

ADVERTISEMENT FOR BIDS

Sealed proposals for **Water/Sewer System Labor and Equipment Assistance Bid #24-17** will be received by the City of Alexander City, Alexander City, Alabama (Owner) located at the Alexander City Public Works Briefing Room, 281 James D. Nabors Drive, Alexander City, Alabama 35010 until **3:00 p.m.** the prevailing time, on **June 3, 2024**, at which time and place they will be publicly opened and read. Bids may be hand delivered or mailed to City Clerk, 281 James D. Nabors Drive, Alexander City Alabama 35010. The **BID NUMBER, BID TITLES AND BID OPENING DATE** must be clearly labeled on the bid envelope. The bid is to provide a daily crew price for labor and equipment assistance for various water and sewer system tasks and projects.

Bid requirements may be inspected at the Owner's office at the address above, and they may be inspected or obtained from the office of Municipal Consultants, Inc., 200 Century Park South, Suite 212, Birmingham, Alabama 35226. Bid requirements may also be downloaded from the City of Alexander City at www.alexandercityal.gov/rfps.

All Bidders must be responsible, meeting the criteria and requirements set forth in the specification documents. Prequalification of Bidders is required by being on the Owner's Approved Contractor's List. Contractors wishing to apply for prequalification to be on the Owner's Approved Contractors List shall complete a Prequalification Application. Application information may be obtained from the Engineer, Municipal Consultants, Inc., at the address listed above. Completed applications must be received by the Engineer no later than **May 28, 2024**. Bids will only be received from prequalified Contractors.

This project is considered a "Public Works" project and is governed by competitive bid laws as contained in Title 39 (1997) of the Alabama Code. Bidders, subcontractors, suppliers, and Bond Agents should be familiar with this code.

The Owner reserves the right to reject any or all proposals and to waive technicalities. No Bidder may withdraw his bid within sixty days from the date set for receiving of the same. There will not be a Pre-Bid Conference for this Project.

This project is governed by the applicable bid laws and practices of the State of Alabama.

By Curtis "Woody" Baird

Mayor

MUNICIPAL CONSULTANTS, INC.
Consulting Engineers
200 Century Park South, Suite 212
Birmingham, AL 35226

May 8, 2024

STATE OF ALABAMA
COUNTY OF TALLAPOOSA

THE CITY OF ALEXANDER CITY WATER/SEWER SYSTEM LABOR AND EQUIPMENT ASSISTANCE BID #24-17

INVITATION TO BID/NOTICE TO BIDDERS

Sealed bids for **Water/Sewer System Labor and Equipment Assistance Bid #24-17** will be received by the City of Alexander City, Alexander City, Alabama (Owner) located at the Alexander City Public Works Briefing Room, 281 James D. Nabors Drive, Alexander City, Alabama 35010 until **3:00 p.m.** the prevailing time, on **June 3, 2024**, at which time and place they will be publicly opened and read. Bidders must be pre-qualified by being on the Owner's Approved Contractors List. Information regarding requirements necessary to be considered to be on the Owner's Approved Contractors List can be obtained by contacting Chris Cousins in writing at ccousins@municipalconsultants.org. The Owner reserves the right to reject any or all bids, to waive any informalities and technicalities, and to award to the responsive bidder(s) it is deemed will best and most economically serve the Owner's interests. The Owner reserves the right to extend the contract on a yearly basis for up to three additional years with mutual consent of both parties and the Owner also has the option to cancel this contract at any time with ten (10) days written notice and use the next bidder or re-bid, if so desired. Bidders are to agree that bids submitted are firm and that no claims for errors will be made after bids are opened and subsequent thereof. If you have questions concerning this bid, contact Chris Cousins in writing at ccousins@municipalconsultants.org.

Any department of the City of Alexander City may issue purchase orders for work under this Bid.

