SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	INVITATION TO BID	
BID TITLE				BID NO.
GROUNDS N	//AINTENANCE - VARI	OUS WATER & SEWER LO	CATIONS	9041-062623-1
PAGE 1 OF	BIDS WILL BE OPENED AT 10:00 AM CST ON JUNE 26, 2023, IN THE OFFICE OF THE			ISSUE DATE
<u>36</u> PAGES	PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT			
	BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SUCH DATE & TIME.			06/09/2023
	MAYO	<u>PR</u>	Vendor Information	1

	>>>
	City of
100	LTUSCALOOSA

WALTER MADDOX

COUNCIL MEMBERS

MATTHEW WILSON KIP TYNER RAEVAN HOWARD **JOHN FAILE NORMAN CROW CASSIUS LANIER LEE BUSBY**

> **PURCHASING AGENT AMANDA GANN**

2 3113	(SECTION TO BE COMPLETED BY VENDOR)				
Company Name (Please	Print)				
Phone Number	Point of Contact				
Email Address					

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- Our enclosed Bid forms are to be used in submitting your bid. (a)
- All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule (b) and each continuation sheet on which any entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices as the City is exempt from (e) payment of such taxes. An exemption certificate will be signed where applicable upon request.
- Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents. (f)
- Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of (g) material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- Bidders are advised that all City Contracts are subject to all legal requirements provided for in the Purchasing ordinance and/or (h) State and Federal Statutes.

DESCRIPTION OF SUPPLIES 2.

- Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing (a) and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand which meets the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

SUBMISSION OF BIDS 3.

- Bids and changes thereto shall be enclosed in sealed envelopes addressed to Amanda Gann, Purchasing Agent, 2201 University (a) Blvd., Tuscaloosa, Alabama 35401. The name and address of the bidder, the date and hour of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

REJECTION OF BIDS

- The City may reject a bid if: (a)
 - 1. The bidder misstates or conceals any material fact in the bid, or if,
 - 2. The bid does not strictly conform to the law or requirement of bid, or if,
 - The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- (b) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

WITHDRAWAL OF BIDS

(a) Bids may not be withdrawn after the time set for the bid opening for a period of time as specified.

GROUNDS MAINTENANCE - VARIOUS WATER & SEWER LOCATIONS Bidder Company Name BID NO. 9041-062623-1 Bidder Signature

(b) Bids may be withdrawn prior to the time set for the bid opening.

6. LATE BIDS OR MODIFICATIONS

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.

7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents of any part thereof, he may submit to the Purchasing Agent on or before five (5) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five (5) days prior to scheduled opening.

8. DISCOUNTS

- (a) Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

9. SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City of Tuscaloosa. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense, unless stated otherwise in Special Conditions or Specifications. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

10. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder based upon the following factors: quality; conformity with specifications; purpose for which required; terms of delivery; transportation charges; dates of delivery.
- (b) The city reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par.4(a)3.
- (c) <u>Prices quoted must be FOB Destination to Tuscaloosa with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.</u>
- (d) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder shall result in a binding contract.
- (e) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.

11. DELIVERY

- (a) Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bids.
- (b) Deliveries are to be made during regular business hours.

12. CONDITION OF MATERIALS AND PACKAGING

All items furnished must be new and free from defects. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and price bid shall include standard commercial packaging.

13. CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s).

15. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid to make available to all City agencies, departments, and in-city municipalities the bid prices he submits, in accordance with the bid terms and conditions, should any said department, agency, or municipality wish to buy under this proposal.

16. COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

17. VARIANCE IN CONDITIONS

Any and all special conditions and specifications attached hereto which vary from General Conditions shall have precedence.

18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program called Tuscaloosa Builds, which is designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law. To learn more about this program, visit the City's website at www.tuscaloosa.com.

^{**} PRELIMINARY BID TAB WILL BE POSTED ON THE CITY'S WEBSITE ONCE AVAILABLE at https://www.tuscaloosa.com/bids.

GROUNDS MAINTENANCE	VADIOLIS WATED	9. CEVA/ED I OCATIONIS
GROUNDS IVIAIN I ENANCE -	- VARIOUS WATER	& SEWER LUCATIONS

BID NO. 9041-062623-1

Bidder Company Name	
Bidder Signature	

SPECIAL CONDITIONS

The General Conditions of Invitations to Bid and any Special Conditions stated shall be considered as part of the specifications of the bid.

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature and manufacturer's specifications plus any supplemental information necessary for comparison purposes must be submitted with the bid or the bid on that item will be rejected. Determination as to whether an item submitted for bid meets specifications shall be the sole responsibility of City personnel. Failure to include this information will subject a bid to rejection. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Any exceptions taken to any item(s) must be fully explained in written detail on bidders' letterhead and attached to the bid when submitted.

Awards shall be made or contracts entered into with the lowest responsible bidder(s) meeting all specifications and terms and conditions established by the Division of Purchasing. The Division of Purchasing reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Local Bidder Preference may be used in bid evaluation in accordance with State of Alabama Bid Law Section 41-16-50(a).

The issuance of a City of Tuscaloosa Purchase Order will be issued to the awarded bidder. The awarded bidder shall be required to enter into a contract between the vendor and the City of Tuscaloosa, which shall bind the vendor to furnish and deliver the commodities and/or services ordered at the prices, terms, and conditions quoted. A sample contract is provided in this bid document. See Attachment A. Attachment A does not need to be completed and/or included in the bid response. The contract will be executed after the bid award.

The pricing structure under the terms of this contract is a fixed rate. The fixed rate may be adjusted on an annual basis at the time of renewal. Upon renewal, any price increase or decrease shall be in exact increments of any price increase or decrease imposed by the supplier or manufacturer.

In the event a price increase is imposed upon the contractor by its supplier or manufacturer to procure labor or materials necessary to fulfill the scope of services and/or products to be provided under the terms of the contract due to unforeseeable economic and supply chain issues, the contractor may request a price increase equal to that imposed by its supplier or product manufacturer.

With any price increase request, the contractor shall provide a copy of the supplier's price increase notification along with the written request to the City. Price increase requests should be the result of an increase at the manufacturer's level that the contractor incurred after the contract commencement date with the City and not produce a higher profit margin than that on the original contract. The support documentation provided with the request to the City must clearly identify the items impacted by the increase.

The City will review the request and its sole discretion make a decision. If accepted, the adjustment shall become effective and will be firm for the remainder of the period. At no time shall the price increase(s) granted under the terms of this contract cumulatively exceed ten percent (10%) in a single calendar year. Contract pricing adjustments shall not be considered for fuel price fluctuations and fuel surcharges shall not be paid under this contract.

The term of this contract shall be for a period of one (1) year from the date of the Purchase Order hereof and shall automatically renew each year for up to two (2) years for a total maximum contract term of three (3) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.

GROUNDS MAINTENANCE - VARIOUS WATER & SEWER LOCATIONS	Bidder Company Name	
BID NO. 9041-062623-1	Bidder Signature	

SPECIAL CONDITIONS

The City of Tuscaloosa reserves the right to terminate this contract at any time without notice upon good cause shown. In the event of termination, the successful bidder shall be paid in full for all work previously authorized and performed up to the date of termination.

