



PUBLIC NOTICE

INVITATION TO BID

Sealed bids will be received, opened, and read aloud in public session for equipment and installation of a **FIRE BREAK FORCE MAIN** for the **CITY OF ORANGE BEACH, ALABAMA**, at **10:00 A.M. CDT on Thursday, August 30, 2018**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama.

Bid specifications may be obtained from Orange Beach City Hall, 4099 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at www.orangebeachal.gov.

A mandatory pre-bid conference will be held in the Council Chambers at City Hall at 10:00 A.M. CDT on Monday, August 20, 2018. Bids from bidders who do not attend this conference will be rejected.

Sealed bids may be mailed or delivered directly to the City of Orange Beach prior to the public opening. All sealed bids must be clearly and legibly marked "SEALED BID," the bidder's name, the name of the bid, and the opening date and time. Contact Renee Eberly at (251) 981-6806 or reberly@orangebeachal.gov with any questions.

Sealed bids must be mailed to the following address:

City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Or hand delivered to:

City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

Be advised that overnight delivery by express or courier to Orange Beach is not guaranteed. Faxed bids will not be accepted.

The lowest responsive, responsible bid will be accepted with key consideration based upon best value and benefit to the public. The City of Orange Beach reserves the right to reject any and all bids, to waive any irregularity in the bids received, and to accept or reject any items of the bid for the benefit of the public. No conditional bids will be accepted. No bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of bids.

THE CITY OF ORANGE BEACH, ALABAMA



INVITATION TO BID
Requisition No. 2018-0830

INVITATION TO BID DATE: **August 1, 2018**

BID TITLE: **Fire Break Force Main**

PLACE OF BID OPENING: **City of Orange Beach, City Hall, 4099 Orange Beach Blvd.**

BIDS MUST BE RECEIVED BEFORE: **August 30, 2018 at 10:00 A.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **August 30, 2018 at 10:00 A.M. (Central)**

Sealed bids will be received by the City of Orange Beach at the Office of the City Clerk located at Orange Beach City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Orange Beach reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service
City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)
City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

1. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such resident responsible bidder. A resident bidder is defined by the City Council of Orange Beach as any business located within Baldwin County.
2. Contact Gary McMillan, Engineer at 251-747-0869/gmcmillan@orangebeachal.gov for questions concerning the technical specifications.
3. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@orangebeachal.gov for questions concerning technical specifications or general bid procedures.



BID FORM – FIRE BREAK FORCE MAIN

This lump sum bid shall be for labor, materials, and equipment for the installation and connection to the existing collection system of approximately 5,000 L.F. of 12” HDPE, PVC, and ductile iron force main as described herein and as shown in the attached plans.

Qty	Description	Lump Sum Total
1	12” Sewer Force Main from the Winn Dixie Lift Station to Gulf State Park	\$ _____
BID TOTAL		\$ _____

Maximum days to complete after mobilization: _____

Warranty

Manufacturer warranties shall be provided in writing and shall specify any and all exclusions, including parts and labor. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

Documentation

Five (5) copies of specific product information for all major components including pipe, fittings, valves, and accessories must be attached to the bid.

Design information on the proposed boring equipment along with maximum and anticipated drilling fluid flow rates must be attached to the bid.

Contractor experience to include references and litigation history must be attached to the bid.

City of
Orange Beach
A L A B A M A
Life is better here

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Note: If no addenda have been received, write in "none."

Company Name

Company Representative

Street Address

Title

City, State, Zip

Phone

Federal Employer ID No. *(if no FEIN, enter SSN)*

Email

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DAY OF

_____, 20____.

Company Name

Authorized Signature (INK)

Mail Address

Typed Authorized Name

Notary Public

City, State, Zip

Title

Commission Expires

Phone Including Area Code

Fax Number

PAGES 3 & 4 MUST BE RETURNED IN SEALED BID

BID SPECIFICATIONS

A. Scope of Work

The successful bidder shall provide equipment and installation of a Fire Break Force Main per the following bid specifications to the Orange Beach Utilities Department. Bid total shall be firm, net, delivered pricing, and shall include the cost of all labor and materials required to complete the project. The City of Orange Beach is tax exempt.

