

NOTICE TO BIDDERS

Project Number: 14-LW-1013

Splash Pad at Wright Park

**Funded Partially by the Land and Water Conservation Fund (LWCF) through the
Alabama Department of Economic and Community Affairs (ADECA)**

City of Satsuma

Mobile County

State of Alabama

July 14th, 2016

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SPLASH PAD FOR WRIGHT PARK

I. INVITATION TO BID

Sealed bids, subject to the conditions herein, will be received for Project Number **14-LW-1013**, for the design, supply and construction of a Splash Pad for the City of Satsuma. The system shall be located at Wright Park, 5749 US Highway 43, Satsuma, AL 36572. Bids will be opened and publicly read aloud at Satsuma City Hall, 5464 Old Highway 43, Satsuma, Alabama, 36572 on July 28, 2016 at 10:00 am. Complete specifications can be received by contacting Tom Briand, City Building Inspector, 5464 Old Highway 43, Satsuma, Alabama, 36527 or via e-mail at tbriand@cityofsatsuma.com. or via e-mail at vmiller@cityofsatsuma.com. Sealed bids must be received by Ms. Miller no later than 10:00 am July 28, 2016.

The City of Satsuma, Alabama, invites contracting firms to the following invitation for the bids for design, supply and construction of a Splash Pad. The City of Satsuma intends to purchase equipment from a proven, qualified supplier providing both the equipment and a turn-key installation. The bidder must demonstrate full knowledge and understanding of the specifications and requirements for the Splash Pad. The bids are to be held open for a period of 60 days. The City will award the bid to the lowest most responsible bidder that best meets all of the City's. The CITY reserves the right to reject any and all bids.

A certified check or Bid Bond payable to the City of Satsuma in an amount not less than five percent (5%) of the amount of the Bid. Performance and Payment Bonds will be required at the signing of the Contract. Prior to award of a contract, proper proof of all applicable licensures must be provided by the contractor. All Bidders bidding in amounts exceeding \$50,000 must be licensed under the provision of Title 34, Chapter 8, Code of Alabama, 1975. Proof of insurance coverage's of the contractor and any and all subcontractors shall be provided to the City prior to beginning work.

The Bidder shall supply pricing for the design, supply and construction of a Splash Pad for the City of Satsuma. The system shall be located at Wright Park, 5749 US Highway 43, Satsuma, AL 36572. One (1) copy of the bid shall be delivered to the City of Satsuma, PO Box 517 (mailing) 5464 Old Highway 43 (Physical), Satsuma, Alabama, 36572 before July 28, 2016 at 10:00 am. The outside of the envelope shall be clearly marked as a bid, contain the Contractor's Alabama license number and be labeled "Satsuma Splash Pad at Wright Park Project Number: 14-LW-1013"

Bids must be submitted upon the standard forms furnished herein by the City of Satsuma. The instructions contained in this "Notice to Bidders" shall be considered as an extension and part of the project contract documents.

The Splash Pad at Wright Park (Project Number: 14-LW-1013) is funded Partially by the Land and Water Conservation Fund (LWCF) through the Alabama Department of Economic and Community Affairs (ADECA No bidder may withdraw his bid within 60 days after the actual date of the opening thereof. The City of Satsuma is an Equal Opportunity Employer.

- end of invitation to bid -

II. SCOPE OF SERVICES

This project will include the design, supply and construction of a Splash Pad for the City of Satsuma. The system shall be located at Wright Park, 5749 US Highway 43, Satsuma, AL 36572.

III. GENERAL SPECIFICATIONS AND INFORMATION

- a. The Splash Pad is 2060 square feet and will use a recircular tank, filters, and chlorinator.
- b. The flow rate shall not exceed 125 GPM uncontrolled and 90 GMP controlled.
- c. All embed spray features and above grade spray features must be interchangeable to allow reconfiguration of the Splash Pad.
- d. The perimeter of the Splash Pad will have a five foot buffer beyond the feature area of influence.
- e. The Splash Pad system will be served by a potable water system. The system control will be comprised of a CPU with a touch screen interface that will be located in an enclosure. All construction must be in compliance with all applicable codes and ordinances and in compliance with the plans and specifications. Work shall be performed in accordance with the best practices of the respective trade and all other applicable requirements.
- f. The Splash Pad equipment (fiberglass spray features, embed sprays, drains, pumps, filtration, controls, manifold, sensors, filter & chemical system, equipment enclosure, filters, pumps, collection tank) will be furnished under this contract. The Splash Pad equipment manufacturer will coordinate the delivery of the equipment to accommodate the installing contractor installation schedule. Should the Splash Pad equipment be ready prior to the installing contractors required delivery, the Splash Pad equipment manufactured shall store the equipment out of the weather at no additional charge to the Owner.
- g. Requested Components & Features
 1. Multi-station interactive features Splash Pad display system including pump(s), valves, piping, and specialties
 2. Splash Pad plumbing services including water and sewer, to designated points of connection with site utilities.
 3. All electrical equipment, wiring, and conduit necessary for full operation

- of the Splash Pad as shown on the drawings.
4. Any other necessary specialties required for proper installation and related equipment resulting in a complete and useable Splash Pad.
 5. Type of Spray Features (see suggested drawings at the end of this section)
 - i. Three (3) Water Loops
 - ii. One (1) Double Flower
 - iii. One (1) Palm Tree
 - iv. One (1) Fire Hydrant (15")
 - v. One (1) Double Bucket
 - vi. Sixteen (16) Flush Mounted Deck Nozzle
 1. Eight (8) Water Jet
 2. Four (4) Triple Spray
 3. Four (4) Fan Spray
 6. Deck Drains shall be factory assembled
 - i. Drains shall have non-skid surface with slot openings no wider than 5/16".
 - ii. Each drain shall flow not less than 135 GPM at a velocity of 1.5 ft/sec.
 - iii. Drains shall have not less than a 6" diameter outlet
 - iv. Drains shall be fiberglass composite with smooth interior gelcoat surface, and fiberglass non-skid grate.
 7. Activation Devices
 - i. Activation device shall not have any moving parts, and shall operate on low voltage. The activation device shall serve as a direct Interface between the users and the splash pad features.
 8. Mounting Fixtures
 - i. A universal mounting fixture (UMF) for installation of water feature apparatus.
 - ii. The UMF is to be cast into a concrete surface.
 - iii. The UMF must allow above grade or below grade water features to be installed and interchangeable.
 - iv. The UMF shall also include a cover to be selectively positioned to enclose the interior of the receptacle housing when not in use or for winterization.
 - v. The UMF shall be formed to seal with an inlet of the water feature fixture, and to allow the water feature fixture to be leveled or rotated with respect to the water park surface.
 - vi. The UMF is formed to accommodate alternative sized inlets of the water feature fixtures.
 - vii. The UMF provides altering the configuration of water feature fixtures within a water park.
 - viii. The UMF allows adjustable below grade water feature apparatus wherein alternative covers may be installed to selectively alter the water dispensing characteristics of the water feature.
 - ix. Construction: The body shall be manufactured from heavy wall

PVC and shall be impervious to rust and corrosion. The top plate/cover shall be white high strength PVC .250 inch thick. The plate shall be installed with removable tamper resistant screws. Cover can be removed when a feature is ready to be installed. The tamper resistant screws must be stainless steel to prevent corrosion.

- x. Supply Piping: All piping connections shall be made from heavy-duty high tensile strength PVC.
- xi. Connections: A female socket shall be supplied to connect the water supply line supplied by others.
- xii. All equipment shall be packaged to protect against damage in transit.
- xiii. Drawings and installation instructions shall be supplied by manufacturer to ease installation.
- xiv. Manufacturer shall provide a guarantee against all defects in workmanship and material for a period of five years from the date of shipment, on all components.

