

**CONTRACTUAL DOCUMENTS, GENERAL CONDITIONS,  
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS,  
AND INSTRUCTION TO BIDDERS**

**FOR**

**BODENHAMER CENTER LOBBY RENOVATIONS**

**CITY OF GULF SHORES, ALABAMA**

**APRIL 2021**

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## INVITATION FOR BIDS

Sealed Bids will be received, opened, and read aloud in public session by the City of Gulf Shores, Alabama, for **BODENHAMER CENTER LOBBY RENOVATIONS** at **10:00 A.M., Wednesday, April 28 2021** in the Gulf Shores City Hall Council Chambers. Qualified contractors are invited to Bid. This contract is for the purpose of renovating the lobby in the existing recreation center in conformance with the Plans and Specifications.

Copies of the plans, specifications, and contract documents may be inspected and/or obtained at the following location:

Gulf Shores City Hall  
Engineering Department  
1905 W. First Street  
Gulf Shores, AL 36542  
Telephone No. (251) 968-6583

Or downloaded from the City's website: [www.gulfshoresal.gov](http://www.gulfshoresal.gov)

The Contractor will be required to obtain a business license from the City to operate within the Corporate Limits.

Sealed bids may be mailed or delivered directly to the City of Gulf Shores prior to the public opening. All bidders must use the Bid Form provided in the Contract Documents and show on the envelope "SEALED BID," the Bidder's name, the name of the bid/project, and the opening date and time. Contact Temple Smith at (251) 968-1443 or [tsmith@gulfshoresal.gov](mailto:tsmith@gulfshoresal.gov) with any questions.

Sealed Bids must be sent to the following address:

Mail to: City of Gulf Shores  
Post Office Box 299  
Gulf Shores, AL 36547

Hand Delivery/Courier: City of Gulf Shores  
1905 W. 1<sup>st</sup> Street  
Gulf Shores, AL 36542

The lowest responsive, responsible Bid will be accepted with key consideration based upon the benefit to the public. However, the City of Gulf Shores, Alabama, reserves the right to reject any and all Bids, to waive any irregularity in the Bids received, and to accept or reject any items of the Bid for the benefit of the public. No conditional Bids will be accepted. No Bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of Bids.

THE CITY OF GULF SHORES, ALABAMA

## **INSTRUCTIONS TO BIDDERS**

### **1. BID FORMS**

A complete set of Bidding Documents is included herein.

### **2. EXAMINATION OF DOCUMENTS AND PROJECT SITE**

- A. Carefully examine the Bidding Documents, Specifications and the work site. Bids shall include all costs required to execute the work under the existing conditions.
- B. Direct inquiries and questions to the Engineering Construction Manager in writing at [ccolvin@gulfshoresal.gov](mailto:ccolvin@gulfshoresal.gov). The deadline for submitting questions is seven days prior to the bid date.
- C. Extra payments will not be made for conditions which can be determined by examining the documents and the site.

### **3. INTERPRETATIONS AND ADDENDA**

- A. Should the Bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he be in doubt as to their meaning, he shall at once notify the Construction Manager.
- B. The Construction Manager will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- C. Addenda will be faxed or emailed to each bidder. Addenda shall become part of the contract and all bidders must acknowledge receipt of Addenda on their bid form or their bid will be rejected. Bidders shall be bound by ALL Addenda.

### **4. MODIFICATIONS AND WITHDRAWAL OF BIDS**

- A. Bids may not be modified after submittal.
- B. Any bidder may withdraw his Bid, either personally or by written request, at any time prior to scheduled time for opening bids.
- C. No Bidder may withdraw his Bid for a period of thirty (30) days after date set for opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

### **5. AWARD OF CONTRACT**

- A. The Owner will award a single contract, dependent upon availability of funds.