B. Use of Brand Names in Bid

The use of any brand name and/or product numbers is to establish industry standards and minimum specifications. Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the bid

C. Minimum Specifications

1. This project consists of the installation of approximately 5,000 linear feet of 12" sewer force main from an existing lift station adjacent to Winn Dixie (now Rouses Market) to an existing 24" force main in the Gulf State Park. Most of this work will be completed on easements within the Gulf State Park and will be completed using directional bores as shown on the plans. Route is within an existing fire break that crosses wetlands in a number of areas. Accessibility conditions along this route can vary with the weather. Approximate bore lengths will be 510', 1150', 1410', and 1440' with the remainder of the pipe installed by direct burial. Site conditions may allow consideration of breaking the two longer bores into multiple shorter bores.
2. Ductile Iron Pipe shall be Class 52 with Protecto 401 inner lining and locking gasket joint restraint.
3. Mechanical joint ductile iron fittings shall be provided with Protecto 401 inner lining. All valves and fittings shall be restrained with Ebaa Iron Mega-Lugs in each direction or approved equal.
4. Resilient seat gate valves shall be by Clow or Mueller.
5. Connection to existing 24" force main shall be by hot tap. The tap sleeve shall be stainless steel JCM 432 SS, Romac SST, or approved equal with 12" tapping valve. The installed tap sleeve shall be pressure tested prior to tapping the existing force main.
6. HDPE pipe for directional bores shall be 12" SDR-11 (DIPS), Driscoplex 4000/4100 or approved equal with green stripe. All piping system components shall be the products of a single manufacturer and shall conform to the latest edition of ASTM D1248, ASTM D3350, and ASTM F714.
7. The handling of the joined pipeline shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Ropes, fabric, or rubber protected slings and straps shall be used when handling pipes. Chains, cables, or hooks inserted into the pipe ends shall not be used. Sections of the pipes with cuts and gouges exceeding 10 percent of the pipe wall thickness or kinked sections shall be removed and the ends rejoined.
8. The open ends of all sections of joined and/or installed pipe (not in service) shall be plugged or capped at night to prevent animals or foreign material from entering the pipe line or pipe section. The practice of stuffing cloth or paper in the open ends of the pipe will be considered unacceptable.
9. Contractor shall contain and remove all drilling fluids used in completing bores. The Contractor shall provide equipment and procedures to maximize the recirculation or reuse of drilling mud to minimize waste. All excavated pits used in the drilling operation shall be lined by Contractor with heavy duty plastic sheeting with sealed joints to prevent the migration of drilling fluids and/or ground water.
10. New piping shall be pressure tested at 100 psi for three hours prior to connection to the existing collection system.

11. Contractor shall notify the City of Orange Beach prior to connection to the existing system. The City of Orange Beach reserves the right to select timing of connections based on operational considerations.
12. Contractor shall restore all work areas to original condition, free from drilling fluids, trash, or other debris.
13. Access to much of the work area will be through the Gulf State Park Backcountry Trail system. Trail closure shall be kept to a minimum. Contractor shall coordinate with the City of Orange Beach to schedule trail closure.
14. No work shall be done at night.
15. Contractor shall provide any ancillary materials, special tools, or equipment at Contractor's own cost that are necessary to complete this project as specified and as directed by the City of Orange Beach.
16. Contractor shall be responsible for complying with all applicable safety requirements for its workers and others.
17. Contractor shall coordinate with the City of Orange Beach to identify and comply with any traffic safety requirements and/or utility line locations.
18. Contractor shall substantially complete this work within the specified days to complete as noted on the Notice of Award.

D. Storage of Materials

All equipment and materials may be stored only at the location(s) approved by the City. It is expressly noted that no payments will be made for materials stored off-site.

E. Disposal of Materials

Any waste and excess materials shall be disposed of by the Contractor in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and the Alabama Department of Environmental Management (ADEM) Regulations.

F. Documentation

Design information on the proposed boring equipment along with maximum and anticipated drilling fluid flow rates shall be submitted with the bid.

Provide five (5) copies of specific product information for all major components including pipe, fittings, valves, and accessories

G. Contractor Experience

General contractor shall have a minimum of five (5) years of experience in the installation of ductile iron piping systems and directional bores for water and sewer utilities. References with contact information shall be provided with the bid that document projects involving bores 10" or larger and 1,000 feet or more in length.

