

CONTRACTUAL DOCUMENTS, GENERAL CONDITIONS,  
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

FOR

STORAGE WAREHOUSE REPAIRS

CITY OF ORANGE BEACH, ALABAMA



APRIL 2023

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## **PUBLIC NOTICE**

### **INVITATION TO BID**

Sealed bids will be received, opened, and read aloud in public session for **STORAGE WAREHOUSE REPAIRS** for the **CITY OF ORANGE BEACH, ALABAMA**, at **2:00 P.M. CT on Thursday, April 27, 2023**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama. Work will include all materials and labor to renovate an existing building located at 10370 South Highway 95, Elberta, AL, 36530. Qualified contractors are invited to bid.

**All bidders must attend a mandatory pre-bid meeting on Thursday, April 13, 2023, at 11:00 A.M. at the City Hall Municipal Complex located at 4099 Orange Beach Boulevard., Highway 161, Orange Beach, Alabama. Bids from bidders who do not attend this conference will be rejected.**

Bids in excess of Fifty Thousand Dollars (\$50,000) must be accompanied by a certified check or bid bond payable to the City of Orange Beach in an amount not less than 5% of the bid amount, but in no event more than \$10,000. Performance and Labor and Material Payment Bonds will be required from the Contractor. The Contractor will be required to obtain a business license from the City to operate within the Corporate Limits.

Bid specifications may be obtained from Orange Beach City Hall, 4099 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at [www.orangebeachal.gov](http://www.orangebeachal.gov).

Sealed bids may be mailed or delivered directly to the City of Orange Beach prior to the public opening. All sealed bids must be clearly and legibly marked "SEALED BID," the bidder's name, the name of the bid, and the opening date and time. Contact Taelor Robinson at (251) 981-0168 or [trobenson@orangebeachal.gov](mailto:trobenson@orangebeachal.gov) with any questions.

Sealed bids must be mailed to the following address:  
City of Orange Beach, Attention: City Clerk, P.O. Box 458, Orange Beach, Alabama 36561

Or hand delivered to:  
City of Orange Beach, Attention: City Clerk, 4099 Orange Beach Blvd., Orange Beach, Alabama 36561

Be advised that overnight delivery by express or courier to Orange Beach is not guaranteed. Faxed bids will not be accepted.

The lowest responsive, responsible bid will be accepted with key consideration based upon best value and benefit to the public. The City of Orange Beach 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 ORANGE BEACH, ALABAMA



**INVITATION TO BID**  
**Requisition No. 2023-0427**

INVITATION TO BID DATE: **March 27, 2023**

BID TITLE: **Storage Warehouse Repairs**

PLACE OF BID OPENING: **City of Orange Beach, City Hall, 4099 Orange Beach Blvd.**

BIDS MUST BE RECEIVED BEFORE: **April 27, 2023 at 2:00 P.M. (Central)**

BIDS WILL BE PUBLICLY OPENED: **April 27, 2023 at 2:00 P.M. (Central)**

Sealed bids will be received by the City of Orange Beach at the Office of the City Clerk located at Orange Beach City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Orange Beach reserves the right to accept or reject all bids or any portion thereof. The City reserves the right to require a bid bond, in which case specific information shall be provided the bid documents.

**ALL BIDS MUST BE RETURNED AS FOLLOWS:**

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate envelope.

U.S. Postal Service  
City of Orange Beach  
Attention: City Clerk  
P.O. Box 458  
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)  
City of Orange Beach  
Attention: City Clerk  
4099 Orange Beach Blvd.  
Orange Beach, Alabama 36561

1. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such resident responsible bidder. A resident bidder is defined by the City Council of Orange Beach as any business located within Baldwin County.
2. Contact Glenn Smith, Construction Manager at 251-504-4818/glennsmith@orangebeachal.gov for questions concerning the technical specifications.
3. Contact Taelor Robinson, Buyer at 251-981-0168/trobinson@orangebeachal.gov for questions concerning technical specifications or general bid procedures.

**BID FORM – STORAGE WAREHOUSE REPAIRS**

<b>Item</b>	<b>Description</b>	<b>Lump Sum Bid Amount</b>
<b>1</b>	<b>Storage Warehouse Repairs</b> The lump sum bid for this item shall be compensation in full for renovating the building located at 10370 South Highway 95, Elberta, Alabama, as specified.	\$ _____
<b>2</b>	<b>Contingency</b> This flat contingency amount shall be added to every bidder’s bid total to allow for unforeseen repairs. All additional repairs will require authorization by the City’s Construction Manager prior to work.	\$ <u><b>20,000.00</b></u>
<b>BID TOTAL</b>		\$ _____

**Estimated Days to Complete** \_\_\_\_\_

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

Note: If no addenda have been received, write in “none.”

