


SUBMIT BIDS TO:	CITY OF TUSCALOOSA P.O. BOX 2089 TUSCALOOSA, AL 35403	PURCHASING OFFICE 2201 UNIV. BLVD. TUSCALOOSA, AL 35401	INVITATION TO BID								
BID TITLE MUNICIPAL WRECKER SERVICE			BID NO. 5010-041421-1								
PAGE 1 OF <u>25</u> PAGES	BIDS WILL BE OPENED AT 2:00 PM ON APRIL 14, 2021 IN THE OFFICE OF THE PURCHASING AGENT, 2201 UNIVERSITY BLVD. TUSCALOOSA, AL 35401 AND MAY NOT BE WITHDRAWN FOR <u>THIRTY (30)</u> DAYS AFTER SUCH DATE & TIME.		ISSUE DATE 03/25/2021								
 <p style="text-align: center;"><u>MAYOR</u> WALTER MADDOX</p> <p style="text-align: center;"><u>COUNCIL MEMBERS</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">PHYLLIS W. ODOM</td> <td style="width: 50%;">LEE BUSBY</td> </tr> <tr> <td>RAEVAN HOWARD</td> <td>KIP TYNER</td> </tr> <tr> <td>CYNTHIA LEE ALMOND</td> <td>EDDIE PUGH</td> </tr> <tr> <td>SONYA MCKINSTRY</td> <td></td> </tr> </table> <p style="text-align: center;"><u>PURCHASING AGENT</u> DAVID COGGINS</p>		PHYLLIS W. ODOM	LEE BUSBY	RAEVAN HOWARD	KIP TYNER	CYNTHIA LEE ALMOND	EDDIE PUGH	SONYA MCKINSTRY		Vendor Information (SECTION TO BE COMPLETED BY VENDOR) <hr/> Company Name (Please Print) <hr/> Phone Number Fax Number <hr/> Email Address	
PHYLLIS W. ODOM	LEE BUSBY										
RAEVAN HOWARD	KIP TYNER										
CYNTHIA LEE ALMOND	EDDIE PUGH										
SONYA MCKINSTRY											

GENERAL CONDITIONS OF INVITATIONS TO BID

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

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

2. DESCRIPTION OF SUPPLIES

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

3. SUBMISSION OF BIDS

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

4. REJECTION OF BIDS

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

5. WITHDRAWAL OF BIDS

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

6. LATE BIDS OR MODIFICATIONS

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

7. CLARIFICATIONS OR OBJECTION TO BID SPECIFICATIONS

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

8. DISCOUNTS

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

9. SAMPLES

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

10. AWARD OF CONTRACT

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

11. DELIVERY

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

12. CONDITION OF MATERIALS AND PACKAGING

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

13. CLAIMS

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

14. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

15. PROVISION FOR OTHER AGENCIES

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

16. COLLUSION

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

17. VARIANCE IN CONDITIONS

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

18. MINORITY / DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

SPECIAL CONDITIONS

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

Awards shall be made or contracts entered into with the lowest responsible bidder(s) meeting all specifications and terms and conditions established by the Division of Purchasing. The Division of Purchasing reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards.

The awarded bidder shall be required to enter into a contract between the vendor and the City of Tuscaloosa, which shall bind the vendor to furnish and deliver the commodities and/or services ordered at the prices, terms, and conditions quoted. A sample contract is attached to this bid document.

Questions concerning the bid process should be directed to David Coggins at (205) 248-5186 or dcoggins@tuscaloosa.com (e-mail is preferred). Questions concerning Specifications, Services, and Requirements should be directed to Officer Howard Davidson at (205) 248-4657 or hdauidso@tuscaloosa.com.

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

The term of this contract shall be for a period of three (3) years from the date of execution and shall automatically renew for up to two (2) years for a total maximum contract term of five (5) years from the date of execution, unless sooner terminated pursuant to the terms and conditions of the contract agreement.

Vendor to submit the following:

- Signed Special Conditions page
- Completed and signed Bidder’s Price Submissions page
- Completed and signed Bidder’s Response Form

NOTE: Sheet(s) submitted without Company Name & Signature WILL NOT be considered for bid award.

VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.

Bid submissions shall be submitted in a sealed envelope and addressed to: David Coggins, Purchasing Agent, 2201 University Blvd., Tuscaloosa, AL 35401. The name and address of the bidder, the date and hour of the bid opening and the Bid Title shall be placed on the outside of the envelope. Failure to properly address and label sealed envelope may result in bid rejection.

IMPORTANT COVID-19 INFORMATION

Submitting Bids by Hand

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

Note: Masks/face coverings are required for entry into City Hall.

Submitting Bids by Mail/Package Carrier

Bidders who submit bids by mail or package carriers are encouraged to do the following:

1. Correctly label the **outer envelope** as instructed on page 3 of this bid document to insure proper identification and delivery to Purchasing.
2. Use a shipping method that includes tracking information and an estimated delivery time. USPS standard mailing without tracking is not recommended.
3. Don't wait until the last minute. Allow at least a day's cushion in case deliveries are delayed unexpectedly.

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

Electronic Submissions

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

Bid Opening & Potential Date Change

If bidders choose to attend the bid opening, only one representative per bidder will be allowed to attend. All attendees shall be healthy and display no symptoms of sickness. Social distancing of at least six (6) feet shall be maintained. Face coverings that fully cover the nose and mouth are required while on the premises of all City-owned/operated facilities.