GENERAL INFORMATION

All bidders must use the form provided in the bid package for submitting bids. All bids must be sealed and marked in the lower left corner "BID – WATER/SEWER SYSTEM LABOR AND EQUIPMENT ASSISTANCE BID #24-17" with opening date and time and general contractor's license number. Late bids will not be opened.

Records showing successful bidder(s) and prices quoted will be placed on file and may be examined upon request. A note of explanation will appear in the file and the Owner's minutes regarding the contract award.

Should there be a change in Bidder's ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. The contract is not transferable by either party unless allowed for in the Contract Documents.

The Owner may cancel this contract at any time for any reason, provided a ten-day written notice is given. The Owner requires a purchase order for all purchases/services. Purchase orders shall be provided by the Owner prior to work beginning. Copies of purchase orders shall be required by the Contractor for orders to be processed and invoices paid.

LAWS and ORDINANCES

The Contractor shall observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

BID BOND

Each Bidder must submit with its bid a cashier's check drawn on an Alabama bank or a fully executed bid bond executed by a surety company duly authorized and qualified to make bond in the State of Alabama. All bonds, sureties, and/or cashier checks will be made payable to the Owner for an amount not less than 5 percent of the total bid in the proposal, but in no event more than \$10,000.00.

GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENT

The prospective Bidder must be licensed by the Alabama State Board of General Contractors for the type of work to be performed under this contract and the Bidder's license must be current. The prospective Bidder must insert a copy of their Alabama General Contractors license with their bid.

E-VERIFY REQUIREMENTS

Pursuant to the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act ("the Act"), as a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The Act also provides that no subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. The subcontractor shall also enroll in the E-Verify program prior to performing any work and shall attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

The bidder understands that the information contained in these proposal pages is to be relied upon by the Owner in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any bid relating to the qualifications of the bidder, as may be required by the Authority.

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

THE CITY OF ALEXANDER CITY WATER/SEWER SYSTEM LABOR AND EQUIPMENT ASSISTANCE BID #24-17

GENERAL SPECIFICATIONS

SCOPE OF WORK

The intent of this bid is for the Owner to establish a contract for a “Daily Crew” price for labor and equipment assistance with tasks and projects within the Owner’s water and sewer system, at the direction of Owner and as specified herein. Owner will select responsive bidders to create a list of qualified contractors to assist with projects on an as needed basis and as requested basis. The contractors selected for this list will generally be in order based on the “Daily Crew” bid price and qualifications, however, the Owner reserves the right to consider response time and past quality of work in selecting which contractor is used for a project. All work performed shall be done in strict accordance with the Owner’s requirements and standard practices and to the full satisfaction of the Owner, its engineer, and any entity having jurisdiction over work areas.

This contract awarded under this Bid shall not be an exclusive contract. The Owner reserves the right to utilize other contractors and/or procurement methods at its sole discretion to perform work within the Owner’s system. By placing a contractor on the list, the Owner does not guarantee the Owner will utilize the Contractor for any projects and may remove any contractor from the list due to lack of responsiveness and/or work not being performed to the complete satisfaction of the Owner.

The “Daily Crew” bid price shall include, but is not limited to: installation of waterlines, sewerlines (gravity and pressure) and appurtenances of various sizes up to 12-inch diameter of various material types, at the sole discretion and direction of the Owner; water/sewer line repair and maintenance work requested by the Owner; site work and clearing; water/sewer line locating, and other work commonly performed in the operation and maintenance of the Owner’s water/sewer system. This work may include, but is not limited to: performing necessary excavation; backfilling and compacting; stone placement; shoring; removal of excess materials; installing thrust restraint and concrete thrust blocks/collars; managing stormwater and BMP’s; traffic control; saw-cutting and removal of paving surfaces; final grading and grassing; water management; testing and flushing; start-up; coordination with the Owner, County, State, other subcontractor(s) of the Owner, and the Owner’s engineer regarding any planned work and any permits; providing insurance requirements; providing full responsibility for safety of all people (Contractor’s personnel, public, Owner’s employees, Owner’s engineer and employees, County employees, etc.) and property while performing assigned tasks and projects; and all incidentals necessary to complete tasks and projects to the satisfaction of the Owner.

