

**CONTRACTUAL DOCUMENTS, GENERAL CONDITIONS,
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS**

FOR

GRASS MOWING, TOWN OF SUMMERDALE, ALABAMA

October 1, 2018

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**INVITATION FOR BIDS
TOWN OF SUMMERDALE**

The Town of Summerdale is located in Baldwin County, Alabama. The Mayor and Town Council of Summerdale are requesting proposals for **GRASS MOWING**. Proposals must be submitted **by 2:00pm on July 2, 2015** to the office of the Town Clerk in order to be considered responsive. **Bids will be opened at 2:30pm on July 2, 2015** at the Summerdale Municipal Complex, 502 W Lee Ave, and Summerdale, AL. Proposals submitted after this time will not be considered.

Work will include mowing and trimming at the **TOWN'S BALL FIELDS, PARKS AND SELECTED TOWN/STATE R.O.W. 'S**. The term of the contract is for one year with the option of renewing the contract for two additional years. The Town of Summerdale (Owner) and/or the Contractor may choose not to renew the contract at the end of years one and two. Copies of the plans, specifications, and contract documents may be inspected and/or obtained at the following location:

Town of Summerdale, Alabama
Summerdale Municipal Complex
502 W Lee Ave
Summerdale, AL 36580
Phone (251) 989-6202

The Contractor will be required to obtain a business license from the Town to operate within the Corporate Limits and is required to following the State of Alabama Immigration Laws and requirements.

Sealed Bids may be mailed or delivered directly to the Owner prior to the bid opening. Such sealed Bids must be clearly and legibly marked "**Grass Mowing, Town of Summerdale, Alabama**", on the outside envelope. Sealed must be sent to the following address:

Town of Summerdale, Alabama
Town Clerk's Office
Summerdale Municipal Complex
502 W Lee Ave
Summerdale, AL 36580
(251) 989-6202

The lowest responsive, responsible Bid will be accepted with key consideration based upon the benefit to the public. However, the Town of Summerdale, Alabama, 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 No Bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of Bids.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 TOWN OF SUMMERDALE, ALABAMA

INSTRUCTIONS TO BIDDERS

1. *BID FORMS*

A complete set of Bidding Documents is included herein.

2. *EXAMINATION OF DOCUMENTS AND PROJECT SITE*

A. Carefully examine the Bidding Documents, Specifications, Drawings, and the Work Site. BIDS shall include all costs required to execute the work under the existing conditions.

B. Direct inquiries and questions to Public Works Director, Town of Summerdale (251) 747-0818.

C. Extra payments will not be made for conditions which can be determined by examining the documents and the site.

3. *INTERPRETATIONS AND ADDENDA*

A. Should a BIDDER find discrepancies, ambiguities, or omissions in the Specifications, or should he be in doubt as to their meaning, he shall at once notify the PUBLIC WORKS DIRECTOR.

B. The PUBLIC WORKS DIRECTOR will issue ADDENDA to clarify discrepancies, ambiguities, or omissions in the Specifications.

C. ADDENDA will be mailed to each BIDDER by Certified Mail. ADDENDA shall become part of the contract and BIDDERS must acknowledge receipt of ADDENDA on their bid form or their bid will be rejected. BIDDERS shall be bound by ALL ADDENDA.

4. *MODIFICATIONS AND WITHDRAWAL OF BIDS*

A. BIDS may not be modified after submittal.

B. Any BIDDER may withdraw his BID, either personally or by written request, at any time prior to scheduled time for opening bids.

C. No BIDDER may withdraw his BID for a period of thirty (30) days after date set for opening thereof, and all BIDS shall be subject to acceptance by OWNER during this period.

5. PREPARATION OF PROPOSAL

The Bidder's Proposal must be submitted on the Proposal Form furnished.

The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price for each of the separate items for which an estimated number of cycles are given in the Proposal Form. He shall then print in the Amount column provided for that purpose the products obtained by multiplying the respective Unit Prices times the estimated number of cutting cycles. The Bidder shall then print the total sum of all these products which comprise the bid prices on the Bid Total line provided for that purpose. The Town will check the total sum printed in the Proposal and in case of error or discrepancy the total sum obtained by adding the products of the Unit Prices printed by the Bidder times the various estimated cycle quantities listed in the Proposal shall prevail and this shall be the Contract Bid Price.