Contractor shall also include its history of mediation/arbitration/litigation on any City of Orange Beach projects or projects with any State, County, or City Governmental agencies.

Any proposed subcontractors shall be listed with the bid documents along with their proposed responsibilities and experience. References with contact information shall be provided with the bid that document at least five (5) similar installations over the last five (5) years.

H. Business License Requirements

If delivering into City limits, the successful bidder will be required to have an Orange Beach Business License. Contact the Orange Beach Finance Department at 251-981-6096 for a quote or any additional information. A business license for the vendor is not required if third party shipping is used.

I. Laws and Regulations

The Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

J. Alabama Licensed Contractor

All Contractors submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed contractors in the State of Alabama and must state their License Number on their Bid Form. Contracts less than Fifty Thousand Dollars (\$50,000.00) will not require a General Contractor's License; however, all other requirements shall remain the same.

K. Bid Bond

All bids in excess of Fifty Thousand Dollars (\$50,000.00) shall require a bid bond equal to 5% of the contract amount or \$10,000, whichever is lesser. Bid bonds will be returned by the City after the contract has been awarded.

L. Performance Bond

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a performance bond equal to 100% of the contract amount and shall provide such bond within ten (10) days of Notice of Award.

M. Labor & Materials Bond

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond within ten (10) days of Notice of Award. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions.

N. Insurance Requirements

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering all workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Commercial Umbrella/Excess Liability

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

Additional Insured Endorsements

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Orange Beach."

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

Right to Revise or Reject

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Orange Beach
Attn: City Clerk
P.O. Box 458
Orange Beach, AL 36561
Fax (251) 981-1442

GENERAL INSTRUCTIONS FOR BIDDERS

1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the Orange Beach City Council. Applicability of general conditions as stated below shall be determined by the City of Orange Beach. All bids must be submitted on and in accordance with the instructions provided by the City of Orange Beach.

2.0 BID DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

Orange Beach City Hall
4099 Orange Beach Boulevard
Orange Beach, AL 36561

Or downloaded from the City's website:
www.orangebeachal.gov, see "Bids"

3.0 EXAMINATION OF DOCUMENTS

- 3.1 Carefully examine the Bid Documents, Specifications, Drawings, and the Work Site.
- 3.2 Bids shall include all costs required to provide the requested materials and to execute the work under the existing conditions.
- 3.3 No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.
- 3.4 Extra payments shall not be made for conditions which can be determined by examining the documents and the site.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Procurement Officer (Renee Eberly at 251-981-6806 or reberly@cityoforangebeach.com).
- 4.2 The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: www.orangebeachal.gov.
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.

5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum printed by the Bidder, and, in case of error or discrepancy, the total sum printed by the Bidder listed in the bid shall prevail and this shall be the Contract Bid Price.

- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
- The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
 - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

6.0 DELIVERY AND SUBMISSION OF BID

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

8.0 RIGHT TO REJECT BID

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

9.0 BASIS OF AWARD

All purchases which are based on competitive Invitations to Bids are awarded to the lowest, responsive bidder subject to the City's right to reject any or all bids and to waive informality and irregularity in bids and bidding. In addition to price, consideration will be given to the following items when determining the lowest, responsive bidder:

- The best interests of the City of Orange Beach;

- The quality and performance of the goods or services to be supplied;
- Conformity to specifications;
- Delivery time; and
- Other unique requirements outlined in the bid request.

10.0 CONTRACT

- 10.1 The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid.
- 10.2 The placing in the mail a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.
- 10.3 If the successful bidder fails to deliver within the time specified or within reasonable times as interpreted by the City of Orange Beach, or fails to make replacement of rejected articles when so requested immediately or as directed by the City, the City of Orange Beach may purchase from other sources to take the place of the item rejected or not delivered. The City of Orange Beach reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
- 10.4 A contract may be canceled for non-performance.
- 10.5 No items are to be shipped or delivered until receipt of an official purchase order from the City of Orange Beach.
- 10.6 It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract of bidders right, title or interest therein, or bidders power to execute such contract to any other person, company, or corporation without the previous written consent of the City of Orange Beach.