9. Flush Mounted Components

- i. The specified fountain shall be suitable for installation in a Splash Pad, Zero Entry Public Swimming Facilities, and perimeter deck of Public Swimming Facilities. Pumps and valves to regulate the flow shall be supplied separately. Installation shall be provided by the contractor.
- ii. Construction: The body shall be manufactured from heavy duty, high tensile strength PVC, and shall be impervious to rust and corrosion. The nozzle shall be adjustable high strength, corrosion resistant HDPE.
- iii. Supply Piping: All piping and connections shall be made from heavy-duty high tensile strength schedule 40 PVC.
- iv. Shall be packaged to protect against damage in transit.
- v. Drawings and instructions shall be supplied by the manufacturer for ease of installation.
- vi. A UMF, for Splash Pad or Pools, is provided for installation ease at a later date, or removal for winterization, or for moving to another location.
- vii. A tamper resistant cover shall be provided to winterize the feature. It shall be made from high strength PVC material. Manufacturer to supply installation instructions.
- viii. Shall be furnished by manufacturer providing a guarantee against all defects in workmanship and material for a period of five years from the date of shipment, on all components. Excluding only normal wear and tear and improper operations or installation.

10. Central Processing Unit (CPU)

- i. The CPU shall be responsible for controlling solenoids for sequential, on demand, or random distribution of water to the water features while monitoring system water pressure and flow. It shall control and receive signals the pad-mounted bollard unit.

- ii. The CPU shall be equipped with a 24-hour clocking system for automatic daily activation and shut down of programming. It shall be capable of daily programming for each day of the week.
 - iii. Automatic Run: The CPU shall allow for Automatic Run with an activator for a preset period of time before needing to be reactivated.
 - iv. Construction: The CPU shall be housed in an enclosure designed for wall mount installation in an indoor application to be constructed by owner.
 - v. Run to bypass the activator and run continuously, or Test/Manual Run as chosen by the system operator.
 - vi. Controls: The CPU shall be equipped with controls which allow each feature grouping to be run individually alone or in conjunction with any combination of water feature groupings as desired by the system operator.
11. Splash Pad Surface Area
- i. Provide brushed concrete surface at the entire Aquatic Playground area with slopes to drains and control joints.

IV Execution

- a. Install all equipment specified herein and/or shown on the drawings in strict accordance with the manufacturer's instructions and recommendations unless otherwise noted and in compliance applicable codes.
- b. Spray ground feature manufacturer shall provide drawings and instructions of spray ground play features for ease in installation.
- c. Mounting shall be manufacturer's standard methods. Refer to the feature schedules shown on the drawings.
- d. Prior to submitting a bid, the Contractor shall visit the site. Contractor shall satisfy himself with the conditions existing at the site and/or shown on the drawings which affect or are affected by the work and all other matters incidental to the work. Contractor shall assume all responsibility relating to his requirement in submitting his bid.
- e. Installation of all Pipe, Pipe Joints, Copper and Brass Pipe and Tubing, PVC Pipe, Wiring Materials, Conduit and Conductors shall be in accordance to industry best practice stands, all applicable code and manufactures directions.
- f. Conductor Color Coding

1. All conductors (600 volts and under) shall be color-coded and numbered. Color continuity being maintained throughout the project.
2. Color-coding shall be as follows: Phase "A" shall be "Black", Phase "B" shall be "Red", Phase "C" shall be "Blue", "Neutral" shall be "White", and "Grounding Conductors" shall be "Green".

g. Excavating, Trenching and Backfilling

1. The Contractor shall perform all excavating, trenching and backfilling specified, as indicated on the plans and/or as required for the installation of the work under this section.
2. Trenches shall be excavated and underground conduit shall be laid and supported in accordance with the best modern practice as specified.
3. Prior to lowering into the trenches, all conduit fittings and accessories shall be inspected for defects and all defective, damaged or unsound conduit shall be replaced.

h. Testing and Adjustments

1. This Contractor shall test all equipment as necessary to show that it complies with all requirements specified. Testing shall be done in a manner approved by the Owner's Representative.
2. All water piping systems shall be flushed free of debris and pressure tested at 150% of operating pressure or 75psi minimum for discharge lines, 30p.s.i. minimum for suction lines, and 15p.s.i. minimum for drain lines, for a period of not less than 4 hours, and proven free of leaks or other defects, prior to and after backfilling and concrete pours. Repair leaks and repeat test as necessary until satisfactory results are obtained.
3. Splash Pad flow manifold assemblies shall be pressure tested to 150 PSI for 30 minutes with zero leakage. Repair any leaks and retest until acceptable results are obtained.
4. All open ended pipes and equipment, such as drain bodies, shall be left long for testing, and then cut to length before final installation of equipment
5. All electrical circuits, feeders, and equipment shall be tested and proven free of improper grounds, open circuits or shorts, as required by the authorities having jurisdiction, to demonstrate compliance with codes and laws.
6. The Contractor shall place the installation in operation and make tests, adjustments, and corrections, until it is shown to be in proper operating condition.

i. Guarantee

1. In entering into a contract covering this work, each contractor accepts the specifications and drawings and guarantees that the work will be performed in accordance with the requirements of the specifications and drawings, or such modifications to said specifications and drawings, as may be made in the contract documents and applicable codes and laws.
2. Each Contractor further guarantees that the workmanship and material will be of best quality procurable, and that none but experienced workmen, familiar with each particular class of work, will be employed.
3. Each Contractor further agrees to hold himself responsible for any defects which may develop in any part of the entire system, including equipment as provided for under this specification, due to faulty workmanship, design or material and to replace and make good, without cost to the Owner, any such faulty parts or construction that may develop at any time within one year from the date of the final acceptance or longer where dictated by manufacturer's warranty periods. Any repairs or replacements required because of defects, as outlined in this clause, are to be made promptly and approved in writing by the Owner's Representative prior to replacement/repair of defective work.

i. Clean Up

1. Upon completion of the work of this section, the Contractor shall remove from the sites all rubbish, trash, and debris resulting from the operations; remove all used equipment and implements of service; and leave the entire area involved in a neat, clean, and acceptable condition as approved by the Owner's Representative.
2. All soiled, abraded or discolored surfaces of spray ground and stream feature work shall be cleaned, polished and left free from blemishes or defects.

VI. Submittals

- a. Product Data: For each of the products indicated. Include construction details, material descriptions, dimensions of individual components and profiles. Include rated capacities, operating characteristics, electrical characteristics, and furnish specialties and accessories.
- b. Shop Drawings: For fabricated equipment. Include plans, elevations, sections, roughing-in dimensions, fabrication details, utility service requirements and attachments to other work.
- c. Wiring Diagram: For power, signal, and control wiring. Provide both power and control signal line drawings and ladder diagrams. Provide interconnecting control wiring diagrams with lags and labels for each wire and termination. Wiring diagrams will be provided no later than 30 days from signed contract.

- d. Coordination Drawings: Indicate locations of Aquatic Playground and connections to utilities. Include plans and elevations; clearance requirements for equipment access and maintenance; details of support for equipment; and utility service characteristics.
- e. Operation and Maintenance Data: Provide all operation and maintenance manuals for all individual components and complete system. The operation and maintenance manuals shall include all seasonal requirements of start-up and shutdown, and any other information unique to this system. At minimum the manufacturer will provide the following:
 - 1. Sequence of operation
 - 2. Controls functions; internal and external
 - 3. Control equipment requirements
 - 4. Seasonal start-up and shutdown requirements
 - 5. Filter & chemical system requirements
 - 6. Parts lists

INTENTIONS

These specifications are not intended to include any proprietary items, components, circuits, or devices that would preclude any outdoor warning siren manufacturer from producing equipment to meet these specifications. All ratings, power outputs and specific criteria are currently being met by commercially available equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications, providing the above criteria are met, will not be sufficient cause to adjudge these specifications as restrictive,

OPTIONS

The bidder may list options beyond the specifications that are available at additional cost for the siren system that is being bid.

- f. Warranty information
 - 1. Splash Pad equipment manufacturer assumes sole responsibility for the delivery and successful integration of all equipment to meet the performance requirements of the contract documents and specifications.
- g. Product Schedule: Each bid shall include the following:
 - 1. Designation indicated on drawings.
 - 2. Manufacturer's name and model number.