- B. The contract will be awarded to the lowest responsive qualified contractor, subject to Owner's right to reject any or all Bids and to waive informality and irregularity in Bids and bidding.
- C. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

**6. PRE-QUALIFICATION OF CONTRACTORS**

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

**7. EXECUTION OF CONTRACT**

- A. Within ten (10) days of Notice of Award, the Contractor shall deliver to Owner policies of insurance or insurance certificates as required by Contract Documents. All policies or certificates of insurance shall be approved by Owner before the successful Contractor may proceed with Work.
- B. The Contractor shall commence work within ten (10) days following receipt of the Notice to Proceed or on a date stipulated in the authorization to proceed.

**8. LAWS AND REGULATIONS**

The Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

**9. ALABAMA LICENSED CONTRACTOR**

All Contractors submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed Contractors in the State of Alabama and must give their License Number on their Bid Form. Contracts less than Fifty Thousand Dollars (\$50,000.00) will not require a general Contractor's license; however, all other requirements shall remain the same.

**10. BID BOND**

All bids in excess of Fifty Thousand Dollars (\$50,000) shall require a bid bond equal to 5% of contract amount or \$10,000 whichever is lesser. Bid bonds will be returned by the Owner after the contract has been awarded.

**11. PERFORMANCE BOND**

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000), the Contractor shall obtain a performance bond equal to 100% of contract amount and shall be provided within ten (10) days of Notice of Award.

**12. LABOR & MATERIALS BOND**

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of contract amount and shall be provided within ten (10) days of Notice of Award. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions.

**13. COMPLETION DATE**

Upon receipt of the Notice to Proceed, the Contractor shall commence the work within ten (10) days from the Date of the Notice and shall complete the work within one hundred twenty (120) calendar days from the date of the Notice.

**14. LIQUIDATED DAMAGES**

- A. Deduction at the rate of Five Hundred Dollars (\$500.00) per day shall be made from the total Contract price for each and every calendar day beyond the one hundred twenty (120) days from the date of Notice to Proceed that the work remains not satisfactorily completed.
- B. The above mentioned sum shall be deducted as Liquidated Damages and not as penalty, the said sum being specifically agreed upon in advance as a measure of damage to the Owner on account of the delay, and the Contract price reduced by the aggregate of the entire damages so deducted shall be accepted in full satisfaction of all work executed under the contract.

**15. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT**

The City will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Bid No. 02-017-5-Section 1324a (e) [Section 274A (e) of the Immigration and Nationality Act ("INA")]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Contractor is required to comply with the Immigration Reform and Control Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986 to provide their employers with proof of citizenship or authorization to work in the United States. City may at any time request to inspect proof of citizenship.

## **REQUIREMENTS FOR CONTRACTS AND PURCHASES**

Effective January 1, 2012 under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

the State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Gulf Shores after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Temple Smith, Purchasing Officer, at (251) 968-1443 or via e-mail at [tsmith@gulfshoresal.gov](mailto:tsmith@gulfshoresal.gov).

**COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.**

APPENDIX A  
AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_  
(print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Gulf Shores, Alabama, I hereby attest that in my capacity as \_\_\_\_\_  
(state position) for \_\_\_\_\_  
(state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public



APPENDIX B  
AFFIDAVIT FOR SUBCONTRACTOR

State of \_\_\_\_\_  
County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_  
(print name) who, being duly sworn, says as follows:

As a condition for acting as a contractor or subcontractor on a project paid for by contract, grant, or incentive by the City of Gulf Shores, Alabama, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

**PROPOSAL FORM**

TO: City of Gulf Shores  
P.O. Box 299  
Gulf Shores, AL 36547

BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNERS: City of Gulf Shores, Alabama

PROJECT: **BODENHAMER CENTER LOBBY RENOVATIONS**

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

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

Lump Sum Total Bid Amount: \_\_\_\_\_

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all charges to the City of Gulf Shores. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise.

