

**CONTRACT DOCUMENTS &
CONSTRUCTION SPECIFICATIONS**

FOR

BID DOCUMENT NO: 2022-CC-CITY HALL ROOF PROJECT

THE CITY OF DAPHNE, ALABAMA



July 22, 2022

CITY OF DAPHNE, ALABAMA
BID DOCUMENT: 2022-CC-CITY HALL ROOF PROJECT

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ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the City of Daphne at Daphne City Hall (1705 Main Street, P. O. Box 400, Daphne, AL 36526) until 11:30 A.M. on September 1, 2022 and thereafter the same will be publicly opened for furnishing all labor and materials, and performing all Work required by City of Daphne for the following Project:

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Sixty (60) calendar days will be allowed for the completion of the Project.

The Work will consist of removing the existing bitumen roof, approximately 13,600 Square Feet, repair all areas of deterioration and install a high strength, cold process SBS modified, polyester reinforced coating system with Energy Star rated surfacing, and new membrane flashings. The roof must have a minimum of a 10 Year Warranty.

All Bids must be on blank forms provided in the Specifications and submitted in its entirety. A cashier's check drawn on an Alabama bank or a Bidder's bond, payable to City of Daphne, Alabama, for an amount not less than five percent (5%) of the amount bid, but in no event more than ten thousand dollars (\$10,000), shall be filed with the Bid. The Bidder's bond shall be prepared on the form specified and signed by a bonding company authorized to do business in the State of Alabama.

A performance bond in the form and terms approved by the City in an amount not less than the contract price will be required at the signing of the Agreement. A labor and materials bond in the form and terms approved by the City in an amount not less than the contract price insuring payment for all labor and materials shall also be required at the signing of the Agreement. In addition, the Contractor must furnish to the City at the time of the signing of the Agreement a certificate of insurance coverage as provided in the Contract Documents. The City reserves the right to reject any and/or all Bids, to waive informalities, and to furnish any item of material or work to change the amount of the Contract Price.

Liquidated damages for non-completion of the Work within the Contract Times will be assessed in accordance with the terms of the Contract.

Bids are invited from all qualified respondents. The City of Daphne is an Equal Opportunity Employer. All minority business enterprises (MBE) and disadvantaged business enterprises (DBE) will be taken into consideration.

No Bids will be considered unless the Bidder, whether resident or non-resident of Alabama, is properly qualified to submit a Bid for this Project in accordance with all applicable laws of the State of Alabama. This shall include evidence of holding a current license from the State Licensing Board for General Contractors, as required by Chapter 8, Title 34 of the Code of Alabama (1975). In addition, non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama.

In evaluating Bidders, the City will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as may be provided in the Supplementary Conditions.

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The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

The City may disqualify Bidders that have had prior demands placed on a bid bond, payment bond, or performance bond within the last five (5) years prior to the date of this Bid submission.

The City may disqualify Bidders that have prior or existing litigation arising from allegations regarding the quality of work performed on any contract within the last five (5) years prior to the date of this Bid submission.

If the Contract is to be awarded, the City will award the Contract to the lowest responsive and responsible Bidder.

No Bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of Bids without the consent of the City Council of City of Daphne, Alabama.

A mandatory pre-bid conference will be held on August 25, 2022 at 10:00A.M., at the Daphne City Hall Council Chambers, 1705 Main Street, Daphne, AL 36526. All prospective Bidders must have a representative present at the pre-bid conference.

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I. INSTRUCTIONS FOR SUBMITTAL OF BIDS/PROPOSALS

1. Bid/Proposal Forms: All bidders must use the enclosed Bid Forms and Agreements (or copies thereof to submit their Bid. **Two copies of the Bid submittal must be included** (One original and one copy is acceptable). No alternate or substitute pricing forms will be accepted. All Bid proposal responses must be typed or completed in ink. Bids submitted in pencil will not be accepted.
2. Submittal of Bids: All Bids must be submitted in sealed envelopes that are clearly marked with the Bid Document Number and Title, as shown in the Advertisement to Bid Notice. Bids must be delivered in person or by mail, no later than the specified Bid Submittal Deadline, to the following address:

IN PERSON:

CITY OF DAPHNE
Finance Department
Attention: Suzanne Henson
1705 Main Street
Daphne, AL 36526

BY MAIL:

CITY OF DAPHNE
Finance Department
Attention: Suzanne Henson
P.O. Box 400
Daphne, AL 36526

3. Electronic Transmittal of Bids/Proposals is Not Acceptable: Bid submittals delivered by fax, electronic mail, or other electronic transmittal methods will NOT be accepted as qualified Bids.
4. Late Bids/Proposals are Not Acceptable: Late Bids will not be opened nor accepted as qualified Bids.
5. Bid Instructions: Bidders are asked to retain these instructions, conditions, and specifications for future reference. This document and its attachments will become part of your contract with the City of Daphne if you are the successful bidder.
6. Inquiries: All questions regarding this Invitation to Bid should be directed to:
Suzanne Henson
Finance Department
shenson@daphneal.com

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II. GENERAL CONDITIONS

A. Purchases, Orders and Work

1. The bidder/supplier will not be paid for any payment request made until the City has inspected and approves the quality and workmanship thereof.