3. List of factory-authorized service agencies including their address and telephone numbers.

VII. QUALITY ASSURANCE

- a. All materials shall be new and shall conform to applicable standards as specified herein.
- b. All materials will be made in the U.S.A
- c. All work shall be executed by workmen skilled in the craft that they are assigned.
- d. The Manufacturer must currently be in the business of supplying Aquatic Playground equipment, similar in size and complexity. The Manufacturer shall provide written documentation of supplying Aquatic Playgrounds equipment for a minimum of 5 years' experience and shall have previously supplied Aquatic Playgrounds system design, drawing, and equipment similar in size and complexity to this project.
- e. The Manufacturer shall also provide engineering design as it pertains to the Aquatic Playground system and the equipment supplied, referring specifically to complete hydraulic and electrical design. This shall include, but not limited to: spray effects, Aquatic Playground system, filtration system, water level control system, pump selection, piping system sizing and layout.
- f. The engineering design information shall be delineated on the final schematic, installation, and detail shop drawings showing the proper installation of the Manufacturer's equipment. The drawings shall be furnished as an integral part of their Aquatic Playground equipment package. Preliminary drawings shall not be used for installation.
- g. Pre-installation Conference: Conduct conference at Project site prior to commencement of construction of Aquatic Playground system and equipment.

VIII. DELIVERY, STORAGE & HANDLING

- a. All equipment delivered and placed in storage shall be stored with protection from weather, humidity and temperature variations, dirt and dust or other contaminants, and theft or vandalism. Contractor shall handle all equipment so as to prevent damage or marring, paying particular attention to any handling instructions on the equipment or packaging.

IX. COORDINATION

- a. Coordinate Aquatic Playground layout and installation with other work, including potable water distribution, electrical power, sanitary system, storm drain system, etc.
- b. Coordinate location and requirements of utility service connections.
- c. Coordinate size, location, and requirements of the following:
Overhead equipment supports.
 1. Equipment bases.
 2. Floor depressions.
 3. Slab areas with positive slopes to drains.

X. WARRANTY

- a. Splash Pad Equipment Warranty shall be manufacturer's standard form in which manufacture agrees to repair or replace components that fail in a within specific warranty period.
- b. Warranty Period: Warranty shall be provided twelve (12) months after substantial completion for material and workmanship. Manufacturer's warranty will be provided to the Owner at substantial completion for parts and materials.

XI. Responsibilities of OWNER – City of Satsuma (CITY)

- a. CITY shall provide adequate access to the site. It shall be the proposer's responsibility to visit the site of the installation to acquire all necessary measurements and special requirements. Contact Tom Briand at (251) 377-9833 to make an appointment.
- b. CITY shall inspect all work upon completion.
- c. CITY shall reserve the right to withhold payment until the work is complete as outlined in the attached specifications.

XII. RESPONSIBILITIES OF THE CONTRACTOR at AWARD

- a. CONTRACTOR shall provide any ancillary materials, special tools, or equipment at his cost, that are necessary to complete this project per these specifications and as directed by the City.
- b. CONTRACTOR shall be responsible complying with applicable safety requirements for his workers and others.

- c. CONTRACTOR shall coordinate with the CITY to identify and comply with any traffic safety requirements and or utility line locations.
- d. CONTRACTOR shall dispose of all debris that is the result of this project.
- e. CONTRACTOR shall substantially complete this work within the specified days to complete as noted on the Bid Award Notification.
- f. CONTRACTOR shall be required to provide proper proof of all applicable licenses before award of a contract. Ownership of a City of Satsuma business license is not required to bid. However, it is a stipulation for awardment.
- g. CONTRACTOR shall provide proof of general liability insurance in the amount not less than \$1,000,000 and proof of Workman's compensation prior to award.
- h. Contractor will have to provide a performance bond for 100% of the contract price and a payment bond for 50% for contracts under \$100,000 and 100% for contracts over \$100,000 or over.

XII. DELIVERY AND INSTALLATION

- a. All bids shall include delivery and installation in their total price.

XIII. AWARD AND TERMS

- a. The bids are to be held open for a period of 60 days. The City will award the bid to the lowest most responsible bidder that best the meets all of the City's needs based on qualifications as presented. The CITY reserves the right to reject any and all bids.

XIV. Bidder's Information

One (1) copy of the bid shall be delivered to the City of Satsuma, PO Box 517 (mailing) 5464 Old Highway 43 (Physical), Satsuma, Alabama, 36572 before July 28, 2016 at 10:00 am. The outside of the envelope shall be clearly marked as a bid, contain the Contractor's Alabama license number and be labeled "Satsuma Splash Pad at Wright Park Project Number: 14-LW-1013"

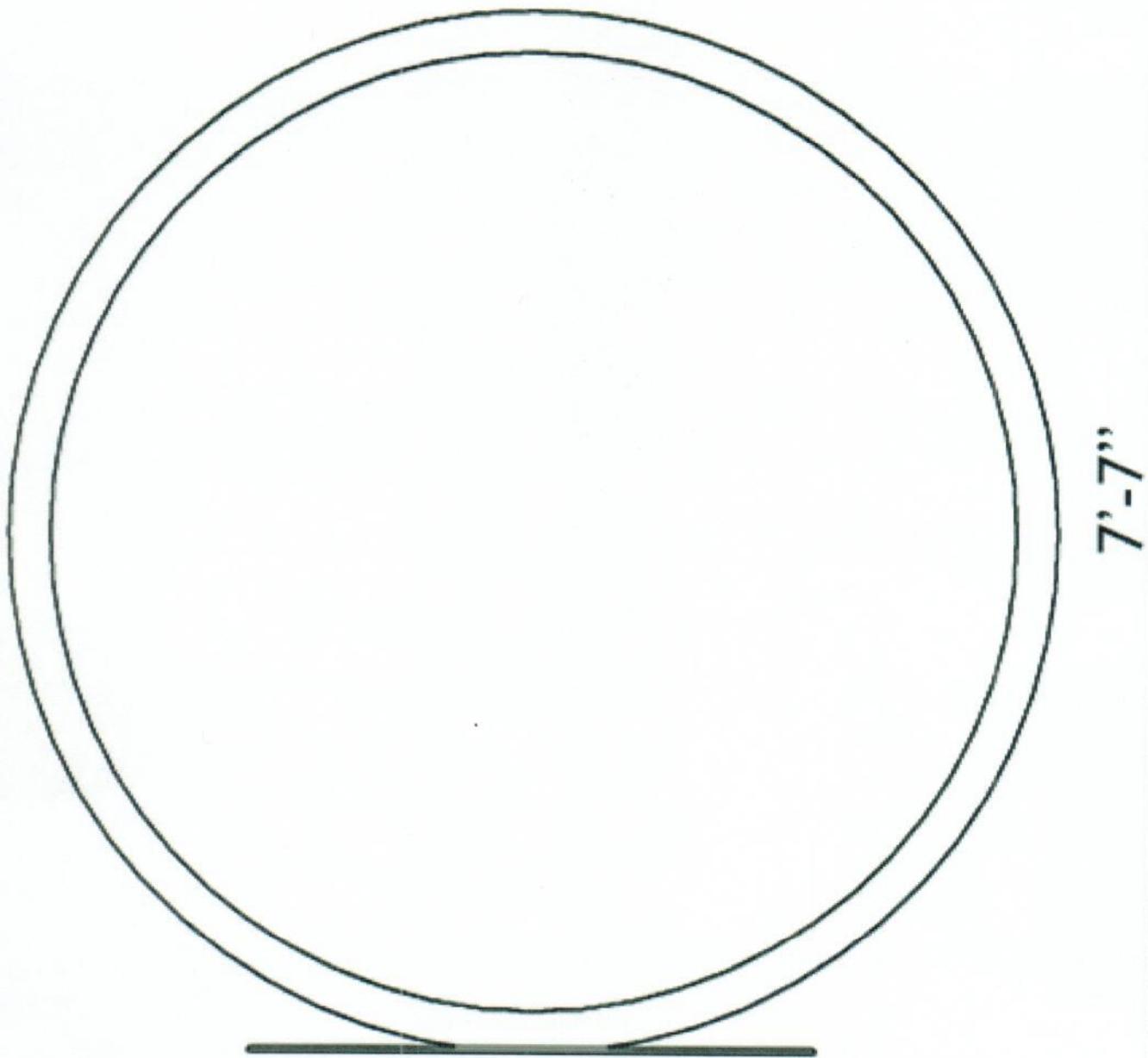
XV. Responsibilities of the Contractor

- a. CONTRACTOR shall provide any ancillary materials, special tools, or equipment at his cost, that are necessary to complete this project per these specifications and as directed the CITY.
- b. CONTRACTOR shall be responsible complying with applicable safety requirements for his workers and others.
- c. CONTRACTOR shall coordinate with the CITY to identify and comply with

any traffic safety requirements and or utility line locations.