The Proposal shall be properly signed by the Bidder. If the Bidder is an individual, his name and post office address must be shown; if a firm or partnership, the name and post office address of the firm or partnership must be shown; if a corporation, the President, Vice President, or Secretary shall sign and affix the corporate seal, or if the person signing the Proposal is an agent, the said agent must attach written authorization from the President, Vice President, or Secretary of the corporation, the name of the State under the laws of which the corporation is chartered, and the names, titles, and the business addresses of the officers.

6. IRREGULAR PROPOSALS

Proposals may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind. Proposals in which the Unit or Lump Sum Prices Bid are obviously unbalanced may be rejected.

7. DELIVERY OF PROPOSALS

Each Proposal shall be placed, together with the Proposal Guaranty, if applicable, in a sealed envelope on the outside of which is written in large letters the Project and the name of the Bidder. Proposals may be delivered in person or by mail. Proposals will be received by the Owner at the location specified until the hour of the date set in the "Invitation for Bids" for the opening thereof. No proposal will be accepted or considered which has not been received prior to time and date of opening.

8. PROPOSAL GUARANTIES

Any bid exceeding \$10,000.00 must be accompanied by a Proposal Guaranties in the amount of 5% of the Bid sum or \$10,000, whichever is lesser. Form of Proposal Guaranties shall be either a certified check payable to the OWNER or a Bid Bond executed by a surety acceptable to the OWNER and licensed in Alabama. All Proposal Guaranties, except those of the three lowest responsible Bidders, will be returned without

undue delay after Proposals have been checked and tabulated. The Proposal Guaranty of the three lowest Bidders will be returned as soon as the contract of the successful Bidder has been properly executed and approved. The Owner reserves the right to return all Proposal Guaranties by mail, and its responsibility shall end upon the mailing thereof.

9. BASIS OF AWARD OF CONTRACT

A. A contract will be awarded by the Town of Summerdale for mowing, dependent upon availability of funds. Bid award will be based on the lowest total price excluding any alternate bid items. *Examples* of the Notice of Award, Contract, Notice to Proceed, and Waiver and Release of Lien are included in these Bidding Documents.

B. The Contract will be awarded to the lowest responsive responsible BIDDER, subject to OWNER'S right to reject any or all BIDS and to waive informality and irregularity in BIDS and BIDDING.

10. EXECUTION OF CONTRACT

A. Each BIDDER shall be prepared, if requested by the OWNER, to present evidence of their experience, qualifications, available equipment and financial ability to carry out the terms of the Contract. The OWNER reserves the right to disqualify any bidder who, in the judgment of the OWNER, fails to adequately demonstrate experience, qualifications, available equipment and financial ability sufficient to enable that BIDDER to successfully complete the scope of work under this Contract.

B. The successful BIDDER shall commence work within 15 days following receipt of the Notice to Proceed or on a date stipulated in the Notice to Proceed.

C. Within 5 days of receipt of Notice to Proceed, the CONTRACTOR shall deliver to OWNER policies of insurance or insurance certificates as required by Contract Documents. All policies or certificates of insurance shall be approved by OWNER before the successful BIDDER may proceed with Work

11. PRE-QUALIFICATION OF BIDDERS

No proposal will be considered from any Contractor without reasonable large scale mowing experience. The OWNER reserves the right to inspect the Contractor's mowing equipment to insure the Contractor is qualified to perform the work as outlined in these documents. The OWNER reserves the right to reject the bid if in the OWNER's opinion the contractor cannot successfully execute the contract with his mowing equipment.

12. LAWS AND REGULATIONS

The BIDDER'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.

13. ALABAMA LICENSED CONTRACTOR

All BIDDERS submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed contractors in the State of Alabama and must give 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.

14. EQUIPMENT LIST

All BIDDERS shall include with the bid, a complete list mowing equipment which will be available and used for the performance of this contract.

SPECIFICATIONS AND EXECUTION OF WORK

1. *EQUIPMENT*

Rotary and/or flail mowers shall be required when mowing Town rights of way. Mowing around bridges, culverts, sign posts, mailboxes, delineators, guardrails, and wet areas shall be accomplished using equipment appropriate for this purpose, as approved by the Public Works Director. Other types of grass cutting equipment may be used provided they have been approved by the Public Works Director prior to use. All rotary mowers shall be equipped with safety chains to reduce the possibility of damage to property by flying debris originating from the operation of the mower. Chains shall be a minimum of 3/8" in size and links spaced side by side around the perimeter of the mower deck frame. The minimum safety chain configuration shall be long enough to drag the ground at all times when the mower is in operation. Maximum cutting widths for rigid frame rotary mowers shall be 108 inches. Hinged or batwing mower cutting widths shall be as approved by the Public Works Director. All mowers used as part of this contract shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times. All equipment shall be subject to the approval of the Public Works Director.