B. Compliance with Product Specifications Required

1. All items bid upon must meet both the general specification provided herein and the detailed specifications for that particular item as described herein.
2. If the successful bidder fails to deliver the products specified in this Bid, the City may not remit payment for such substitute items.
3. The bidder must follow the instructions below regarding the submittal of Proposals/Bids that include such exceptions or alternates.

C. Exceptions and Alternates

1. If a price is bid/quoted for a substitute or alternate brand/product (anything other than the specified brand/product), then the bidder must create a detailed list of substitute/alternate items bid/quoted on a separate page or pages entitled "EXCEPTIONS AND ALTERNATES TO SPECIFICATIONS" and must enclose such pages with your Bid/Proposal submittal, including product information about each substitute/alternate item.
 - a. Any additional information and/or documentation related to the substitute/alternate items must be clearly referenced and cross-referenced to the corresponding items with the list of "EXCEPTIONS AND ALTERNATES TO SPECIFICATIONS."
2. Samples of alternate items must be made available for review upon request by the City of Daphne and, if requested, must be delivered promptly at the bidder's expense, for such review. IF the bidder desires that the sample items should be returned, the bidder must include packaging materials and pre-paid postage for such return.
3. Samples submitted as alternates may be subjected to testing at the discretion of the City of Daphne. Bidders are responsible for all costs associated with testing of their sample products/materials.
4. The City of Daphne, in its sole discretion, will determine whether alternate items meet or exceed bid specifications. The Bid/Proposal will be disqualified if an alternate product does not meet or exceed all specifications for the specified brand/product.

D. Disqualifications of Proposals/Bids

1. Bids may be disqualified before the awarding of the contract for any reason including but not limited to the following:
 - a. Failure to deliver the Bid submittal as required;
 - b. Failure to sign and/or notarize the Bid documents;
 - c. Failure to include requested information or others details of the Bid;
 - d. Excessive errors in calculating prices or total;
2. The successful bidder/supplier will be required to submit proof of compliance with the BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Code of Alabama, and Section 31-13-9. Failure to submit any and all such documents within a reasonable period of time will constitute grounds for cancellation of the contract at the sole discretion of the City of Daphne.
3. Bids may be disqualified for any other reason that may be deemed appropriate by City of Daphne officials.

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E. Method of Award

1. While the bid award may be made to the lowest bidder meeting specifications, the City of Daphne may not award the bid based on the low bid only.
2. In the event the City's first choice of Bidding vendors refuses to accept all City terms and conditions and/or other requirements without deviation, that vendor may then be disqualified. After such disqualification, the Bid may, at the sole discretion of the City, be awarded to the City's second choice and so forth and so on.

F. Bid Proposal Shall be Binding (Contract)

1. Upon signing of an adopted award Resolution and the contract, the bidder agrees that the bidder's proposal and supporting documentation constitute a lawful and binding agreement between the City of Daphne and the successful bidder.
2. The bidder agrees that, if awarded the Bid, he/she shall furnish the products and services within this Invitation of Bid in compliance with all terms, scope of work, conditions, specifications, and amendments which are incorporated by reference as if fully set forth herein.

G. Contract Period

1. This contract is through the completion and acceptance of the project by the City.

H. Proposal Pricing

1. Bid prices are not to exceed two decimal places (i.e. \$1.23).
2. In the event of a delay in awarding the Bid, bid prices shall remain firm for sixty (60) days from the date of the Bid opening.

I. Product Quality, Guarantee, and Warranty

1. The bidder attests that the items offered shall be new, original name brand items that have never been refurbished, repaired, or remanufactured.
2. The City of Daphne reserves the right to make quality inspections of products by any means determined by the City.
3. The bidder certifies that, by submitting a bid, he/she is fully aware of the conditions of the service and purpose for which the items included in this Bid are to be purchased and certifies that his/her will meet these conditions of service and purpose to the satisfaction of the City of Daphne.
4. The successful bidder shall replace all defective materials immediately upon notification except when it is clearly shown that all defects were caused by misuse and not by faulty manufacture or installation.