- d. CONTRACTOR shall dispose of all debris that is the result of this project.
- e. CONTRACTOR shall substantially complete this work within the specified days to complete as noted on the Bid Award Notification.
- f. Contractor shall provide a certified check or Bid Bond payable to the City of Satsuma for in an amount not less than 5% of the bid price.
- g. Contractor shall be required to provide proper proof of insurance.
- h. Contractor shall provide proof of general liability in the amount not less than \$1,000,000 and proof of Workman's Compensation before award.
- i. Contractor shall provide a Performance Bond and Payment Bond (50% for contracts under \$100,000 or 100% for contracts over \$100,000).

1'-6"

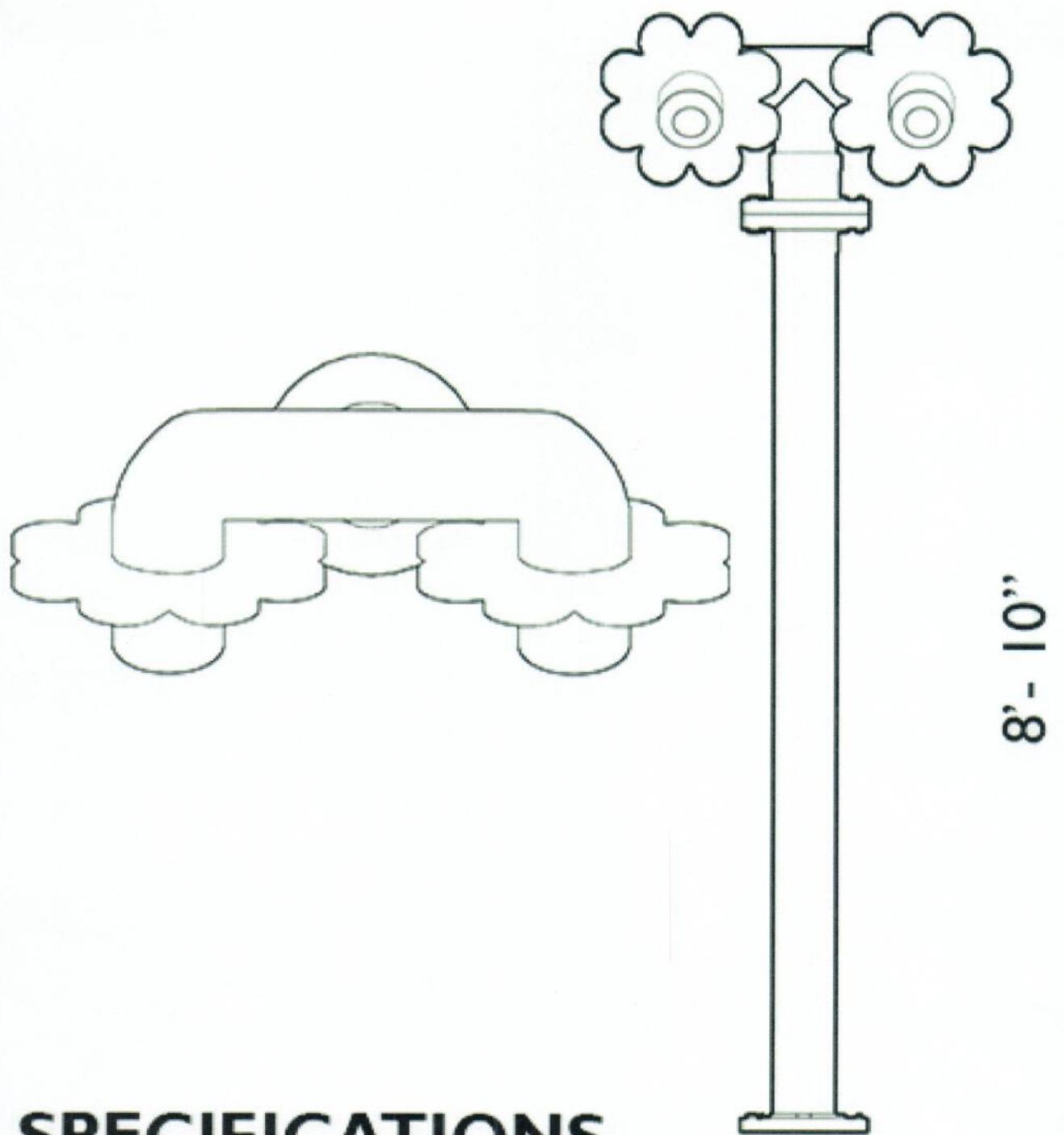


7'-7"

SPECIFICATIONS

materials: stainless steel
paint: high gloss & UV treated
psi: min. 10psi
water usage: 20-70gpm

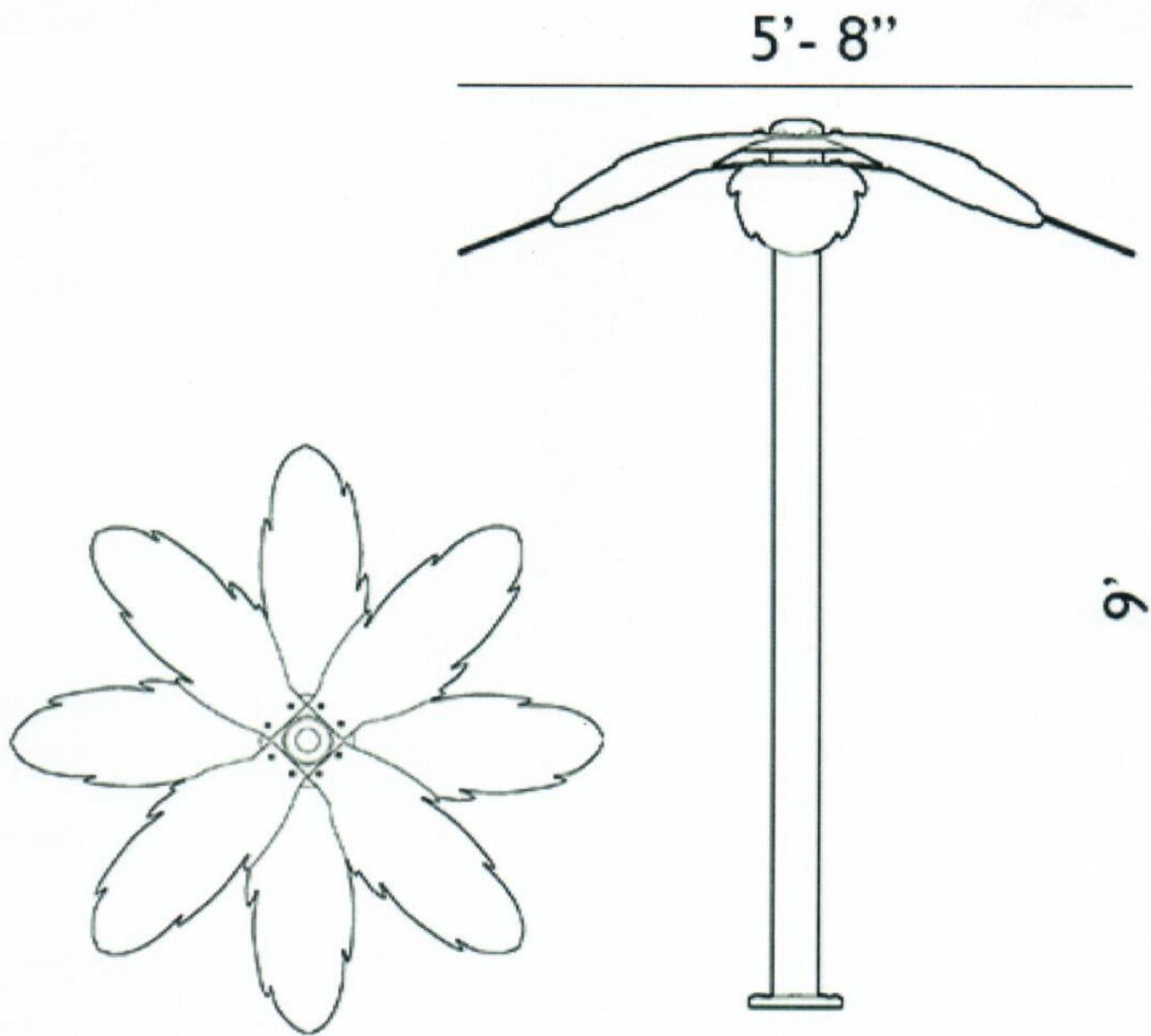
Water Loop



SPECIFICATIONS

materials: stainless steel & acrylic
paint: high gloss & UV treated
psi: min. 5psi
water usage: 10-50gpm