Circumstances related to COVID-19 may warrant a change to the bid opening date. Any such date change will be published in an addendum and posted on our City's website at <https://www.tuscaloosa.com/bids>. Bidders are advised to check this web page for any addendums prior to submitting their bids.

Bid results will be posted on the Bids page of the City's website within 24 hours of bid opening. Link: <https://www.tuscaloosa.com/bids>

DESCRIPTION OF SERVICES

The services shall be known as City of Tuscaloosa Municipal Wrecker Service, which shall generally involve wrecker and/or towing services for certain City vehicles, abandoned vehicles, vehicles subject to police investigation, and recovered stolen vehicles within the City of Tuscaloosa and its police jurisdiction from one company at fixed unit prices. All vehicles, unless otherwise instructed, shall be delivered to and securely stored in the City’s impound lot(s).

The following City vehicles are not included in this contract:

- Fire Trucks, including Ladder Trucks and Rescue Trucks
- Garbage Trucks
- Knuckle Boom Trucks
- Street Sweepers
- Dump Trucks, including Single and Tandem Axle Trucks
- Squad Work Trucks
- Recycling Trucks
- Bucket Trucks

Bidders must have comprehensive automobile liability insurance and garage keepers legal liability insurance in the limits as set forth in the contract documents.

The term of this contract shall be for a period of three (3) years from the date of execution and shall automatically renew for up to two (2) years for a total maximum contract term of five (5) years from the date of execution, unless sooner terminated pursuant to the terms and conditions of the contract agreement.

NOTE: The successful bidder shall, upon execution of the contract, also provide a performance bond to the City in the amount of \$10,000, per contract specifications.

QUALIFICATION OF BIDDERS

All bidders must be an operator meeting all standards and criteria, in good standing, and actively participating in the City’s Rotation Wrecker Program pursuant to Ordinance No. 5888, or any amendments thereto, as codified in the City Code at Article IV, Chapter 21, “Procedures for Wrecker Service Participation on City’s Rotation Log” or any amendments thereto.

AWARD OF CONTRACT

- A. The contract will be awarded to the lowest responsible, responsive bidder based upon quality; conformity with specifications; purpose for which required; and other relevant factors.
- B. The successful bidder shall be expected to provide the required bond, insurance, and within five (5) days of bid award, enter into a contractual agreement with the City in accordance with the terms and conditions as set forth in the contract document, a sample of which is attached to this bid document, and which also constitutes part of the specifications herein.
- C. Bidder shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contracts.
- D. Prices quoted for each service specified in this bid document and contract are relevant to determine the low bidder. In the event of multiple low bids, the prices quoted for normal wrecker services, righting, and winching will be determinative of the actual low bidder.
- E. All bidders are advised to carefully read the proposed Municipal Wrecker Service Sample Contract attached, which forms part of the specifications of this request and which provisions and requirements are adopted herein by reference.

WRECKERS & EQUIPMENT REQUIREMENTS

The Contractor shall, at a minimum, own, operate and maintain the following wreckers and related equipment in the performance of this contract:

A. Number, Capacity and Wrecker Standards.

The Contractor shall maintain a minimum of three (3) operational wreckers ready for immediate response to a dispatch, all of which shall be well maintained and in good condition at all times and not more than twenty (20) years of age. All such wreckers shall be based at operator's facility within the corporate limits of the police jurisdiction of the City.

In addition to all conventional attributes, a wrecker shall be of the following type, kind, number and capacity:

1. One wrecker, mounted on a one-ton chassis or better, with a twin line hydraulic lift and a set of dollies.
2. One twin-line wrecker, mounted on a chassis with tandem dual rear wheels with air brakes, which has a boom with a minimum twenty-five-ton lifting capacity with hydraulic under reach.
3. One "roll-back" wrecker on a one-ton chassis or better with dual rear wheels.

B. Equipment Requirements: Each wrecker shall have on it at all times, the following equipment:

1. Two (2) or more safety chains.
2. Two (2) or more fully charged chemical, B.C. rating, rated fire extinguishers having a minimum of ten(10) pounds capacity each.
3. One (1) pry-bar or wrecker bar capable of prying open doors.
4. One (1) push type broom.
5. One (1) ax.
6. One (1) flat shovel.
7. Wheel lift is required except for wreckers with twenty (20) ton lifting capacity or more.
8. A minimum of one (1) snatch block for a roll-back wrecker.
9. A minimum of two (2) snatch blocks for a wrecker boom with eight (8) ton capacity.
10. A minimum of four (4) snatch blocks for a wrecker boom with twenty-five (25) ton capacity.
11. Warning devices, applicable to trucks as required by Ala. Code §32-5-220 and 32-5-221 (1975), and used for the same and required by law.
12. At least one light bar with rotating beacon or strobe light on each end visible with three hundred sixty degrees.

C. In addition, each wrecker shall have an emergency flasher system capable of emitting two (2) amber lights to the front and two (2) red lights at the rear of the vehicle and which will flash simultaneously. All lighting systems must be visible for a minimum distance of five hundred feet.

D. Two-way Communication Equipment: Other than a citizens band radio, between the wrecker and the wrecker's dispatcher and a cellular phone in each wrecker.

E. A minimum of 40 pounds of "Oil Dry".

F. An audible warning device to indicate when wrecker and engaged a reverse gear or is in the process of backing operations.

RESPONSE

- A. The Contractor shall immediately respond to a dispatch for wrecker services and arrive with a suitable wrecker and equipment on the scene within twenty-five (25) minutes from the time of dispatch, under normal driving conditions.