The undersigned bidder acknowledges having inspected the site(s) and the conditions affecting and governing the accomplishment of the project, and proposes to furnish all materials and perform all labor, as specified, to complete the project.

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

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

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

\_\_\_\_\_  
Federal Employer ID No. *(if no FEIN, enter SSN)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

City of  
**Orange Beach**  
A L A B A M A  
*Life is better here*

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 delivery or freight charges to the City of Orange Beach. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. 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. By signing this contract, the company 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.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS DAY OF

\_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
 Authorized Signature (INK)

\_\_\_\_\_  
 Mail Address

\_\_\_\_\_  
 Typed Authorized Name

\_\_\_\_\_  
 Notary Public

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Commission Expires

\_\_\_\_\_  
 Phone Including Area Code

\_\_\_\_\_  
 Fax Number

**PAGES 5 & 6 MUST BE RETURNED IN SEALED BID**

# BID SPECIFICATIONS

## A. Project Description

The successful bidder shall repair the Storage Warehouse building located at 10370 South Highway, Elberta, Alabama, 36530, per the following bid specifications for the City of Orange Beach. Bid total shall be firm, net, delivered pricing, and shall include the cost of all labor and materials required to complete the project. The City of Orange Beach is tax exempt.

## B. Scope of Work

Repairs shall include the following work:

1. Contractor shall remove and dispose of roof sheets, wall sheets, trim, gutters and downspouts. Remove and dispose of ridge vents, and ridge cap, insulation, roll-up doors and man doors, as well as damaged base angle, door framing and eave struts as needed.
2. Contractor shall install:
  - a. New 26g galvalume PBR roof panels
  - b. New die formed ridge caps
  - c. New 26g standard color PBR wall panels
  - d. Two new 3-0 x 7-0 man doors
  - e. New standard color eave trim, corner trim, rake trim, base trim, header trim, cap trim, jamb trim
  - f. New gutters and downspouts
  - g. New long-life fasteners, roof and wall
  - h. Base angle, as needed
  - i. Cee channel/overhead door frames, as needed
  - j. Two wind rated 12x14 roll-up doors, without electronic openers
3. Contractor shall include 25 year warranty on sheathing materials.
4. The City of Orange Beach is responsible for disconnecting of all electrical components.
5. Contractor is responsible for obtaining required permits and inspection certificates, permit fee will be waived.
6. Installation of materials shall be guaranteed for one year from date of acceptance. Defects which appear during this period should be corrected at the expense of contractor. Materials and components thereof shall be new.
7. Bid is for labor, materials, and installation to complete job per specifications.
8. All work should comply with State and Local codes.
9. Contractor shall remove all debris associated with work.
10. Contractor shall be responsible for complying with all applicable safety requirements for its workers and others.
11. Contractor shall coordinate with the City of Orange Beach to identify and comply with any traffic safety requirements and/or utility line locations, if needed.
12. Contractor shall comply with the work schedule as described in Item C, "Coordination."

**C. Coordination**

The Contract shall have one hundred (100) consecutive calendar days to complete the work upon receipt of Notice to Proceed. Work shall be coordinated by:

Glenn Smith, Construction Manager, (251) 504-4818, glennsmith@orangebeachal.gov

**D. Storage of Materials**

All equipment and materials may be stored only at the location(s) approved by the City. It is expressly noted that no payments will be made for materials stored off-site.

**E. 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 the Alabama Department of Environmental Management (ADEM) Regulations.

**F. Contractor Experience**

Contractor shall have a minimum of three (3) years of experience with erecting metal buildings. Three (3) references with contact information shall be provided for projects similar in size and scope.

Contractor shall also include its history of mediation/arbitration/litigation on any City of Orange Beach projects or projects with any State, County, or City Governmental agencies.



# **INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS (PUBLIC WORKS PROJECTS)**

## **1.0 INTRODUCTION**

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by the Orange Beach City Council. Applicability of general conditions as stated below shall be determined by the City of Orange Beach. All bids must be submitted on and in accordance with the instructions provided by the City of Orange Beach.