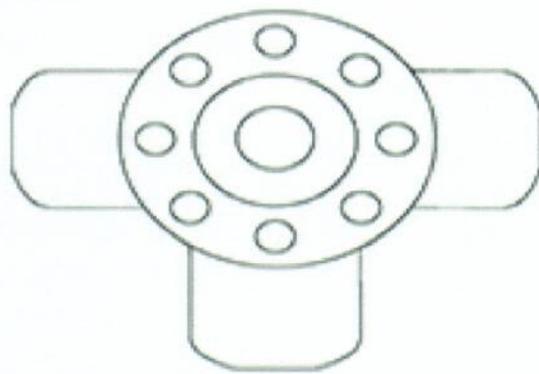
Double Flower



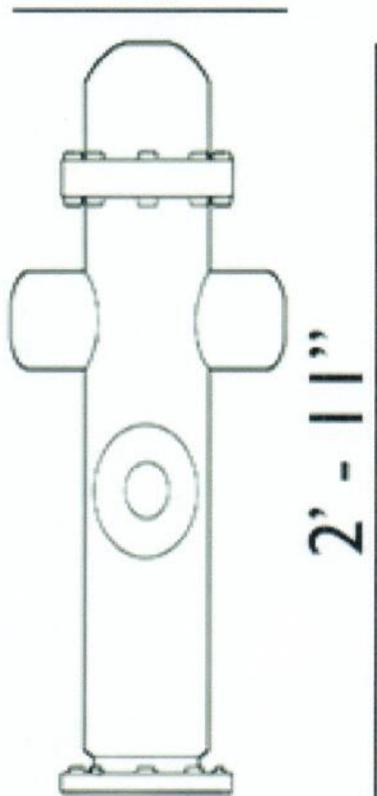
SPECIFICATIONS

materials:	stainless steel & aluminum
paint:	high gloss & UV treated
psi:	min. 10psi
water usage:	10-50gpm

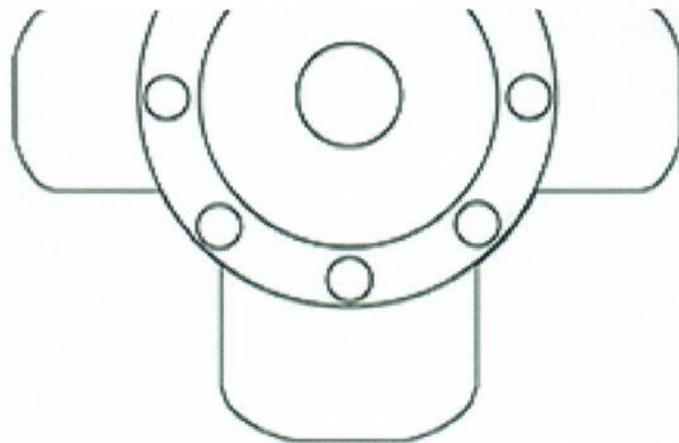
Palm Tree



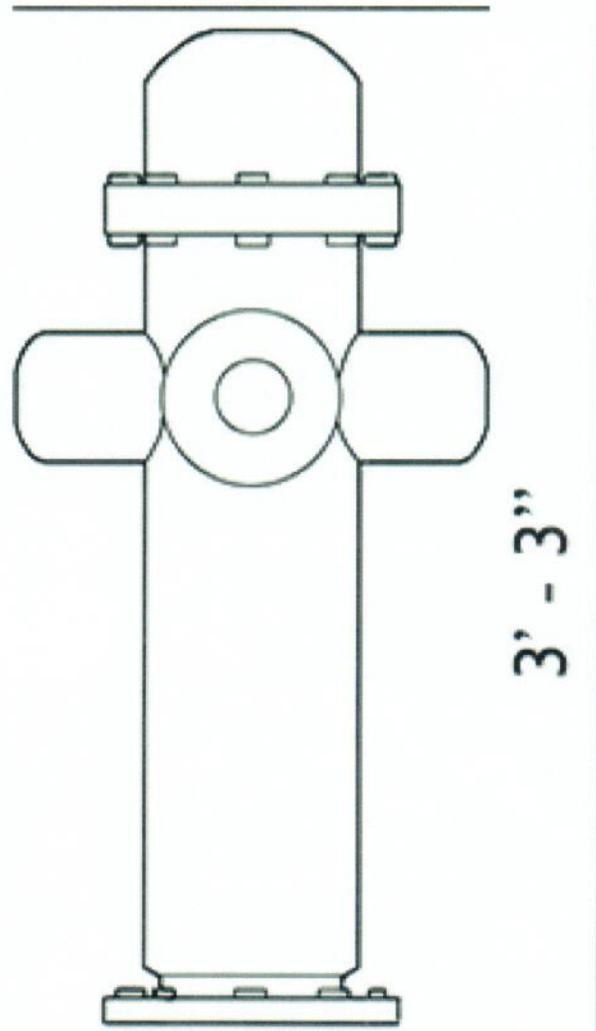
15"



2' - 11"



23"

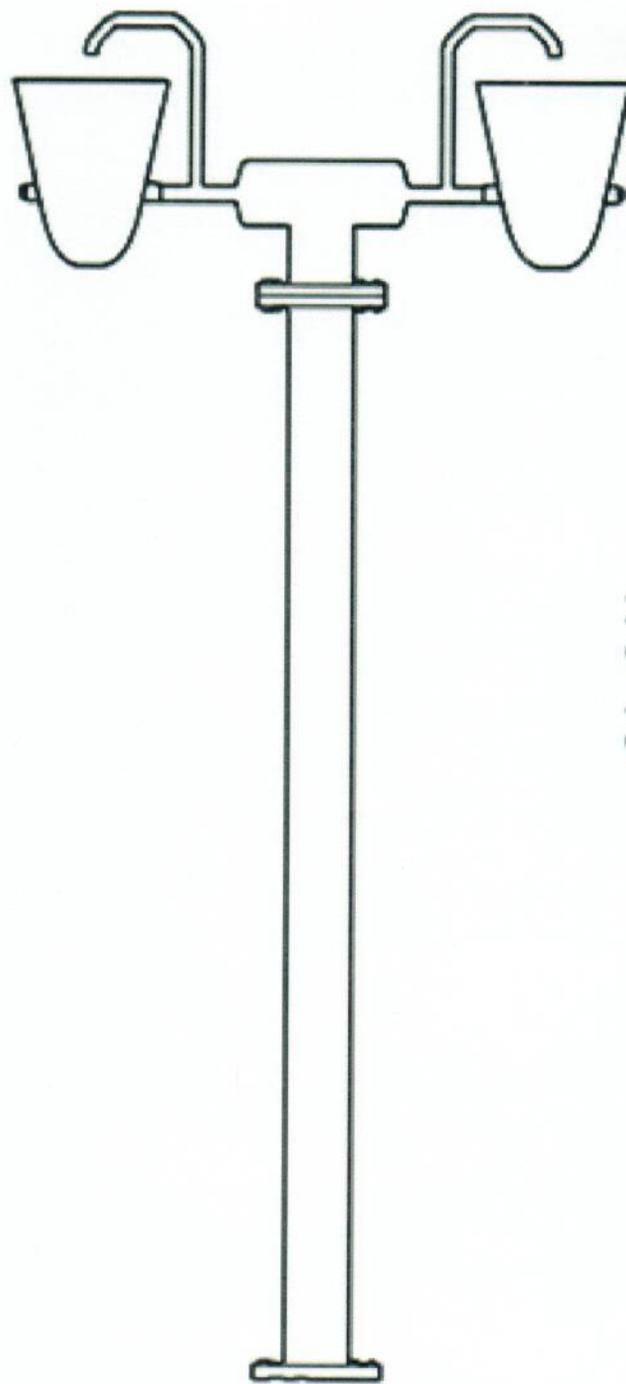
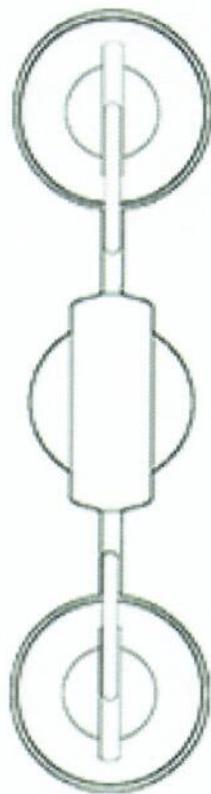


