

CONTRACT DOCUMENTS

BID FORM AND SPECIFICATIONS
James P. Nix Center
NIX CENTER ROOF REPLACEMENT

BID NO. 028-11

FAIRHOPE CITY COUNCIL

Timothy M. Kant, Mayor
Lonnie Mixon, Council President

Set Number _____ Bid Opening Date 07-19-2011

**CITY OF FAIRHOPE
BID INVITATION**

June 29, 2011

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00 P.M. July 19, 2011, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and Gas Department and described as follows:

Bid Number 028-11, NIX CENTER ROOF REPLACEMENT

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail or faxed to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank forms provided in the Bid Documents. **BID BOND IS WAIVED**

There will be a MANDATORY PRE-BID MEETING at 2:00 PM, Wednesday, July 6, 2011, at the City offices at 555 South Section Street, Fairhope, Al 36532.

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "**Sealed Bid**" with **Item Name, Bid Number, City of Fairhope's Name and Address and Bidder's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See specifications for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to initiating work.

Daniel P. Ames,
Purchasing Manager
Posted: 06-29-2011

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ITEM I

INVITATION AND INSTRUCTIONS TO BIDDERS

1.00 BID INVITATION

Notice is hereby given that the City of Fairhope ("Owner") will receive bids on the project described herein. Qualified bidders are invited to bid on this contract.

1.01 PROJECT NAME: NIX CENTER ROOF REPLACEMENT

PROJECT LOCATION: James P. Nix Center , 1 Bayou Drive, , Fairhope, AL
BID NO 028-11

1.02 SUMMARY:

Demolition of existing roof and replacement as detailed in the attached Scope of Work.

1.03 BID DEADLINE

Bids will be received until 10:00 a.m. local time, Wednesday, 07-19-2011, at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained at the City of Fairhope Offices, 555 South Section St., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

1.05 INQUIRIES

Direct questions to Dan Ames Purchasing Manager, telephone number (251) 251-928-8003, or dan.ames@cofairhope.com (preferred).

1.06 SITE EXAMINATION

Pre-bid conference to be held on site at James P. Nix Center at 2:00PM on Wednesday, 07-13-2011.

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the Contract Documents.

Contractor must be properly licensed to perform the work as outlined in the Scope of Work.

Bidder must have a current business license or purchase a business license

with the City of Fairhope prior to initiating work. Where required by State Law, State Contractor's license is required.

Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident contractors on the same basis as the nonresident bidder's state awards contract to Alabama contractors bidding under similar circumstances. Therefore, non-resident bidders shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-resident bidder's state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.07 BID SECURITY

No Bid Security is required on this bid.

1.08 PERFORMANCE ASSURANCE AND INSURANCE

The bidder to whom award is made shall provide a Performance Bond equal to 100% of the Contract Amount and a Labor and Material Bond equal to 50% of the contract amount. The accepted Bidder shall also provide insurance as required in section 1.20.

1.09 DURATION OF OFFER

Bids maybe withdrawn in written or telegraphic request received from bidder prior to the time fixed for opening.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City Council of the City of Fairhope.

1.10 EQUAL OPPORTUNITY

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

1.11 BID SUBMISSION AND PREPARATION

Sealed Bids, signed, executed, and dated, will be received by The City of Fairhope as noted in section 1.03 above.

Submit one copy of the executed offer on the Bid Form provided, signed, and with the required Bid Security. The bid shall be enclosed in a sealed opaque envelope approximately 9x12 inches or larger, clearly identified on the outside as a **SEALED BID** with **PROJECT NAME, PROJECT NUMBER, OWNER'S NAME AND ADDRESS, BIDDER'S NAME AND ADDRESS, BIDDER'S CONTRACTOR'S LICENSE NUMBER.**

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions

printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in.

Fill in all blanks on the bid form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the bidder.

The Bid Form may have a Contingency Allowance listed. Add this amount to the Base Bid to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the Contractor without the written authorization of the City of Fairhope. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the City of Fairhope

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Each project will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same.

Alternate bids will not be considered unless requested.

