



CITY OF FAIRHOPE
P.O. Drawer 429
555 South Section St.
Fairhope, Alabama 36533
OFFICE OF PURCHASING MANAGER

REQUEST FOR QUOTE (RFQ)

RFQ #:001-10

RFQ TITLE: RFQ FOR DUCT CLEANING PD

RFQ date issued: 12-30-09

Quote Due Date and Time: January 12, 2010, 2:00 PM.

PRE – QUOTE / SITE SURVEY: January 6, 2010, 10:00 AM, at 555 S. Section St., Fairhope, Al.

Submit Quote by e-mail to: dan.ames@cofairhope.com .

PLEASE SUBMIT QUOTE VIA EMAIL DIRECTLY TO DANIEL P. AMES, PURCHASING MANAGER LISTED ABOVE.

SUBMIT ENTIRE RFQ WITH SIGNED QUOTATION (PDF FILE IS ACCEPTABLE)

PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE RFQ #001-10, RFQ FOR PD DUCT CLEANING .

QUESTIONS: Direct all questions to:

Daniel P. Ames, Purchasing Manager, E-mail or, Phone: 251-928-8003, ask to be put through to desk or cell phone.

SCOPE for RFQ FOR PD DUCT CLEANING

The purpose of this RFQ is to Procure services to clean all HVAC ductwork at the Fairhope Police Department Justice Center.

1. All quotes must be valid for 45 days minimum.

Location at which work to be performed:
107 N. SECTION ST.
FAIRHOPE, AL 36532

MINIMUM SPECIFICATIONS for RFQ FOR DUCT CLEANING

1. WARRANTY – Awarded Vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded Vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the Awarded Vendor warranty, and the terms of which will not be altered by the Awarded Bidder's warranty.

2. QUOTING VENDOR INFORMATION
Quoting Vendor further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all addenda. Submitting this document constitutes complete understanding and compliance with the terms and conditions and certifies that all-necessary facilities and personnel are available and established at the time of quotation submittal.

Bidders are required to read and understand all information contained within this entire quote package.

3. TECHNICAL SPECIFICATIONS (Provided by Public Works Dept.)

DUCT CLEANING SPECIFICATIONS FOR CITY OF FAIRHOPE POLICE DEPARTMENT

GENERAL SPECIFICATIONS

- A. Clean all existing duct system components before testing, adjusting, and balancing.
- B. Use existing service openings for entry and inspection.
- C. If contractor deems necessary for cleaning purposes, new access openings may be created. If new openings are created, contractor will be required to install the appropriate panels for the duct static pressure class. Contractor will be required to provide insulated panels for insulated, or lined, duct. Patch insulation and liner as recommended by duct liner manufacturer.
- D. All flexible ducts shall be disconnected and reconnected as needed for a thorough system cleaning.
- E. In order to gain appropriate access to system for cleaning, existing certain ceiling tiles will have to be removed and reinstalled.

PARTICULATE COLLECTION & ODOR REMOVAL

- A. If and when ventilating vacuuming system inside of the building, use

HEPA filtration with 99%, or greater, collection efficiency in order to capture particles of 0.3 microns or larger.

- B. When ventilating vacuuming system to the outside of the building, use a filter to collect debris removed from the HVAC system. The exhaust from the vacuuming system **MUST** be located downwind...away from any air intake or other points of entry into the building.

COMPONENT CLEANING

- A. All air outlets and inlets are to be cleaned. This includes registers, grilles and diffusers.
- B. All air handling fans are to be cleaned. This includes supply, return and exhaust fans. This also includes the cleaning of related fan housings, plenums, scrolls, blades or vanes, shafts, baffles, dampers and drive assemblies.
- C. All air handling unit internal surfaces and components including mixing boxes, coil section, air wash system, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filter and filter sections, condensate collectors and condensate drains.
- D. Coils and all related components.
- E. Supply air ducts, dampers, actuators and turning vanes.
- F. Return air ducts, dampers, actuators and turning vanes.
- G. Dedicated exhaust and ventilation components of air make-up system.

MECHANICAL CLEANING METHOD

- A. Clean metal duct systems using mechanical cleaning methods which extract contaminants from within the duct systems and remove contaminants from within the building.
- B. Use vacuum collection devices that are operated continuously during the cleaning process. Connect the vacuum device to downstream end of duct systems in order to maintain a negative pressure on the system being cleaned. Vacuum system should be able to pull no less than 7,000 cfms and equipment must be provided to the City of Fairhope for its review prior to contract award.
- C. Use mechanical agitation to dislodge debris adhered to duct interior surfaces without causing damage to metal ducts, duct liner or duct accessories. Agitation devices using air pressure should be no less than 150 PSI...continuous.
- D. Clean fibrous glass duct using HEPA vacuuming equipment; fibrous glass duct liner **shall not be allowed to get wet**. Duct liner which has been damaged, deteriorated or delaminated should be replaced. Duct liner which has friable material, mold or fungus growth should be replaced. Contractor is to contact the City of Fairhope representative immediately upon discovery of any of these conditions before proceeding with contract work.
- E. All coils and coil drain pans are to be cleaned per NADCA 1992. All drain pans are to be kept operational at all times. Coils are to be rinsed with clean water to remove latent residues and cleaning materials. Coil fins are to be combed and straightened.
- F. Contractor is to provide drainage and cleanup for wash down procedures.