The “Daily Crew” bid price shall include the following minimum equipment requirements and qualified and experienced staff members:

Five employees on the crew, one being a general superintendent, two being equipment operators; and two being pipe layer/laborers

Equipment equivalent to the below list must be available as needed for the Owner’s projects at the bid price, however not all equipment may be utilized for a particular project:

1. Kubota KX 080-4 Excavator with 12 inch, 24 inch, 36 inch and 48 inch smooth lip buckets
2. Kubota KX 121-3 Excavator with 12 inch, 24 inch, 36 inch and 36 inch smooth lip buckets
3. Case CX 160C Excavator with 30 inch bucket

4. John Deere 245G Excavator with 30 inch and 54 inch buckets
5. Kubota SVL 95-2 Track Loader with 72 inch and 54 inch smooth lip buckets and the following attachments: power sweeper, brush cutter, 48 inch trencher, 4 in 1 bucket, forks
6. Kubota SVL 75 Track Loader with 72 inch and 54 inch smooth lip buckets and the following attachments: power sweeper, brush cutter, 48 inch trencher, 4 in 1 bucket, forks
7. Western Star Tri Axle Dump Truck
8. Peterbilt Tri Axle Dump Truck
9. Water Tapping equipment for ¾" through 2" taps
10. Jack and Boring equipment 4" through 16" bores
11. Hydraulic punch for ¾" through 2" bores
12. Hydraulic Directional Drilling Equipment for 2" – 12" HDPE for HDD installation through soil or rock
13. HDPE fusion equipment with data logging for 2" – 12" HDPE
14. Pressure and bacteriological testing equipment (chart recorder, pump, etc.)
15. Hand tools and miscellaneous items commonly needed for the type work to be performed
16. Typical traffic control devices and signage commonly needed for the type work to be performed

Water/sewer system materials (i.e. pipe, fittings, stone, etc.) shall be provided by the Owner under this agreement. The Contractor will be responsible for providing qualified personnel for the work to be performed, fuels, oils, lubricants, equipment, testing equipment, and miscellaneous hand tools and items necessary for the full performance of the work.

Specialty equipment not listed above but required for specific projects identified by the Owner shall be obtained by the contractor on a rental basis. This equipment includes, but is not limited to rock hammer, bypass pumps, light plants, etc. Rental costs shall be paid for by the Owner by direct reimbursement to the contractor. Prior to renting any equipment, contractor shall submit rental costs to the Owner for approval. Rental costs shall be reimbursed to the contractor at the rental rates specified with no markup. Fuel for rental equipment shall be provided by the Owner when required.

Bidders are required to submit resumes with their bids for proposed superintendent and equipment operators to be provided with the "Daily Crew" price if they are awarded the bid. Resumes shall provide evidence of previous projects completed to show the individual has the experience with the types of work that may be tasked. Bidders are also required to submit a list of equipment to be provided with the "Daily Crew" bid price to show compliance with the minimum requirements above. Bidders may supply multiple resumes for each position for review and approval by the Owner. Only personnel approved by the Owner shall be allowed to perform work on the Owner's system.

Work and schedules will be assigned at the sole discretion of the Owner. Some tasks or projects will be solely completed by the Contractor whereas others will be completed jointly with the Owner. Some projects will require the Contractor to coordinate and work with other vendors of the Owner. The Owner will notify the Contractor awarded the bid of any tasks and/or projects that are upcoming and desired to be completed and the Contractor shall coordinate schedules for completing tasks and projects with the Owner. The Contractor shall make the "Daily Crew" available for any new tasks or projects assigned as quickly as possible but no more than two weeks after notification by the Owner of the requested work, unless agreed and allowed otherwise by the Owner. In an emergency event, the Contractor shall make the "Daily Crew" available to the Owner immediately. Once a task or project is begun, the Contractor's "Daily Crew" shall be available for use by the Owner on any days the Owner chooses to use the "Daily

Crew” to assist with the task or project. The Contractor will only be paid the “Daily Crew” price bid for days authorized by the Owner to be worked.