Questions concerning the bid process should be directed to Amanda Gann at agann@tuscaloosa.com. Questions concerning Specifications should be directed to Amy Whitson at awhitson@tuscaloosa.com.

Any addenda issued for this bid will be posted on the City of Tuscaloosa website at http://www.tuscaloosa.com/bids. It is the responsibility of the bidder to check this page for any addendums before submitting their bid.

BID NO. 9041-062623-1

Bidder Signature

BID DOCUMENTS, BID SUBMISSION & COVID-19 INFORMATION

Bid Documents include:

- 1. All IFB (Invitation for Bid) pages are to be used in submitting your bid.
 - a. Complete IFB via the fillable PDF provided or typed text when available.
- 2. Include any necessary literature and/or specifications outlined in this document.
- 3. Include any additional information, forms, samples, or documents that are requested in this document.
- 4. Provide completed and certified W9, which a template can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf.
- 5. When submitting paper copies, Vendor must submit an original bid <u>and</u> one complete paper copy, or the bid may be rejected.
- 6. When applicable, completed and signed Addendums. It is the responsibility of the bidder to monitor the City's webpage for any addendums before submitting their bid.

NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award. Addendums and Preliminary bid tabs are posted on the city's website at https://www.tuscaloosa.com/bids

Options for Bid Submission:

1. Electronic Submission

Submission of the bid documents as .pdf files can now be done at www.centralbidding.com. For any questions about the electronic bid document submission process, please contact City of Tuscaloosa Purchasing or Central Bidding at 225-810-4814 or support@centralbidding.com.

2. Submitting Bids by Mail/Package Carrier

Bidders who submit bids by mail or package carriers should do the following:

- a. Correctly label the <u>outer envelope</u> as instructed in this bid document to ensure proper identification and delivery to Purchasing.
- b. Use a shipping method that includes tracking information and an estimated delivery time. USPS standard mailing without tracking is not recommended.
- c. Do not wait until the last minute. Allow at least a day's cushion in case deliveries are delayed unexpectedly.

Bid submissions shall be submitted in a sealed envelope and addressed to:

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope.

One bid and copy of the same bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

Note: Keep in mind that the City is not responsible for deliveries from mail/package carriers that are delivered after the bid deadline.

3. Submitting Bids by Hand

Bidders submitting bids by hand must enter at the City Hall complex entrance located on the 4^{th} level of the City's Intermodal Facility parking deck; the entrance to the deck is located on 7^{th} Street beside Government Plaza. Bidders are to turn in sealed bids to the security guard on duty at the desk. Security will notify Purchasing that a bid has been turned in.

Bid submissions shall be submitted in a sealed envelope and addressed to:

Amanda Gann, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401.

The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope.

One bid and copy of the same bid per sealed envelope.

Failure to properly address, package, and label sealed envelope may result in bid rejection.

Note: Masks/face coverings may be required for entry into areas inside City Hall.

Bid Opening & Potential Date Change

If bidders choose to attend the bid opening, only one representative per bidder will be allowed to attend. All attendees shall be healthy and display no symptoms of sickness. Any date changes will be published in an addendum and posted on the City's website at https://www.tuscaloosa.com/bids.

GROUNDS MAINTENANCE	- VARIOLIS WATER &	, SEWER LOCATION

BID NO. 9041-062623-1

Bidder	Company	Name	

Bidder Signature

SCOPE OF WORK & SPECIFICATIONS

LOCATIONS:

This Invitation to Bid is for Ground Maintenance at seventy-four (74) City of Tuscaloosa locations. A diagram, photo, and address of the locations are listed in the Bid Submissions pages (pgs. 9-27).

The City reserves the right to add or remove locations from this list throughout the life of the contract. If locations are added, the awarded bidder agrees to offer pricing for added location that is comparable to similar locations on this list.

MAINTENANCE REQUIREMENTS:

Contractor agrees to furnish all labor, materials, tools, transportation, and equipment necessary to perform under this contract.

The frequency of maintenance shall be at the sole discretion of the City, as directed by the City Representative. The grass at each of the facilities will be cut as needed but not less often than twice a month during growing season. During the off season (when grass growth begins to slow/stop), each facility will be cut once per month. Leaves shall be removed as needed but not less often than twice a month. String trimming around shrubbery, fences, building walls or any other fixtures shall be done in conjunction with each mowing. The City has the right to change the frequency of maintenance at any time during the contract period.

Contractor shall cut grass and trim hedges, shrubs and trees, remove all vines growing on fences, remove light tree limbs, pick up trash, debris and leaves in the areas on and around City maintained grounds.

Contractor shall edge at the back of curbs along sidewalks as needed no less than once per month but may be required with each mowing if growing conditions require.

Contractor shall weed around shrubbery or landscaped areas as needed but no less than once per month. The use of herbicide to control weeds shall be permitted, however, dead vegetation shall be removed as soon as it is obvious the herbicide has been effective.

All fences shall be kept free of weeds, vines, seedling trees or any other unwanted vegetation. Outside Fence line should be cut no less than 48-inches in width.

Locations that are only gravel lots shall only have weed control performed as needed but no less than once per month.

Whether the site is cut with a tractor, mower, weed eater, or lawn mower, the debris from the cutting and cleaning shall be removed each time. Contractor must remove and properly dispose of all leaves, limbs, trash, litter and light debris on the property each time at each location. Contractor may not leave material on curbside for City pickup.

Contractor shall submit a monthly schedule to the City Representative detailing the dates services will be performed at specific locations during the month ahead so that access to those locations may be secured and coordinated by the City Representative.

Any Issues that may prevent you from your requirements need to be documented and reported promptly. Any damaged property must be documented and reported promptly.

GROUNDS MAINTENANCE - VARIOUS WATER $\&$ SEWER LOCATIONS
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Bidder Signature

GENERAL REQUIREMENTS

INSURANCE REQUIREMENTS:

BID NO. 9041-062623-1

Contractor shall secure and maintain insurance in such amounts as may be necessary to protect the interest of the City against hazards or risks of losses hereinafter specified through the duration of this contract. Such insurance shall be carried by a company or companies doing business by agent in the City of Tuscaloosa and shall be in a form and amount to be approved by the City.

The Certificate of Insurance shall contain a provision that not less than ten (10) days written notice shall be given to the City before any policy or coverage is canceled. Without limiting the requirements above set forth, the insurance coverage shall include a minimum of:

- A. Workmen's Compensation Insurance in an amount as required under the laws of the State of Alabama. In case any work is sublet, with the consent of the City of Tuscaloosa, the Contract shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees.
- B. Public General Liability Insurance, written in comprehensive form, that protects the Contractor and the City against claims arising from injuries to members of the public, City employees or damage to property of others arising out of any act or omission to act of the Contractor, or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$300,000.00 combined single limits.
- C. Property Insurance which shall include damage to the property of the City of Tuscaloosa in an amount not less than \$300,000.00.
- D. The City of Tuscaloosa, its officers, agents and employees shall be named as additional insured under the policies in subparagraphs B and C and so identified in the Certificate of Insurance. The Contractor shall furnish the City Certificates of such insurance, to serve as satisfactory proof to the signing of this Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide public liability and property insurance in the above stated amounts.