All equipment used in this contract shall conform to all applicable federal, state and local laws and regulations. Required safety devices and/or flagging shall be mandatory and in conformance with the appropriate sections of Part VI of the MUTCD.

2. *METHODS OF OPERATION*

Prior to beginning work on any pay item, a conference between a Public Works staff representative and the Contractor will be arranged by the Town. In this meeting, the Contractor shall outline in detail his proposed mowing procedures, mowing schedule and his plans for performing the work while providing for the safe passage of vehicular traffic at all times. Plans, specifications, unusual conditions, and other pertinent items regarding the work will also be discussed.

Mowers shall be adjusted for a cutting height specified by the Public Works Director as set forth below. Mowing will not be permitted when, in the opinion of the Public Works Director, soil, vegetation and weather conditions are such that the right of way or the vegetation would be damaged.

Equipment will not be allowed to remain within 30' of the travel lanes during non-working hours.

The Contractor shall mow as close as practicable to all fixed objects, exercising extreme care not to damage trees, plants, shrubs, delineators or other appurtenances which are part of the facility. The Contractor shall perform an inspection of the mowing areas and report any damage to items in the mowing area to the Town before beginning mowing operations. Any damage caused by the Contractor's mowing operations to any tree, plant, shrub, sign, or other appurtenances which are part of the facility shall be reported immediately by the contractor to the Town. The Town will determine whether the

damage shall be corrected by repair or replacement. Repairs shall be made by the Town and the cost for doing so shall be billed to the contractor. Edging equipment or other small mowing equipment shall be used in the appropriate areas where necessary to avoid said damage.

The contractor shall be responsible for any damage to public or private property which may occur as a result of mowing operations under this contract.

3. ***WORK PROSECUTION***

Mowers shall be adjustable for cutting height. Cutting height for this contract shall be as set forth below. Mowers working adjacent to each other shall provide for a neat uniform cut over the entire width of the cut area. No strips of uncut grass will be permitted. Scalping or shallow cutting will not be permitted. A maximum tolerance of ½ inch plus or minus from specified cutting height shall be in force for this contract. Grass clippings may be left on the ground.

Mowing operations shall be performed in a safe and orderly manner. Mowing operations will be restricted to “block” type cutting within the limits of the traffic control signing prior to advancing to the next site. Generally, in rights of way mowing shall be accomplished with the flow of traffic.

Hand trimming around all fixed objects within the mowed area will be required, including trees, plants, shrubs, utility poles, transformers, pedestals, light standards, sign posts, delineators, guardrail, headwalls or other appurtenances which are part of the facility.

In addition to the required mower operators, at least one person shall stay with the mowers to do hand trimming and maintain signs. Hand trimming of all mowed areas shall be completed by the end of the work day during which that area was mowed.

Coordinate with the Public Works Director on mowing schedule with regards to scheduled trash and garbage collections. Litter larger than a 12 ounce drink cup shall be picked up in area 3 (Hwy 59) prior to mowing. Litter that would impede the mowers performance shall be removed from all areas prior to mowing. Dispose of litter in the Towns trash containers or as directed by the Public Works Director.

Mowing equipment capable of mowing in tight quarters or special equipment shall be used when and where necessary. The areas to be mowed with specialized equipment shall be determined by the Town. Special equipment shall be on hand at all times and shall be used to mow areas such as wet ditches and other areas inaccessible to standard mowers when determined necessary by the Town.

4. WORK AREAS

Area 1 - Each cycle shall be completed in no more than one (1) working day, not including rain days. Cutting height for this area shall be two inches (2”).

Area 2 - Each cycle shall be completed in no more than one(1) working day, not including rain days. Cutting height for this area shall be two inches (2”).

Area 3 - Each cycle shall be completed in no more than one (1) working day, not including rain days. **Litter shall be picked up prior to mowing.** Cutting height for this area shall be two inches (2”).

Area 4 - Each cycle shall be completed in no more than one (1) working day, not including rain days. Cutting height for this area shall be two inches (2”).

Area 5 The mowing of the specified areas and trimming around obstacles within the ROW. Each cycle shall be completed in no more than one (1) working day, not including rain days. Cutting height for this area shall be two inches (2”).