The Contractor’s “Daily Crew” shall be made available on the days and at the times of day requested by the Owner for the specific needs of the task or project. A day is defined as the 24-hour period beginning at 12:00 a.m. midnight and ending 24 hours later. Hours worked for the “Daily Crew” will vary depending on needs and will be determined by the Owner. Regardless of how many hours the “Daily Crew” works on any given day, the Contractor will be paid the “Daily Crew” bid price per day only. For example, if the Owner requests the Contractor work a day and regardless of if the “Daily Crew” works two hours or fourteen hours on that day, the Contractor will be paid for one day.

The Owner makes no representation or guarantee as to how many days the Contractor will be utilized during the contract period or during any assigned task(s) or project(s).

In the event that the Contractor awarded the bid does not make the “Daily Crew” available for tasks and/or projects in the time allowed above or if unavailable for emergency events or is not performing work to the satisfaction of the Owner for any reason that the Owner determines. The Owner may use a different contractor on the list or rebid, if desired.

DEFINITIONS

Bid – A complete and properly signed proposal to provide the Owner the services as described in the specifications and submitted in accordance with instructions and applicable laws.

Bidder – An entity who submits a bid.

Contract Documents – Shall consist of Invitation to Bid, General Specifications, Bid Form, and Contract.

BIDDER REPRESENTATIONS

By submitting a Bid, the Bidder represents and warrants to the Owner that (a) the Bidder is able to perform the required tasks as outlined in the Contract Documents for the contract period and meet all required timelines and scheduling parameters; (b) Bidder has carefully examined all Contract Documents; (c) Bidder fully understands the intent and purpose of the Contract Documents; and (d) the bid is based on the Specifications set forth in the Contract Documents without exception. Claims for additional compensation and/or extensions of timelines relating to such will not be allowed.

BIDDER QUALIFICATIONS

Bidders must (a) be pre-qualified with the Owner by being listed on the Owner’s Approved Contractor’s List to bid this work; and (b) be capable of providing all requirements of the Contract Documents. To confirm if the prospective Bidder is on the Owner’s Approved Contractor’s List or to see steps necessary to be considered for the Owner’s Approved Contractor’s List, contact Chris Cousins in writing at ccousins@municipalconsultants.org. If a prospective bidder is not currently on the Owner’s Approved Contractor List, then the prospective bidder must submit the required information by **10:00 a.m. on May 28, 2024**, to be considered for approval. After review of prequalification information provided, a response regarding acceptance or not to the Owner’s Approved Contractor List will be given by **May 30, 2024**. Bidders must be familiar with the Owner’s requirements and standard practices and the Owner may make any investigation it deems necessary to determine the qualifications and ability of the bidder to perform the Contract, and the bidder shall promptly provide all such information and data that may be requested.

The Owner reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified or able to carry out the obligations of the contract.

CONSIDERATIONS OF BIDS, ACCEPTANCE OF BIDS, AND AWARD

- (a) The Owner shall have the right to reject any and all bids; to reject a bid that does not meet the requirements of the Contract Documents; to reject any bid which is in any way incomplete or irregular; and to waive any informalities and technicalities.
- (b) The Owner will award the Contract to the lowest daily crew rate vendor that can meet all requirements of the Contract Documents. However, if the lowest rate vendor is unavailable or not performing to the Contract Documents, the next lowest bid vendor may be utilized by the Owner.
- (c) Pricing shall be firm for one year from the date of Contract execution.
- (d) It is not the policy of the Owner to purchase on the basis of low bid only. Quality, conformity with the specifications, terms of delivery and past service and experience are among the factors that may be considered in determining the responsive bidder.