ANTIMICROBIAL AGENTS AND COATINGS

- A. Apply only EPA registered antimicrobial agents if fungus is found to be present. Apply antimicrobial agents according to manufacturers **written instructions** after the removal of surface deposits and debris.

SUBMISSION OF FINAL WRITTEN REPORT

- A. A fully executed completion report shall be issued to the City of Fairhope upon the completion of the system cleaning. A PDF file formatted report including color photograph pictures of the system before and after cleaning shall be included. As well, this report shall contain contractor suggested repairs and/or improvements which should be made to enhance the continued performance of the air handling system. This report shall also contain any recommended adjustments to the building itself in order to maintain good air quality after the system cleaning has been completed.

4. GENERAL SPECIFICATIONS

4.1 CITY OF FAIRHOPE CONTRIBUTION

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the Contract Documents.

4.2 LICENSING

Contractor must be properly licensed to perform the work as outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to issuance of Notice To Proceed. Where required by State Law, State Contractor's license is required.

No quotes will be considered unless the vendor, 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.

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

4.3 PERFORMANCE ASSURANCE AND INSURANCE

The vendor to whom award is made shall provide a Performance Bond equal to 100% of the Contract Amount and a Labor and Material Bond equal to 50% of the contract amount. The accepted vendor shall also provide insurance as required in specifications.

4.4 DURATION OF OFFER

No quotation shall be withdrawn for a period of thirty (30) days subsequent to the receipt of quotation without the consent of the City Council of the City of Fairhope.

4.5 EQUAL OPPORTUNITY

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

4.6 QUOTATION SUBMISSION AND PREPARATION

Quotations will be received by The City of Fairhope as noted above.

Submit one copy of the executed offer on the Quotation Form provided, signed, dated and notarized.

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of quotations. Vendors 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 quotation forms shall be suitably filled in.

Fill in all blanks on the quotation form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the vendor.

The Quotation Form may have a Contingency Allowance listed. Add this amount to the Base Quote to derive the Total Quotation. The Contingency Allowance covers unforeseen conditions and shall not be used by the Contractor without the written authorization of the City of Fairhope. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the City of Fairhope

Each quotation must give the full business address of the vendor and must be signed by him with his usual signature. Quotations 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. Quotations 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 quotation 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 quotation of the individual signing. When requested by the City of Fairhope satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Each project will be quoted separately unless otherwise expressly requested in the contract document. Combination quotations, that is quotations on separate projects lumped together as a single quotation,

or on all or none basis, will not be accepted unless the contract document expressly requests or permits same. Alternate quotations will not be considered unless requested.

4.7 QUOTATION INELIGIBILITY

Quotations that contain irregularities of any kind may be declared unacceptable at the discretion of the City. The City may waive any irregularities and may reject any or all quotations.

4.8 CONTRACT TIME

The Contractor agrees to perform the work within the time stated in the RFQ. The vendor, in submitting an offer, accepts the conditions of the contract period stated for performing the work.

4.9 CONSTRUCTION DOCUMENT IDENTIFICATION

The Construction Documents are the Request for Quotation documents, Addenda (if any), and all other related documents bearing the Project Title and Number.

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

4.10 INQUIRIES/ADDENDA

Direct questions to Daniel P. Ames, Purchasing Manager, at: dan.ames@cofairhope.com .

All Addenda are part of the Contract Documents. Include resultant costs in the quotation. Addenda will be issued by e-mail or fax. It is the responsibility of the vendor to verify that all addenda have been received. All addenda must be signed by vendor and included in sealed quotation.

4.11 QUOTATION ACCEPTANCE

The quotation with lowest total quotation dollar amount from a responsive and responsible vendor may be accepted if within the

Contract Budget. In the event that alternates are listed on the quotation form, the lowest combination of Total Quotation and

Alternate Quotations accepted by the City shall be the accepted quotation. Alternates shall be awarded in the order in which they are listed on the quotation form.

4.12 VENDORS INTERESTED IN MORE THAN ONE QUOTATION

If more than one quotation is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a vendor quoting is not thereby disqualified from quoting prices to other vendors quoting or from submitting a quotation directly for the materials or work. The City reserves the right to determine in its discretion whether the provisions of this clause have been violated by any vendor quoting.

4.13 ERRORS IN BIDS

Vendors, 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 vendor's own risk. In case of error, in the extension of prices, the unit price will govern.