- 1.12 **BID INELIGIBILITY**
Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the City. The City may waive any irregularities and may reject any or all bids.
Bids received after the deadline will be returned to the bidder unopened.
- 1.13 **CONTRACT TIME**
The Contractor agrees to perform the work within the time stated in the Bid Form. The bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.
- 1.14 **CONSTRUCTION DOCUMENT IDENTIFICATION**
The Construction Documents are the Project Manual, Drawings, Addenda, and all other related documents bearing the Project Title and Number.

Bidders shall use complete sets of Construction Documents in preparing their Bids. The City of Fairhope will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.
- 1.15 **INQUIRIES/ADDENDA**
Direct questions to the Purchasing Manager.

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX to all plan holders on records. It is the responsibility of the bidder to verify that all addenda have been received.
- 1.16 **BID ACCEPTANCE**
Bid with lowest Total Bid amount from a responsive and responsible bidder may be accepted if within the Contract Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the City shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.
- 1.17 **BIDDERS INTERESTED IN MORE THAN ONE BID**
If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work. The City reserves the right to determine in its discretion whether the provisions of this clause have been violated by any bidder.
- 1.18 **ERRORS IN BIDS**
Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk. In case of error, in the extension of prices, the unit price will govern.

- Coverage to include
 - o Premises and operations
 - o Personal Injury and Advertising Injury
 - o Products/Completed Operations
 - o Independent Contractors
 - o Blanket Contractual Liability
 - o Explosion, Collapse and Underground hazards
 - o Broad Form Property Damage
 - o Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

8. Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence needed to fully and adequately protect the Contractor.

9. Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide thirty (10) days written notice of cancellation to the City.

1.21 COLLUSION

If there is any reason for believing that collusion exists among the Bidders any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City.

1.22 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: 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 his 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. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be

responsible to the City for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.23

PROSECUTION OF WORK

The Contractor shall commence work within 10 days of issuance of the Notice to Proceed (NTP) by the Project Manager or as otherwise directed in writing.

The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the Project Manager may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

ITEM III

PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert here the name & address of legal title of the Contractor)
_____ hereinafter called the Principal, and

(Insert here the name and address of legal title of one or more sureties)
_____ and
_____ and

_____ hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope. hereinafter called the Owner in the sum of _____ Dollars (\$_____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a contract with the Owner for: **Bid No. 028-11, NIX CENTER ROOF REPLACEMENT** which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

(Company Name of Contractor)

ATTEST: _____

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors): _____

BY: _____
(Surety Sign Here)

(Witness)

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal, and
_____ as Surety, are held
and firmly bound unto said City of Fairhope hereinafter called the Obligee, in the penal sum
of _____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum and truly to be made, we
bind ourselves, our heirs, personal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated
_____ 20 _____. (Hereinafter called the Contract) for
_____ which Contract and the Specifications for said work shall be deemed a part hereof as fully
as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said
Principal and all subcontractors to whom any portion of the work in said contract is sublet
and all assignees of said Principal and of such subcontractors shall promptly make
payments to all persons supplying him or them with labor, materials, or supplies for or in
the prosecution of the work provided for in such Contract, or any amendment or extension
of or addition to said Contract, and for the payment of reasonable attorney's fees incurred
by the successful claimant or plaintiffs in suits or claims against the contractor arising out of
or in connection with the said contract, then the above obligation shall be void; otherwise to
remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and
limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint the Mayor of the City of Fairhope or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

Signed and Sealed this _____ day of _____, 20____.

(Individual principals sign here)

(Company Name of Contractor)

ATTEST: _____

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors): _____

BY: _____
(Surety Sign Here)

(Witness)

ITEM IV

CERTIFICATE OF CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE

FORM FOR CERTIFICATE OF CONTRACTORS AND SUBCONTRACTORS INSURANCE
TO THE CITY OF FAIRHOPE, ALABAMA

Date _____

This is to certify that the policies designated below have been issued by the _____ and are in force on the date borne by this certificate.