3' - 3"

SPECIFICATIONS

- materials: stainless steel
paint: high gloss & UV treated
psi: min. 5psi
water usage: 10-40gpm

Fire Hydrants



9'-9"

SPECIFICATIONS

materials: stainless steel & fiberglass
paint: high gloss & UV treated
psi: min. 10psi
water usage: 20-70gpm

Double Buckets

**ADD EXCITEMENT TO ANY POOL OR
SPLASH PLAYGROUND!**

ADVANCED FEATURES

A&ATM
MANUFACTURING



**trio
deck jetTM**

3 Times the Fun!



ADD EXCITEMENT TO ANY POOL OR SPLASH PLAYGROUND!

The Trio Deck Jet water feature will bring excitement and beauty to your pool deck or play area. The Trio Deck Jet has three different spray patterns: Water Jet, Fan and Triple Spray. Each will create their own special effect with an easy, interchangeable technique.

Each flush-mounted deck nozzle comes with three spray pattern options and a system tool that allows you to change your spray pattern with a simple turn and click. Enhancing your pool area has never been so easy!



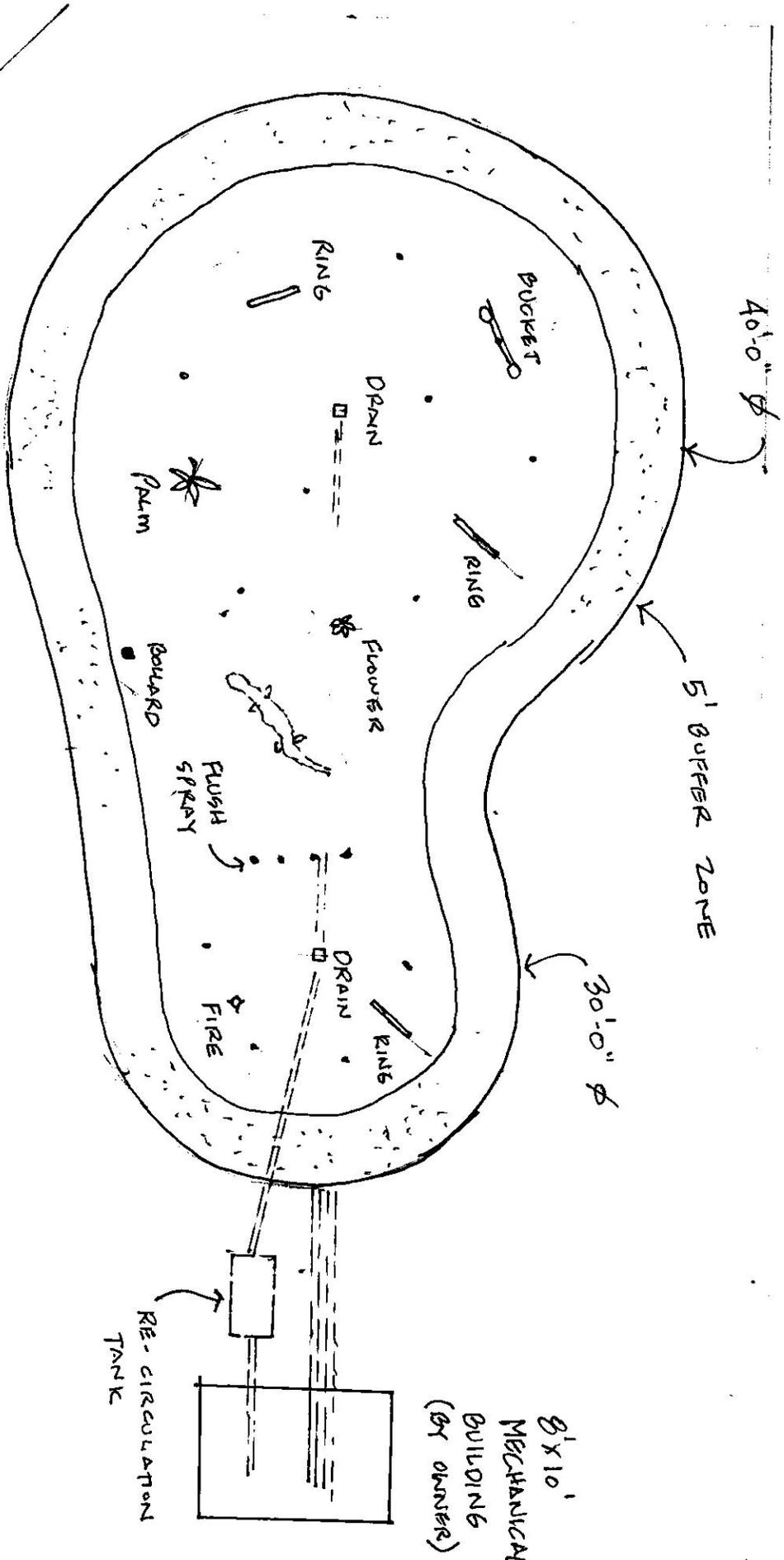
AVAILABLE IN TAN, WHITE, GRAY, OR BRONZE



Ask about our full line of innovative, automated pool products.

800.851.8492
 Tel: 602.256.6935 Fax: 602.532.4896
 3750 West Indian School Road
 Phoenix, Arizona 85019
www.aamfg.com

U.S. Patent Numbers: 3405733; 4322860; 4466142; 4501659; 4523606; 4570663; 4828626; 4907610; 5107872; 5750022; 6022481; 6189556; 6325087; 6419840; 6539967; 6971588; 7300576 and other patents pending.



40'-0" ϕ

5' BUFFER ZONE

30'-0" ϕ

8' x 10'
MECHANICAL
BUILDING
(BY OWNER)

RE-CIRCULATION
TANK

SITE PLAN

N.T.S.

XVI. Bid Form

BIDDER'S COMPANY'S NAME & ADDRESS:

MANUFACTURER'S NAME & ADDRESS:

Total Cost for design, supply and installation of Splash Pad at Wright Park:

\$ _____

FIRM DELIVERY DATE AFTER RECEIPT OF NOTICE TO PROCEED:

If Bidder is:

An Individual

Name (Typed or Printed):

By _____

(Individual's Signature)

Doing business

as _____

License or Registration Number: _____

Business
Address: _____

Phone No.: _____ Facsimile: _____

A Partnership
Partnership Name:

By: _____

(Signature of General Partner - Attach evidence of authority to sign)
(Name (Typed or Printed):

License or Registration
Number: _____
Business Address: _____

Phone No.: _____ Facsimile: _____

Corporation
Corporation Name:

(State of Incorporation)
By _____

(Signature - Attach evidence of authority to sign)
Name and Title (Typed or Printed):

(CORPORATE SEAL)
Attest: _____
(Secretary)
License or Registration Number: _____
Business Address: _____

Phone No.: _____ Facsimile: _____

Limited Liability Company

By: _____
(Firm Name)

(State of Formation)
By: _____
(Signature of Member/Authorized to Sign)

(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Facsimile: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____

(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____

(Title)

Title: _____

Second Joint Venturer Name:

By: _____

(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____

(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address:

Phone and FAX number and address for receipt of communications to joint venture:

Phone: _____

Facsimile: _____

XVII. BID SECURITY

The bidder must provide a bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Bid bond shall be issued by a surety meeting the requirements described in the Federal Guidelines to application contracts.