The Contractor shall upon execution of this agreement provide to the City's representative the name, telephone number, address and other information for a backup wrecker service that has agreed to provide such service for Contractor subject to all terms of this agreement. In the event that none of the Contractor's wreckers are available, it shall be the responsibility of the Contractor to promptly notify the department of such fact. The backup wrecker service must be an active and current participant, in good standing on the City's rotation wrecker log, subject to all terms and conditions herein contained and the same shall not be considered an assignment of this agreement nor relieve the Contractor of its obligations herein. The department will dispatch the backup wrecker. Use of backup wrecker shall not relieve Contractor from full compliance and responsibility with this agreement for performance, including that of the backup wrecker. Provided; however, if the Contractor should provide wrecker services to the City through another firm on more than three (3) consecutive occasions or the majority of responses to dispatches within one month are through another wrecker firm, then the same will be construed as an illegal assignment by the Contractor and a breach of this agreement.

In the event the Contractor fails to arrive upon the scene of a dispatch within the time stated and/or with the appropriate equipment, the City may utilize any other wrecker service at its option and deduct the cost thereof from Contractor's next payment.

- B. The Contractor shall maintain its wrecker operations and be fully capable of responding to a dispatch twenty-four (24) hours a day, seven (7) days a week, including all holidays.
- C. The Contractor shall obtain all State and Municipal licenses and comply with all Municipal, State and/or Federal rules, regulations and guidelines in regard to its operations and wrecker services.

DRIVERS

All wrecker drivers of the Contractor shall be subject to the following terms and conditions:

- A. No driver shall solicit business at the scene of a dispatch.
- B. All drivers shall at all times conduct themselves and the provision of wrecker services in a reasonable and safe manner with particular attention being paid to the direction and instruction of police officers on the scene and the public health, safety and welfare.
- C. Each wrecker driver shall obey all State and Municipal traffic laws and regulations when responding to a dispatch for wrecker services.
- D. No driver of a wrecker shall respond to a dispatch when he or she is under the influence of alcoholic beverages, controlled substances or is otherwise impaired.
- E. No wrecker driver shall operate a wrecker in response to a dispatch who has been convicted of any crime within the last five (5) years which was related to their capability to provide wrecker services to the public in a safe and responsible manner.
- F. All wrecker drivers shall be proficient and competent in the operation of such wrecker.

- G. All drivers of wreckers shall possess a valid Alabama Driver’s License and a Commercial Driver’s License, as required by law, issued by the State of Alabama Department of Public Safety.
- H. All wrecker drivers shall wear reflective vests, coats or shirts while on the scene of any dispatch.
- I. All wrecker drivers shall attend hazardous material training sessions as required by the Department’s representatives.
- J. All drivers shall remove glass and debris at the scene of a dispatch and apply Oil Dry if necessary.
- K. All wrecker drivers shall have a detailed knowledge of and be familiar with all major streets and thoroughfares in the City of Tuscaloosa and its Police Jurisdiction by name and number.
- L. All wrecker drivers shall have the physical qualifications necessary to perform the normal tasks and essential functions associated with that of providing wrecker and/or tow services.
- M. A wrecker driver shall provide his or her name, address and telephone number to any police officer or representative of the City when requested to do so.

OTHER REQUIREMENTS

The Contractor shall maintain a principal and primary physical and business location within the corporate limits of the City of Tuscaloosa or its police jurisdiction.

Unless otherwise instructed, Contractor shall deliver to and securely store all vehicles in the City’s impound lot. Contractor’s access to and use of the impound lot shall be in accordance with regulations promulgated by the City’s representative. Contractor will be provided one key to the lot and shall make additional keys as required. The Contractor shall be responsible for maintaining a roster of all keys and the employees of Contractor to whom they were assigned. All keys must be accounted for at all times. All keys including copies shall be returned to the City representative upon expiration or termination of this agreement.

INSURANCE REQUIREMENTS

- A. The Contractor shall obtain and maintain liability insurance policy or policies issued by an insurance company currently authorized to issue policies of insurance covering risk in the State, during the term of this agreement or any extensions or renewals thereof with the limits of liability coverage as hereinafter stated.

Provided; however, the carrying of such insurance coverage shall not relieve the Contractor of any of its obligations pursuant to this agreement.

The Contractor shall, without expense to the City, and upon commencement of the terms hereof, have in force and maintained under policy of insurance and endorsements thereto, garage/premises liability insurance coverage, garage keepers legal liability coverage and automobile liability coverages in not less than the following amounts:

(1) Comprehensive Automobile Liability Insurance:

Bodily Injury	\$150,000 per person/\$500,000 per occurrence
Property Damage	\$150,000 per occurrence or
Combined Single Limit	\$500,000
Uninsured motorist coverage	\$20,000 per person/\$40,000 per occurrence
On hook	\$25,000 per occurrence

(2) Garage Keepers Legal Liability Insurance must include fire, explosion, theft, riot and civil commotion, vandalism, collision, with a deductible no greater than \$5,000.