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Alabama Contractor License No. (If applicable)

\_\_\_\_\_  
Email

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_, as Principal,  
(Address)

and \_\_\_\_\_  
(Name of Surety)

of \_\_\_\_\_, as Surety,  
(Address)

are held and firmly bound unto **the City of Gulf Shores**, as obligee, in the full and just sum of:

\_\_\_\_\_

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its Proposal for:

**BODENHAMER CENTER LOBBY RENOVATIONS**

The condition of this obligation is such that, if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a formal Contract, and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the full amount of said bond. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

SIGNED, SEALED AND DELIVERED \_\_\_\_\_  
(Date)

Witness as to Principal:

\_\_\_\_\_  
(Name of Contracting Firm)

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_

Title: \_\_\_\_\_

BIDS WILL NOT BE CONSIDERED  
UNLESS BID BOND IS SIGNED BY  
PRINCIPAL AND SURETY, OR IN  
LIEU THEREOF, A CERTIFIED  
CHECK MUST ACCOMPANY THE  
PROPOSAL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_  
(hereinafter called the Principal) (the Surety)

are held and firmly bound unto The City of Gulf Shores and/or its assigns in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_ ) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors, and assigns jointly and severally for the faithful performance of a certain written Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into between the Principal and the Owner for **BODENHAMER CENTER LOBBY RENOVATIONS**, a copy of which Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms, undertakings, covenants, agreements, and conditions of the contract in all respects on his part, and shall fully pay all obligation incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith and all such other obligations of every form, nature, and character, and shall save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said Contract and shall reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships, or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this Bond after one year from the date on which the final payment on the contract falls due, and provided further that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated and after such performance this obligation shall become void.

IN TESTIMONY WHEREOF, witness the hands and seal of the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed in two (2) counterparts.

Witness:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Countersigned:

\_\_\_\_\_  
(Resident Agent)

BONDING COMPANY:

\_\_\_\_\_  
ADDRESS:

\_\_\_\_\_

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_, as Surety, are held and firmly bound unto The City of Gulf Shores and/or its assigns (hereinafter called the Owner), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Owner, dated \_\_\_\_\_ (hereinafter called the Contract) for the **BODENHAMER CENTER LOBBY RENOVATIONS**, for which Contract and the Plans and 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 said Principal and all subcontractors to whom any portion of work provided for 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, equipment, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or additions to said Contract noticed which modifications to the Surety being hereby waived and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said Bond, 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, equipment, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of 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 said Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b. The principal and Surety hereby designate and appoint \_\_\_\_\_

\_\_\_\_\_  
(To be filled in by Surety Company)

as the agent of each of them to receive and accept service of process 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 damage or compensation recoverable under any Workman'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 Act No. 39, General Laws of Alabama, approved February 8, 1935, entitled "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon".

Executed in two (2) counterparts.

SIGNED, SEALED, AND DELIVERED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Witness:

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Countersigned:

\_\_\_\_\_

(Resident Agent)

BONDING COMPANY:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

**NOTICE OF AWARD**

DATED:

TO:

PROJECT: **BODENHAMER CENTER LOBBY RENOVATIONS**

You have been awarded a contract for **BODENHAMER CENTER LOBBY RENOVATIONS**.

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

- 2 originals - Contract
- 1 original - Performance Bond
- 1 original - Labor and Material Bond
- 1 original - Certificate of Insurance certifying compliance with all insurance requirements specified in the General Conditions

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

You will be notified of the time and place for a preconstruction conference; your proposed work schedule must be delivered to the City at that time.

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

**CITY OF GULF SHORES (OWNER)**

By: \_\_\_\_\_  
Mark Acreman, City Engineer



## CONTRACT

THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at Gulf Shores, State of Alabama, by and between \_\_\_\_\_, hereinafter called the Contractor, and the **City of Gulf Shores, Alabama**, and/or its assigns, hereinafter called the Owner.

WITNESSETH;

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

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

All work shall be accomplished with quality in a manner which will maintain safety to life and property, and reduce to a minimum any interference with abutting property or public travel. All work shall be inspected and approved by the City Engineering Construction Manager and his staff as Owner's representatives before payment shall be made.