Invoicing and Payment Terms

Contractor shall bill the City monthly by submitting a detailed invoice to the City Representative for all work and services performed, with details as follows: a list for each location where services were performed and the date such services were performed.

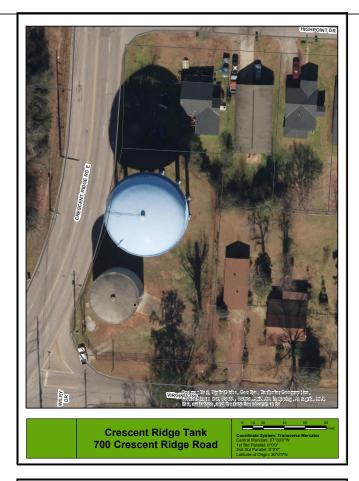
The Contractor will be paid on the basis of invoices submitted to be paid 30 days upon receipt and approval by authorized agency official upon completion and acceptable of service. Each invoice shall reference this bid number as well as the purchase order number issued as a result of this solicitation. It is preferred that the Contractor submit electronic invoices to accountspayable@tuscaloosa.com.

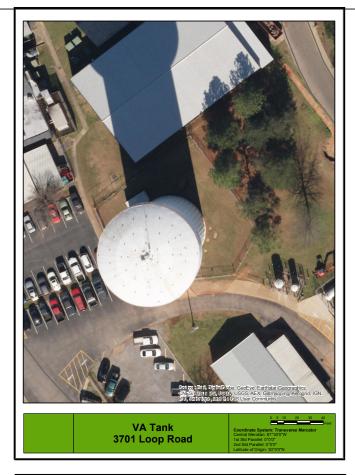
GROUNDS MAINTENANCE - VARIOUS WATER & SEWER LOCATIONS	Bidder Company Name	
BID NO. 9041-062623-1	Bidder Signature	

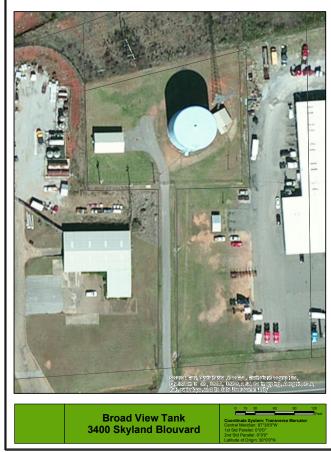
The following documents must be provided along with these Invitation to Bid documents.

- 1. Please include a document that details company officials with contact phone numbers and email addresses.
- 2. Please include three (3) references from existing or prior contracts from other government agencies or business owners for similar work.

BID NO. 9041-062623-1

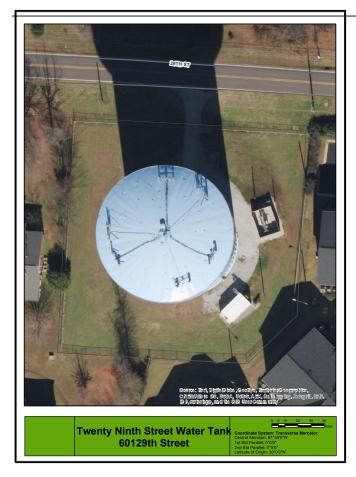


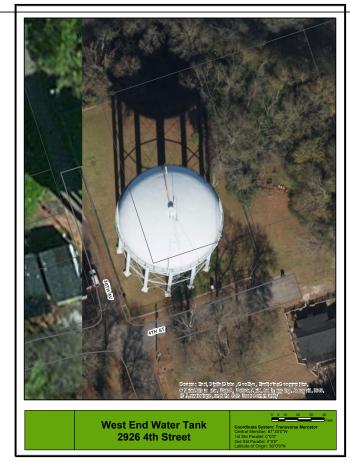






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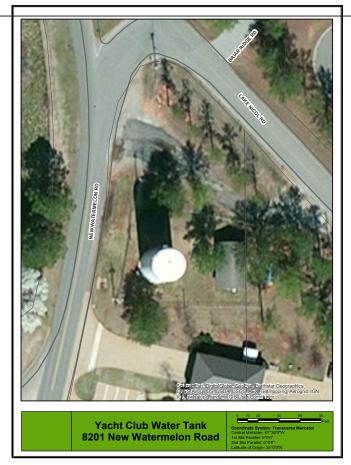




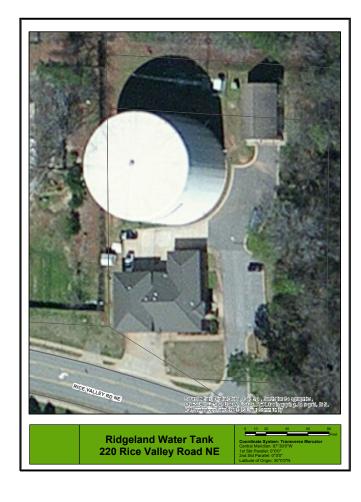


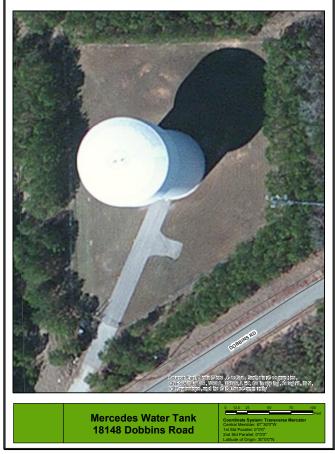


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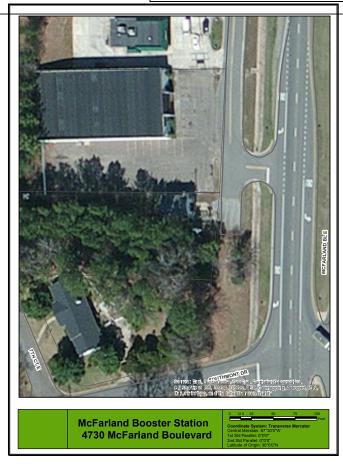


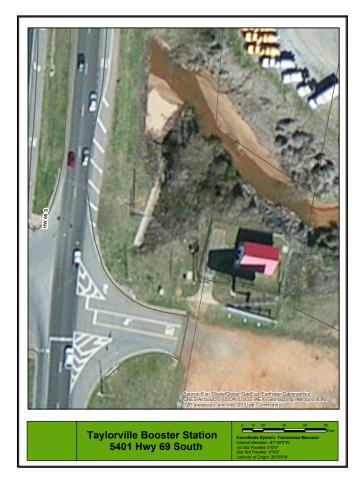




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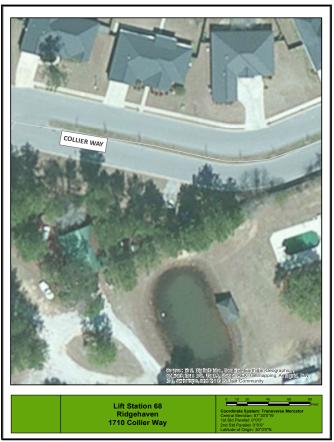
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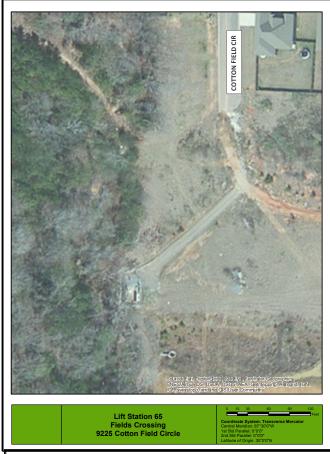