J. Reservation of Rights

1. The City of Daphne expressly reserves the right to:
 - a. Waive minor deviations from specifications that do not impair overall functionality of the products
 - b. Waive any defect, irregularity, or informality in an bid procedure;
 - c. Reject or cancel any or all Bids/Proposals;
 - d. Reissue the bid invitation
 - e. Extend the bid opening time and date;
 - f. Procure any item by other means;
 - g. Increase or decrease the quantity specified in the bid invitation;
 - h. Consider and accept alternate Proposals when most advantageous to the City.

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- i. Negotiate with any bidder after proposals have been made regarding price, warranty, or any other factor being considered in this proposal.
 2. The City of Daphne reserves the right to purchase any item from any supplier who has been awarded an Alabama State bid contract or any other contracts made in accordance with and/or authorized state bid laws when applicable.
 3. The City of Daphne reserves the right to award the Bid/Proposal in any manner that is in the best interest of the City.

- K. Licenses and Permits
 1. The successful bidder must obtain a City of Daphne business license within ten (10) days after award notification.
 2. The successful bidder must all acquire all other licenses and/or permits required by local and state law.

- L. Non-Collusion

By signing the Bid Cost Sheet, the bidder certifies that:

 1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder; and
 2. Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening; and
 3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
 4. The bid proposal had been made in good faith and has not been developed or submitted pursuant to any agreement or discussion with, or inducement from, any firm of person who has submitted or is/was known to be submitting a competing bid for these items to the City of Daphne.
 5. If there is any reason for believing that collusion exists among the bidders, any and/or all proposals may be rejected. Those participating in such collusion may be barred from submitting bids on the same or other work with the City of Daphne.

- M. Alabama Immigration Law Compliance Requirements (if Applicable)
 1. Bidder/Vendor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Vendor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
 2. Vendor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, shall remain enrolled throughout the entire course of its performance hereunder, shall supply to the CITY a copy of its E-Verify Memorandum of Understanding and such other documentation as CITY may require to confirm Vendor's enrollment in the E-Verify Program and shall allow the CITY to inspect its records to confirm such compliance.

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3. Vendor agrees that it shall, not knowingly, allow any of its suppliers, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Vendor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite, or premises of CITY and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizens Protection Act, as amended. Bidder/Vendor shall require each of suppliers, or any other parties with whom it has a contact, to act in a similar fashion. If Vendor violates any term of this provision, this Agreement will be subject to immediate termination by the CITY.
4. To the fullest extent permitted by law, Bidder/Vendor shall defend, indemnify and hold harmless CITY from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Vendor's failure to fulfill its obligations contained in this paragraph.
5. The following language is required by § 31-13-9 (k) Code of Alabama 1975 to be placed in all contracts covered by the Act: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom". To the extent that there is no formal written contract between CITY and the Bidder/Vendor, such as where business is conducted by purchase order, this document shall serve as the Alabama Immigration Compliance Contract. If you have received a copy of this Proposal Document and choose to do business with the CITY, it will be deemed that you have accepted the terms even if you fail to sign and return the Agreement.

N. Conflict of Interest

No employee, officer, or agent of the City shall have any interest in the award of this contract or the bidder. The award of the contract shall be based on the lowest and most responsive bidder that meets the quality of product bid.

O. Additional Proposal Requirements, Terms, and Conditions

1. In order to submit a responsive Bid, it is important that all terms, conditions, and specifications are read and understood thoroughly.

P. Insurance

All awarded vendors who provide a labor service on City property must provide a Certificate of Insurance listing the City of Daphne as "Additional Insured" for the City's standard policy limit requirements. Worker's Compensation coverage policy will be required for all projects involving a service provided on City property. The Vendor's insurance policies will be provided at the vendor's sole expense.

- Minimum policy limits are as follows:
 - General Liability Aggregate - \$2,000,000 minimum
 - Each Occurrence - \$1,000,000 minimum
 - Automobile Liability - \$1,000,000 minimum
 - Workers Compensation-Statutory amount/limits & coverage as required by state law, Employer's Liability - \$1,000,000 minimum. Worker's compensation coverage is required.
- The following items should be listed in "Description of Operations" section of the certificate:

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- City of Daphne listed as *Additional Insured*
- *the box next to the term "Certificate Holder" must be marked*
- Agree to hold City harmless and waive right of subrogation
- Description of the applicable project/work performed for insurance coverage clarification
- In addition, the company name you list on the Certificate must be the same company name on the invoice billed to the City and on the check issued by the City. Listing a D/B/A on the Certificate is acceptable.
- Vendor is responsible for any deductible clause in policy.