1. Location and designation of project:

2. Name and address of insured for whom this certificate is issued:

3. Type of insurance:

Limits of Liability

(a) Workmen's Compensation:

(policy number)	(exp. date)	(coverage) (one person)	(aggregate) (one accident)
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(b) Contractor's Public Liability:

1. Bodily Injury:

(each person)	(each occurrence)	(total coverage)
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2. Property Damage:

(each accident)	(aggregate)
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(c) Automobile (Motor Vehicle):

1. Bodily Injury:

(Each Person)	(Each Occurrence)	(Total Coverage)
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2. Property Damage:

(Each Accident)	(Aggregate)
-----------------	-------------

(d) Owner's Protective Liability:

(Each Occurrence) (Bodily Injury)	(Each Occurrence) (Property Damage)
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Such insurance as is afforded by the above policies covers the operations undertaken by

the insured with respect to the construction of the project above designated. The insurance afforded by the above-designated policies, specimen copies of which have been filed with the City , and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said City, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said City to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said City to which the policy applies.
3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said City which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the City at the same time that notice thereof is given to the insured.
4. That it will mail to the City Council of the City of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the City.

Insurer

BY: _____
Authorized Representative

ITEM V

CONTRACT

This **CONTRACT** is made this _____ day of _____, by and between the City of Fairhope (hereinafter "**OWNER**") and _____ (hereinafter "**CONTRACTOR**"), on the **BID NO 028-11, NIX CENTER ROOF REPLACEMENT**

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The contract consists of all of the items contained within this bid package.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within ten (10) days of the date specified in a *Notice to Proceed* (NTP) to be issued to the Contractor by the Owner, or its authorized representative. The work shall be completed, subject to authorized adjustments, within Thirty (30) working days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of \$200 per working day.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____ (\$ _____) as per "**Scope of Work**" attached. This represents a **LUMP SUM** payment for performance of the **WORK**, which payment shall be issued after the contract is fully performed and the **OWNER** has inspected the **WORK**. Upon completion of the work, the **OWNER** will cause notice of final completion of the **CONTRACT** to be published one (1) time in a newspaper of general circulation, published in **BALDWIN COUNTY** and shall post notice of final completion on its bulletin board for one (1) week, and the **CONTRACTOR** shall certify under oath that all bills have been paid in full. The parties may complete final settlement any time after the notice

has been posted for an entire week.

5. The **CONTRACTOR** shall not commence work under this **CONTRACT** until it has purchased **INSURANCE** for protection from any and all claims that may arise out of or result from the **CONTRACTOR'S** operations under the **CONTRACT**. The **CONTRACTOR** shall maintain the required insurance in the minimum amounts as described in Item IV.

6. To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the **OWNER**, and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the **WORK**.

7. The **CONTRACTOR** has thoroughly and completely inspected the premises, and hereby agrees to perform the **WORK** for the **CONTRACT SUM**.

8. The **CONTRACTOR** warrants to the **OWNER** that all materials furnished under this **CONTRACT** will be new, and that all work will be of a good quality, free from faults and defects and in conformance with the **CONTRACT DOCUMENTS**. All **WORK** not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the **OWNER**, the **CONTRACTOR** shall furnish satisfactory evidence as to the kind and quality of materials.

9. The **CONTRACTOR** shall promptly correct all **WORK rejected** by the **OWNER** as defective or failing to conform to the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall bear all costs of correcting such rejected **WORK**, regardless of whether the **WORK** is fabricated, installed or completed.

10. The **CONTRACTOR** shall remove from the site all portions of the **WORK** which are defective or non-conforming and which have not been corrected, unless removal is waived by the **OWNER**.

11. If the **CONTRACTOR** fails to correct defective or nonconforming **WORK** within a reasonable time fixed by written notice from the **OWNER**, the **OWNER** may correct and the **CONTRACTOR** shall bear the cost of making good all work of the **OWNER** or separate contractors.

12. If the **OWNER** prefers to accept the defective or nonconforming **WORK**,

the **OWNER** may do so instead of requiring its removal and correction, in which case a reduction in the **CONTRACT SUM** shall be effected whether or not final payment has been made. The reduction shall be equitable and appropriate.