CANCELLATION CLAUSE

The Owner reserves the right to cancel the contract at any time during the contract term by ten (10) days written notice to the vendor.

LENGTH OF CONTRACT

The contract shall be effective for one year from the date the Contract is executed. The Owner reserves the right to extend the contract yearly for up to three additional years with mutual consent of both parties.

INSURANCE

To be considered for the Owner's Approved Contractor's List, and thus become prequalified to bid this contract, prospective contractors must meet the minimum requirements for insurance as specified in the requirements to be on the Owner's Approved Contractor's List. However, for bidding this contract, prospective bidders shall include in the price bid any and all costs and provisions to provide the below insurance requirements for work to be performed with this contract. If awarded this contract, the contractor shall provide proof of insurance per the below requirements in the Daily Crew Bid Price.

All bidders shall have their insurance provider thoroughly review all insurance requirements well prior to Bid opening to ensure the Contractor includes sufficient monies to meet all insurance requirements. This review by the insurance provider shall be detailed and complete. The review shall determine pricing and availability of all specific insurance requirements. This review shall determine all additional and special insurance that the Contractor must acquire to be in full and complete compliance with all insurance requirements. Prior to bidding, all bidders shall furnish to their insurance providers complete copies of all insurance requirements.

(a) General: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise from the Contractor's execution of the work, whether execution be by the Contractor, any Subcontractor, any one directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor and/or any subcontractors waive subrogation as to the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.). This

waiver of subrogation shall apply to all policies, including but not limited to, General Liability, Automobile, All-Risk (Builder's Risk), Worker's Compensation, and Umbrella Insurance. This shall be stated as such in all policies and on all certificates. The full aggregate limits shall apply per job or contract. This shall be stated as such in all policies and on all certificates. Insurance for Contractor or any of its agents, employees or subcontractors shall cover both on-site and off-site operations under this Contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired. Coverages shall include, but not be limited to:

- (1) Claims under worker's compensation, disability benefit and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- (4) Claims for damages insured by usual personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (ii) by any other person;
- (5) Claims for damages because of injury, destruction, or loss of use of tangible property

The Contractor's insurance shall cover both On-going Operations and Completed Operations related to the work. Coverage for On-going Operations shall be in effect from the beginning date of the Contract until final payment is made to the Contractor by the Owner. Coverage for Completed Operations shall be in effect for a minimum period of one (1) year after final payment is made to the Contractor by the Owner and/or any time the Contractor is working on the project after final payment has been made to the Contractor by the Owner. There shall be no interruption of insurance coverage during the transition from On-going Operations to Completed Operations.

Maintenance of proper insurance coverage is a material element of the Contract. Failure to maintain, renew and/or provide evidence of renewal may be treated by the Owner as a material breach of Contract. The lack of insurance does not negate the Contractor's obligations under this Contract including, but not limited to, indemnification of the Owner and Engineer from any damages resulting from the Contractor's failure to obtain, maintain or renew the minimum insurance policies and endorsements required herein.

(b) Certificate of Insurance: Original Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Owner's execution of the Contract. These Certificates shall contain the following:

- (1) Unconditional provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior Written Notice has been given to the Owner and Engineer.
- (2) The Contractor's and any subcontractor's general liability, automobile liability insurance, and umbrella (and/or excess) insurance shall endorse the Owner, its officers, agents, employees, consultants and Municipal Consultants, Inc., as additional insureds for any claims arising out of work performed under this Contract. Umbrella (and/or excess) liability shall follow form to the underlying insurance. All insurance shall be primary without contribution from any insurance or deductibles available to the additional insureds.
- (3) There shall be a statement for all policies that the Contractor and any subcontractor waive subrogation as to the Owner, its officers, agents, employees, consultants and Municipal Consultants,

Inc.

- (4) There shall be a statement that full aggregate limits apply per job or contract.
- (5) Confirmation of coverage of x, c, and u.