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

4. Estimates of work completed shall be made by the Contractor each month and submitted to the Owner. Within thirty (30) calendar days after submittal by the Contractor, the owner shall make partial payments to the Contractor on the basis of the estimate of work, duly certified and approved by the City Construction Manager, and performed during the preceding calendar month by the Contractor, less two and a half percent (2.5%) of the amount of such estimate which is to be retained by the owner until all work (100%) has been satisfactorily completed in accordance with this agreement.

5. Upon substantial completion and inspection of all work covered by this agreement, payment of the Contract sum shall be made within thirty (30) calendar days, less retainage.

Said retainage shall be retained until: 1) Submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents; 2) Legal notice of advertisement of completion has been advertised four (4) consecutive weeks in

some newspaper of general circulation in Baldwin County, Alabama, as approved by the Owner; 3) Final inspection by the City Construction Manager and final acceptance of the work by the Owner.

- 6. It is mutually agreed between the Owner and the Contractor that timely performance is of the essence to this Contract, and the Contractor agrees to keep a working force on the job of the size that is adequate to perform all work in accordance with the Contractor's approved work schedule.
- 7. The Contractor hereby agrees to warrant that all material and workmanship is of the quality, quantity, and character specified and shown, and that any faulty materials or workmanship made known to him within one (1) year after date of final certificate of payment shall be made good by him without additional expense to the Owner.

Failure to complete the work within the allotted Contract time will cause loss to the Owner in administrative, engineering, inspection, interest, and supervision charges. Therefore, any overrun in the Contract time, which in the opinion of the City Contract Manager is caused by undue delay, shall be charged to the Contractor at \$500.00 per day and deducted from the final payment.

- 8. The Owner reserves the right to terminate the contract upon written notice to the Contractor at least ten (10) days prior to said termination. In the event that the Contract is terminated, the Contractor will be compensated in accordance with the bid items of the Contract and its attachment for all approved work in place.
- 9. By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

(Corporate Seal)

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

By: \_\_\_\_\_

Its \_\_\_\_\_

Attest: \_\_\_\_\_

Its \_\_\_\_\_

(Seal)

**City of Gulf Shores, Alabama (Owner)**

By: \_\_\_\_\_

Robert Craft, Mayor

Attest: \_\_\_\_\_

Wanda Parris, City Clerk

**NOTICE TO PROCEED**

TO:

DATE: \_\_\_\_\_

PROJECT: **BODENHAMER CENTER LOBBY RENOVATIONS**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_. You are to complete the work within one hundred twenty (120) consecutive calendar days, or by \_\_\_\_\_, 20\_\_.

**City of Gulf Shores, Alabama (OWNER)**

By \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

**WAIVER AND RELEASE OF LIEN**

FROM:

TO: **City of Gulf Shores, Alabama** (Owner of Project)

PROJECT NAME: **BODENHAMER CENTER LOBBY RENOVATIONS**

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the **City of Gulf Shores** to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the **City of Gulf Shores** on the referenced project on account of labor, services, equipment, materials, etc. furnished for the referenced project.

2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor, equipment, services, and/or materials for the referenced project.

3. The undersigned further agree that, after execution of this document, it will indemnify, defend at its expense, and save the **City of Gulf Shores** harmless from any and all claims or liens arising out of the undersigned's furnishing of labor, equipment, services, and/or materials for the referenced project.

4. The undersigned has executed this document in order to induce the **City of Gulf Shores** to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the **City of Gulf Shores** arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
STATE OF ALABAMA  
COUNTY OF BALDWIN

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

\_\_\_\_\_  
NOTARY PUBLIC

## **GENERAL CONDITIONS**

### **1. OWNER**

The Owner for BODENHAMER CENTER LOBBY RENOVATIONS is the City of Gulf Shores, Alabama. The mailing address for the Owner is Post Office Box 299, Gulf Shores, Alabama 36547.

### **2. LOCAL LICENSE REQUIREMENT**

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

### **3. CONTRACT DOCUMENTS**

The Owner will furnish the Contractor free of charge one (1) set of plans and specifications. Additional sets may be purchased at cost to Contractor.

### **4. PAYMENTS AND COMPLETION**

Once in each month, the Contractor may submit an Application for Payment for completed work in place on the enclosed form. Payment, less retainage, shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment.

