

**CITY OF FAIRHOPE  
BID INVITATION**

February 15, 2010

**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. March 22, 2010, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:**

**Bid Number 002-10, FIRE DEPT. TRAINING CLASSROOM CONSTRUCTION**

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](mailto:dan.ames@cofairhope.com), fax number: 251-990-0125, 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. Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to the City of Fairhope, prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama. No Bid Security is required on bids less than \$10,000.00. There will be a **MANDATORY pre-bid meeting on March 8, 2010, at 10:00 AM, at 555 South Section St., Fairhope, Al.**

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 bid being awarded.

Daniel P. Ames,  
Purchasing Manager

**Posted 02-15-10**

**CONTRACT DOCUMENTS  
BID FORM AND SPECIFICATIONS  
for**

**BID NO. 002-10**

**PROJECT NO. PW-003-10**

**FIRE DEPT. TRAINING CLASSROOM CONSTRUCTION**

**for  
Public Works / Fire Department  
City of Fairhope**

Timothy M. Kant, Mayor  
Lonnie Mixon, City Council President

Set Number \_\_\_\_\_

DATE BID POSTED: 02-15-2010

DATE BID OPENED: 03-22-2010

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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 vendors are invited to submit bids on this contract.

1.01 PROJECT NAME: **FIRE DEPT. TRAINING CLASSROOM CONSTRUCTION**  
PROJECT NUMBER: **PW-003-10**  
PROJECT LOCATION: **Fire Station No. 2**

1.02 SUMMARY:

Construct new fire training classroom at Fire Station No. 2.

1.03 DEADLINE FOR SUBMITTING BIDS

Bids will be received until 2:00 PM, March 22, 2010, 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/ADDENDA

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail or faxed to the attention of the City of Fairhope Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: [dan.ames@cofairhope.com](mailto:dan.ames@cofairhope.com), fax number: 251-990-0125, Seventy Two (72) hours prior to the bid opening or will be forever waived.

All Addenda are part of the Contract Documents. Include resultant costs in the bid. Addenda will be issued by e-mail or fax to all holders on records. It is the responsibility of the vendor to verify that all addenda have been received. All addenda must be signed by vendor and included in sealed bid.

1.06 SITE EXAMINATION

NO PREBID MEETING.

1.07 CITY OF FAIRHOPE CONTRIBUTION

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

1.08 LICENSING

Contractor must be properly licensed to perform the work as outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to issuance of Notice To Proceed. Where required by State Law, State Contractor's license is required.

No bids will be considered unless the vendor, 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.

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

## 1.09 BID SECURITY

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond or a cashier's check payable to The City of Fairhope. No Bid Security is required on bids less than \$10,000.00. For a Public Works Contract under \$50,0000, no bid bond will be required.

## 1.10 PERFORMANCE ASSURANCE AND INSURANCE

The vendor 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 vendor shall also provide insurance as required in section 1.21.

## 1.11 DURATION OF OFFER

Bids may be withdrawn in written request received from vendor 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.

## 1.12 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, request for bids and projects.

**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, dated and notarized. 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 **BID NUMBER, PROJECT NAME, PROJECT NUMBER, OWNER'S NAME AND ADDRESS, CONTRACTOR'S NAME AND ADDRESS, CONTRACTOR'S LICENSE NUMBER.**

Forms furnished, or copies thereof, shall be used, or originals from the bonding and insurance agents, 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. Vendors 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 vendor.

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 vendor 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.

#### 1.14 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.

#### 1.15 CONTRACT TIME

The Contractor agrees to perform the work within the time stated in the Bid Form. The vendor, in submitting an offer, accepts the conditions of the contract period stated for performing the work.

#### 1.16 CONSTRUCTION DOCUMENT IDENTIFICATION

The Construction Documents are the Bid Documents, Drawings, Addenda, and all other related documents bearing the Project Title and Number.

Vendors 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.

#### 1.17 BID ACCEPTANCE

The bid with lowest total bid dollar amount from a responsive and responsible vendor 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.

#### 1.18 VENDORS 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 bid prices on materials to a vendor quoting is not thereby disqualified from quoting prices to other vendors quoting 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 vendor quoting.