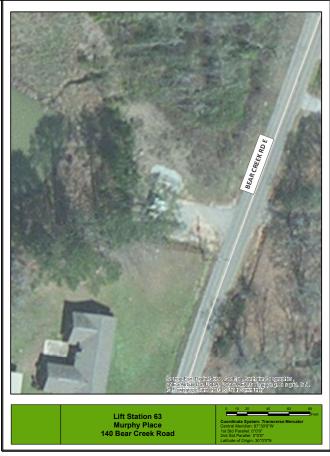




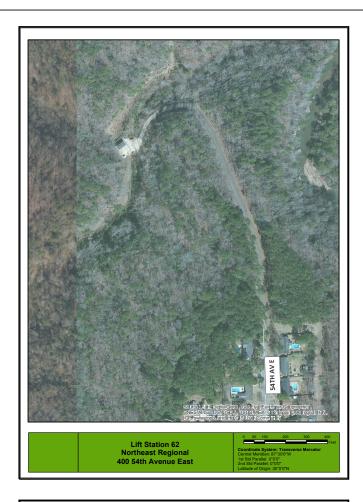
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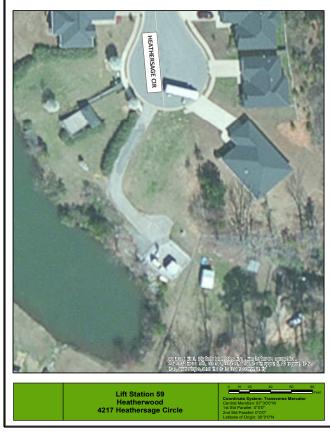




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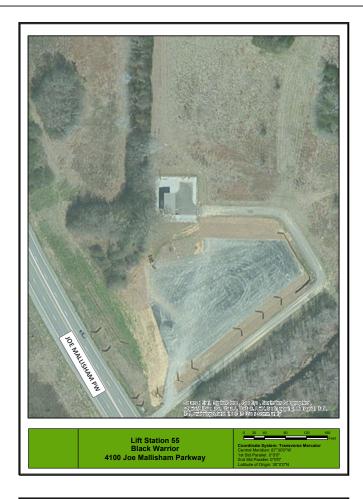








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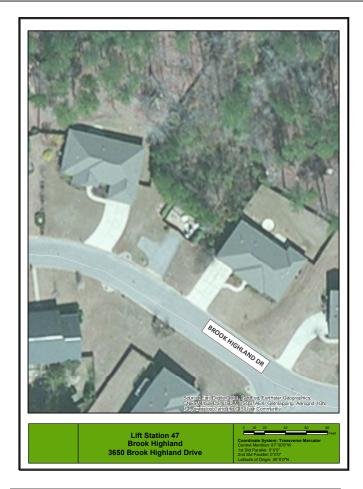


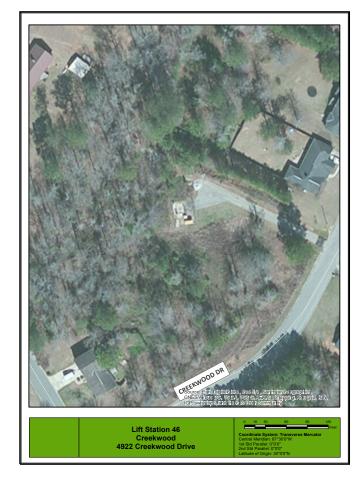






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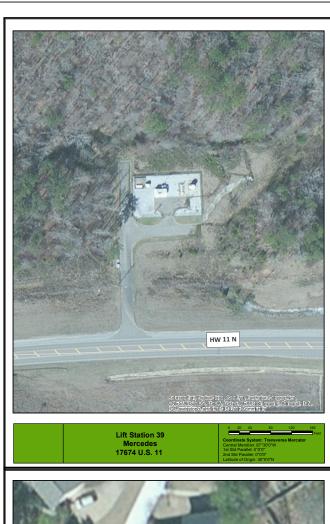
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BID NO. 9041-062623-1





BID NO. 9041-062623-1









BID NO. 9041-062623-1 Bidder Signature

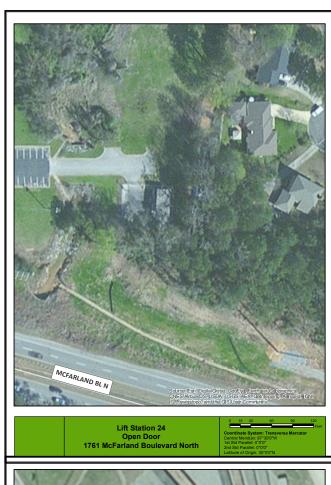




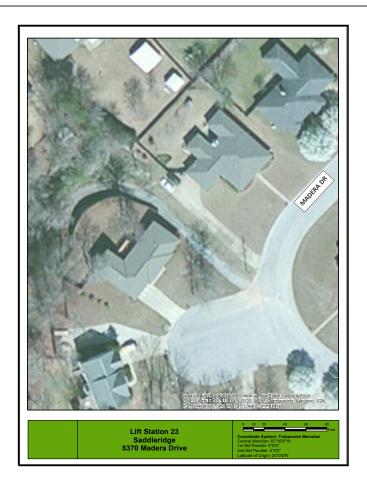




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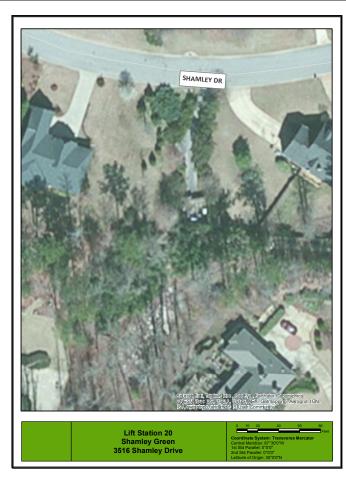






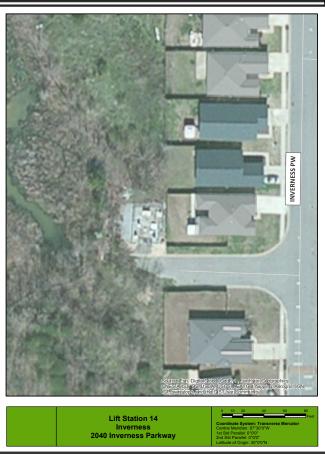


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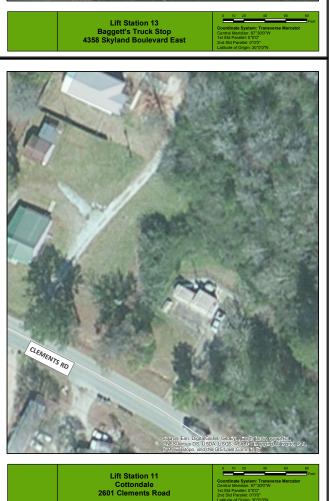