A performance bond on the part of the contractor is required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award. Bid security will be forfeited to the Owner as liquidated damages for such failure.

The Bid security of three lowest bidders may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening whereupon the Bid security furnished by such Bidders will be returned. The Bid security of Bidders whom Owner believes do not have a reasonable chance of receiving an award will be returned within seven days of the Bid opening.

XVIII. Agreement

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____, by and between the City of Satsuma (herein after called Owner) and _____ (hereinafter called Contractor).

WITNESSETH: Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01.1 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to design, supply and construct Splash Pad at Wright Park.

ARTICLE 2 - PROJECT

2.01 To design, supply and construct Splash Pad at Wright Park.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence. All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The sirens should be installed 90 days after the lowest responsible bid is awarded.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 calendar days after the date when the Contract Time commences to run.

4.02 Liquidated Damages

A. Owner and Contractor recognize that time is of the essence of this Agreement, and Owner will suffer financial loss, apart from the costs described in Paragraph 4.03 A and 4.03 B, if the Work is not substantially completed within the time specified in Paragraph 4.01.A for Substantial Completion. Owner and Contractor also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$400.00 for each day that expires after the time specified in Paragraph 4.01.A for Substantial Completion until the Work is substantially complete.

4.03 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall pay OWNER the actual costs reasonably incurred by Owner for Project Management and

inspection forces employed for the Work for each day that expires after the calendar days specified in Paragraph. 4.01. A for Substantial Completion until the Work is substantially complete.

B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner the actual costs reasonably incurred by Owner for Project Management and inspection forces employed for the Work for each day that expires after the time specified in Article 3 for Work to be completed and ready for final payment until the Work is completed and ready for final payment.

4.05 Owner may deduct liquidated damages and special damages as determined by the provisions of this Article 4 from progress payments due Contractor under this Agreement.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor, in current funds, for completion of the Work in accordance with the Contract Documents and the prices stated in Contractor's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Owner shall pay the contractor, in current funds, for the work performed. The Contractor shall submit an invoice for approval by the City of Satsuma at regularly schedule meetings.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 As part of the inducement for Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Sites and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary

for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound, and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Waiver

A. The waiver by the Owner of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the Owner which may become due hereunder shall not be deemed to be a waiver of any preceding

breach or violation by Contractor of any term, covenant, or condition of this Agreement or of any applicable Law or Regulation.

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement on the day and year first written above.

This Agreement will be effective on _____, 20____ (which is the Effective Date of this Agreement).

Owner: _____

Contractor: _____

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest:

By: _____
Its: _____

State of Alabama
_____ County, Alabama

Before me, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose names are signed to the foregoing agreement and who are known to me on this day, that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of _____, 2015.

NOTARY PUBLIC

My Commission expires:

State of Alabama
_____ County, Alabama

Before me, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose names are signed to the foregoing agreement and who are known to me on this day, that being informed of the contents of the agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of _____, 2015.

NOTARY PUBLIC

My Commission expires:

XIX. Satsuma Contract Provisions

STANDARD TERMS AND CONDITIONS

Except as otherwise provided on the face of this Agreement, the parties agree to the following provisions:

1. Acceptance and Modification. These Standard Terms and Conditions (“Agreement”) can be accepted only upon the provisions expressed herein and may not be modified, amended or waived except in writing by THE CITY OF SATSUMA (“City”) duly authorized representative(s). City hereby objects to any additional or different terms or conditions, whether or not material, contained in any acknowledgment or confirmation of this Agreement. Contractor may accept this Agreement by confirming it on City’s form of Receipt and Confirmation, commencing performance or other means manifesting assent to be bound, and so by accepting Contractor agrees that City is not bound by any term or condition of Contractor in any written acknowledgment, invoice or otherwise which is inconsistent with or in addition to the terms and conditions herein.

2. Compliance With Law. Contractor shall comply with all applicable ordinances, statutes, rules and regulations of Federal, State and local governments. All goods supplied and services performed hereunder shall be in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and Contractor shall state so on each invoice. If this Agreement so indicates, or if Contractor is otherwise so informed, clauses which the U. S. Government makes mandatory for a contractor or subcontractor under a government contract will apply to this Agreement.

3. Set-off Rights. City shall be entitled to set-off amounts due from Contractor to City against any amount payable by City in connection with this Agreement.

4. Delivery. Unless otherwise expressly agreed in writing by City, the terms of delivery of goods or performance of services hereunder must be in strict conformity with this Agreement, and time should be of the essence as regards such delivery and performance.

5. Force Majeure. Delay in performance or failure to perform hereunder shall be excused to the extent caused by Act of God, labor trouble, fire, act of Governmental Authority, failure of transportation or supplies, accidents or any other cause beyond the control of the party claiming such excuse and not the result of its failure to exercise due diligence. Delay in performance or failure to perform hereunder shall not be excused if caused by either party’s inability to accurately process data based on correct date data input from external systems. The party claiming such excuse shall use all reasonable efforts to remove the cause thereof, and shall give written notice to the other party within ten days after the occurrence of the event giving rise to the claim and shall give in such notice its best estimate of the expected delay period.

6. Warranty. Contractor expressly warrants with respect to all goods supplied hereunder the good and marketable title, free and clear of all liens and encumbrances, is transferred to the City and the goods are first quality, conform to all applicable specifications and samples and are free from

all defects in design, material and workmanship. Contractor expressly warrants with respect to all services performed hereunder that performance is good and workmanlike in accordance with sound generally accepted practices, involves no unreasonable risk of injury or damage, conforms to all applicable specifications and is without fault and free from all material defects, errors and omissions. In the event of failure to comply with any express or implied warranty by any goods supplied hereunder within a period of eighteen months after delivery or twelve months after acceptance, whichever period expires first, or by any services performed hereunder within a period of one year after final completion, City may give Contractor prompt notice thereof, and Contractor shall, at its sole expense, properly repair or replace all non-complying goods and effect all necessary corrective work. City may accept or reject any tender of performance hereunder which does not comply with all express and implied warranties. In addition, Contractor incorporates by reference and passes on to the City the benefits of all warranties given to Contractor by persons for whom Contractor purchased any material or components used in the Product. Contractor's warranty with respect to corrected or replaced goods or services (or components thereof) shall be the same as that given for the original Product.

7. Indemnity. Contractor shall fully defend, indemnify and hold harmless City, its successors, assigns, customers and users of its products, against any and all claims, demands, suits, damages, liabilities, judgments or expenses, including, without limitation, attorneys' fees incurred in defending any claim, which may arise out of or in connection with:

1. Death or injury or damage to any property alleged to have resulted from the Product;
 - (ii) any act or omission of Contractor, including Contractor's performance or non-performance of this Agreement;
 - (iii) Contractor's breach of any warranty;
 - (iv) any claim that the manufacture, sale, or use of the Product infringes upon any patent or patent right, or any trademark, copyright, trade secret or other proprietary and intellectual property rights; or
 - (v) any other breach of Contractor's obligations hereunder, whether or not such claim or suit is based upon contract, warranty, strict liability and tort, negligence or other legal theory. If requested by City, Contractor will, at its own cost and expense, defend any and all such claims.

8. Hold Harmless Provisions. The Contractor agrees to pay and satisfy all claims arising from the work performed for City under this Agreement, and agrees to permit no liens of any kind to be filed by the Contractor's subcontractors or other

persons who may be entitled to file a lien against the City. The Contractor agrees to protect The City from all claims and liens, and indemnify The City for any costs incurred with any claims and liens. In the event that a lien or claim may be recorded against the City, then all costs, including attorney's fees, incurred by The City in defending, removing and satisfying the lien or claim, shall be at the expense of the Contractor. The cost may be paid by The City using funds due the Contractor.