11.0 GUARANTEES BY THE SUCCESSFUL BIDDER

The successful bidder guarantees:

- Products against defective material or workmanship and to repair or replace any damages or marring in transit;
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the bidder or bidder's workers are responsible to the building, grounds, or equipment;
- To carry adequate insurance to protect the City of Orange Beach from loss of property and/or life in cases of accident, fire, or theft;
- That all deliveries will be equal to bid samples.

12.0 PAYMENT

The Bidder may submit an Application for Payment for provided materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.



REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Orange Beach after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at reberly@orangebeachal.gov.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.



AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

Fire Break Force Main

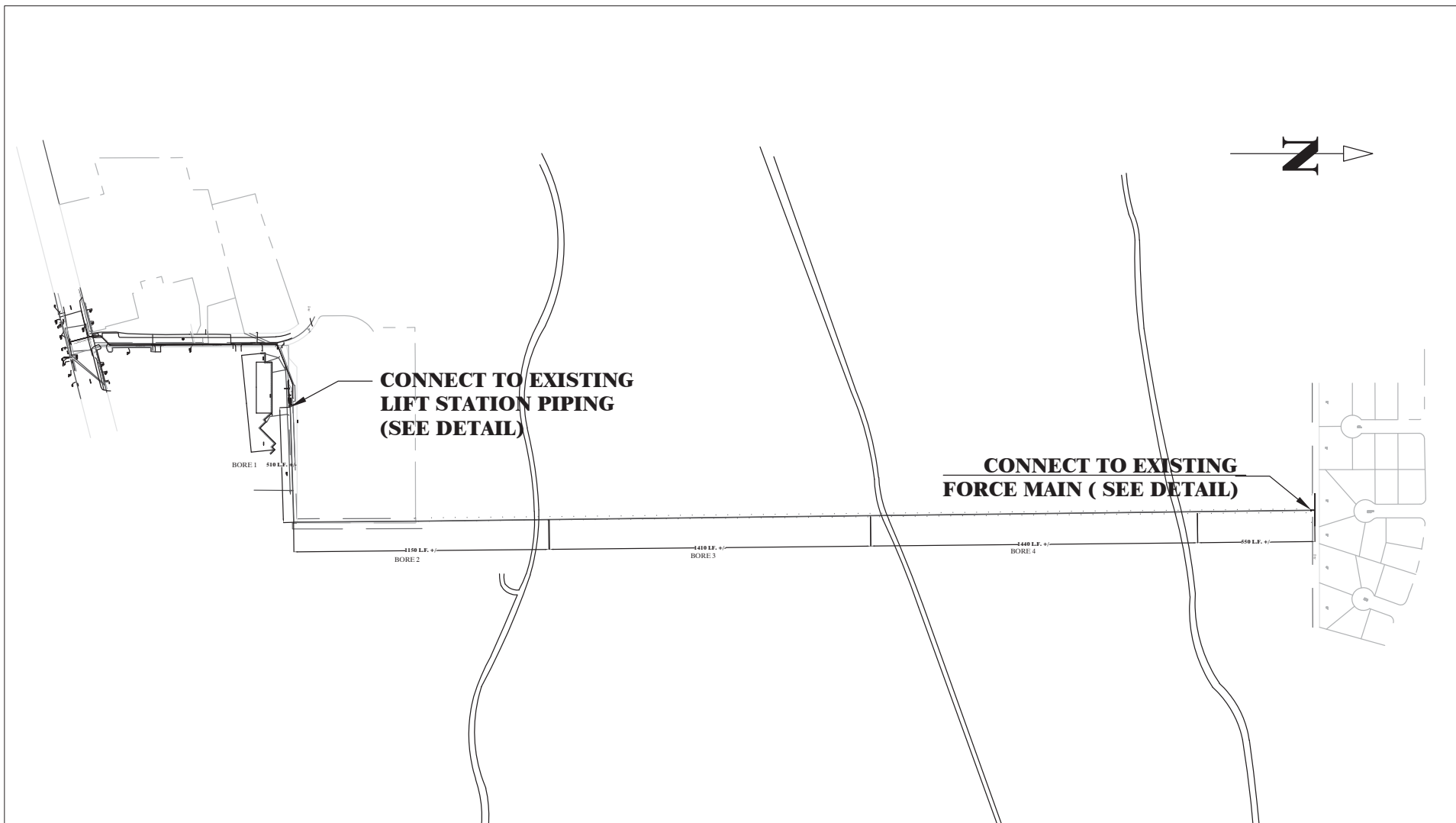
DRAWING INDEX

SHEET	TITLE
1	COVER
2	PLAN
3	DETAILS
4	GENERAL NOTES

City of Orange Beach



SCALE:	NTS	DRAWN BY:	CHKD BY:
DATE:	SEP, 2017	DRAWING NAME:	SHEET
			1 OF 4

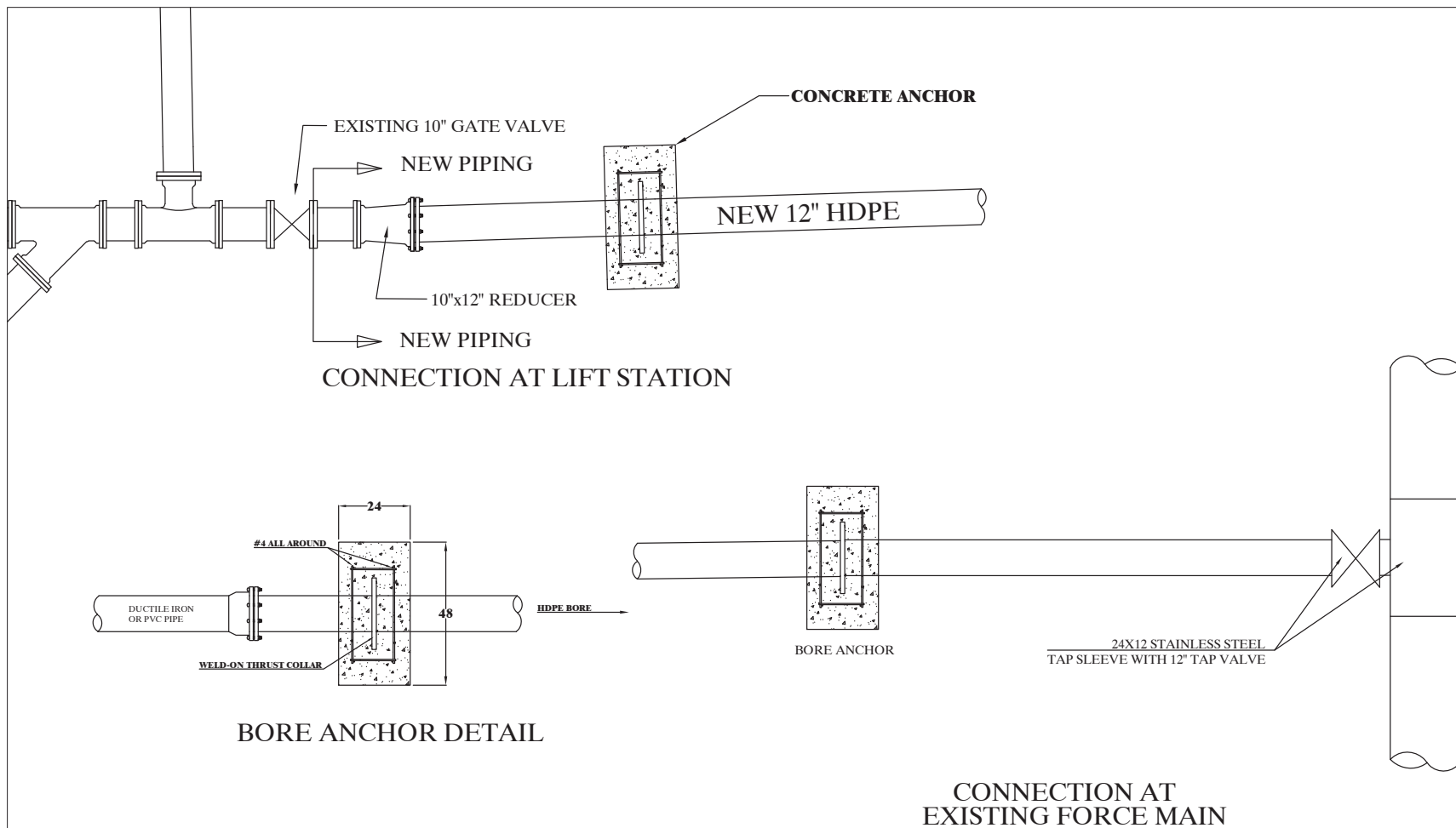


City of Orange Beach



City of Orange Beach