Area 6 - The mowing of the specified areas and trimming around obstacles within the ROW. Each cycle shall be completed in no more than one (1) working day, not including rain days. Cutting height for this area shall be two inches (2”).

Area 7 - Each cycle shall be completed in no more than one (1) working day, not including rain days. Cutting height for this area shall be two inches (2”).

Area 8 - Each cycle shall be completed in no more than one (1) working day, not including rain days. Cutting height for this area shall be two inches (2”).

Area 9 - Each cycle shall be completed in no more than one (1) working day, not including rain days. Cutting height for this area shall be two inches (2”).

PROPOSAL FORM

TO: Town of Summerdale
 502 W Lee
 Summerdale, AL 36580

BIDDER: _____

OWNERS: Town of Summerdale, Alabama

PROJECT: **GRASS MOWING, TOWN OF SUMMERDALE**

The BIDDER in compliance with the INSTRUCTIONS TO BIDDERS having received the Plans and Specifications for the PROJECT, and having received, read, and taken into account all ADDENDA as follows: (List number and dates of each Addendum) _____

and having inspected the site(s) and the conditions affecting and governing the accomplishment of the PROJECT, the undersigned proposes to furnish all materials and perform all labor, as specified to complete the base bid and any alternate bid(s) for the following:

Schedule of Prices				
Area No.	Item Description	Est. No. of Cycles	Unit Price Per Cycle	Amount
1	Right of way of West 1 st Street (CR 71) from State Highway 59 to end of curve at Shriver St. Hwy 32 from Co. Rd 71 west to Hwy 59	32 (every week)	\$ _____	\$ _____

2	Town property and adjacent street right of way between West 1 St. and East 1st St. Pioneer Park, (Babe Ruth) ball field from top of ditch south (approximately 5.4 acres). Ball fields south of West Hamm Avenue next to but not including the water tower lot (approximately 4.2 acres). Do not include Splash Park. Includes the Summerdale Municipal Complex (502 W Lee Ave)	32 (every week)	\$ _____	\$ _____
3	State Highway 59 from northern Town limits to southern Town limits (approximately 7.1 miles) Note: Mowing & Trimming only on side of road within town limits.	17 (every 2 weeks)	\$ _____	\$ _____
4	CR 71 from State Highway 59 south to Carver Lane. Daugherty Road from CR 28 south to Town limit sign. CR 28 south town limit to town limit sign. CR 28 town limit to town limit (approximately 2 miles) Note: Mowing & trimming only on side of road within town limits.	17 (every 2 weeks)	\$ _____	\$ _____
5	CR 32 from the west Town limits (3/4 mile west of state Highway 59) From CR 71 east to town limits (approximately 1.25 miles east of Resmondo Rd). (Total length approximately 4.25 miles) Note: Mowing & trimming only on side of road within town limits.	17 (every 2 weeks)	\$ _____	\$ _____

6	CR 73 from south Town limit to CR 36 (approximately 2.4 miles) Note: Mowing & trimming in the town only on side of road with town limits.	17	\$ _____	\$ _____
7	Wynn Cemetery at CR 73 and CR 32. Include right of way north and east of pavement. (Approximately 7 acres).	17 (every 2 weeks)	\$ _____	\$ _____
8	Couch Plant Road from Bryant Ln to McCarron Ln (approximately 0.5 miles) CR 36 from State Highway 59 to 0.75 miles west to Town limits. (approximately 0.75 miles) Wynn Road from State Highway 59 to Paul Cleverdon Rd. (approximately 0.5 miles) CR 34 south from State Highway 59 to Paul Cleverdon Road (approximately 0.5 miles)	17 (every 2 weeks)	\$ _____	\$ _____
9	SIDEWALK AREA W Broadway from Co Rd 71 to W 2nd, W Jackson from Co Rd 71 to W 4th, W 2nd from W Broadway to W Jackson, E Jackson from Co Rd 71 to NE 4th, NE 4th and along E Shriver to NE 7th, NE 7th from E Shriver to E Broadway, E Broadway from NE 7th to Co Rd 71, E Hamm from SE 2nd to SE 4th, SE 4th from E Hamm to E Jackson, E 5th from E Jackson to E Broadway, SE 3rd from E Hamm to E Jefferson and E Jefferson from NE 1st to NE 4th approximately 2.1 Miles only on sidewalk side of streets. W Shriver Street.	17 (every 2 Week)	\$ _____	\$ _____