(c) Policy Endorsements: Copies of the Contractor's automatic policy endorsements or original policy endorsements acceptable to the Owner shall be filed with the Owner prior to the Owner's execution of the Contract. All policy endorsements shall endorse the Owner, its officers, agents, employees, consultants and Municipal Consultants, Inc. and these parties/organizations shall be listed as such in the Endorsement Schedule included on the endorsements. The policy number shall be listed in all Schedules. Policy endorsements for additional insureds and waivers of subrogation shall be for both On-going and Completed Operations as defined above. Automatic and/or original endorsements for additional insureds and waivers of subrogation for ALL policies (i.e. General Liability, Automobile Liability, All Risk (Builder's risk), Umbrella Insurance, etc.) shall be as broad as (i.e. similarly worded to) the following General Liability endorsements and be acceptable to the Owner:

- (1) Additional Insured Endorsements - ISO's CG 20 10 11/85 or the combination of CG 20 10 10/01 and CG 20 37 10/01.
- (2) Waivers of Subrogation Endorsements - ISO's CG 24 04 10 93 or CG 24 04 05 09.

(d) Liability Insurance: The Contractor shall procure and maintain at the Contractor's expense, during the work, liability insurance as hereinafter specified:

- (1) Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by any Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident and a limit of liability of not less than \$2,000,000 aggregate for property damage sustained by two or more persons in any one accident. The insurance shall provide full coverage for x, c, and u.
- (2) The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the Project.

(e) Worker's Compensation Insurance: The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under

this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable Insurance for the protection of its employees not otherwise protected.

(f) "All Risk" Insurance: The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than 100% of the insurable value. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, earthquake, malicious mischief, wind, collapse, riot, aircraft, water damage (other than caused by flood) and smoke during the Contract Time, and until the Work is accepted by the Owner and final payment has been made. The "All Risk" policy shall include testing and start-up and allow for utilization of the Work by the Owner. The policy shall name as additional insured the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.). Flood insurance and all Additional Insured and Waiver of Subrogation Endorsements must be carried in "All Risk Policy" or by separate policy.

(g) Consistent with the requirement for all insurance coverages provided by the Contractor, the Contractor shall notify the Owner and Engineer in writing 30 days prior to the expiration of the Contractor's Builder's Risk Insurance and Flood Insurance. The Contractor shall maintain the specified Builder's Risk Insurance and Flood Insurance continuously for the duration of the project and until the Work has been accepted by the Owner. In no case, shall the Contractor anticipate acceptance by the Owner when planning for discontinuance of the required Builder's Risk Insurance or Flood Insurance.

(h) Umbrella Excess Liability Over Primary Insurance: The Contractor shall take out and maintain during the term of this Contract, and any extensions thereof, Umbrella Excess Liability Insurance. The minimum limits of coverage shall be \$5,000,000 aggregate. The coverage shall be over the required general liability insurance and automobile liability insurance as a minimum. There shall be no gaps or sublimit deductibles, etc. the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) shall be named as additional insureds in all umbrella policies.

(i) Protection of the Owner and Engineers: the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) shall be named as additional insureds in all insurance policies carried by the Contractor or that of his subcontractors for this Contract. If the Contractor or his Surety cannot name the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) as additional insureds in any policies providing the coverage above, the Contractor shall purchase and maintain Owner's Protective Liability Insurance (OCP Policy) in the amount of not less than \$5,000,000 and the named insured shall be the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) during the life of this agreement. The coverage shall remain in full effect for both On-going Operations and Completed Operations as described above in Section VII.7(a). The insurance shall protect the Owner, its officers, agents, employees, consultants, and Engineer (Municipal Consultants, Inc.) from any claim or loss arising from any act or failure to act on the part of the Contractor or his Subcontractors. All insurance shall be primary without contribution from any insurance or deductibles available to the additional insureds and OCP policy holders.

(j) Miscellaneous Insurance: Provide all insurance required by railroads, other utilities, etc. Provide, on the behalf of the Owner, all such insurance required of the Owner by railroad, other utilities, etc.