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

### **5. INSURANCE REQUIREMENTS**

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract. A copy of the policy shall be provided upon request.

#### ***Commercial General Liability***

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, X-C-U Coverage, Contractual Liability, Personal Injury and Advertising Injury, Independent Contractors, or Cross Liability.

***Business Automobile Liability***

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

***Worker's Compensation & Employer's Liability***

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering **all** workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 Each Accident, \$1,000,000 Disease Policy Limit, and \$1,000,000 Each Employee.

***Commercial Umbrella/Excess Liability***

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence, \$5,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

***Additional Insured Endorsements***

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors,
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement in combination with the additional endorsement of CG2037 10 01 – Additional Insured; Owners, Lessees, or Contractors

Completed Operations shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. (Attach an actual copy of the endorsement(s) – Contact your insurance agent.) The name of the organization endorsed as Additional Insured for all endorsement shall read "City of Gulf Shores."

***Deductibles, Coinsurance Penalties & Self-Insured-Retention***

Contractor agrees to be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention expenses; including any loss not covered because of coinsurance penalty, or coverage exclusion or limitation. The Contractor agrees any Self-Insured-Retention or deductible shall not exceed \$25,000. For deductible amounts that exceed this amount, the Contract agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

***Waiver of Subrogation***

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

***Right to Revise or Reject***

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

***Certificate of Insurance***

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability, and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Gulf Shores, Alabama  
Attn: Purchasing Officer  
P.O. Box 299  
Gulf Shores, AL 36547  
Fax (251) 968-1470

## **6. WORK SCHEDULE**

After contract award, the contractor shall coordinate his work schedule with the Engineering Construction Manager. Any modifications to the established work schedule shall be first approved by the Construction Manager.

## **7. COMPLETION DATE**

- A. Project Duration and Completion Date shall be as stipulated in the Notice to Proceed.
- B. The completion date shall not be extended except for unavoidable delays caused by, but not limited to, fires, floods, storms, strikes, accidents, or other circumstances beyond the Contractor's control. The Contractor may only request additional completion time within one week from the occurrence of the delay. The Construction Manager shall be the sole judge of such "unavoidable delays", and the extent thereof.

In the event that such a determination is made, the date of completion shall be extended by a length of time equal to that lost by such circumstances. The Owner shall not be liable to the Contractor for any damages or additional compensation as a consequence of delay, hindrance, interference or other similar event, caused by Owner; or by reason of fire, casualty, act of God or any other reason beyond the Owner's control.

## **8. CLAIMS**

A "Claim" is a Contractor's demand or assertion seeking, as a matter of right, an increase in Contract Amount, an extension in the time for performance of the Contractor's Work, or relief with respect to the terms of the Contract Documents. All Claims must be made by written notice to the Owner at least one (1) week prior to the beginning of the Contractor's

affected or additional work, or within one (1) week of the Subcontractor's first knowledge of the event, whichever shall first occur, otherwise, such claims shall be deemed waived.

Pending final resolution of a Claim or any other dispute between Contractor and Owner, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contractor's Work, disputed or otherwise, and without interruption, deficiency, or delay.

## **9. TERMINATION FOR CAUSE**

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

## **10. TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

## **11. SANITARY FACILITIES**

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

## **12. STORAGE OF MATERIALS**

All equipment and materials may be stored within the City at a location(s) approved by the Owner. No payments will be made for offsite stored materials unless approved in advance by the Owner.

## **13. DISPOSAL OF MATERIALS**

Any waste and excess materials shall be disposed of by the Contractor in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic



Substances Control Act (TSCA), and Alabama Department of Environmental Management (ADEM) Regulations.

#### **14. DRAWINGS AND CONTRACTUAL DOCUMENTS**

The Contractual Documents shall consist of the Request for Proposals, Instructions for Bidders, Proposal, Proposal Forms, Contract, General Conditions, and Special Conditions, Technical Specifications (Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition), all amendments and addenda thereto, and Drawings attached hereto.