## **2.0 BID DOCUMENTS**

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

Orange Beach City Hall  
4099 Orange Beach Boulevard  
Orange Beach, AL 36561

Or downloaded from the City's website:

[www.orangebeachal.gov](http://www.orangebeachal.gov), see "Departments" > "Purchasing" > "Bids"

## **3.0 EXAMINATION OF DOCUMENTS AND PROJECT SITE**

- 3.1 Carefully examine the Bid Documents, Specifications, Plans/Drawings, and the Work Site.
- 3.2 Bids shall include all costs required to execute the work under the existing conditions.
- 3.3 Extra payments will not be made for conditions which can be determined by examining the documents and the site.

## **4.0 INTERPRETATIONS AND ADDENDA**

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Buyer (Taelor Robinson at 251-981-0168 or [trobinson@orangebeachal.gov](mailto:trobinson@orangebeachal.gov)).
- 4.2 The Procurement Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: [www.orangebeachal.gov](http://www.orangebeachal.gov)
- 4.4 Addenda shall become part of the bid 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.
- 4.5 The City is not responsible for any oral instructions.

## **5.0 PREPARATION OF BID**

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum printed by the Bidder, and, in case of error or discrepancy, the unit price shall prevail and the total shall be corrected.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.

- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
- The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
  - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

## **6.0 DELIVERY AND SUBMISSION OF BID**

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

## **7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS**

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

## **8.0 RIGHT TO REJECT BID**

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

## **9.0 BASIS OF AWARD**

- 9.1 The City will award a single contract, dependent on the availability of funds.
- 9.2 The contract will be awarded to the lowest responsive qualified contractor, subject to the City's right to reject any or all bids and to waive informality and irregularity in bids and bidding.
- 9.3 The City 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.

## **10.0 ENGINEER RECOMMENDATIONS**

All bids for technical products or services in conjunction with ongoing or new construction system projects shall be approved for specification compliance by the City's Project Engineer and a designated representative of the City of Orange Beach. No bid shall be awarded without first hearing the recommendation of the City's Project Engineer.

## **11.0 SAMPLE OF MATERIALS**

Sample of items, when required, must be furnished free of expense to the City and, if not destroyed, will upon request be returned at the bidder's expense.

## **12.0 PRE-QUALIFICATION OF CONTRACTORS**

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

## **13.0 EXECUTION OF CONTRACT**

13.1 Within ten (10) days of Notice of Award, the Contractor shall deliver to the City proof of insurance as required by Contract Documents. All proof of insurance shall be approved by the City before the Contractor may proceed with Work.

13.2 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.

## **14.0 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.

## **15.0 ALABAMA LICENSE 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 state 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.

## **16.0 BUSINESS LICENSE**

The successful bidder shall be required to obtain a City of Orange Beach Business License in order to operate within the Corporate Limits.

## **17.0 BUILDING PERMITS**

The successful bidder shall be required to comply with all building permit procedures and requirements. Building permit fees for this project shall be waived.

## **18.0 BID BOND**

All bids in excess of Fifty Thousand Dollars (\$50,000.00) shall require a bid bond equal to 5% of the contract amount or \$10,000, whichever is lesser. Bid bonds will be returned by the City after the contract has been awarded.

## **19.0 PERFORMANCE BOND**

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a performance bond equal to 100% of the contract amount and shall provide such bond within ten (10) days of Notice of Award.

## **20.0 LABOR & MATERIALS BOND**

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond 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.

## **21.0 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.

### ***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, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, 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.

### ***Contractor's Pollution Legal Liability***

Contractor agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. The Contractor agrees the policy shall include a minimum three year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

### ***Inland Marine Builder's Risk Insurance***

The Contractor, prior to notice to proceed or commencement of Work, whichever occurs first, agrees to maintain an Inland Marine Builder's Risk Insurance Coverage Form providing coverage to protect the interest of the City, Contractor, subcontractors, and property on or off-premises, which shall become part of the Work.

Coverage shall be written on a Replacement Cost, and Completed Value Form basis in an amount at least equal to one hundred percent (100%) of the ultimate projected completed value of the Work. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, Contractor's overhead and general conditions, and equipment rental. The period of indemnity shall not be less than twelve (12) months and the limit of Delay Cost coverage not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to a scheduled limit for the hard cost coverage. The waiting period for Delay Cost coverage may not exceed thirty (30) days. Collectively, the scheduled soft cost limit and hard cost limit may equal one hundred percent (100%) of the projected value

of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the one hundred percent (100%) projected value of the Work.