(k) Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the Owner imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor. These insurance requirements shall be considered as a minimum. The Contractor shall consult with his insurance agent to determine whatever greater levels of insurance may be desired. The provision of insurance shall in no way limit the Contractor's responsibility under the Contract nor limit his responsibility to indemnify and hold harmless the Owner and Engineer.

HOLD HARMLESS

The Contractor further agrees to indemnify, hold harmless and defend the Owner and its officers, agents, employees, and engineer (Municipal Consultants, Inc.) from and against all claims, lawsuits, damages, losses and expenses including reasonable attorneys fees, arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of any property, including the loss of use resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

SAFETY

The Contractor is required to comply with all OSHA, State and Local Occupational Health Standards and any other applicable rules and regulations. The Contractor shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within or around the work site area under this contract.

EROSION AND SEDIMENT CONTROL

The Contractor shall at all times establish and maintain Best Management Practices (BMP's). BMP's shall be as designated by the Alabama Handbook for Erosion and Sediment Control.

INVOICING

The Contractor shall submit to the Owner an invoice within thirty (30) days of completion of assigned tasks or projects. Retainage shall be withheld on all payments in accordance with Alabama Law.

THE CITY OF ALEXANDER CITY WATER/SEWER SYSTEM LABOR AND EQUIPMENT ASSISTANCE BID #24-17

BID FORM

Submitted below is our firm bid for services which are in accordance with the Invitation to Bid, General Specifications for Water/Sewer System Labor and Equipment Assistance #24-17. All work and scheduling will be in accordance with the Owner's standards and to the satisfaction of the Owner.

"DAILY CREW" BID PRICE \$ _____

CONTRACTOR COMPANY NAME _____

CONTRACTOR ADDRESS

CONTRACTOR SIGNATURE _____

PRINT NAME AND TITLE _____

CONTRACTOR'S PHONE NUMBER _____

CONTRACTOR'S EMAIL _____

NOTE: ATTACH CONTRACTOR'S CURRENT STATE GENERAL CONTRACTOR'S LICENSE, E-VERIFY DOCUMENTATION, PERSONNEL RESUMES, AND EQUIPMENT LIST



CITY OF ALEXANDER CITY, ALABAMA
PUBLIC WORKS CONTRACT

WITNESS THIS CONTRACT, entered into as of this _____ day of _____, 20____ by and between the CITY OF ALEXANDER CITY, TALLAPOOSA COUNTY ALABAMA, a political subdivision of the State of Alabama (hereinafter called the CITY) and _____ (hereinafter called the CONTRACTOR):

WHEREAS, the CITY is currently involved in the planned construction of the PROJECT as specified in the bid documents dated _____, which said bid specifications are incorporated into this Contract by reference and made part and parcel hereof as fully as if set out herein.

WHEREAS, CONTRACTOR submitted a responsive bid for the PROJECT; and

WHEREAS, the CITY desires to engage and contract with the CONTRACTOR to provide technical, professional, and construction services and to construct and complete the PROJECT herein described; and

WHEREAS, the CONTRACTOR desires to contract to provide technical, professional, and construction services and to complete the construction of the PROJECT herein described:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the CITY and the CONTRACTOR do hereby mutually agree, covenant, and contract as follows:

Section 1. CONTRACTOR

The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees, to perform the construction services hereinabove and hereinafter set forth, and to construct the PROJECT described within this Contract in accord with the accompanying specifications in a good, competent, and workmanlike manner as requested and determined by the CITY and in strict compliance with the bid specifications for such PROJECT as referenced in other portions of this Contract.

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

By signing this contract, CONTRACTOR represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

The CONTRACTOR will supply to the CITY prior to the commencing of work the following documents, together with any other documents as are required by Alabama law:

- A) Certificate of Insurance (with unconditional cancellation clause), said insurance in the amounts as specified in the contract documents and as approved by the CITY.
- B) Business License and all licenses required by law.
- C) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U.S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammon Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the CITY it will execute and file and take such action as is deemed by the CITY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this contract and will continue, uninterrupted, for a period of time not to exceed 365 calendar days beginning after receiving Notice to Proceed from the CITY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified. This Contract may be renewed as defined in the specifications.