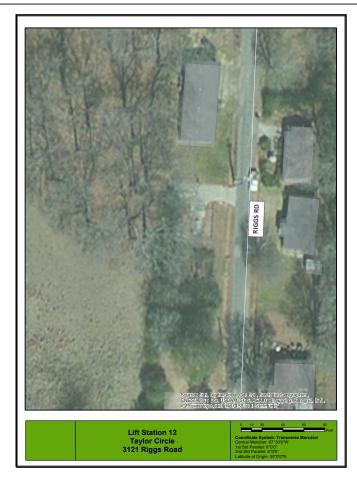


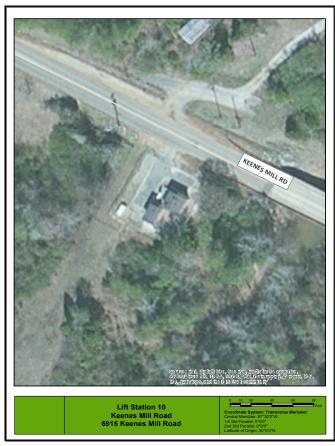


BID NO. 9041-062623-1









BID NO. 9041-062623-1









BID NO. 9041-062623-1

Bidder Signature



Lift Station 29 North River Yacht Club #2 8039 Mountbatten Road Northeast



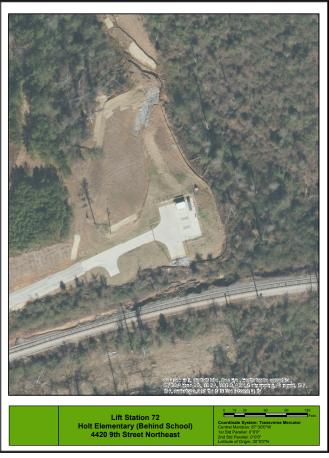


BID NO. 9041-062623-1









Bidder Company Name

BID NO. 9041-062623-1

Bidder Signature





Campus Drive Water Tank
966 Riverside Drive

Contral Median 27300"
1st 5st - Parallet 0100"
2nd 5st - Parallet 0100"
Listode of Origin: 301001

BID NO. 9041-062623-1

Bidder Company Name	
Bidder Signature	

BIDDER'S RESPONSE FORM

MESSAGE TO BIDDERS: Please review your bid documents for accuracy, completeness, required documentation, and necessary signatures before submitting. Please label the outer mailing/shipping package with the bid information as directed.

HOURLY RATE & INFORMATION REQUESTED FROM BIDDER		
Number of years in business as a full-time grounds service provider		

	Tank & Booster Stations	Column A	Column B	Column C
Item No.	Location Information	Bid Amt Per Cut - Maintenance	Estimated No. of Cuts-Maintenance Per Year	Annual Bid Total (Column A X Column B)
1	Bowers Water Tank - Secure Area 37th Street East & Hargrove Road Tuscaloosa, Al. 35405 Area: 26,275 ft ² Perimeter: 695 ft.	\$	26	\$
2	Clements Road Booster Station - Secure Area 2601 Clements Road Cottondale, Al. 35453 Area: 38,500 ft ² Perimeter: 804 ft.	\$	26	\$
3	McFarland Booster Station - Secure Area 4740 McFarland Blvd East Tuscaloosa, Al. 35405 Area: 2000 ft ² Perimeter: No Fence	\$	26	\$
4	Montgomery Hwy Tank - Secure Area 5800 McFarland Blvd. East Tuscaloosa, Al. 35405 Area: 14,500 ft ² Perimeter: 481 ft.	\$	26	\$
5	Ridgeland Water Tank - Secure Area 202 Rice Valley Road Tuscaloosa Al. 35406 Area: 15,000 ft ² Perimeter: 606 ft.	\$	26	\$
6	Taylorville Booster Station - Secure Area 5900 Highway 69 South Tuscaloosa, Al. 35405 Area: 5,700 ft ² Perimeter: 308 ft.	\$	26	\$
7	VA Water Tank - Secure Area 701 Loop Road East Tuscaloosa, Al. 35404 Area: 9,047 ft ² Perimeter: 370 ft.	\$	26	\$
8	Yacht Club Water Tank - Secure Area 8201 New Watermelon Road Tuscaloosa, Al. 35406 Area: 12,000 ft ² Perimeter: 450 ft.	\$	26	\$

BID NO. 9041-062623-1

Bidder Company Name

	Tank & Booster Stations	Column A	Column B	Column C
Item No.	Location Information	Bid Amt Per Cut - Maintenance	Estimated No. of Cuts-Maintenance Per Year	Annual Bid Total (Column A X Column B)
9	Broadview Water Tank - Secure Area 3500 Skyland Boulevard East Tuscaloosa, Al. 35401 Area: 53,000 ft ² Perimeter: 1,415 ft.	\$	26	\$
10	Crescent Ridge Water Tank - Secure Area 700 Crescent Ridge Road Tuscaloosa, Al. 35404 Area: 23,000 ft ² Perimeter: 1,300 ft.	\$	26	\$
11	Hillcrest Water Tank - Secure Area 400 Southview Lane Tuscaloosa, Al. 35405 Area: 38,700 ft ² Perimeter: 788 ft.	\$	26	\$
12	Martin Spur Water Tank - Secure Area 13215 Martin Spur Road Tuscaloosa, Al. 35473 Area: 50,275 ft ² Perimeter: 763 ft.	\$	26	\$
13	Mercedes Benz Water Tank - Secure Area 18148 Dobbins Road Vance, Al. 35490 Area: 65,500 ft ² Perimeter: 1,100 ft.	\$	26	\$
14	North River Water Tank - Secure Area 14463 D. Cunningham Road Tuscaloosa, Al. 35406 Area: 62,700 ft ² Perimeter: 100 ft.	\$	26	\$
15	Twenty-Ninth Water Tank - Secure Area 601 29th Street Tuscaloosa, Al. 35401 Area: 32,000 ft ² Perimeter: 700 ft.	\$	26	\$
16	West End Water Tank - Secure Area 2926 4th Street Tuscaloosa, Al. 35401 Area: 18,700 ft ² Perimeter: 551 ft.	\$	26	\$
17	Campus Drive Water Tank – Secure Area 966 Riverside Drive Tuscaloosa, Al. 35401 Area: 79,000 ft ² Perimeter: 1,107 ft.	\$	26	\$
18	Martin Spur Booster Station – Secure Area 6310 Watermelon Road Tuscaloosa, Al. 35406 Area: 3,300 ft ² Perimeter: 249 ft.	\$	26	\$
	Lift Stations			
19	#2-Riverview - Secure Area 535 7th Avenue Northeast, Tuscaloosa Area: 21377 ft ² Perimeter: 598 ft.	\$	26	\$

#18-Greenview - Secure Area

4600 Greenview Drive, Tuscaloosa

Area: 6608 ft² Perimeter: 425 ft.