13. If the **CONTRACTOR** fails to correct defective **WORK** as set forth above or persistently fails to carry out the **WORK** in accordance with the **CONTRACT DOCUMENTS**, or fails to supply enough properly trained workers or proper materials or disregards laws, ordinances, rules or regulations, the **OWNER**, by a written order signed by its authorized agent, may order the **CONTRACTOR** to stop the **WORK**. If the **CONTRACTOR** fails within the seven (7) days after receipt of written notice to commence corrective action, the **OWNER** may, after seven (7) days follow the receipt of an additional written notice, and without prejudice to any other remedy of the **OWNER**, terminate employment of the **CONTRACTOR** and take possession of the site and of all materials thereon, and may finish the work by whatever methods the **OWNER** finds expedient.

14. If, within one (1) year after acceptance of the **WORK** by the **OWNER**, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the **CONTRACT DOCUMENT**, any of the **WORK** is found to be defective or not in conformity with the **CONTRACT DOCUMENTS**, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **OWNER** to do so unless the **OWNER** has previously given the **CONTRACTOR** a written acceptance of such condition. This obligation shall survive both final payment for the **WORK** and termination of the **CONTRACT**. The **OWNER** shall give such notice promptly after discovery of the condition.

15. If the **CONTRACTOR** is delayed at any time in the progress of the **WORK** by any act or neglect of the **OWNER**, any of its employees, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the **CONTRACTOR'S** control, the **CONTRACT** time shall be extended to such reasonable time as the **OWNER** may determine.

16. The **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **WORK**. The

CONTRACTOR shall perform the **WORK** in a manner that allows the **OWNER** to the maximum extent possible to continue its daily operations on the premises.

17. The **CONTRACTOR** shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the **CONTRACTOR'S** operations. At the completion of the **WORK**, the **CONTRACTOR** shall remove all the **CONTRACTOR'S** waste materials and rubbish from and about the **PROJECT** as well as all the **CONTRACTOR'S** tools, construction equipment, machinery and surplus materials. If the **CONTRACTOR** fails to clean up at the completion of the **WORK**, the **OWNER** may do so and the cost thereof shall be charged to the **CONTRACTOR**.

18. **WRITTEN NOTICE** shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving the notice.

19. The duties and obligations imposed by the **CONTRACT DOCUMENTS** and the **RIGHTS AND REMEDIES** available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

20. Should either party to the **CONTRACT** suffer injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees or agents, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

21. The **OWNER** and **CONTRACTOR**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assign and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the **CONTRACT DOCUMENTS**. Neither party to the **CONTRACT** shall assign the **CONTRACT** or sublet it as a whole without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:(to Mayor)

BY: **TIMOTHY M. KANT**
ITS: Mayor

BY: **Lisa A. Hanks**
ITS: City Clerk

ATTEST:(to Contractor)

(Name of Contractor)

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

**CONTRACTOR'S STATE OF ALABAMA FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors):** _____

NOTARY FOR THE CONTRACTOR

**STATE OF _____ }
COUNTY OF _____ }**

I, the undersigned authority in and for said State and County, hereby certify that _____, as _____ respectively, of _____, whose name is signed to the foregoing document and who are known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Notary for the City of Fairhope

**STATE OF ALABAMA }
COUNTY OF BALDWIN }**

I, the undersigned authority in and for said State and County, hereby certify that TIMOTHY M. KANT as Mayor of the City of Fairhope and LISA A. HANKS as City Clerk whose names are

signed to the foregoing document and who are known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ITEM VI

SCOPE OF WORK AND SPECIFICATIONS

NIX CENTER ROOF REPLACEMENT

**James P. Nix Center
1 Bayou Drive, , Fairhope, Al
City of Fairhope
BID NO. 028-11**

The Contractor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:

GENERAL DESCRIPTION OF PROJECT

The James P. Nix Center, a City owned and operated 21,365 square foot facility is located at 1 Bayou Drive, Fairhope, Alabama and is in need of a complete roof replacement. The existing asphalt shingle roof, installed some 14 years ago, is aging and has developed chronic leaks in several areas and the decision to replace it has been professionally determined.