Q. Safety And Health Regulations For Construction

The contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). These regulations have not been reproduced in these documents but are deemed included in the Contract as though herein written out in full. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods and for any damage, which may result from their failure of their improper construction, maintenance or operations.

R. Public Convenience And Safety

No attempt will be made to restrict work hours of the Contractor's operations, but he/she is reminded that it will be necessary to arrange his work schedule to provide the least inconvenience to the public.

All safety precautions shall be in accordance with the National Manual on Uniform Traffic Control Devices, with particular emphasis on Part VI. The Contractor alone is responsible for safety during the period covered by the Contract for Construction.

S. Permits, Certificates, And Licenses

The Contractor must provide, at his expense, all necessary permits, certificates, and licenses required for the lawful execution of his work on this project.

T. Vendor Requirements

1. Vendor must have been in business for **5+ years and state the number of years in business on the reference submittal sheet.**
2. Vendor must submit (with the bid submittal) at least three (3) references for work done in established business offices – NOTE: consideration will be given for experience work with municipalities and working around business hours – afternoon & night hours and Saturday & Sundays.
3. BIDDER QUALIFICATIONS : The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

U. Labor And Materials Not To Be Furnished By City Of Daphne, Alabama

The City of Daphne, Alabama, will not furnish any labor, material, or supplies unless specifically provided in the Contract Documents.

V. Guaranty And Insurance

Security is required to insure the execution of the Contract and bond for performance of the services, and

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no Bid will be considered unless it is so guaranteed. The Bidder must furnish with its Bid a guaranty bond or cashier's check drawn on an Alabama bank payable to the City of Daphne, Alabama, in the amount of 5% of its Bid price, but in no event more than ten thousand dollars (\$10,000). Cashier's checks or bid bonds, will, at the option of the Owner, be paid into the funds of City of Daphne, Alabama, as liquidated damages upon failure of the successful Bidder to execute the Agreement and furnish the performance bond, labor and materials bond, and insurance coverages as hereinafter required, within ten (10) consecutive calendar days following written notice of the award of the Contract.

W. Bonds And Insurance

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and amounts of required bonds and insurance policies.

A performance bond in the form and terms approved by the CITY in an amount not less than the contract price will be required at the signing of the contract. A labor and materials bond in the form and terms approved by the CITY in an amount not less than the contract price insuring payment for all labor and materials shall also be required at the signing of the contract. In addition, the Contractor must furnish to the CITY at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. The right is reserved to reject any and/or all bids, to waive informalities, and to furnish any item of material or work to change the amount of said Contract.

X. Liquidated Damages

Contractor and City recognize that time is of the essence and that City will suffer financial loss if the Project is not completed within the time specified herein, plus any extensions thereof allowed in accordance with this Contract and the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Project is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City \$250.00 per calendar day for each day thereafter beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. The City shall deduct said sum or sums from any funds due the Contractor under this Contract for any and all invoices.

It is further agreed that the above-described liquidated damages are not a penalty, but funds due to reimburse the City for significant inconvenience, extra costs, and damages incurred by City and the general public due to delays in the completion of the Project. The Parties hereby agree that the amounts of such stated liquidated damages incurred by reasonable estimates of the costs that may be accrued by the City. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor. The collection of liquidated damages by the City shall not constitute an election or waiver by the City of recovery of additional non-delay related damages from the Contractor.

Y. Computation of Times

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. Notwithstanding anything to the contrary in the foregoing, the calculation of

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calendar days for purposes of determining liquidated damages shall not be subject to the provisions of this contract, as weekends and legal holidays shall be counted as calendar days for purposes of calculating liquidated damages.

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III. SPECIFICATIONS

1.01 SUMMARY OF WORK

The Work will consist of removing the existing bitumen roof, approximately 13,600 Square Feet, repair all areas of deterioration and install a high strength, cold process SBS modified, polyester reinforced coating system with Energy Star rated surfacing, and new membrane flashings.

1.02 SPECIFICATION QUESTIONS

1. All questions shall be submitted by typewritten "Request For Information" (RFI), to;
Kathryn McDonald, Facilities Supervisor
26435 Public Works Road
Daphne, AL
Phone: (251) 620-2100
Fax: (251) 653-5803
Email: kmcdonald@daphneal.com
2. RFI shall contain the following information.
 - a. Date
 - b. Company Name (Bidding entity only, not subcontractors or suppliers)
 - c. Technical question.
 - d. Company Representative Typewritten Name & Signature
 - e. Company Representative's Phone Number, Email & Fax.
3. Any necessary clarifications shall be sent by Addendum to all Plan holders.

