

**City of Fairhope, Al**  
**Request for Quotations**  
**RFQ No. 004-10**  
**RFQ Title Plumbing Services**

**Time Line**

March 31, 2010	RFQ sent out.
April 9, 2010, 10:00 AM	Receipt of quotations by City deadline
April 9-13, 2010	Evaluation of quotations
April 26, 2010	Tentative date for City Council Approval

- 1. Purpose.** The Request for Quotations (RFQ) is issued as contained in this document. The City of Fairhope invites submittals from firms interested in providing plumbing services for the installation of grinder pumps for the Sewer Department.
- 2. Background.** The City of Fairhope Sewer Department provides sewer service to clients in Baldwin County. The City will offer its qualified clients needing grinder pumps in their sewer system the opportunity to procure the pumps and the installation thereof, through financing provided by the City.
- 3. Objective.** The City of Fairhope is seeking a plumbing firm to provide plumbing service for turnkey installation of grinder pumps. The City of Fairhope will furnish the grinder pumps, the Awarded Vendor will furnish all other necessary installation materials.
- 4. Location.** Various, existing residential customers only.

**Application Deadline.**  
10:00 AM on Friday, April 9, 2010

**Submit RFQs To:**  
Daniel P. Ames, Purchasing Manager  
P.O. Drawer 429  
Fairhope, Al 36533  
251.990-0199

*For additional information please contact:*  
Daniel P. Ames, Purchasing Manager  
P.O. Drawer 429  
Fairhope, Al 36533  
251.990-0199  
Or email: [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com)

**SAMPLE - TO BE SIGNED ONLY BY AWARDED VENDOR**

**CONTRACT DOCUMENTS**

**FOR**

**PLUMBING SERVICES CONTRACT**

**BETWEEN THE CITY OF FAIRHOPE AND \_\_\_\_\_**

**FOR**

**PLUMBING SERVICES TO INSTALL GRINDER PUMPS**

**City of Fairhope City Council**

**Lonnie Mixon, Council President**

**Timothy M. Kant, Mayor**

State of Alabama )

County of Baldwin )

### CONTRACT FOR PLUMBING SERVICES

This Contract for **Plumbing Services** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Fairhope (hereinafter called "CITY") acting by and through its governing body, the City of Fairhope City Council and \_\_\_\_\_, (hereinafter referred to as "PROVIDER").

#### WITNESSETH:

**Whereas,** The City of Fairhope requires Plumbing Services

**Whereas,** \_\_\_\_\_ provides Plumbing Services

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and CITY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

1. City: City of Fairhope, Fairhope City Council, Mayor, employees and agents
2. PROVIDER: (awarded vendor's name)

**II. Obligations Generally.** The CITY hereby employs, and the PROVIDER agrees to perform for the CITY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined

herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.
- IV. Qualifications. For the purpose of this contract, the PROVIDER represents and warrants to the CITY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The CITY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed (including licensed plumber in the State of Alabama) and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the CITY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the material at the CITY's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the CITY and has no authority, whether express or implied, to contract for or bind the CITY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the CITY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or CITY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of CITY and the creation of such a relationship is prohibited and void.

- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This agreement represents the entire and integrated agreement between CITY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the CITY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the CITY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the CITY, which may be withheld or granted in the sole discretion of the CITY.
- XIV. Ownership of Documents/Work. The CITY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the CITY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the CITY's prior written consent, which may be withheld or granted in the sole discretion of the CITY.
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: (name) \_\_\_\_\_  
(address) \_\_\_\_\_

CITY: City of Fairhope, Alabama  
c/o Mayor  
P.O. Drawer 429  
Fairhope, Al 36532

**XVI. Services to be Rendered.** PROVIDER is retained by the CITY as a professionally-qualified Plumber. The general scope of work for the services shall include all the terms and Conditions of Attachment "A", the same being expressly incorporated herein by reference, and without limitation will encompass: "PLUMBING SERVICES TO INSTALL GRINDER PUMPS"

1. PROVIDER will provide ongoing communications with CITY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with CITY as needed or requested.
2. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
3. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the CITY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the CITY.**

1. The CITY shall provide reasonable notice to PROVIDER whenever the CITY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
2. The CITY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The CITY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

1. In the event of termination, the CITY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by CITY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by CITY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid \_\_\_\_\_ DOLLARS

(\$ ) per installation. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Ordering.**

1. The City of Fairhope Purchasing Department will issue Purchase Order(s) to the awarded vendor for bid services as needed.
2. If awarded vendor fails to fill Purchase Order(s) or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

**XXII. Delivery of Service**

1. Deliver bid services to City of Fairhope designated sites.
2. At point of installation, before ground cover up, the City will inspect the installation. If approved, Awarded vendor will present an itemized service ticket **with the Purchase Order Number clearly referenced thereon**, to City of Fairhope receiving personnel for signing.
3. F.O.B. City of Fairhope, as directed.
4. The bidder shall give the City at least 24 hours notice (Weekends and Holidays excluded) prior to inspection on site.