The Contractor shall comply with all applicable federal, state, municipal, and local laws, and executive Agreements, and any applicable rules, Agreements, regulations and requirements of any government department or bureau. Nothing contained herein shall prevent the Contractor from contesting with the appropriate governmental body the validity of such law, rule, Agreement, regulation, or requirement that the Contractor has not complied with. The Contractor shall furnish The City with proof of its compliance with the aforesaid laws, rules, Agreements, regulations and requirements as The City may reasonably request. The Contractor shall indemnify and hold The City harmless from all loss, costs, expenses, fines, penalties, and damage by the Contractor's failure or neglect to comply with the provisions of this Article, including attorneys' fees.

The Contractor shall hold City harmless from all liability for death of or injury to the Contractor's officers, agents, representatives, or employees; any subcontractors or agents, representatives, or employees of any subcontractors; customers, invitees, or employees of third persons occurring or arising out of the work negligently performed, unless such claim arises from the sole negligence of the City. This responsibility shall include, but not be limited to, injuries or death caused in whole or part by any machinery, materials or equipment belonging to The City used by the Contractor in the performance of work. The Contractor shall hold City harmless from damage to any property, including City's property, to the proportionate extent, arising out of the work negligently performed, unless such claim arises from the sole negligence of the City. In the event the City is sued upon any claim or lien arising out of the work performed, the Contractor shall pay all costs, including attorneys' fees, incurred by City in defending the litigation unless such claim arises from the sole negligence of the City.

9. Insurance. The Contractor shall purchase and maintain during the life of this Agreement, Statutory Workman's Compensation and Employer's Liability Insurance, as required by the Workman's Compensation Law of the State of Jurisdiction for all employees involved with this work. Each subcontractor shall similarly provide coverage for its employees. The insurer must have a rating of "A" or better.

The Contractor shall purchase and maintain insurance with the following minimum coverage:

1. Commercial General Liability Insurance: providing coverage against claims for personal injury and property damage, including public liability, use of premises, products, and complete operations.
 - a. Bodily Injury Liability and Property Damage Liability combined =

- combined single limit of one of the following:
 - \$1,000,000 per each occurrence, with an aggregate total of \$2,000,000.
 - b. Personal Injury Liability = combined single limit of one of the following:
 - \$1,000,000 per each occurrence, with an aggregate total of \$2,000,000.
2. Commercial Automobile Liability Insurance: providing coverage against claims for personal injury and property damage, including owned, non-owned, and hired vehicles.
- a. Bodily Injury Liability and Property Damage Liability combined = combined single limit of one of the following:
 - \$1,000,000 per each occurrence, with an aggregate total of \$2,000,000.
3. Worker's Compensation and Employers Liability Insurance: providing coverage as required by law of the state in which work is performed.
- a. Worker's Compensation = Statutory Amount of State.
 - b. Employer's Liability = single limit of one of the following:
 - \$500,000 per each occurrence.

Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the City as additional insureds and this shall be noted on the Certificates of Insurance.

A Certificate showing the above coverage shall be provided to the City immediately upon execution of this Contract by both the City and the Contractor. The Notice to Proceed cannot be given until the Certificate of Insurance is on file with the City.

10. Intellectual Property. Contractor warrants that neither the goods nor processes supplied hereunder nor the use to which the same are to be put (according to City's stated purpose set forth herein or such uses as are inherent in the goods) infringe upon any patent or patent right, trademark, copyright or trade secret or other proprietary intellectual property right of any third party. Contractor shall indemnify City against all losses, liability, cost and attorneys' fees which may arise out of or in connection with the alleged infringement of such patent or patent right, or any trademark, copyright, trade secret or other proprietary intellectual property right.

City shall provide Contractor with prompt notice of any suit against City based on

such claim of infringement and shall permit Contractor, at Contractor's option or sole expense, to take over City's defense of such suit. If City should be enjoined or interfered with in the use of any goods supplied hereunder, Contractor shall, at its sole expense and at its option, promptly either furnish City a paid license to continue using such goods or furnish and install replacement goods satisfactory to the City.

11. Confidentiality. Contractor, on behalf of itself, its employees and agents, agrees that any idea, concepts for information concerning City, its operations, processes, or products of which Contractor becomes aware in connection with this Agreement (collectively "Information") shall be kept in strict confidence by Contractor and shall be neither disclosed nor used except as is reasonably necessary for proper performance of this Agreement unless and until any such information shall otherwise become available to the public or its disclosure of use by Contractor is authorized by City in writing. Contractor may disclose information to third parties to the extent required for proper performance of this Agreement, but only under the same obligations relating to ownership, disclosure and use undertaken by Contractor herein.

All information which Contractor creates through or in connection with performance of this Agreement, and this Agreement specifically includes creative or development tasks, and all information which Contractor acquires shall be and remain the property of the City and shall be made available to the City at reasonable times, and Contractor shall communicate with the City, promptly and without request, all information pertinent to this Agreement as performance progresses.

12. This Agreement and any other contracts arising from or related hereto shall be governed by the Laws of the State of Alabama, and venue and jurisdiction shall be proper only in the federal and state courts located in Mobile, Alabama.

13. Assignment. This Agreement may not be assigned by the Contractor without written consent of the City. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

14. Successors and Assigns. The parties hereto each are hereby bound and their successors and assigns are hereby bound to the other party to this Agreement in respect to all covenants, agreements, and obligations of this Agreement.

15. Continuing Obligations. If this Agreement is terminated for any reason, the Contractor will continue to be bound by those obligations which by their nature are continuing, such as those set forth under the headings "ADVERTISING," "CONFIDENTIALITY," "HOLD HARMLESS PROVISIONS," and "INSURANCE."

(Name of Company)

By: _____

As Its: _____

THE CITY OF SATSUMA

By: _____

As Its: _____

XX. Land and Water Conservation Fund (LWCF) and Recreational Trails Program (RTP) Contract Agreement Special Provisions

1. The facility to be designed will comply with the Architectural Barriers Act of 1968 (Public Law 90 480) and DOI Section 504 Regulations (43 CFR Part 17).
2. The completion of the work will be in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The contractor will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
4. The contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
5. The contractor will comply with Executive Orders 11625, 12138, and 12432, Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as follows, in accordance with 43 CFR 12.76:
 - (a) Include qualified MBEs/WBEs on solicitation lists.
 - (b) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (c) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
6. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
7. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing this Construction Contract, the contractor certifies that it will comply with debarment and suspension provisions appearing below.
8. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods

and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must be specified in any announcement of the awarding of a contract.

9. Retention and Custodial Requirements for Records

(a) Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three year period if audit findings have not been resolved.

(b) The retention period starts from the date of the final expenditure report for the project or the consolidated project element.

(c) The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

10. Lobbying with Appropriated Funds

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Provision of a Drug Free Workplace

The undersigned certifies that it will or continue to provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

12. Civil Rights Assurance

The undersigned certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d 1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE UNDERSIGNED HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the contractor's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the contractor by the Department, this assurance shall obligate the undersigned, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the undersigned for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the undersigned by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The undersigned recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the contractor, its successors, transferees,

assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the contractor.

FEDERAL CITATIONS FOR CIVIL RIGHTS REQUIREMENTS:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 43 CFR 17, SUBPART A
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, 43 CFR 17, SUBPART B
- C. NON-DESCRIMINATION ON THE BASIS OF AGE, 43 CFR 17, SUBPART C
- D. ADA TITLE II, 28 CFR 35
- E. ADA ACCESSIBILITY GUIDELINES, 28 CFR 36
- F. TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, 43 CFR 41
- G. LIMITED ENGLISH PROFICIENCY (E.O. 13166), 28 CFR 42.104(b)(2)

13. Debarment and Suspension

Certification Regarding Debarment, Suspension and Other
Responsibility Matters Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of record,, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

14. The contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Office of Federal Contract Compliance Programs (OFCCP) of the Department of Labor regulations (41 CFR chapter 60-4). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

15. The contractor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

16. The contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

17. The contractor will comply with all standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871)

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA
TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT
2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public
Entity

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.
 - a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
 - b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
- 3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
- 4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20__.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20__.

WITNESS: _____

Printed Name of Witness