1.03 QUALITY ASSURANCE

1. INSPECTIONS

Before any material applications are made, the Owner's Representative and the roof system manufacturer shall be available to insure complete understanding of the specifications. At least two days per week, inspections are to be performed by a full time employee of the roof system manufacturer, including inspection reports detailing the progress of the Project. Examine substrate and conditions under which work is to be performed. Do not proceed with the installation until unsatisfactory conditions have been corrected. A final inspection shall be conducted by the Owner's Representative, Contractor's Representative and the roof system manufacturer's representative upon being notified of completion of specified work and cleanup.

2. PROTECTION

- A. Protect the completed roof system as required in order that the design criteria is met.
- B. Protect all adjacent surfaces from possible spillage, marring or staining in the process of installation.

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3. WORKMANSHIP

A. All work shall be done in accordance with the specifications cited herein and shall be equal to the best practices of the trade.

B. Correction of fabrication errors in field will not be permitted.

4. MEASUREMENTS

The bidding contractors shall be solely responsible for the accuracy of all measurements, and for estimating the material quantities required to satisfy these specifications.

5. WARRANTY

A two (2) year Warranty shall be provided by the Contractor on work as specified, which shall commence from the date of acceptance. This guarantee shall cover any and all defects in the workmanship and materials. This warranty is exclusive of:

1. Physical damage by the Owner and/or other trades.
2. "Acts of God" - fire, civil commotion, natural catastrophes or vandalism.
3. Defects and/or failure in structural frame, walls or foundation.
4. A ten (10) year warranty will be provided by the manufacturer, covering materials and workmanship of roof assembly. A maintenance inspection in Year 5 shall be performed at no charge by Manufacturer.

1.04 DELIVERY, STORAGE AND HANDLING

1. All materials shall be delivered in the manufacturer's original containers. The container shall be sealed and display the manufacturer's original label(s).
2. All materials shall be stored in a cool, dry, shaded area during hot weather and in a dry, heated area during cold weather. Roll goods and granules shall be stored in a clean, temperature controlled area. Any materials exposed to the elements shall be elevated above ground level and covered by a tarpaulin. Materials must not be exposed to excessive moisture, heat or direct flame.
3. Materials shall be handled so as to minimize damage or contamination with moisture or foreign matter. Solvent based materials are combustible. Keep containers closed when the materials are not in use. Follow all applicable MSDS recommendations when handling and/or applying these materials.

1.05 CONTRACTOR'S INSTRUCTIONS

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The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act throughout the duration of the specified work. All local and state safety regulations shall be followed.

1.06 WORKMANSHIP

All workmen shall be thoroughly experienced in the particular trade or class in which they are employed. All work shall be done in accordance with specifications covering the class or type of work and shall meet the approval, in the field, of the building Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications on the job site at all times.

1.07 CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of buildings, floors, windows, ladders and other finished surfaces.

1.08 JOB CONDITIONS

1. Roofing materials shall not be applied during inclement weather and the installation shall not proceed in the event that precipitation is probable during application.
2. Mastics shall be stored at room temperature until immediately prior to use when the ambient temperature is 40°F or below, including wind chill. Discontinue the application of mastics if the material can not be stored at temperatures which permit even distribution during application.
3. Although spray applications are not recommended due to "spider-webbing" and special pumping/warming equipment requirements, it may be done. When spraying, precautions shall be taken to prevent overspray from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care shall be exercised to avoid inhaling spray mist. Precautions shall be taken to ensure adequate ventilation.
4. The completed roof system must be protected from foot traffic until fully cured.

PART 2: MATERIALS

2.01 PRODUCTS

1. A single manufacturer shall provide all products specified, so that no portion of the Roof System shall fall outside of manufacturer's Warranty coverage.

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2. Provide restoration systems equal to The Garland Company's Fluid-Applied Restoration System as the minimum standard of performance. Alternate manufacturers requesting approval shall provide the following information in the format provided by 1.02 "Specification Questions";

- a. Data Sheets showing compliance with Specification.
- b. Company Letter stating agreement with Quality Assurance requirements of Specification.
- c. References: Provide at least one reference project using the Restoration System meeting specification requirements, within a 50 mile radius of the Project Site and available for inspection. Provide Building Name, Contact Name, Phone Number and Address.
- d. Provide all Alternate Submittal information seven (7) days prior to Bid Date.