Name of Bidder

Address

Al. Contractor License No. (If applicable)

Corporate Seal

Witness

Signature

Date

Title

NOTICE OF AWARD

DATED:

TO:

PROJECT: GRASS MOWING, TOWN OF SUMMERDALE, ALABAMA

You have been awarded a contract for **GRASS MOWING, TOWN OF SUMMERDALE, ALABAMA.**

Within ten (10) days of the date of this Notice of Award, you must deliver to the OWNER the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

- 2 originals - Contract
- 1 original - Certificate of Insurance certifying compliance with all Insurance requirements specified in the General Conditions

Within ten (10) days after receipt of the above documents, OWNER will return to you one (1) fully signed original of the Contract.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

TOWN OF SUMMERDALE (OWNER)

By: _____

CONTRACT

THIS AGREEMENT, made and entered into the _____ day of _____, _____ at Summerdale, State of Alabama, by and between _____, hereinafter called the Contractor, and the **Town of Summerdale, Alabama**, and/or its assigns, hereinafter called the Owner.

WITNESSETH;

That the Contractor, for the consideration hereinafter set out, hereby agrees with the Owner as follows:

1. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans and specifications, Bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for **GRASS MOWING, TOWN OF SUMMERDALE, ALABAMA**.
2. That the Contractor shall commence the work to be performed under this agreement within the Contract Time as defined in the *General Conditions*.

All work shall be accomplished with quality in a manner which will maintain safety to life and property, and reduce to a minimum any interference with abutting property or public travel. A daily completion report shall be filled out and turned in to the Public Works Office or the Office of the Town Clerk. All work shall be inspected and approved by the Town Public Works Director and his staff as Owner's representatives before payment shall be made.

3. The Owner hereby agrees to pay to the Contractor for satisfactory performance of the agreement, subject to additions and deductions as provided in the contractual Documents, in lawful money of the United States as follows: _____

_____.

4. It is mutually agreed between the Owner and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor's approved work schedule.
5. The Owner reserves the right to terminate this contract without penalty to itself, upon written notice to the Contractor at least thirty (30) days prior to said termination. In the

event that the Contract is terminated, the Contractor will be paid in accordance with the bid items of the Contract and its attachment for all work performed for which payment has not yet been made.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

By: _____
Contractor

By: _____
Mayor

**Town of Summerdale, Alabama
(Owner)**

(SEAL)

ATTEST: _____
Town Clerk

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: **GRASS MOWING, TOWN OF SUMMERDALE, ALABAMA**

You are hereby notified to commence work in accordance with the Agreement dated _____, _____, on or before _____, _____. The Agreement shall expire on _____.

Town of Summerdale, Alabama

(OWNER)

By _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, _____.

By: _____
Contractor

WAIVER AND RELEASE OF LIEN

FROM: _____

TO: **Town of Summerdale, Alabama** (Owner of Project)

PROJECT NAME: **GRASS MOWING, TOWN OF SUMMERDALE, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the **Town of Summerdale** to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the **Town of Summerdale** on the referenced project on account of labor or materials, or both furnished for the referenced project.
2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced project.
3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save the **Town of Summerdale** harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced project.
4. The undersigned has executed this document in order to induce the **Town of Summerdale** to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the **Town of Summerdale** arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, _____.

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally appeared before me the undersigned Notary Public in and for said County and State, _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

NOTARY PUBLIC

GENERAL CONDITIONS

1. OWNER

The Owner for Grass Mowing is the Town of Summerdale, Alabama. The mailing address for the Owner is 502 W Lee, Summerdale, Alabama 36580.

2. LOCAL LICENSE REQUIREMENT

Attention is called to the fact that all companies performing work on this Contract must obtain a Business License from the Town of Summerdale available at Town Hall.

3. CONTRACT DOCUMENTS

The Owner will furnish the Contractor free of charge two (2) sets of plans and specifications. Additional sets may be purchased at cost to Contractor.

4. PAYMENTS AND COMPLETION

Once in each month, the Contractor may submit an Application for Payment for completed work in place on the enclosed form. Payment shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment. The final monthly payment prior to the expiration of the Contract shall not be made until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the work under this contract have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) FOR CONTRACTS OF \$50,000 OR MORE, legal notice of advertisement of completion has been advertised four (4) consecutive weeks in some newspaper of general circulation in Baldwin County, Alabama (approved by the Owner); 3) Final inspection of the work by the Owner. Final payment will be made to Contractor within thirty (30) days after satisfactory completion of (1), (2) and (3) above.