Property Damage

\$100,000 per occurrence

- B. All such insurance coverage shall be provided by a policy or policies issued by a company or companies qualified by law to engage in insurance business in the State of Alabama, which said policy or policies shall be approved by the City Attorney and filed with the City’s representative. The Contractor may file a certificate of insurance or binders of insurance with the City Attorney evidencing such insurance coverage. Such insurance policy shall name the City as additional insured and shall contain an endorsement providing that the City will be given not less than thirty (30) days written notice prior to cancellation or change of coverage provided by said policies. In the event the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this agreement, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with a binder(s) of insurance evidencing the re-establishment of the insurance coverage required hereby.**

- C. To the extent said insurance provides protection against liability for damages to third parties for personal injury, bodily injury, death and/or property damage, the City, its officers, agents, servants and employees shall be included as a named insured; provided; however, such liability insurance coverage shall also extend to damage, destruction, injury to City owned or leased property and City personnel caused by or resulting from works, acts, operations or omissions of the Contractor, its officers, agents, employees or independent contractors.**

BIDDER'S PRICE SUBMISSIONS

UNIT PRICES: (Bidder must submit prices for each item of service)

- 1. Normal Wrecker Service – 2-Axle Vehicle Under 10,000 pounds
\$ _____
- 2. Normal Wrecker Service – 2-Axle Vehicle In Excess of 10,000 Pounds But Less Than 26,000 Pounds
\$ _____
- 3. Normal Wrecker Service – Vehicle With More Than 2 Axles
\$ _____
- 4. Righting of 2-Axle Vehicle Under 10,000 pounds
\$ _____
- 5. Righting Of Vehicle In Excess Of 10,000 Pounds Or With More Than 2 Axles But Less Than 26,000 Pounds
\$ _____ per hour
- 6. Righting of Vehicle In Excess of 26,000 pounds
\$ _____ per hour
- 7. Winching of 2-Axle Vehicle Under 10,000 pounds
\$ _____ per hour
- 8. Winching of Vehicle In Excess Of 10,000 Pounds But Less Than 26,000 Pounds
\$ _____ per hour
- 9. Winching of Vehicle In Excess Of 26,000 Pounds
\$ _____ per hour
- 10. Righting or Lifting of Vehicle by Airbag (per pound lifted)
\$ _____ per pound
- 11. Cleanup Services (beyond normal cleanup)
\$ _____
- 12. Cancel Wrecker Service Call
\$ _____

Notes:

- Business hours defined as 8:00 AM to 4:00 PM Monday-Friday.
- Normal wrecker service includes but is not limited to the cleaning of debris from roadway, oil dry applications, towing to City impound lot, the dropping of drive shafts and/or pulling of axles, inflation of tires and/or the use of jumper cables to boost start a vehicle when needed to facilitate removal of the vehicle, unlocking of the vehicle and/or dealing with vehicles for which there are no keys. The making of reports, the furnishing of materials, personnel and facilities and all other cost or expense to Contractor in order to fulfill all the terms and conditions of this agreement.
- Cleanup Services includes services beyond normal cleanup services as defined above. This includes, but is not limited to, the use of a forklift, Bobcat, front-end loader, or other similar equipment to clean accident site.

The City will make an award to a primary contractor. The City may also choose to award to a secondary contractor. This secondary contractor would be called when the primary contractor is unavailable and/or unable to provide service at the call-out time. If your company is not chosen as the primary contractor, would you be willing to accept the secondary contract award?

YES: _____ NO: _____

BIDDER'S RESPONSE FORM

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

COMPANY NAME: _____

CONTACT PERSON: _____

COMPLETE MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

COPIES SUBMITTED:

_____ **VENDOR MUST SUBMIT AN ORIGINAL BID AND ONE COMPLETE COPY OR THE BID MAY BE REJECTED.**

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

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

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

Preliminary bid tab will be posted on the city's website once available at <https://www.tuscaloosa.com/bids>.

SAMPLE CONTRACT

**WRECKER SERVICE FOR
THE CITY OF TUSCALOOSA**

(A21-0326)

THIS AGREEMENT, is made and entered into by and between the City of Tuscaloosa, Alabama, a Municipal Corporation, hereinafter referred to as the "City" as party of the first part, and _____ a wrecker/towing service entity, as herein defined, hereinafter referred to as "Contractor," on this the _____ day of _____, 202__, for and in consideration of the mutual benefits moving each to the other, the terms, conditions and sums as set forth herein as follows:

WHEREAS, the City desires to obtain wrecker and/or towing services for City vehicles, abandoned vehicles, vehicles subject to police investigation and recovered stolen vehicles within the City and its police jurisdiction from one company at a fixed price; and,

WHEREAS, pursuant to Ala. Code §41-16-50 (1975), the City advertised and received competitive bids for the provisions of such services in accordance with certain criteria, terms, conditions and specifications as stated therein; and,

WHEREAS, the Contractor's proposal in response thereto was accepted by the City and the parties wish to enter into a contract agreement for the provision of municipal wrecker and/or towing services as more particularly set forth herein.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this contract is made and entered into by and between the City of Tuscaloosa ("City") and Contractor on the date first above written as follows:

ARTICLE I. DEFINITIONS:

For the purpose of this contract, the following terms shall have the meanings ascribed to them unless the context clearly indicates otherwise:

A. Call or Dispatch: A request to the Contractor for wrecker/towing services pursuant to this agreement by the City, Department or a police officer.

B. Contractor: The party of the second part as hereinabove stated, providing wrecker and/or towing services to the City pursuant to the terms and conditions hereof.

C. City: The party of the first part herein stated, the City of Tuscaloosa, Alabama, a Municipal Corporation or any department thereof.

D. Department: Means the Tuscaloosa Police Department, its Chief or his designated representative.

E. Impound Lot: That facility of the City located _____ and established by the City for the use of storage and impoundment of vehicles as herein defined.