3. Products shall meet the following characteristics;

MASTICS & SEALANTS

1. Asphalt Primer, Water-Based

- a. Density, ASTM D2939 @77F: 7.9 lbs/gal
- b. Viscosity, Brookfield RVT #2, 50 RPM: 200-400 cP
- c. Base: Water-base, VOC compliant.
- d. Wet Film Thickness ½ gal/sq: 8 mils

2. Asphalt Mastic

- a. Density, ASTM D1475 @77F: 8.3 lbs/gal
- b. Viscosity, Mobilimeter, 1500g: 7 seconds
- c. Base: Solvent-base, VOC compliant.
- d. Recycled Content, Post Industrial: 5.60%

3. Polyurethane Sealant, Single Component

- a. Tensile Strength, ASTM D412 150 psi
- b. Ultimate Elongation, ASTM D412 700%
- c. Adhesion-in-Peel, ASTM C920 25 pli d.100% Modulus ASTM C719 50 psi

4. SEBS Asphalt Sealant

- a. Density, ASTM D1475 @77F: 8.25 lbs/gal
- b. Elongation, ASTM D412, 14 day cure: 800%
- c. Viscosity, Brookfield RVT #7, 2.5 RPM: 400,000-600,000 cP
- d. Base: SEBS modified asphalt

MEMBRANES

5. Polyester Reinforcing Scrim

- a. Tensile, ASTM D1682: 75.3 lbs
- b. Elongation, ASTM D1682: 44.25%
- c. Tear Strength: 17.4 lbs
- d. Mullen Burst, ASTM D3786 139 lbs

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6. SBS TorchBase Sheet

A. Sheet Characteristics: ASTM D-5147, 2 in. /minute, M or CMD @ 77o F.

1. Tensile Strength: 210 lbf. per inch.
2. Tear Strength: 250 lbf. per inch.
3. Elongation: 4%
4. Thickness 110 Mils

7. SBS Flashing Membrane, Torch Grade

A. Sheet Characteristics: ASTM D-5147, 2 in. /minute, M or CMD @ 77o F.

1. Tensile Strength: 210 lbf. per inch.
2. Tear Strength: 250 lbf. per inch.
3. Elongation: 4%
4. Low Temperature Flex: -10o F.
5. Thickness 195 Mils

8. Fiberglass Mesh, SBR Coated

A. Sheet Characteristics

1. Tensile Strength, per 1 in width: Warp/Filling Threads 75 min.
2. Thickness 8 Mils

COATINGS

9. Emulsion Coating

- a. Density, ASTM D2939 @77F: 8.6 lbs/gal
- b. Viscosity, ASTM D562 @ 77F: 120-150 K.U
- c. Base: Water-based, VOC compliant.
- d. Wet Film Thickness @6 gal/sq: 96 mils

10. Aluminum Coating

- a. Density, ASTM D1475 @77F: 7.9 lbs/gal
- b. Wet Film Thickness @1 gal/sq: 16 mils
- c. Reflectivity 74%

11. White Coating, Energy Star Rated

- a. Density, ASTM D1475 @77F: 12 lbs/gal
- b. Elongation, ASTM D2370: 250% min.
- c. Tensile Strength, ASTM D2370: 250 psi min.
- d. Wet Film Thickness @2 gal/sq: 32 mils
- e. SRI 101

MISCELLANEOUS

12. Cementitious Deck Repair Material: "PyraFill" or equal.

PART 3 EXECUTION

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3.01 COORDINATION WITH OWNER'S REPRESENTATIVE

Upon notice of bid award, contractor must coordinate with Owner, for (but not limited to) the following:

1. Appropriate set up areas.
2. Appropriate start times and dates.
3. Administration of safety orientation programs.
4. Coordination with other trades or personnel, who may be involved with, or require access to, the roof section.

3.02 CLEANING AND SURFACE PREPARATION

1. All defects such as deteriorated roof decks, saturated insulation board, etc., must be repaired or replaced prior to the application of the coating system.
2. The existing roof should be thoroughly cleaned with commercial roof cleaning equipment or pressure washer, to remove loose coating.
3. All roof surfaces must be clean, dry and free of loose dirt, dust and debris prior to the application of repair materials.
4. All cracks, holes, blisters and tears must be repaired with Asphalt Mastic and Fiberglass Mesh prior to the application of coating(s). All flashing and edge details should be repaired as required.
5. Due to fire hazards, in the event that flashing repairs or replacements are to be performed with heat or torch applied materials, this operation must be executed prior to the application of any solvent based materials.

3.03 DECK REPAIRS

1. Remove all areas of deteriorated decking, and provide form material as needed. Protect interiors from wet-pour materials.
2. Mechanically fasten rosin sheet and asphalt-coated 75# base sheet over nailable decks, sliding base sheets underneath original roof system.
3. Apply Asphalt Primer to roof membranes at ½ gal/sq.
4. Apply 2ply TorchBase and Flashing Membrane lapping each layer 3" successively.