5. INSURANCE

General

Certificate of Insurance

Submit certificate of insurance on AIA Document G-705 entitled "Certificate of Insurance", enclosed herein, or other suitable form provided by the Insurance Company.

Notification of Owner Re: Termination/Expiration

Each and every policy shall contain an endorsement stating that insurance company will not, prior to completion of project or any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change any coverage therein without first mailing by registered mail, written notice of such action at least thirty (30)

days prior to termination or change, to Owner at whose request the policy and certificate are issued.

Insurance Companies

Coverage of all insurance shall be in acceptably strong companies with a minimum rating of A in Best's Insurance Guide, or lacking, which must be approved by the Owner.

Owner Liability

The Contractor shall name the Owners, the Town of Summerdale as additional insured in the Contractor Comprehensive Liability Policy.

Additional Coverage

Coverage shall include liability arising from property in care, custody and control of Contractor.

Limits of Coverage

Specific policies and amounts of coverage required are as follows:

- (1) Workmen's Compensation - Employers Liability Insurance.
 - A. Statutory - amount and coverage as required by law of the place of building.
 - B. Employers Liability \$1,000,000 minimum.

- (2) Comprehensive - General Liability Insurance
 - A. Public Liability: Including Premises-Operations, Independent Contractors, Products-Completed Operations, Broad Form Property Damage Including Products Liability and Broad Form Contractual Liability.
 - 1. Bodily Injury Liability - \$1,000,000 per person
Per occurrence
\$2,000,000 aggregate
Per occurrence
 - 2. Property Damage Liability - \$1,000,000 aggregate
Per occurrence

Split limits or Combined Single Limits of \$1,000,000

(3) Comprehensive - Automobile Liability Insurance including owner, non-owned, and hired vehicles, or Combined Single Limit \$1,000,000.

- A. Bodily Injury Liability - \$1,000,000 per person
Per occurrence

\$2,000,000 aggregate
Per occurrence
- B. Property Damage Liability - \$1,000,000 aggregate

6. CONTRACT TERM

The term of this contract shall be one (1) year from the date of award. The Town has the option to renew this contract for two (2) additional years. The contract will be considered renewed for each additional year with no increase in price, **unless** the Town notifies the Contractor in writing thirty (30) days prior to the expiration of the initial one (1) year term of the Town's intent **not** to renew, **or** contractor requests a price increase in writing sixty (60) days prior to the expiration of the initial one (1) year term. If, after negotiation with the Town, the price increase is deemed acceptable, the Town will provide a new purchase agreement. If a price increase is not agreed upon, the Town will re-bid the contract.

7. REINSPECTION FEE

A reinspection fee of Fifty Dollars (\$50.00) shall be charged when Town inspectors find an area not satisfactorily cut during initial inspection and must reinspect this area at a later time following recutting as necessary to correct deficiencies.

SPECIAL CONDITIONS

1. WORK SCHEDULE

After contract award the contractor shall prepare a work schedule for the season with cutting dates specified and have this schedule approved by the Public Works Director before proceeding with the work. Weekend and holiday work may be allowed on an exception basis. The Town reserves the right to restrict work in any areas on an exception basis. At least 2 (two) off season mowing cycles should be anticipated. The Public Works Director shall determine the schedule and area.

2. SANITARY FACILITIES

The Contractor shall provide on site sanitary facilities, if he so deems sanitary facilities to be necessary. No sanitary facilities shall be provided by the Owner.

3. STORAGE OF MATERIALS

All equipment and materials may be stored on the job site. Materials as well as equipment remain the property of the contractor until contract completion.

4. DISPOSAL OF MATERIALS

Any waste and excess materials shall be disposed of 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 Alabama Department of Environmental Management (ADEM) Regulations.

5. DRAWINGS AND CONTRACTUAL DOCUMENTS

The Contractual Documents shall consist of the Request for Proposals, Instructions for Bidders, Proposal, Proposal Forms, Contract, General Conditions, Special Conditions, Technical Specifications, all amendments and addenda thereto, and Drawings attached hereto.

6. DAILY COMPLETION REPORTS

A DAILY completion report shall be filled out and turned in to the Public Works Office or the Office of the Town clerk. The report must contain: mowing cycle number, area number, dates area was mowed, and must be approved by Town Inspector before application for payment can be submitted.