F. Police Officer. Any City police officer or any law enforcement officer of a joint law enforcement agency in Tuscaloosa County in which the City is an active participant.

G. Rotation Wrecker. An operator meeting all standards and criteria, in good standing and currently actively participating in the City’s Rotation Wrecker Program pursuant to Ordinance No. 5888 or any amendments thereto as codified in the City Code at Article IV, Chapter 21, “Procedures for Wrecker Service Participation on City’s Rotation Log” or any amendments thereto.

H. Vehicle. A vehicle or motor vehicle as defined by Ala. Code §32-1-1.1 (1975), and any trailer or other attachment or device capable of being attached thereto which is:

(1) Abandoned pursuant to Ala. Code §32-13-2 (1975) or §22-10 Code of Tuscaloosa as determined by a police officer or a representative of the City of Tuscaloosa.

(2) City Owned or Leased to the City. (Excluding fire trucks, fire ladder, fire rescue units and garbage trucks)

(3) Stolen; a vehicle officially reported to the police as stolen.

(4) Investigative; a vehicle in regard to which a police officer or the Department has determined that sufficient cause exists to believe that the same is or has been involved in criminal activity or contains evidence of the same and the impoundment of the vehicle is necessary in furtherance of the investigation or a vehicle which is blocking or otherwise obstructing traffic and the owner or person in control thereof cannot be identified and/or located within a reasonable period of time and the vehicle poses a hazard to the public health, safety and welfare. (Vehicles blocking private drives and/or parked in front lawns during football games are excluded and shall be handled by rotation wreckers)

I. Wrecker. In addition to the conventional and accepted meaning, such term includes a vehicle meeting the minimum criteria and standards as more particularly set forth herein and in Ordinance No. 5888 codified in the City Code as Article IV of Chapter 21, “Procedure for Wrecker Service Participation on City’s Rotation Wrecker Log,” or any amendments thereto.

J. Wrecker and/or Towing Services: The lifting, righting, wrenching or removal of a vehicle as herein defined from a street, road right of way or other place in the City or its police jurisdiction by a wrecker and the towing thereof to the City’s impound lot pursuant to a dispatch.

ARTICLE II. WRECKER SERVICES:

A. Generally. The Contractor does hereby agree to provide wrecker and/or towing services to vehicles as herein defined for and on behalf of the City within the corporate limits of the City and its police jurisdiction and the City hereby agrees to utilize the wrecker services of Contractor for that purpose, all in accordance with the terms and conditions as set forth herein.

The Contractor shall at all times during the terms of this contract or any extensions or renewals thereof, be an active participant and in good standing in the City’s Wrecker Rotation Log Program and shall comply with all terms and conditions of Ordinance No. 5888, as amended and codified or as amended and codified in Article IV, Chapter 21 of the Code of Tuscaloosa. To the extent any term and/or condition contained in such ordinance as amended may directly conflict with a term and/or condition contained in this agreement, then the latter shall supersede the former to the extent of the conflict.

In the event that the Contractor should violate any term or condition of Article IV of Chapter 21 of the Code of Tuscaloosa pertaining to procedures for participation on the City's Rotation Log by wrecker services or any amendment thereto to such an extent that the Contractor is suspended from participation on the Rotation Log, then the same will be considered a material breach of the terms and conditions of this agreement by the Contractor entitling the City of Tuscaloosa to terminate the agreement at its option and seek compensatory damages, as well as default or forfeiture of performance bonds.

Wrecker services, pursuant to this agreement, are limited to vehicles as defined herein and do not include or relate to the price, route or provision of consensual towing services to a non party. Consensual wrecker services are defined as those situations where the vehicle owner expressly requests towing services by a specific wrecker company and enters into a private contract therefore.

B. Wreckers and Equipment Requirements: The Contractor shall, at a minimum, own, operate and maintain the following wreckers and related equipment in the performance of this contract:

(1) Number, Capacity and Wrecker Standards.

The Contractor shall maintain a minimum of three (3) operational wreckers ready for immediate response to a dispatch, all of which shall be well maintained and in good condition at all times and not more than twenty (20) years of age. All such wreckers shall be based at operator's facility within the corporate limits of the police jurisdiction of the City.

In addition to all conventional attributes, a wrecker shall be of the following type, kind, number and capacity:

- (a) One wrecker, mounted on a one-ton chassis or better, with a twin line hydraulic lift and a set of dollies.
- (b) One twin-line wrecker, mounted on a chassis with tandem dual rear wheels with air brakes, which has a boom with a minimum twenty-five-ton lifting capacity with hydraulic under reach.
- (c) One "roll-back" wrecker on a one-ton chassis or better with dual rear wheels.

(2) Equipment Requirements: Each wrecker shall have on it at all times, the following equipment:

- (a) Two (2) or more safety chains.
- (b) Two (2) or more fully charged chemical, B.C. rating, rated fire extinguishers having a minimum of ten (10) pounds capacity each.
- (c) One (1) pry-bar or wrecker bar capable of prying open doors.
- (d) One (1) push type broom.
- (e) One (1) ax.
- (f) One (1) flat shovel.
- (g) Wheel lift is required except for wreckers with twenty (20) ton lifting capacity or more.
- (h) A minimum of one (1) snatch block for a roll-back wrecker.
- (i) A minimum of two (2) snatch blocks for a wrecker boom with eight (8) ton capacity.
- (j) A minimum of four (4) snatch blocks for a wrecker boom with twenty-five (25) ton capacity.
- (k) Warning devices, applicable to trucks as required by Ala. Code §32-5-220 and 32-5-221 (1975), and used for the same and required by law.