#### 1.19 ERRORS IN BIDS

Vendors, 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 vendor's own risk. In case of error, in the extension of prices, the unit price will govern.

#### 1.20 CONTRACT AND BOND

The vendor 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 15 days after the required forms are presented to him for signature.

#### 1.21 INSURANCE REQUIREMENTS

Contractor, at its sole expense, shall obtain and maintain in full force the



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

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.

Owner's Protective Liability The **CONTRACTOR** shall at his expense provide Owners Protective Liability policies issued in the name of the **OWNER** covering its liability for operation of the **CONTRACTOR**. The policy limits shall be no less than \$1,000,000 combined single limit Bodily Injury and Property Damage per occurrence

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 ten (10) days written notice of cancellation to the City.

1.22 COLLUSION

If there is any reason for believing that collusion exists among the vendors quoting, 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.

1.23 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.

#### 1.24 PROSECUTION OF WORK

The Contractor shall commence work within Fifteen (15) 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. Note: Work Hours will be 7:00 AM to 4:00 PM, Monday through Friday, unless otherwise approved by 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: \_\_\_\_\_

Bid No : 002-10

Project No.: PW003-10

Project Name: **FIRE DEPT. TRAINING CLASSROOM CONSTRUCTION**

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

Base Bid \$ \_\_\_\_\_

Allowance \$           none          

Total Bid \$ \_\_\_\_\_

Company \_\_\_\_\_

Company Representative \_\_\_\_\_

(Print)

Company Representative \_\_\_\_\_

(Signature)

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number (    ) \_\_\_\_\_

Fax Number (    ) \_\_\_\_\_

Alabama License No. \_\_\_\_\_

Out of State: No \_\_\_\_\_ or If yes \_\_\_\_\_, State Registration Number \_\_\_\_\_

**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 :  
**FIRE DEPT. TRAINING CLASSROOM CONSTRUCTION** 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 there under 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)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

In the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
(Corporate Principal Sign Here)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
(Surety Sign Here)

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

**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 the  
**FIRE DEPT. TRAINING CLASSROOM CONSTRUCTION** 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, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Individual Principals sign here)

\_\_\_\_\_(SEAL)

BY: \_\_\_\_\_(SEAL)

\_\_\_\_\_

In the Presence Of:

\_\_\_\_\_

\_\_\_\_\_

Corporate Principal sign here

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
Surety Sign Here

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_

**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:

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

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(Each Accident)	(Aggregate)
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(d) Owner's Protective Liability:

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(Each Occurrence) (Bodily Injury)	(Each Occurrence) (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 VI**  
**CONTRACT**

This **CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **CITY OF FAIRHOPE** (hereinafter "**OWNER**") and \_\_\_\_\_ (hereinafter "**CONTRACTOR**"), on the **PROJECT: PW003-10, FIRE DEPT. CLASSROOM TRAINING CLASSROOM CONSTRUCTION**

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 fifteen (15) 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 **ONE HUNDRED TWENTY (120)** 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 \_\_\_\_\_  
\_\_\_\_\_. (\$ \_\_\_\_\_). The **CONTRACTOR** shall submit to the **OWNER**, on or before the 5<sup>th</sup> day of each month, an estimated total for work performed in the previous month. The **OWNER** will hold back 5% of each monthly estimate until 50% completion of the work. The contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a

newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of the publication of the notice shall be made by the **CONTRACTOR** to the **OWNER** by affidavit of the publisher and a printed copy of the notice published.

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 following 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 time 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.

**THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**LISA A. HANKS**  
City Clerk

**ATTEST:**

\_\_\_\_\_  
(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)

\_\_\_\_\_

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

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: \_\_\_\_\_

**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 & SPECIFICATIONS**

**Bid No. 002-10**

**Project no. PW003-10**

**Project Name Fire Dept. Training Classroom Construction**

**GENERAL PROJECT SCOPE OF WORK**

This project will consist of constructing a single story, slab on grade, wood stud framed, wood truss roof, stand alone building construction expansion at Fairhope Volunteer Fire Department Fire Station 2. This existing facility is located on Thompson Hall Road in Fairhope, Alabama.