3.04 METAL EDGE STRIPPING PLIES

1. Remove existing stripping plies at Metal Edge.

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2. Prime Metal Edge Flange with Asphalt Primer at a rate of ½ gal./sq.
3. Apply 2ply TorchBase and Flashing Membrane lapping each layer 3” successively.
4. Apply continuous application of SEBS Asphalt Sealant at gravel-guard lip.

3.05 SOIL VENTS

1. Remove existing stripping plies.
2. Prime Metal Flange with Asphalt Primer at a rate of ½ gal./sq.
3. Apply 2ply TorchBase and Flashing Membrane lapping each layer 3” successively.

3.06 MEMBRANE FLASHINGS

1. Remove existing Membrane Flashings at Walls and Curbs.
2. Remove loose mastics and coatings from the substrate for new Membrane Flashings.
3. Apply Asphalt Primer to substrate for new Membrane Flashings, at ½ gal/sq.
4. Install TorchBase Membrane to minimum 8” flashing height, fully adhered to substrate.
5. Install SBS Flashing Membrane to minimum 8” flashing height, fully adhered to TorchBase.
6. Trowel edges of side laps to provide smooth transition.
7. Reinforce side laps with Polyester imbedded into and coated over with Emulsion Coating applied at 3 gallons per square per coat.
8. Coat new Membrane Flashing with the specified Surfacing.

3.07 BLISTER REPAIR

1. Cut unbonded plies and nail into deck.
2. Apply Asphalt Primer to roof membrane.
3. Apply 2ply TorchBase and Flashing Membrane lapping each layer 3” successively.

3.08 MEMBRANE DEFECTS

1. Remove any unbonded membranes. Apply a coat of Asphalt Mastic to the area to be repaired extending a minimum 8 inches beyond the split on all sides.

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2. Embed a six (6) inch strip of Fiberglass Mesh into the Asphalt Mastic and brush or roll into place to ensure proper embedment.
3. Top dress the repair with Asphalt Mastic.

3.09 PONDING AREAS

1. Ponding areas shall receive manufacturer's coal tar modified membrane meeting specification, fully adhered to substrate in polyether adhesive.
2. Apply one coat of bleedblocker coating atop coal tar membrane.
3. Install reinforced coating application as specified.

3.10 INSTALLATION OF REINFORCED COATING SYSTEM

1. Apply Asphalt Primer over the roof surface at a rate of one (1) gallon per 100 ft². Permit the primer to dry completely before installing the Coating System.
2. Apply the first coating of Emulsion Coating at a rate of three (3) gallons per 100 ft².
3. Immediately embed a full 39" roll width of the Polyester Scrim into the wet Coating and brush or roll firmly into place. Perform continuous brooming from center to edge to ensure no wrinkling.
4. Apply a second coat of Emulsion Coating over the Polyester fabric at a rate of three (3) gallons per 100 ft². Continue across the field of the roof in similar fashion lapping each successive full width roll of Polyester fabric a minimum of 4" ensuring that an adequate amount of Coating is always present in between the Polyester overlaps.
5. Install the membrane system up onto the vertical flashing surfaces restored as outlined previously in this specification.
6. Allow the system to cure approximately 48 hours until it is tack free and will support foot traffic without deformation.

3.11 SURFACING

1. Apply White Coating in a two coat pass at a rate of 1 gallon per square per coat for a total coverage rate of 2 gallons per square.