- (1) At least one light bar with rotating beacon or strobe light on each end visible with three hundred sixty degrees.
- (3) In addition, each wrecker shall have an emergency flasher system capable of emitting two (2) amber lights to the front and two (2) red lights at the rear of the vehicle and which will flash simultaneously. All lighting systems must be visible for a minimum distance of five hundred feet.
- (4) Two-way Communication Equipment: Other than a citizens band _____ radio, between the wrecker and the wrecker's dispatcher and a cellular phone in each wrecker.
- (5) A minimum of 40 pounds of "Oil Dry".
- (6) An audible warning device to indicate when wrecker and engaged a reverse gear or is in the process of backing operations.

D. Response:

- (1) The Contractor shall immediately respond to a dispatch for wrecker services and arrive with a suitable wrecker and equipment on the scene within twenty-five (25) minutes from the time of dispatch, under normal driving conditions.

The Contractor shall upon execution of this agreement provide to the City's representative the name, telephone number, address and other information for a backup wrecker service that has agreed to provide such service for Contractor subject to all terms of this agreement. In the event that none of the Contractor's wreckers are available, it shall be the responsibility of the Contractor to promptly notify the department of such fact. The backup wrecker service must be an active and current participant, in good standing on the City's rotation wrecker log, subject to all terms and conditions herein contained and the same shall not be considered an assignment of this agreement nor relieve the Contractor of its obligations herein. The department will dispatch the backup wrecker. Use of backup wrecker shall not relieve Contractor from full compliance and responsibility with this agreement for performance, including that of the backup wrecker. Provided; however, if the Contractor should provide wrecker services to the City through another firm on more than three (3) consecutive occasions or the majority of responses to dispatches within one month are through another wrecker firm, then the same will be construed as an illegal assignment by the Contractor and a breach of this agreement.

In the event the Contractor fails to arrive upon the scene of a dispatch within the time stated and/or with the appropriate equipment, the City may utilize any other wrecker service at its option and deduct the cost thereof from Contractor's next payment.

- (2) The Contractor shall maintain its wrecker operations and be fully capable of responding to a dispatch twenty-four (24) hours a day, seven (7) days a week, including all holidays.

E. The Contractor shall obtain all State and Municipal licenses and comply with all Municipal, State and/or Federal rules, regulations and guidelines in regard to its operations and wrecker services.

F. Drivers:

All wrecker drivers of the Contractor shall be subject to the following terms and conditions:

- (1) No driver shall solicit business at the scene of a dispatch.
- (2) All drivers shall at all times conduct themselves and the provision of wrecker services in a reasonable and safe manner with particular attention being paid to the direction and instruction of police officers on the scene and the public health, safety and welfare.
- (3) Each wrecker driver shall obey all State and Municipal traffic laws and regulations when responding to a dispatch for wrecker services.
- (4) No driver of a wrecker shall respond to a dispatch when he or she is under the influence of alcoholic beverages, controlled substances or is otherwise impaired.
- (5) No wrecker driver shall operate a wrecker in response to a dispatch who has been convicted of any crime within the last five (5) years which was related to their capability to provide wrecker services to the public in a safe and responsible manner.
- (6) All wrecker drivers shall be proficient and competent in the operation of such wrecker.
- (7) All drivers of wreckers shall possess a valid Alabama Driver's License and a Commercial Driver's License, as required by law, issued by the State of Alabama Department of Public Safety.
- (8) All wrecker drivers shall wear reflective vests, coats or shirts while on the scene of any dispatch.
- (9) All wrecker drivers shall attend hazardous material training sessions as required by the Department's representatives.
- (10) All drivers shall remove glass and debris at the scene of a dispatch and apply Oil Dry if necessary.
- (11) All wrecker drivers shall have a detailed knowledge of and be familiar with all major streets and thoroughfares in the City of Tuscaloosa and its Police Jurisdiction by name and number.
- (12) All wrecker drivers shall have the physical qualifications necessary to perform the normal tasks and essential functions associated with that of providing wrecker and/or tow services.
- (13) A wrecker driver shall provide his or her name, address and telephone number to any police officer or representative of the City when requested to do so.

G. The Contractor shall maintain a principal and primary physical and business location within the corporate limits of the City of Tuscaloosa or its police jurisdiction.

H. Unless otherwise instructed, Contractor shall deliver to and securely store all vehicles in the City's impound lot. Contractor's access to and use of the impound lot shall be in accordance with regulations promulgated by the City's representative. Contractor will be provided one key to the lot and shall make additional keys as required. The Contractor shall be responsible for maintaining a roster of all

keys and the employees of Contractor to whom they were assigned. All keys must be accounted for at all times. All keys including copies shall be returned to the City representative upon expiration or termination of this agreement.