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BID NO. 9041-062623-1

Bidder Company Name

BID NO. 9041-062623-1 Bidder Signature			Bidder Signature	
	Lift Stations	Column A	Column B	Column B Column C
Item No.	Location Information	Bid Amt Per Cut - Maintenance	Estimated No. of Cuts-Maintenance Per Year	Annual Bid Total (Column A X Column B)
20	#3-West End - Secure Area 3072 Jack Warner Parkway, Tuscaloosa Area: 58130 ft ² Perimeter: 1385 ft.	\$	26	\$
21	#4-N. Tuscaloosa - Secure Area 815 Rice Mine Road, Tuscaloosa Area: 25287 ft ² Perimeter: 745 ft.	\$	26	\$
22	#8-Crown Point - Secure Area 6100 Rice Mine Road Northeast, Tuscaloosa Area: 8295 ft ² Perimeter: 518 ft.	\$	26	\$
23	#10-Keene Mill Road - Secure Area 6915 Keenes Mill Road, Cottondale Area: 8652 ft ² Perimeter: 374 ft.	\$	26	\$
24	#11-Cottondale - Secure Area 2601 Clements Road, Cottondale Area: 8398 ft ² Perimeter: 393 ft.	\$	26	\$
25	#12-Taylor Circle - Secure Area 3121 Riggs Rd, Tuscaloosa Area: 3445 ft ² Perimeter: 235 ft.	\$	26	\$
26	#13-Baggett's Truck Stop - Secure Area 4358 Skyland Boulevard East, Tuscaloosa Area: 1331 ft ² Perimeter: 147 ft.	\$	26	\$
27	#14-Inverness - Secure Area 2040 Inverness Parkway, Tuscaloosa Area: 2307 ft ² Perimeter: 192 ft.	\$	26	\$
28	#15-Woodland Forest - Secure Area 4400 Locust Lane, Tuscaloosa Area: 8471 ft ² Perimeter: 367 ft.	\$	26	\$
29	#16-Oliver Lock & Dam Old Tuscaloosa Country Club Area: 1514 ft² Perimeter: 156 ft.	\$	26	\$

\$

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BID NO. 9041-062623-1

Bidder Company Name

	Lift Stations	Column A	Column B	Column C
Item No.	Location Information	Bid Amt Per Cut - Maintenance	Estimated No. of Cuts-Maintenance Per Year	Annual Bid Total (Column A X Column B)
31	#20-Shamley Green - Secure Area 3516 Shamley Dr, Tuscaloosa Area: 4144 ft ² Perimeter: 332 ft.	\$	26	\$
32	#21-32nd Avenue - Secure Area 3810 Martin Luther King Boulevard, Tuscaloosa Area: 20109 ft ² Perimeter: 571 ft.	\$	26	\$
33	#22-Industrial Park - Secure Area 9125 Energy Lane, Northport Area: 4412 ft ² Perimeter: 266 ft.	\$	26	\$
34	#23-Saddleridge - Secure Area 5370 Madera Drive, Tuscaloosa Area: 4818 ft ² Perimeter: 539 ft.	\$	26	\$
35	#24-Open Door - Secure Area 1761 McFarland Boulevard North, Tuscaloosa Area: 12987 ft ² Perimeter: 459 ft.	\$	26	\$
36	#25-Summerfield - Secure Area 5420 Summerfield Drive East, Tuscaloosa Area: 3886 ft ² Perimeter: 251 ft.	\$	26	\$
37	#32-Case/ Unity - Secure Area 4075 67th Avenue, Tuscaloosa Area: 7378 ft ² Perimeter: 373 ft.	\$	26	\$
38	#33-Mallard Creek - Secure Area 33 Crabtree Road, Tuscaloosa Area: 8654 ft ² Perimeter: 372 ft.	\$	26	\$
39	#35-Hinton Place - Secure Area 804 Farmdale Dr, Tuscaloosa Area: 10034 ft ² Perimeter: 449 ft.	\$	26	\$
40	#36-Grand Arbor - Secure Area 3581 Grand Arbor Drive, Tuscaloosa Area: 3292 ft ² Perimeter: 248 ft.	\$	26	\$
41	#37-Greystone - Secure Area 1561 Point Clear Road, Tuscaloosa Area: 4049 ft ² Perimeter: 256 ft.	\$	26	\$

BID NO. 9041-062623-1

Bidder Company Name

	Lift Stations	Column A	Column B	Column C
Item No.	Location Information	Bid Amt Per Cut - Maintenance	Estimated No. of Cuts-Maintenance Per Year	Annual Bid Total (Column A X Column B)
42	#38-N. River Yacht Club #5 - Secure Area 8900 Forrestal Drive Northeast, Tuscaloosa Area: 11799 ft ² Perimeter: 450 ft.	\$	26	\$
43	#39-Mercedes #1 - Secure Area 17674 U.S. 11, Vance Area: 41540 ft ² Perimeter: 988 ft.	\$	26	\$
44	#40-Cedar Cove Technical Park - Secure Area 15911 Progress Drive, Cottondale Area: 38286 ft ² Perimeter: 906	\$	26	\$
45	#41-Cottondale Industrial Park - Secure Area 4000 Industrial Drive, Cottondale Area: 23216 ft ² Perimeter: 638	\$	26	\$
46	#42-Hargrove Road East - Secure Area 6392 Hargrove Road, Tuscaloosa Area: 14956 ft ² Perimeter: 499	\$	26	\$
47	#43-Englewood - Secure Area 1745 Maxwell Loop Road, Tuscaloosa Area: 4960 ft ² Perimeter: 296	\$	26	\$
48	#44-Lexington Downs - Secure Area 5588 Bluegrass Parkway, Tuscaloosa Area: 15745 ft ² Perimeter: 553	\$	26	\$
49	#45-Airport Industrial park - Secure Area 1301 Industrial Park Drive, Tuscaloosa Area: 30689 ft ² Perimeter: 719	\$	26	\$
50	#46-Creekwood - Secure Area 4922 Creekwood Drive, Tuscaloosa Area: 11243 ft ² Perimeter: 594	\$	26	\$
51	#47-Brook Highland - Secure Area 3650 Brook Highland Drive, Tuscaloosa Area: 5564 ft ² Perimeter: 300	\$	26	\$
52	#49-Laurelwood - Secure Area 1799 Arrowleaf Circle, Tuscaloosa Area: 6125 ft ² Perimeter: 441	\$	26	\$