The new 50' X 30' heated and cooled facility will be used for training purposes for the volunteer firefighters and will consist of a classroom area, restrooms, a kitchen and hall area.

Scope of services required for this facility will be pulling all pertinent building permits and acquisition of a City of Fairhope business license; performing generally as follows: civil site & survey work, concrete, plumbing, electrical, insulation, painting, HVAC and general frame construction as described in the following specifications and as shown on the set of architectural drawings.

The construction of this new facility will be a turnkey project. The successful bidder will be responsible for furnishing all labor, materials and equipment required for the completion of this new facility. The City of Fairhope will furnish no goods or services related to the completion of this new structure.

Principle documents included in these Specifications are: "Fastening Attachment"(4 pages), "Truss Attachment"(2 pages), "Code Sheets"(8 pages) and architectural plans (4 sheets).

**COMPLIANCE ANSWER**

**YES NO**

**1.0 GENERAL DESCRIPTION OF FACILITY FRAMING & EXTERIOR**

1.1 Raised concrete monolithic slab...to match exist fire station floor elevation, 3000 PSI @ 28 day mix, Visqueen application under 6" X 6" wwm, Double 1/2" rebar in footers.

\_\_\_\_\_

1.2 Walls; 2" X 4" wood stud walls @ 16" c/c, treated plates, anchor bolted to slab,5/8" CDX plywood sheathing w/ house wrap covering.

\_\_\_\_\_

- 1.3 Engineered wooden roof trusses as designed and specified on "truss attachment". Trusses are to be spaced on 24" centers w/ 5/8" thk CDX plywood roof sheathing w/Feltex(or equal) underlayment. \_\_\_\_\_
- 1.4 Outside roof and wall covering to be 26 gauge colored metal Panels installed w/ screws per "fastening attachment". \_\_\_\_\_
- 1.5 Furnish and install five(5) 3'-0" X 6'-0" aluminum framed "impact" windows. \_\_\_\_\_
- 1.6 Furnish and install two(2) 3'-0" X 7'-0" steel doors w/jambs. \_\_\_\_\_
- 1.7 Furnish and install one(1) 15'-0" long X 4'-0" wide breezeway between new structure and existing fire station structure, complete w/ concrete slab. \_\_\_\_\_
- 1.8 All metal strapping, anchoring, nailing to be per International Building Code. \_\_\_\_\_

**2.0 GENERAL DESCRIPTION OF FACILITY INTERIOR**

- 2.1 HVAC one(1) 5 ton heat pump w/13 seer rating. \_\_\_\_\_
- 2.2 Walls are to be insulated w/ R-13 rating and ceiling to be insulated w/R-38 batts. \_\_\_\_\_
- 2.3 Walls are to be 1/2" sheetrock (made in USA ONLY) and ceiling is to be 5/8" sheetrock(made in USA ONLY). \_\_\_\_\_
- 2.4 Interior trim: interior flat Luan doors w/T.D. casing, 4" rubber Base & wood window stool w/apron. \_\_\_\_\_
- 2.5 Painting: Walls & ceiling...one coat prime, 2 coats finish. Doors...one coat prime, 2 coat finish. \_\_\_\_\_
- 2.6 Kitchen cabinets are to be all wood w/laminate countertops. S.S. sink w/ single lever Delta(or equal) faucet. \_\_\_\_\_
- 2.7 Vanities are to be all wood w/ cultured marble countertops and single lever Delta(or equal) faucet. \_\_\_\_\_
- 2.8 The hot water heater shall be a 40 gallon electric unit. \_\_\_\_\_
- 2.9 Surface mounted four(4) bulb fluorescent fixture in classroom \_\_\_\_\_

and kitchen. A two(2) bulb, 2' long fluorescent fixture in hall. Single bulb fixture at all doors. Bathrooms to have a single 100W vent fan in each unit.