ARTICLE III. PAYMENT

A. The City will pay the Contractor monthly for each wrecker service per vehicle rendered pursuant to this agreement within fifteen (15) days of receipt of a written invoice from the Contractor documenting and detailing the time, date, location and wrecker services provided for each vehicle as herein defined. The amount of payment from the City for each such wrecker service per vehicle shall be in accordance with the following fee schedule:

- 1. **Wrecker Service – 2-Axle Vehicle Under 10,000 pounds \$ _____**
- 2. **Normal Wrecker Service – 2-Axle Vehicle In Excess of 10,000 Pounds But Less Than 26,000 Pounds \$ _____**
- 3. **Normal Wrecker Service – Vehicle With More Than 2 Axles \$ _____**
- 4. **Righting of 2-Axle Vehicle Under 10,000 pounds \$ _____ per hour**
- 5. **Righting Of Vehicle In Excess Of 10,000 Pounds Or With More Than 2 Axles But Less Than 26,000 Pounds \$ _____ per hour**
- 6. **Righting of Vehicle In Excess of 26,000 pounds \$ _____ per hour**
- 7. **Winching of 2-Axle Vehicle Under 10,000 pounds \$ _____ per hour**
- 8. **Winching of Vehicle In Excess Of 10,000 Pounds But Less Than 26,000 Pounds \$ _____ per hour**
- 9. **Winching of Vehicle In Excess Of 26,000 Pounds \$ _____ per hour**
- 10. **Righting or Lifting of Vehicle by Airbag (per pound lifted) \$ _____ per pound**
- 11. **Cleanup Services (beyond normal cleanup) \$ _____**
- 12. **Cancel Wrecker Service Call \$ _____**

B. Exceptional Recovery Costs. Exceptional wrecker service charges involving the extraordinary use of extra equipment and/or manpower in the preparation for and of providing wrecker services in regard to extraordinary or unusual towing situations such as fire trucks, fire ladders, rescue units or garbage trucks are not covered by the terms and conditions of this agreement, as determined by the City's representative, and the City may elect to utilize any other wrecker service firm in such situations.

C. The compensation herein provided for wrecker services to the City pursuant to this agreement,

includes but is not limited to the cleaning of debris from roadway, oil dry applications, towing to City impound lot, the dropping of drive shafts and/or pulling of axles, inflation of tires and/or the use of jumper cables to boost start a vehicle when needed to facilitate removal of the vehicle, unlocking of the vehicle and/or dealing with vehicles for which there are no keys. The making of reports, the furnishing of materials, personnel and facilities and all other cost or expense to Contractor in order to fulfill all the terms and conditions of this agreement.

D. In the event the Contractor receives payment for wrecker services rendered for any vehicle pursuant to the terms and conditions of this agreement from any third party source, then the Contractor shall remit the total amount of any such payment to the City. Contractor shall diligently make records of all such payments received and shall reflect the same on each monthly invoice to the City noting from whom payment was received, the time, date and place and the vehicle to which it relates.

E. The City reserves the right to question and request additional information and/or explanation in regard to any item of service reflected on Contractor’s monthly bill. In such an event, the City may elect to withhold payment for that particular service until a reasonable explanation therefore is received from the Contractor.

F. The provision of private wrecker services not within the terms of this agreement are not subject to compensation or payment by the City.

G. The Contractor shall maintain detailed records of all wrecker services rendered showing the time, date, place, location and services rendered pursuant to the terms and conditions of this contract. At the request of the City, the Contractor agrees to make available all the records, documents, invoices, receipts and/or other writings relating to or in any manner associated with the provision of wrecker services pursuant to this agreement to representatives of the City during normal business hours.

ARTICLE IV. LIABILITY INDEMNITY

A. Liability: In rendering wrecker services pursuant to the terms and conditions of this agreement, the Contractor shall exercise diligence and reasonable care to prevent injury or damage to the vehicle or any part or parts thereof. The Contractor shall be liable for the loss, injury or damage to any vehicle resulting from the negligence of its officers, agents, servants or employees or for fire, theft or other casualty occurring while the vehicle is in the Contractor’s custody and/or control. The Contractor shall promptly report to the City’s representative, within 24 hours of obtaining knowledge thereof, the fact of any injury, damage or loss to any vehicle while in its possession or under its control pursuant to the terms and conditions of this agreement stating the nature, extent and circumstances of such injury, damage or loss.

B. Indemnity:

(1) Neither the City, its officers, agents or employees shall be liable for any act or omission of the Contractor or its officers, agents, servants or employees or independent contractors, either to the Contractor or any other person notwithstanding anything in this agreement to the contrary.

(2) The Contractor covenants that it and all of its officers, agents, servants and employees and independent contractors will use due care and diligence in all of their activities and operations pursuant to the terms and conditions of this agreement and hereby agrees to compensate the City for all damages to the property of the City which shall be caused by any act or omission on the part of the Contractor, its agents, servants, employees or independent contractors, except to the extent that any of the foregoing damages recovered by the proceeds received by the City from insurance provided by the Contractor under any provision hereof.

Property Damage	\$150,000 per occurrence or
Combined Single Limit	\$500,000
Uninsured motorist coverage	\$20,000 per person/\$40,000 per occurrence
On hook	\$25,000 per occurrence

(2) Garage Keepers Legal Liability Insurance must include fire, explosion, theft, riot and civil commotion, vandalism, collision, with a deductible no greater than \$5,000.00.

Property Damage \$100,000 per occurrence

B. All such insurance coverage shall be provided by a policy or policies issued by a company or companies qualified by law to engage in insurance business in the State of Alabama, which said policy or policies shall be approved by the City Attorney and filed with the City’s representative. The Contractor may file a certificate of insurance or binders of insurance with the City Attorney evidencing such insurance coverage. Such insurance policy shall name the City as additional insured and shall contain an endorsement providing that the City will be given not less than thirty (30) days written notice prior to cancellation or change of coverage provided by said policies. In the event the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this agreement, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with a binder(s) of insurance evidencing the re-establishment of the insurance coverage required hereby.