**XXIII PAYMENT**

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

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

**2. All invoices must reference appropriate Purchase Order Numbers**

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

**XXIV. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of twelve (12) months and upon a written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

**XXV. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall

include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXVI.** Indemnification. Provider shall indemnify, defend and hold CITY and its affiliates, employees, agents, and representatives (collectively "CITY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon CITY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the CITY with proof of general liability coverage including the CITY as an additional insured. This indemnification shall survive the expiration of this agreement.

**XXVII:** Number of Originals. This Agreement shall be executed with four originals, all of which are equally valid as an original.

**XXVIII:** Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXIX:** Insurance: Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to CITY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and nonowned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury and property damage liability each occurrence. Commercial General Liability Insurance, providing Bodily Injury and Property Damage Liability with limits no less than \$1,000,000.00 combined single limit, including all contractual liability hereunder, Products/Completed operations. All liability insurance shall name the CITY as an additional insured. Worker's Compensation and Employer's Liability Insurance, meeting the statutory limits of the State of Alabama, fully covering all employees and supervisors participating within the scope of this contract.

Prior to commencing operations hereunder, a Certificate of Insurance evidence such coverage, satisfactory to CITY, shall be furnished to CITY, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to CITY in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against CITY and CITY Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, CITY may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

THE CITY OF FAIRHOPE  
OF BALDWIN COUNTY, ALABAMA

ATTEST:

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

\_\_\_\_\_

(Mayor)

(City Clerk)

Two Witnesses to Contractor:

\_\_\_\_\_

(Contractor)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Contractor Business Address)

I \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the Corporation named as Contractor herein, that \_\_\_\_\_  
\_\_\_\_\_ who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_  
\_\_\_\_\_ of said Corporation; that said contract  
was duly signed for and in behalf of said corporation by authority of its governing body, and is within the  
scope of its corporation by authority of its corporate powers.

\_\_\_\_\_

(Corporate Seal)

NOTARY FOR PROVIDER

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}ss  
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I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that

\_\_\_\_\_  
\_\_\_\_\_ whose name as \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a corporation, is signed to the foregoing

instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, \_\_\_\_\_, \_\_\_\_\_  
(county) (state)

NOTARY FOR CITY

{ STATE OF ALABAMA }  
{ COUNTY OF BALDWIN }

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that TIMOTHY M. KANT and LISA A. HANKS, whose names as Mayor and City Clerk, respectively of the CITY OF FAIHOPE of BALDWIN COUNTY, a body corporate and politic, are signed to the foregoing instrument and who are known to me, acknowledge before me on this day, that being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_.

\_\_\_\_\_

**ATTACHMENT "A"**

**Scope of Work**

1. With the exception of the grinder pump (which will be supplied by the City) Awarded Vendor will provide all materials, equipment and services, required to install grinder pumps at designated residential client locations.
2. Taps will be provided by Fairhope Public Utilities Department.
3. The City of Fairhope will furnish the grinder pumps.
4. Warranty
  - a. 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 installation 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 Vendor's warranty. **Warranties exist between Awarded Vendor and the property owner of installation location.**
5. Routine Services
  - a. All routine installation, removal and maintenance performed under this Agreement shall be conducted during the City of Fairhope's normal business hours of 8:00AM to 5:00 PM, Monday through Friday. No City of Fairhope employee overtime will be approved for routine preventive maintenance unless expressed in written permission by City of Fairhope.
  - b. After hours calls, at any hour, shall be 5:01 PM to 7:59 AM, Monday through Friday, weekends and City approved holidays.
  - c. All work scheduling must be preapproved by the City of Fairhope Sewer Dept.

## 6. Emergency Services

- a. Awarded Vendor must provide Twenty four (24) hour, Seven (7) days per week emergency service, to include holidays.