BID NO. 9041-062623-1

Bidder Company Name	
Bidder Signature	

	Lift Stations	Column A	Column B	Column C
Item No.	Location Information	Bid Amt Per Cut - Maintenance	Estimated No. of Cuts-Maintenance Per Year	Annual Bid Total (Column A X Column B)
53	#52-Magnolia Park - Secure Area 10108 Sunlight Drive, Tuscaloosa Area: 7981 ft ² Perimeter: 403	\$	26	\$
54	#53-Holt Peterson - Secure Area 4661 19th Street Northeast, Tuscaloosa Area: 8125 ft ² Perimeter: 382	\$	26	\$
55	#55-Black Warrior - Secure Area 4100 Joe Mallisham Parkway, Tuscaloosa Area: 67648 ft ² Perimeter: 1982	\$	26	\$
56	#58-Harbor Ridge - Secure Area 32 Signal Hill Circle, Tuscaloosa Area: 2278 ft ² Perimeter: 205	\$	26	\$
57	#59-Heatherwood - Secure Area 4217 Heathersage Circle, Tuscaloosa Area: 4214 ft ² Perimeter: 265	\$	26	\$
58	#60-NRYC "Lakes" - Secure Area 9450 Lakeside Cove, Tuscaloosa Area: 15780 ft ² Perimeter: 514	\$	26	\$
59	#62-North East Regional - Secure Area 400 54th Avenue East, Tuscaloosa Area: 125224 ft ² Perimeter: 3480	\$	26	\$
60	#63-Murphy Place - Secure Area 140 Bear Creek Road, Tuscaloosa Area: 3941 ft ² Perimeter: 288	\$	26	\$
61	#64-Lauderhill - Secure Area 1699 Northridge Road, Tuscaloosa Area: 4224 ft ² Perimeter: 289	\$	26	\$
62	#65-Fields Crossing - Secure Area 9225 Cotton Field Circle, Tuscaloosa Area: 3767 ft ² Perimeter: 533	\$	26	\$
63	#66-Laurelwood Gardens - Secure Area 2076 Laurel Lake Drive, Tuscaloosa Area: 16181 ft ² Perimeter: 779	\$	26	\$

Bidder Company Name

BID NO. 9041-062623-1

	Lift Stations	Column A	Column B	Column C
Item No.	Description	Cost Per Cut - Maintenance	Estimated No. of Cuts-Maintenance Per Year	Annual Total
64	#68-Ridge Haven - Secure Area 1710 Collier Way, Tuscaloosa Area: 4998 ft ² Perimeter: 285	\$	26	\$
65	#69-Hurricane Creek Trace - Secure Area 13 Cumberland Park, Tuscaloosa Area: 7342 ft ² Perimeter: 357	\$	26	\$
66	#70-Soma Church - Secure Area 4601 1st Place Northeast, Tuscaloosa Area: 9769 ft ² Perimeter: 401	\$	26	\$
67	#71-36th Avenue - Secure Area 1004 36th Avenue Northeast, Tuscaloosa Area: 17269 ft ² Perimeter: 550	\$	26	\$
68	#72-Holt Elementary - Secure Area 4420 9th Street Northeast, Tuscaloosa Area: 17969 ft ² Perimeter: 611	\$	26	\$
69	#73-Airport Industrial Blvd Secure Area Boone Boulevard, Northport Area: 17827 ft ² Perimeter: 547	\$	26	\$
70	#74-Braelin Village Limerick Lane, Tuscaloosa Area: 3991 ft² Perimeter: 263	\$	26	\$

Bidder Company Name

BID NO. 9041-062623-1

	Weed Control Only (Gravel Lot)	Column A	Column B	Column C
Item No.	Description	Cost Per Cut - Maintenance	Estimated No. of Cuts-Maintenance Per Year	Annual Total
71	#28-N. River Yacht Club #1 Yacht Club Way Northeast, Tuscaloosa Area: 537 ft ² Perimeter: 100 ft.	\$	12	\$
72	#29-N. River Yacht Club #2 8039 Mountbatten Road Northeast, Tuscaloosa Area: 1089 ft ² Perimeter: 133 ft.	\$	12	\$
73	#30-N. River Yacht Club #3 7317 Commodore Drive Northeast, Tuscaloosa Area: 1091 ft ² Perimeter: 132 ft.	\$	12	\$
74	#31-N. River Yacht Club #4 9125 Halsey Circle, Tuscaloosa Area: 1650 ft ² Perimeter: 163 ft.	\$	12	\$
	Grand Total Bid	\$		\$

GROUNDS MAINTENANCE - VARIOUS WATER & SEWER LOCATIONS

Bidder Company Name	
Bidder Signature	

BIDDER'S RESPONSE FORM

BIDDER INFORMATION					
Company Name	Contact Name				
Email Address	Telephone Number				
Business	Mailing Address for				
Address	Payments				
Authorized Signature					

COPIES SUBMITTED:

BID NO. 9041-062623-1

VENIDOD MIT	CT CLIRMIT AN ODICINIAL RID.	AND ONE COMDIETE CODY	OR THE BID MAY BE REJECTED.
V LIVDON IVIO	31 300MIN AN ORIGINAL DID	AND ONE CONFERT COFF	OR THE DID WAT DE REJECTED.

Awarded bidder(s) will be required to obtain a City of Tuscaloosa business license in order to provide goods and/or services in response to this bid and subsequent contract(s). Inquiries regarding business license requirements should be directed to the City's Revenue & Financial Services Division at (205) 248-5200. Failure to obtain and maintain the required city business license(s) may result in rescinding of bid award and contract termination.

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

FAILURE TO COMPLETE ALL OF THE ABOVE WITH AN AUTHORIZED SIGNATURE MAY SUBJECT BID TO REJECTION.

STATE OF ALABAMA TUSCALOOSA COUNTY))	
CONTRACT FOR CITY	OF TUSCALOOSA WATER & SEWER GROU OCA-23-0495	JNDS MAINTENANCE
address is, here	ade and entered by and betweeneinafter sometimes referred to as " CONT all Corporation of the State of Alabam	RACTOR," and the CITY OF
	W-I-T-N-E-S-S-E-T-H:	
	the amount contained herein, and of the erein, the Contractor and the City agree to	_

1. LOCATIONS:

(a) Contractor agrees to perform all work and services pertaining to ground maintenance at the following City maintained facilities: For complete list of City facilities, see attachment entitled "Invitation to Bid" dated ________.

2. **DEFINITIONS:**

- (a) Trash. Trash shall mean and include all tree and lawn trimmings, light tree limbs, leaves, pine straw, trash that has been burned, rocks, bricks, dirt, ashes, lumber, bushes, and demolition type waste.
- (b) Litter. Litter shall mean and include garbage, refuse, waste, trash including but not limited to any paper, cartons, cans, metal, glass, plastics, wrappings, boxes or cardboard.

3. WORK AND SERVICES TO BE PERFORMED BY CONTRACTOR:

- (a) Contractor agrees to furnish all labor, materials, tools, transportation, and equipment necessary to perform under this contract.
- (b) The frequency of maintenance shall be at the sole discretion of the City, as directed by the City Representative. The grass at each of the facilities will be cut as needed but not less often than twice a month during growing season. During off season (when grass growth begins to slow/stop), each facility will be cut once per month. Leaves shall be removed as needed but not less often than twice a month. String trimming around shrubbery, fences,

building walls or any other fixtures shall be done in conjunction with each mowing. The City has the right to change frequency of maintenance at any time during the contract period.