C. To the extent said insurance provides protection against liability for damages to third parties for personal injury, bodily injury, death and/or property damage, the City, its officers, agents, servants and employees shall be included as a named insured; provided; however, such liability insurance coverage shall also extend to damage, destruction, injury to City owned or leased property and City personnel caused by or resulting from works, acts, operations or omissions of the Contractor, its officers, agents, employees or independent contractors.

ARTICLE VI. PERFORMANCE; TERM; TERMINATION AND LIQUIDATED DAMAGES

A. The term of this contract shall be for a period of three (3) years from the date of execution hereof and shall automatically renew each year for up to two (2) years for a total maximum contract term of five (5) years from the date of execution hereof, unless sooner terminated pursuant to the provisions herein;

Provided; however, the City may elect not to renew the contract by giving the other thirty (30) days written notice prior to the anniversary date, in which event the contract shall terminate on the anniversary date.

B. Termination. In the event either party fails to substantially perform in accordance with the terms and conditions of this contract, the other party may give the defaulting or breaching party ten (10) days written notice of intent to terminate the agreement. If the defaulting or breaching party fails to correct or remedy such default or breach within ten (10) days from the date of notice from the non breaching party, then this agreement shall be terminated.

This contract may also be immediately terminated by the City upon written notice to the Contractor if the City determines by resolution of its City Council that the Contractor’s performance or failure to perform pursuant to the terms and conditions of this agreement jeopardizes the public health, safety and welfare.

C. Liquidated Damages. In the event the Contractor fails to provide wrecker services pursuant to the terms and conditions of this contract in regard to any dispatch, then it is understood and agreed that there may be deducted by the City from the monthly payments to the Contractor, or otherwise charged to this Contractor, a sum computed at the rate of \$200.00 per dispatch or per each occurrence in which the Contractor failed to perform wrecker services in accordance with the contract. It is understood and agreed that the above deduction is not a penalty, but money due to reimburse the City for inconvenience and damage to the general public, due to the Contractor's failure to perform. The collection of liquidated damages by the City shall not constitute an election or a waiver by the City of recovery of additional or other damages or compensation from the Contractor and the City expressly reserves the right to recover actual damages for other harms resulting from the Contractor's failure to perform.

The amount of such liquidated damages and actual damages incurred by reason of the failure of the Contractor to perform in accordance with the contract documents are hereby agreed upon as reasonable estimates of the cost which may be incurred by the City for each such event. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor. The City shall have the right to deduct such damages from any amount due or that may become due the Contractor or the amount of such damages shall be due and collectible from the Contractor or surety.

D. Performance Bond. The Contractor shall supply to the City on the date of execution of the agreement a performance bond for the entire term of the contract or any renewals or extensions thereof in the amount of \$10,000.00 payable to the City of Tuscaloosa should the Contractor fail to perform pursuant to and in accordance with the terms and conditions of this agreement. Such bond shall be with good and sufficient surety from a company duly authorized and qualified to make such bonds in the State of Alabama, with an obligation that such Contractor shall promptly perform in accordance with all terms and conditions of the contract. The bond shall be counter signed by a licensed agent residing and engaged in doing business in the State of Alabama. The Attorney in Fact who executes the performance bond on behalf of the surety must attach a notarized copy of his or her power of attorney as evidence of his or her authority to bind the surety as of the date of execution of the bonds.

ARTICLE VII. REPRESENTATIVES/ NOTICES

A. **City Representative:** The City's representative on this contract is hereby designated as _____, or his designated representative and whose address is _____.

B. **Contractor Representative:** The Contractor's representative on this contract is hereby designated as _____ and whose address is _____.

C. Notice and Service Thereof:

1. All notices, demands, requests, instructions, approvals and claims shall be in writing.
2. Any notice to or demand upon the Contractor shall be in writing and shall be sufficiently given if addressed to the Contractor at the address stated and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to the Contractor at such address. It shall also be sufficient if such notice or demand be served upon the Contractor personally or delivered at his local office. The Contractor shall, from time to time, designate to the City in writing any change of address to which such notice or demand shall be sent.

3. Any notice to or demand upon the City shall be in writing and shall be sufficiently given if delivered to the office of the City's representative or if addressed to the City and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to such representative of the City as the City may subsequently specify in writing to the Contractor for such purpose.

D. No Waiver of Rights: Neither the inspection by the City or any of their officers, employees, agents, or subconsultants, nor any order or instruction by the City or any of its employees, nor any extension of time, nor any possession taken by the City or its employees, or non enforcement of any provision of this agreement by either party shall operate as a waiver of any provision of this Contract, or any power herein reserved to the City, or any right to damages, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

E. Subletting or Assigning of Contract:

Limitations: Except as otherwise provided herein, the Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or its power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Provided; however, in no event shall any portion of this contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

ARTICLE VIII. MISCELLANEOUS

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.**
- B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.**
- C. That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.**
- D. That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.**

- E. That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.**
- F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.**
- G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the date first above written.

CITY OF TUSCALOOSA, A MUNICIPAL CORPORATION

BY: _____
WALT MADDOX, MAYOR

ATTEST:

City Clerk.

CONTRACTOR:

BY: _____

ATTEST:

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walt Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 20____

Notary Public.

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that _____, who is named as _____, is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 20____.

Notary Public.

My Commission Expires: _____