Fire Break Force Main

SCALE: N.T.S	DRAWN BY CHECKED GSM
DATE: Sept. 2017	DRAWING NAME: SHEET 2 of 4



City of Orange Beach



City of Orange Beach
Fire Break Force Main

SCALE: N.T.S	DRAWN BY CHECKED	DRAWN BY CHECKED
DATE: April 2018	DRAWING NAME:	SHEET 3 of 4

NOTES:

HDPE PIPE SHALL BE 12" SDR 11 DIPS (160 PSI PRESSURE RATING)
DUCTILE IRON PIPE SHALL BE CLASS 52 (350 PSI) WITH PROTECTO 401
INNER LINER AND STANDARD ASPHALTIC OUTER COATING
MECHANICAL JOINT DUCTILE IRON FITTINGS SHALL BE SUPPLIED
WITH PROTECTO 401 INNER LINER AND STANDARD ASPHALTIC
OUTER COATING
DUCTILE IRON FITTINGS SHALL BE RESTRAINED WITH MEGALUG
JOINT RESTRAINTS OR APPROVED EQUAL
SLIP JOINT DUCTILE IRON PIPE SHALL BE RESTRAINED WITH
FIELD LOCK GASKETS OR APPROVED EQUAL
ANY FLANGED CONNECTIONS SHALL BE SECURED WITH STAINLESS
STEEL BOLTS

VALVE BOXES SHALL BE CENTERED ON VALVE OPERATOR AND SHALL BE
PROVIDED WITH A CONCRETE COLLAR AND "SEWER" LID

CONTRACTOR SHALL PLACE MARKERS PROVIDED BY THE OWNER AT EACH
VALVE AND AT REPRESENTATIVE LOCATIONS OF THE NEW SEWER MAIN.

WORKING PRESSURE FOR THE INSTALLED SYSTEM WILL BE APPROXIMATELY 40 PSI.

ALL DISTURBED AREAS WILL BE LOCATED IN BEACH SAND.
LITTLE OR NO STORMWATER RUNOFF IS ANTICIPATED. HOWEVER, CONTRACTOR