\_\_\_\_\_

2.10 Exit signs to be at all bathrooms and at all exit doors. Smoke detectors located in hall and classroom.

\_\_\_\_\_

2.11 Flooring....allow \$5.00 sq/ft, which is to include a membrane to eliminate tile cracking.

\_\_\_\_\_

2.12 Plumbing, water and sewer, w/ grinder pump to be furnished and installed by contractor, and is to be fully connected to City services...ready for operation. City of Fairhope to provide water meter.

\_\_\_\_\_

2.13 Site cleanup & debris hauled away is the responsibility of the Contractor.

\_\_\_\_\_

### **3.0 VENDOR COMPLIANCE**

3.1 Items bid must comply with all specifications listed.

3.2 Vendor must acknowledge VENDOR COMPLIANCE. If vendor does not acknowledge VENDOR COMPLIANCE, it will be understood that vendor cannot fulfill said specifications. If it is necessary to bid alternate materials or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, please place an X in the appropriate space (Yes\_\_ No\_\_) to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate question number.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Manager may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least 72 hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The

exceptions shall refer to the specification page and paragraph number. The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

#### **4.0 MISCELLANEOUS**

- 4.1 Work to be done in a neat and professional manner.
- 4.2 All applicable licenses or permit fees to be acquired and paid by CONTRACTOR.
- 4.3 CONTRACTOR to provide all necessary services and materials unless stated otherwise above.
- 4.4 CONTRACTOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
- 4.5 CONTRACTOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
- 4.6 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.
- 4.7 Written change proposals shall be provided to the Owner 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.
- 4.8 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., or other designated City of Fairhope site.
- 4.9 This Agreement is considered a non-exclusive Agreement between the parties.
- 4.10 This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- 4.11 Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

4.12 This Agreement, contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

4.13 This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

## **5.0 WORKER QUALIFICATIONS**

5.1 Subcontractors, superintendents, foremen, and workers employed by the CONTRACTOR shall be competent and reliable. All workers must have sufficient skill and experience to properly perform the work assigned them. All workers engaged on special work or skilled work, in any trade, shall have had sufficient experience and ability in such work to perform it properly and satisfactorily and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in Specifications and Contract. The OWNER may demand the dismissal of any persons employed by the CONTRACTOR in, about, or upon the Work who misconducts himself or is incompetent or negligent in the due and proper performance of his duty, or who neglects or refuses to comply with the directions given, and such person shall not again be employed hereon without the written consent of the OWNER. Should the CONTRACTOR continue to employ or re-employ any such person, the OWNER may withhold all monies, which are or may become due, or he may suspend the Work until the CONTRACTOR complies with such order.

## **6.0 DOCUMENTATION**

6.1 The CONTRACTOR will submit a complete documentation package to the OWNER. This package will include, but not be limited to:

- a. Contractor's written warranty
- b. Manufacturer's warranties (if any)
- c. Material Safety Data Sheets for products used that carry such.
- d. Statement of Completion
- e. Equipment Manuals for all new equipment, if applicable

## **7.0 WARRANTY**

7.1 Before project completion acceptance, CONTRACTOR will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance by City of Fairhope. CONTRACTOR will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the CONTRACTOR'S warranty, and the terms of which will not be altered by the CONTRACTOR'S warranty.

## **8.0 DELIVERY AND ACCEPTANCE**

- 8.1 Upon completion of all work, presentation of all required documentation, CONTRACTOR will present a written notification of completion to the Engineer of Record and OWNER. The Engineer of Record and OWNER will conduct an inspection with the CONTRACTOR to verify completion, and generate punch list if applicable. CONTRACTOR will immediately complete punch list, and notify the Engineer of Record and OWNER in writing of actions taken. The Engineer of Record and OWNER will verify punch list completion, and when satisfied that CONTRACTOR has met all contractual obligations, will provide a written, signed acceptance document.

## **9.0 BILLING**

- 9.1 Following acceptance, the CONTRACTOR will also submit an invoice and service ticket signed by Project Managers and Engineer of Record to:

City of Fairhope  
Purchasing Manager  
P.O. Box 429  
Fairhope, AL 36533

- 9.2 After fulfillment of all requirements, contractual, legal or otherwise, including mandatory advertisement, the OWNER will pay CONTRACTOR agreed upon lump sum price.

**END OF SPECIFICATIONS**