The Contractor agrees to endorse the Inland Marine Builder's Risk insurance with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by City. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the City's interest in the building ceases, or the building is accepted or insured by the City.

#### ***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 \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 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 \$1,000,000 Each Occurrence, \$1,000,000 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 than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Orange Beach."

#### ***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.

***No Representation of Coverage Adequacy***

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

***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 Orange Beach  
                              Attn: City Clerk  
                              P.O. Box 458  
                              Orange Beach, AL 36561  
                              Fax (251) 981-1442

**22.0 COMPLETION DATE**

- 22.1 The Contractor shall commence the work within ten (10) days from the date of receipt of the Notice to Proceed, and shall complete the work in 100 calendar days
- 22.2 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 request additional completion time within one week from the occurrence of the delay. The City 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 City shall not be liable to the Contractor for any damages or additional compensation as a consequence of any delay, hindrance, interference, or other similar event beyond the City’s control. Failure by the Contractor to notify the City within one week from the occurrence of delay will constitute a forfeiture of any potential time extension.

**23.0 LIQUIDATED DAMAGES**

- 23.1 Deduction at the rate of Three Hundred Dollars (\$300.00) per day shall be made from the total Contract price for each and every calendar day beyond the Completion Date that the work remains not satisfactorily completed.
- 23.2 The above mentioned sum shall be deducted as Liquidated Damages. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the City without limiting the City’s right to terminate this agreement for default as provided elsewhere herein.

**24.0 DEFAULT OF CONTRACTOR**

In cases of default of the contractor, the City may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**25.0 PAYMENT**

The Bidder may submit an Application for Payment for provided labor and materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.

## **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 Orange Beach 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 Taelor Robinson, Buyer, at (251) 981-0168 or via e-mail at [trobinson@orangebeachal.gov](mailto:trobinson@orangebeachal.gov).

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



**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 Orange Beach, 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

My Commission Expires: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_  
(Name of Contractor/Principal)  
\_\_\_\_\_, as Principal,  
(Address)  
and \_\_\_\_\_  
(Name of Surety)  
of \_\_\_\_\_, as Surety,  
(Address)

are held and firmly bound unto **the City of Orange Beach**, 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 bid for:

**STORAGE WAREHOUSE REPAIRS**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 bid.

**NOTICE OF AWARD (SAMPLE)**

DATED:

TO:

PROJECT: **STORAGE WAREHOUSE REPAIRS**

You have been awarded a contract for **STORAGE WAREHOUSE REPAIRS**.

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

- 1 original Contract
- 1 original Performance Bond
- 1 original Labor and Material Bond
- 1 original Certificate of Insurance certifying compliance with all insurance requirements as specified in the General Conditions
- 1 copy Alabama General Contractors License
- 1 copy Orange Beach Business License

Please contact Timeka Cunningham in the Finance Department at (251) 981-6782 for more information regarding the Business License.

Within ten (10) days after receipt of the above documents, the City 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 the City to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Bond forfeited.

**CITY OF ORANGE BEACH**

By: \_\_\_\_\_  
Renee Eberly, City Clerk/Procurement Officer

**CONTRACT (SAMPLE)**

THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_, hereinafter called the Contractor, and the **City of Orange Beach, 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, specifications, bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for **STORAGE WAREHOUSE REPAIRS**.
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 Public Works Director or his designee 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

City of  
**Orange Beach**  
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the Owner; 3) Final inspection by the City Public Works Director or his designee 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.
8. The Owner reserves the right to terminate the contract upon written notice to the Contractor at least five (5) 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.

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 Orange Beach, Alabama (Owner)**

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

Tony Kennon, Mayor

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

Renee Eberly, City Clerk



**NOTICE TO PROCEED (SAMPLE)**

DATED:

TO:

PROJECT: **STORAGE WAREHOUSE REPAIRS**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 2023, on or before \_\_\_\_\_, 2023. You are to complete the work within one hundred (100) consecutive calendar days, or by \_\_\_\_\_, 2023.

**City of Orange Beach, Alabama (Owner)**

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**WAIVER AND RELEASE OF LIEN (SAMPLE)**

FROM:

TO: City of Orange Beach, Alabama (Owner)

PROJECT: **STORAGE WAREHOUSE REPAIRS**

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by the **City of Orange Beach** 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 Orange Beach** 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 Orange Beach** 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 Orange Beach** 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 Orange Beach** 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 \_\_\_\_\_, 2023.

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