4.14 CONTRACT AND BOND

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

4.15 INSURANCE REQUIREMENTS

If work is to be performed by awarded bidder, The insurance policies of any insurance company recognized as an admitted carrier by the State of Alabama, will be accepted as insurance as required for any bid or contract. See the instructions hereinafter contained with respect to the type, form, and amounts of required insurance policies.

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

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.

NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE CITY.

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

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.

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

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

- Independent Contractors
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

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.

Owner's Protective Liability The **AWARDED VENDOR** shall at his expense provide Owners Protective Liability policies issued in the name of the **OWNER** covering its liability for operation of the **AWARDED VENDOR**. The policy limits shall be no less than \$1,000,000 combined single limit Bodily Injury and Property Damage per occurrence

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.

4.16 COLLUSION

If there is any reason for believing that collusion exists among the vendors quoting, any or all quotations may be rejected, and those participating in such collusion may be barred from submitting quotations on the same or other work with the City.

4.17 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City, and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract

amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

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

4.18 PROSECUTION OF WORK

The Contractor shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the

Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

RFQ SUBMITTAL FORM

Date: ____/____/____

RFQ NO.: 001-10

RFQ Name: PD DUCT CLEANING

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

The owner agrees to provide the following materials: NONE

Base Quotation \$ _____

Allowance \$ none

Total Quotation \$ _____

The contractor agrees to complete all the work within Twenty One (21) working days from date given in the *Notice to Proceed* (NTP) unless other arrangements are approved by the Project Manager.

Company _____

Company Representative _____
(Print)

Company Representative _____
(Signature)

Address _____

Phone Number () _____

Fax Number () _____

Alabama License No. _____

Quotation will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete materials and/or services outlined within this RFQ. Show quantity / price breaks, if available.

The above quotation is made on behalf of _____

_____ 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 materials and/or services outlined and in the manner specified within this RFQ.

If manufacturer is quoting please also include dealer contact information with this quote.

_____ (Company Name)	_____ (Representative typed Name)
_____ (Address)	_____ (Title)
_____ (City) (State) (Zip)	_____ (Phone and Fax Numbers.)
_____ (Federal Tax Identification Number) DO NOT PROVIDE SOCIAL SECURITY NUMBER	_____ Email

CONTRACT

This **CONTRACT** is made this _____ day of _____,
, by and between the City of Fairhope (hereinafter "**OWNER**") and
_____(hereinafter "**CONTRACTOR**"),
on the

PROJECT: PW001-10, PD DUCT CLEANING

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

1. The contract consists of all of the items contained within this request for quotation package.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within ten (10) days of the date specified in a *Notice to Proceed* (NTP) to be issued to the Contractor by the Owner, or its authorized representative. The work shall be completed, subject to authorized adjustments, within THIRTY (30) CALENDAR days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of \$200 per working day.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____
_____(\$ _____) as per "**Scope of Work**" attached. This represents a **LUMP SUM** payment for performance of the **WORK**, which payment shall be issued after the contract is fully performed and the **OWNER** has inspected the **WORK**. Upon completion of the work, the **OWNER** will cause notice of final completion of the **CONTRACT** to be published one (1) time in a newspaper of general circulation, published in **BALDWIN COUNTY** and shall post

notice of final completion on its bulletin board for one (1) week, and the **CONTRACTOR** shall certify under oath that all bills have been paid in full. The parties may complete final settlement any time after the notice has been posted for an entire week.

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

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

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

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

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

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

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

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

13. If the **CONTRACTOR** fails to correct defective **WORK** as set forth above or persistently fails to carry out the **WORK** in accordance with the **CONTRACT DOCUMENTS**, or fails to supply enough properly trained workers or proper materials or disregards laws, ordinances, rules or regulations, the **OWNER**, by a written order signed by its authorized agent, may order the **CONTRACTOR** to stop the **WORK**. If the **CONTRACTOR** fails within the TWO (2) days after receipt of written notice to commence corrective action, the **OWNER** may, and without prejudice to any other remedy of the **OWNER**, terminate employment of the **CONTRACTOR** and take possession of the site and of all materials thereon, and may finish the work by whatever methods the **OWNER** finds expedient.

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

15. If the **CONTRACTOR** is delayed at any time in the progress of the **WORK** by any act or neglect of the **OWNER**, any of its employees, labor disputes,

fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the **CONTRACTOR'S** control, the **CONTRACT** time shall be extended to such reasonable time as the **OWNER** may determine.

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

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

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

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

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

21. The **OWNER** and **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assign and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the

CONTRACT DOCUMENTS. Neither party to the **CONTRACT** shall assign the **CONTRACT** or sublet it as a whole without the written consent of the other.

ATTEST:

THE CITY OF FAIRHOPE, ALABAMA

LISA HANKS

City Clerk

BY: TIMOTHY M. KANT

ITS: Mayor

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) _____

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 _____, _____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

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 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 _____ ,

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____