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__
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
TABLE OF CONTENTS

Invitation and Instruction To Bidders…………………………………………………….. I

Bid Form……………………………………………………………………………………...II

Bonds…………………………………………………………………………………………III

Insurance……………………………………………………………………………………..IV

Contract……………………………………………………………………………………..V

Scope of Work………………………………………………………………………………VI
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.
1.19 CONTRACT AND BOND
The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within fifteen (15) days after the required forms are presented to him for signature.

1.20 INSURANCE REQUIREMENTS
1. Awarded bidder, at its sole expense, shall obtain and maintain in full force the following insurance to protect the awarded bidder and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as “additionally insured” on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded bidder.

2. All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the City for prior approval.

3. NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE CITY.

4. Worker’s Compensation and Employers Liability
   Part One: Statutory Benefits as required by the State of Alabama
   Part Two: Employers Liability
   $100,000 Each Accident
   $100,000 Each Employee
   $500,000 Policy Limit

5. U.S. Longshoreman & Harbor workers Act (USL&H)
   Required if contract involves work near a navigable Waterway that may be subject to the USL&H law.

6. Maritime Endorsement (Jones Act)
   Endorsement required if contract involves the use of a Vessel. Or include coverage for “Master or Members or Crew” under “Protection and Indemnity” coverage (P&I), unless crew is covered under Workers Compensation.
   Bodily injury by accident $1,000,000 Each Accident
   Bodily injury by disease $1,000,000 Aggregate

7. Commercial General Liability
   Coverage on an Occurrence form with a combined single limit of (Bodily Injury and Property Damage combined as follows):
   Each Occurrence $1,000,000
   Personal and Advertising Injury $1,000,000
   Products/Completed Operation Aggregate $2,000,000
   General Aggregate $2,000,000
- 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 (30) 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 II
BID FORM

Date: __________________
James P. Nix Center

BID NO. 028-11 NIX CENTER ROOF REPLACEMENT

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The owner agrees to provide the following materials: NONE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$________________</td>
</tr>
<tr>
<td>Allowance</td>
<td>$____ none</td>
</tr>
<tr>
<td>Total Bid</td>
<td>$________________</td>
</tr>
</tbody>
</table>

Bid for plywood decking, if needed, $____________ per sq. ft.

Bid for metal flashing, if needed, $____________ per linear ft.

The contractor agrees to complete all the work within Thirty (30) working days from date given in the Notice to Proceed (NTP) unless other arrangements are approved by the Project Manager.

Company __________________________________________
State of Incorporation _________________________________
Company Representative _______________________________  Title______________
(Signature)
Company Representative _______________________________  (Print)
Company Address ____________________________________  Phone ____________
_____________________________________  Fax ______________
Federal ID Number __________________________________
Foreign Vendor Alabama Registration Number, if applicable   _________________
Alabama State Contractor’s License Number, if applicable   _________________

THIS MUST BE NOTARIZED!
STATE OF ___________________} ss:
COUNTY OF ___________________} ss:

I, the undersigned authority in and for said State and County, hereby certify that

______________________________
(Type name of bid signer here)                          (Type bid signers Title here)

respectively, of ___________________________________________________________

(Type company name here)

whose name is signed to the foregoing document and who is 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 _________, 2011.

_________________________________
NOTARY PUBLIC
MY COMMISSION EXPIRES: __________

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)

_____________________________________________________________________

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)

________________________________  ATTEST:_________________________________

(Company 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): ________________________________

BY: _______________________________
(Surety Sign Here)

__________________________________
(Witness)
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we ____________________________
______________________________________________________ as Principal, and
and firmly bound unto said City of Fairhope hereinafter called the Obligee, in the penal sum
$ ______________ )

WHEREAS, said principal has entered into a  certain  Contract with said Obligee, dated

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 preceding 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_____.

_____________________________  ATTEST:______________________________

(Individual principals sign here)  

_____________________________  (Company 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): __________________________

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) (aggregate)
   (one person) (one accident)

   (b) Contractor’s Public Liability:

   1. Bodily Injury:

   (each person) (each occurrence) (total coverage)

   2. Property Damage:

   (each accident) (aggregate)

   (c) Automobile (Motor Vehicle):

   1. Bodily Injury:

   (Each Person) (Each Occurrence) (Total Coverage)

   2. Property Damage:

   (Each Accident) (Aggregate)

   (d) Owner’s Protective Liability:

   (Each Occurrence) (Each Occurrence)
   (Bodily Injury) (Property Damage)

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

BY: TIMOTHY M. KANT
ITS: Mayor

BY: Lisa A. Hanks
ITS: City Clerk

ATTEST: (to Mayor)

_________________________________

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:_________
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.