The successful Contractor should pay close attention to flashing & sealing around dormers, parapets and other roof penetrations when installing the new roof.

The construction method originally used on this facility is a 5/8" plywood base, covered with 30# asphalt roofing felt and capped with "Hardishake"(or equivalent) asphalt shingles.

GENERAL CONTRACTOR RESPONSIBILITIES

The successful Contractor will be responsible for furnishing all materials, labor and equipment required for completing the replacement of this roof. He shall also be responsible for acquiring all necessary City of Fairhope permits & fees for the project, as well as possess a City of Fairhope Business License. All bids will include not only the aforementioned costs, but also include any dump or environmental fees associated with the disposal of the waste material from the removal of the existing roof.

This facility is primarily used as a Senior Activity Center, thus the Contractor shall provide a substantial level of public safety during the roof replacement process. All of the Contractors activities are to be scheduled and coordinated through both Sherry Sullivan, Nix Center Director and Ken Eslava, Project Manager for the City.

The Contractor shall also scan the work zone with a magnet every day, at the close of business, to assure the area is free of nails, tacks and other foreign debris.

The Contractor shall also be held responsible for keeping his work zone free of trash, litter and all other waste materials generated by the nature of the project.

SPECIFICATIONS

The successful Contractor shall perform the following services as part of this contract execution:

- Remove the existing asphalt roofing felt and asphalt shingles.....down to the bare 5/8" plywood deck. Haul away & dispose of all waste materials.
- Survey the existing 5/8" plywood deck for rot or other compromising conditions, and notify the owner immediately of his findings. Bidders will furnish a rate schedule with the bid document stating a labor & materials rate for replacement of plywood deck sections. This will be stated in a "per square foot" cost calculation.
- Any partially dislodged 5/8" plywood decking shall be reattached to the underlying steel deck using the proper deck screws.
- Thoroughly clean the plywood surface per the recommendation of the synthetic underlayment manufacturer...removing all foreign debris, nails, splinters, etc before the application of the new synthetic underlayment.
- Furnish and install a new synthetic underlayment, with adherence to the 5/8" plywood deck per the manufacturer's specifications. This underlayment product should carry a 25 year manufacturer's warranty. This underlayment will also be accompanied by an ICC-ES Report, stating the testing that has been performed on the product.
- As recommended by the shingle manufacturer, clean the synthetic surface of all foreign materials and debris.
- Furnish and install any starters that may be required.
- Furnish and install a new 30 year warranted, Type H asphalt shingle roof. Both the application method, and product, shall conform to the 2006 International Building Code (IBC) and shall be rated for 140 m.p.h. wind load. The nailing pattern shall be a 6 nail pattern as delineated by the IBC. The shingle color shall be charcoal, in order to match the existing roof color as closely as possible.
- Furnish and install all required ridge shingle material, to match the shingles themselves, with fastening specifications to comply with the 2006 International Building Code (IBC).
- For the purposes of this bid, we will assume that all metal flashings such as eave flashing, valley flashing, parapet flashing are all in good condition. Contractor shall inspect, properly reattach and seal all flashings as required prior to proceeding with synthetic underlayment and asphalt shingle installation. Contractor shall provide a rate schedule for the "per linear foot" replacement of these flashing materials.
- The following warranties are required from the successful bidder prior to the execution of a Notice to Proceed and Contract engagement:
 - 3 year written warranty, **minimum**, on workmanship from Contractor.
 - All manufacturers warranties, as specified above, for product applications.
 - Any and all additional warranties on products (if any) as issued by the Contractor himself.

The following terms also apply:

1. All work to be done in a neat and professional manner.
2. All applicable licenses or permit fees to be acquired and paid by CONTRACTOR.
3. CONTRACTOR to provide all necessary services and materials unless stated otherwise above.
4. CONTRACTOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
5. CONTRACTOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
6. The CONTRACTOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the CONTRACTOR resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the CONTRACTOR'S insurance.
7. Written change proposals shall be provided to the project manager by the CONTRACTOR for any modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved copy of the proposal prior to any change implementation.
8. All salvageable material remains property of the City of Fairhope, and to be delivered by CONTRACTOR to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al.