=	The City shall pay to Contractor, and Contractor agrees to accept as full and pensation and payment for all work performed under and in accordance with and his Agreement, in an amount not to exceedDollars per year
4.	PAYMENT:
(j) documented reported pron	Any Issues that may prevent you from your requirements need to be and reported promptly. Any damaged property must be documented and nptly.
	Contractor shall submit a monthly schedule to the City Representative detailing ices will be performed at specific locations during the month ahead so that access ions may be secured and coordinated by the City Representative.
properly dispo	Whether the site is cut with a tractor, mower, weed eater, or lawn mower, the ne cutting and cleaning shall be removed each time. Contractor must remove and ose of all leaves, limbs, trash, litter and light debris on the property each time at Contractor may not leave material on curbside for City pickup.
(g) needed but no	Locations that are only gravel lots shall only have weed control performed as less than once per month.
(f) unwanted veg	All fences shall be kept free of weeds, vines, seedling trees or any other getation. Outside Fence line should be cut no less than 48-inches in width.
	Contractor shall weed around shrubbery or landscaped areas as needed but no eper month. The use of herbicide to control weeds shall be permitted, however, on shall be removed as soon as it is obvious the herbicide has been effective.
(d) than once per	Contractor shall edge at the back of curbs along sidewalks as needed no less month but may be required with each mowing if growing conditions require.
	Contractor shall cut grass and trim hedges, shrubs and trees, remove all vines nces, remove light tree limbs, pick up trash, debris and leaves in the areas on and aintained grounds as shown on the Invitation of Bid dated

for a three (3) year period.

- (b) Contractor shall bill the City monthly by submitting a detailed invoice to the City Representative for all work and services performed, with details as follows: a list for each location where services were performed and the date such services were performed.
- (c) Invoices shall be paid by the City upon approval of the City Representative. The total cost to the City for work and services performed under this Contract shall not exceed the above stated cost for the year without prior notification to the City and its consent thereto.

5. INSURANCE:

Contractor shall secure and maintain insurance in such amounts as may be necessary to protect the interest of the City against hazards or risks of losses hereinafter specified through the duration of this contract. Such insurance shall be carried by a company or companies doing business by agent in the City of Tuscaloosa and shall be in a form and amount to be approved by the City.

The Certificate of Insurance shall contain a provision that not less than ten (10) days written notice shall be given to the City before any policy or coverage is canceled. Without limiting the requirements above set forth, the insurance coverage shall include a minimum of:

- A. Workmen's Compensation Insurance in an amount as required under the laws of the State of Alabama. In case any work is sublet, with the consent of the City of Tuscaloosa, the Contract shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees.
- B. Public General Liability Insurance, written in comprehensive form, that protects the Contractor and the City against claims arising from injuries to members of the public, City employees or damage to property of others arising out of any act or omission to act of the Contractor, or any of its agents, employees or subcontractors. The limit of liability shall not be less than \$300,000.00 combined single limits.
- C. Property Insurance which shall include damage to the property of the City of Tuscaloosa in an amount not less than \$300,000.00.
- D. The City of Tuscaloosa, its officers, agents and employees shall be named as additional insured under the policies in subparagraphs B and C and so identified in the Certificate of Insurance. The Contractor shall furnish the City Certificates of such insurance, to serve as satisfactory proof to the signing of this Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide public liability and property insurance in the above stated amounts.

- 6. INDEPENDENT CONTRACTOR: Contractor enters into this Contract with the City as an Independent Contractor and, as such, the City shall not be responsible for the acts or omissions of the Contractor, or any subcontractors employed by it. It is the intent of the parties to this agreement that they be the only parties to the same to expressly exclude third party beneficiaries. No person not a party to this Agreement may claim any benefits hereunder.
- **7. COMPETENCE:** Contractor represents that it is experienced, competent and capable to perform the above described work and services. Contractor agrees to perform all work and services under this Contract in a manner consistent with that level of care and skill ordinarily exercised by individuals in the same field or business for similar work.
- **8. TERM:** The term of the Contract shall be for a period of one (1) year from the date of the contract hereof and shall automatically renew each year for up to two (2) years for a total maximum contract term of there (3) years from the date of execution hereof, unless sooner terminated pursuant to the provision herein provided. However, either party may elect not to renew the contract by giving the other party thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.

The City of Tuscaloosa reserves the right to terminate this contract at any time without notice upon good cause shown. In the event of termination, the successful bidder shall be paid in full for all work previously authorized and performed up to the date of termination.

- **9. ASSIGNABILITY:** Contractor shall not assign, subcontract, transfer, sublease, pledge, surrender, convey, sell or otherwise dispose of any portion of this Contract, his right, title or interest therein, or his power to execute such contract, to any person, firm, or corporation without the prior written consent of the City and such written consent shall not be construed as to relieve the Contractor of any responsibility for the fulfillment of the Contract.
- **10. PRIOR REPRESENTATIONS:** The Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations or agreements, either oral or written. This agreement may be amended only by written instrument signed by both City and Contractor.
- 11. COMPLIANCE WITH LAWS: The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the State of Alabama, City of Tuscaloosa and Tuscaloosa County in any manner affecting the performance of this Contract. The Contractor shall, at all times, observe and comply with such existing and future laws, ordinances and regulations.

	12.	INCORPORA	ATION OF	REQUEST	FOR	PROF	OSALS:	All Cit	y spe	cifications	s, as
conta	ined in t	he City's Invi	tation of Bi	id dated			, Contra	ctor's Re	spons	e to Invita	ation
of Bid	, and th	ne terms of t	he Contrac	ctor's bid a	re sp	ecifica	ally incor	porated	herei	n and ma	de a
part h	ereof b	y reference.	The perfor	mance sta	ndard	s and	detailed	specifica	ations	as prescr	ibed
in the	City's Ir	vitation of B	id dated			are	herein	specific	ally	adopted	and

incorporated and specifically made a part hereof by reference. All work conducted by Contractor under this contract must comply with said performance standards and detailed specifications.

13. LIQUIDATED DAMAGES: Contractor agrees to pay the City liquidated damages in the sum of Two-Hundred and Fifty Hundred Dollars (\$250.00) per calendar day for every day that the services conducted under this contract fail to meet any of the performance standards and detailed specifications contained in the City's Invitation of Bid, dated ______ heretofore specifically adopted and incorporated herein and specifically made a part hereof by reference in provision No. 12 of this Contract.

14. MISCELLANEOUS:

<u>Capacity</u>: Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge

against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
- H. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
- I. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
- J. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
- (1) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights
- (2) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- K. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
- L. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

<u>City Logo and Name</u>: The Contractor shall not use the City of Tuscaloosa's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the Owner.

<u>Waiver</u>: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

<u>Prohibition on Assignment and Delegation</u>: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

<u>Third Party Beneficiaries</u>: It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

<u>Final Integration</u>: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

<u>Force Majeure</u>: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

<u>Binding Effect</u>: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

<u>Captions</u>: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

<u>Construction</u>: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

<u>Liability of the City or City Officials</u>. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

<u>Non Discrimination</u>: The Consultant agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

<u>Fines and Penalties</u>: The Consultant shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Consultant which are related to the Consultant's operations. The Owner shall deduct the amount of the levied fine or penalty from the contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

<u>Use of Words and Phrases</u>: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

<u>Severability</u>. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

- 15. COMPLIANCE WITH IMMIGRATION LAW: By signing this 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, to the extent allowed by Federal law.
- **16. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. 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, to the extent allowed by Federal law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representative on the dates set forth below:

CITY OF TUSCALOOSA, A Municipal Corporation	CONTRACTOR:	
BY:	BY:	
Walter Maddox, Mayor	TITLE:	
DATE:	DATE:	
ATTEST:		
Clerk, City of Tuscaloosa		

EXHIBT A

INVITATION TO BID