications including delivery tickets and invoices.

d. **Payment Of Invoice:** All invoices received by the Owner are payable within thirty (30) days from the date of receipt by the Owner, provided they are approved by the Owner.

3. **PAYMENT WITHHELD:**

a. The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of.

i. Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of this Agreement.

ii. The Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.

iii. Claims filed or reasonable evidence indicating probable filing of claims.

iv. Failure of the Contractor to make payments properly to Subcontractors for material or labor.

v. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

vi. Damage to City facilities, or another contractor or another contractor's work.

When the above grounds are removed, payment shall be made for the amount withheld because of them. The Contractor waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

4. **GENERAL CONDITIONS:**

a. **Indemnity:** The Contractor hereby agrees to indemnify and save harmless the Owner, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind

and nature, arising or growing out of, or in any way connected with the performance of this Agreement, to the extent caused by a negligent act or omission of the Contractor, their agents, servants, employees, Subcontractors, or others associated with the Contractor. The Contractor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the Contractor.

- b. **Notification and Accident Reports:** In the event of accidents of any kind, the Contractor shall notify the Owner in writing immediately and furnish, without delay, copies of all such accident reports to the Owner. If the performance of their Work, the Contractor fails to immediately report an accident to the Owner, of which the Contractor has knowledge of and which results in a fine levied against the Owner then the Contractor shall be responsible for all fines levied against the Owner.

5. **TERMINATION OF AGREEMENT:**

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

6. WARRANTY:

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

7. TIME OF COMPLETION:

- a. The Owner and Contractor understand and agree that time is of the essence in the performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of ability to obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner's or Contractor's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner's or Contractor's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of Work, shall extend the time of the Owner's or Contractor's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. **However, under such circumstances as described herein, the Owner may, at their discretion, cancel this Agreement for their own convenience.**

8. INSURANCE REQUIREMENTS:

- 1. Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.
- 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 HAVE 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

5. 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.

9. ACCEPTANCE OF WORK:

- a. The Owner will be deemed to have accepted the Work after the Owner agrees in writing, the work is completed. In the event Work furnished under the Agreement is found to be defective or does not conform to the intent of the Agreement, the Contractor shall correct the deficiency before the publication date. Failure on the part of the Contractor to properly correct the deficiencies within the time period allowed will constitute the Owner's right to cancel the Agreement immediately, upon written notice to the Contractor.

10. CORRECTION OF WORK:

- a. The Contractor shall promptly correct all Work rejected by the Owner as faulty, defective or failing to conform to the Agreement, whether observed before or after completion of the Work. The Contractor shall bear all costs of correcting such rejected Work.

11. SAFETY MEASURES:

- a. The Contractor shall take all necessary precautions for the safety of the Owner's and Contractor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. Where necessary, the Contractor shall post signs warning against hazards in and around the Work site.

12. EXTRA WORK AND ASSOCIATED COSTS:

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

13. FAMILIARITY WITH THE WORK:

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

14. CONTRACTOR LIABILITY:

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

15. MISCELLANEOUS PROVISIONS:

- a. The Contractor shall not employ Subcontractors without the express written permission of the Owner or its agents, servants, employees and subcontractors.
- b. The Contractor shall not assign the Agreement or sublet it as a whole without the express written permission of the Owner. The Contractor shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the contract, or sublet it as a whole, without the consent of the Contractor.
- c. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor.
- d. The Contractor is to procure all permits, licenses, and certificates, or any approvals, of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this Agreement.
- e. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the Contractor fails to clean up the Work site, the Owner will complete the task and charge the Contractor for such services.
- f. This Agreement is considered a non-exclusive Agreement between the parties.
- g. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.
- i. This Agreement, contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- j. 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.

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

THE CITY OF FAIRHOPE, ALABAMA

BY: _____

TIMOTHY M. KANT, Mayor

ATTEST: _____

LISA A. HANKS, City Clerk

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 LISA A. HANKS as City Clerk whose names are 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 date the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, _____.

_____/_____/_____ MY COMMISSION EXPIRES _____

NOTARY PUBLIC

ATTEST: _____

(Name of Contractor)

BY: _____

(Contractor's Representative)

ITS: _____

(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

CONTRACTOR'S STATE OF ALABAMA

FOREIGN VENDOR REGISTRATION

NUMBER (Required of out-of-state-vendors): _____

Notary for Contractor

STATE OF ALABAMA}

COUNTY OF BALDWIN}

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 _____, _____.

_____/_____/_____ MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SUPPLEMENT "A"

QUALIFICATIONS

SUPPLEMENT "B"

REFERENCES

SUPPLEMENT "C"

EQUIPMENT INVENTORY

TO BE USED FOR FULFILLING CONTRACT

QUANTITY	MAKE	MODEL	YEAR	TYPE OF EQUIPMENT	COMMENTS
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1.

2.

3.

4.

5.

6.

7.

8.

9.

10.