SHALL BE RESPONSIBLE FOR REASONABLE BEST MANAGEMENT PRACTICES TO
PREVENT EROSION AND SEDIMENTATION AROUND EXCAVATED AREAS.

ALL DRILLING FLUIDS SHALL BE CONTAINED AND COLLECTED ON SITE IN LINED CONTAINMENT AREA
FOR REMOVAL BY THE CONTRACTOR.
CONTRACTOR SHALL SUBMIT BORE PLAN TO THE PROJECT ENGINEER FOR APPROVAL.

PIPE LAYING LENGTHS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTIONS TO EXISTING FORCE MAINS

SPECIAL NOTES:

A LARGE PORTION OF THE WORK IS LOCATED IN THE GULF STATE PARK. ACCESS TO VARIOUS PORTIONS OF THE PROJECT
WILL BE VIA EXISTING ASPHALT TRAILS. ANY DAMAGE TO THE TRAILS RESULTING FROM CONSTRUCTION ACTIVITIES
SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

TRAIL CLOSURE SHALL BE KEPT TO A MINIMUM DURING CONSTRUCTION. CONTRACTOR SHALL CONDUCT CONSTRUCTION
ACTIVITIES IN A MANNER TO MINIMIZE DISRUPTION TO ROUTINE PARK OPERATIONS.

CONTRACTOR SHALL MINIMIZE IMPACT TO EXISTING VEGETATION AND SHALL RESTORE WORK AREAS TO PREVIOUS CONDITIONS.
CERTAIN VEGETATION THAT MAY BE FLAGGED FOR PROTECTION SHALL NOT BE DISTURBED IN ANY WAY.

City of Orange Beach



City of Orange Beach
Fire Break Force Main

SCALE: N.T.S	GENERAL NOTES	DRAWN BY GSM
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