#### **15. SCOPE OF WORK**

- A. Contractor is responsible to provide a complete installation of the items included in this scope of work including all labor, materials, tools, supervision, and equipment as necessary to complete the Bodenhamer Center Lobby Renovations and associated work. The Bodenhamer Recreation Center is located at 310 West 19<sup>th</sup> Ave, Gulf Shores, AL.
- B. Contractor acknowledges that the documents included with this Contract Agreement are complete and represent the design intent. As such, the lump sum pricing included with this Contract Agreement is firm and reflects the work required for a complete renovation and associated work in accordance with the intent of the Contract Documents and is not subject to change.
- C. The specific items included as part of this scope of work are listed for emphasis only and are not intended to limit the scope of work in any way.
- D. The Work of this contract is hereby further clarified and defined. In accordance with the nature of this contract, this clarification does not relieve the Contractor from providing all elements of a complete project that conforms to the requirements of the Contract Documents. It is the Contractor's responsibility, based on their expertise and knowledge of the work, to include all items, materials, and procedures necessary to complete the execution of the work that, although not shown, can be reasonably inferred to be a part of the work.
- E. Contractor is responsible to supply and install all work:
  - i. In accordance with all applicable codes and standards.
  - ii. In compliance with all notes, legends, and schedules as required of the Contract Documents.
- F. Contractor's price includes:
  - i. All taxes associated with this scope.
  - ii. Contractor acknowledges that if multiple mobilizations may be required, that Contractor has accounted for all costs in the lump sum price.
  - iii. All salaried and field personnel required to complete the work.
  - iv. All permits required for this work.
- G. Contractor shall provide in the base bid, at a minimum the following items:
  - i. All electrical work as shown, including new power and data lines and raceways.

- ii. All saw-cutting as required
- iii. All demolition, removal, and disposal as required (including flooring)
- iv. All framing and sheetrock as required
- v. All insulation, anchors, and sealants as needed
- vi. All storefronts and glazing as shown
- vii. HVAC duct modifications and duct sock
- viii. New fans as shown
- ix. New recessed commercial floor mat
- x. New reception desk
- xi. New coffee bar including all countertops and cabinets
- xii. New doors as shown
- xiii. Decorative features as shown
- xiv. New flooring, including base
- xv. New light fixtures as shown
- xvi. All blocking and bracing as necessary
- xvii. All patching as required, including concrete
- xviii. All hardware as required
- xix. Paint all new surfaces. Also paint the six interior columns.
- xx. Contractor will be responsible for cleanup of work area upon completion of work and at the end of each work day. Any protection of the existing building required to minimize dust and debris shall be the responsibility of the Contractor
- xxi. Contractor will be responsible for keeping a clean and safe work zone.
- xxii. Contractor shall provide a final clean after project is complete.
- xxiii. The Contractor shall coordinate all work with the Construction Manager and the Recreation Center Staff. The intent is for the work inside the lobby area to be completed in a manner to minimize the amount of time this area is closed to the patrons. It is expressly noted that adjacent areas of the Recreation Center shall remain open throughout the duration of the project. It is the responsibility of the Contractor to coordinate their work as to eliminate or minimize any delays, obstruction, disruption, or interference with the Recreation Center.
- xxiv. Color selections to be made by the Owner. Contractor to submit for approval to the owner prior to order. Contractor to supply physical samples as requested.
- xxv. Contractor is responsible for all hoisting and material handling required to perform this scope of work.
- xxvi. Contractor shall coordinate delivery of material with the Project Schedule and the Owner. Contractor shall properly store all materials and equipment per the manufacturer's recommendations in the event that the materials or equipment were delivered prematurely.

- xxvii. Contractor is responsible for all field measurements required to complete all installations.
- xxviii. Contractor is responsible for all layout required to complete all installations.
- xxix. Contractor shall repair any damages to pool area made during construction.
- xxx. Contractor shall provide all manufacturer warranty information as required. Contractor shall submit all documentation as needed for manufacturer's warranty.