Section 4. General Provisions

- (a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.
- (b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space

and facilities required to perform all services as called for under this Contract, at no expense to the CITY.

- (c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.
- (d) *Access to Materials.* The CITY agrees to make available to the CONTRACTOR, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.
- (e) *Communications.* The representatives of the CITY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) CITY: City of Alexander City

- _____
- _____
- _____
- _____
- _____

(2) CONTRACTOR: _____

- _____
- _____
- _____

- (f) The CONTRACTOR shall perform the work and complete the PROJECT in accordance with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the CITY. Work will be performed by the CONTRACTOR under the direct supervision of the CITY or their representative, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the CITY, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the CITY, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the CITY. The decision of the CITY upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

Section 5. Compensation and Method of Payment

- (a) For services satisfactorily rendered under this Contract and approved by CITY, the CITY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract as specified in the specifications and bid documents. Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by CITY that the estimate and terms of the contract providing for partial payment have been fulfilled. If the amount due by CITY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from CITY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due

on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by CITY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to CITY's satisfaction.

- (b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY CITY TO FULFILL CITY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

 X The funds to be utilized by CITY to fulfill its obligation under this contract are funds which are held by CITY at the time of the execution of this contract or will become available at a date following the execution of the contract.

 The source of funds to be utilized by CITY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until CITY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

- (a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the CITY, become its property. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.
- (b) *Termination for Convenience by the CITY.* The CITY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the CITY, become its property. If the Contract is terminated by the CITY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for

any work satisfactorily completed on said PROJECT.

(c) *Changes.* The CITY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CITY provided, however, that claims for money by the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.

This Contract shall be binding upon and inure to the benefit of any successor to the CITY and such successor shall be deemed substituted for the CITY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the CITY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, as

amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY .

- (i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY for examination all of its records with respect to matters covered by this Contract and will permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CITY.

- (j) *Interest of Members of the CITY and Other Local Public Officials.* No officer, member, or employee of the CITY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.
- (k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the CITY, the CONTRACTOR shall furnish additional services that are not considered as an integral part of the PROJECT plans and specifications. Under this Contract, all costs for additional services will be negotiated as to activities and compensation. Upon mutual written agreement between the CITY and the CONTRACTOR, and written authorization from the CITY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Contract agree that the CONTRACTOR is an independent firm or person and that the relationship created by this Contract is that of an independent contractor. Further, the parties agree that the CONTRACTOR is not an employee of the CITY, and will not be treated as such for federal income tax purposes. In this regard, the CONTRACTOR acknowledges and

accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the CITY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CITY, with the quality of services rendered to the CITY, then the CITY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties, and obligations evolving under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent contractor providing the CITY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by the CITY as compensation for providing said services and for the performance of this Contract are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be compensation to an independent contractor and shall not be subject to any tax withholding. It is expressly understood that the CITY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. The CONTRACTOR is not considered to be an agent or employee of the CITY for any purpose, and the CONTRACTOR will not be eligible to participate in any benefits the CITY provides for its own employees. It is further understood and agreed that the CITY does not agree to use the CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, the CONTRACTOR is free to contract for similar services to be performed for others during the term of this Contract.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Contract to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

CITY OF ALEXANDER CITY

By:

Date

ATTEST:

By:

Date

ATTACHMENT "A"
CITY OF ALEXANDER CITY

- 1) Attachment A is hereby made part of this Contract.
- 2) Work must be coordinated with the CITY and/or their representative.
- 3) The CONTRACTOR must maintain work space clean and free of debris.
- 4) The CONTRACTOR's bid dated _____ is hereby incorporated as a part of this Contract.