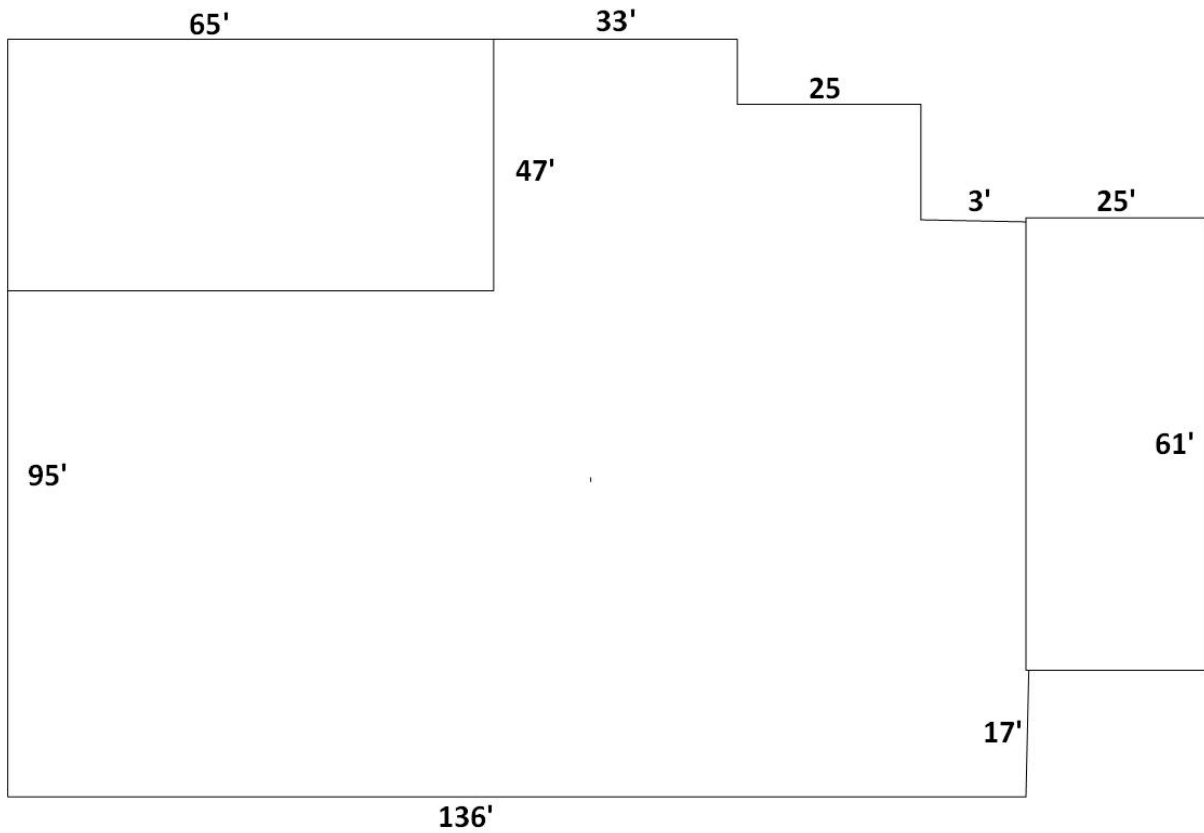
3.12 COUNTERFLASHINGS

1. All membrane flashing shall receive Metal Counterflashings minimum 2" coverage.
2. Provide metal skirts as needed to provide the specified counterflashing coverage.

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END OF SECTION

IV. TECHNICAL



**the above diagram is based on rough measurements, contractors shall verify prior to bid submittal.*

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V. BID COST SHEET

Instructions: Complete and sign this form and place on top of your submittal. Submit two (2) copies of this form (One original and one copy is acceptable).

- 1) Sixty (60) calendar days will be allowed for the completion of the project.
- 2) The Work will consist of removing the existing bitumen roof, approximately 13,600 Square Feet, repair all areas of deterioration and install a high strength, cold process SBS modified, polyester reinforced coating system with Energy Star rated surfacing, and new membrane flashings. 10 Year Warranty.
- 3) All erosion control items and best management practices needed or required by or for the work shall be included in the incidental to the lump sum price of the contract.

Bidder understands that the Owner reserves the right to reject any and all Bids.

SALES TAX ACCOUNTING

Pursuant to Code of Alabama (1975 Section 40-9-14-1), the Contractor accounts for the sales tax NOT included in the bid proposal form as shown below.

BID DOCUMENT COST SHEET-BASE BID					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED BID AMOUNT
1	Modified Bitumen Roofing System (13,6000 Sq. Ft (+/-) area				
2	R & R damaged sub-roof decking				
3	Apply cold adhesive w/glass felt				
4	R & R - ISO board minimum 4"				
5	R & R – Wall & curb flashing				
6	R & R – All roof drains/pans				
7	R & R – Drip edges/flushing				
8	Debris & material disposal				
TOTAL AMOUNT BID-BASE BID					

SALES TAX EXEMPTION INFORMATION BELOW MUST BE INCLUDED WITH BID SUBMITTAL:

A. Total Project Bid Amount: \$ _____

B. Labor Cost:\$ _____

C. Material Cost:\$ _____

Company Name: _____

**CITY OF DAPHNE, ALABAMA
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VI. SIGNATURE SUBMITTAL SHEET

INSTRUCTIONS: COMPLETE, SIGN, AND NOTARIZE THIS PAGE; PLACE IT DIRECTLY BEHIND THE BID COST SHEET.

AGREEMENT: The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments within this Bid which is incorporated by reference as if fully set forth herein. The undersigned further agrees to honor the prices, attached hereto, throughout the specified term of this agreement.

The following language is required by § 31-13-9 (k) Code of Alabama 1975 to be placed in all contracts covered by the Act: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

AGREED, BY:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

E-MAIL: _____ FED ID#: _____

TELEPHONE NUMBER: _____ MOBILE PHONE NUMBER: _____

Name of Authorized Company Official (Print or Type)

Signature

Authorized Official's Title (Print or Type)

Date

NOTARY:

Sworn to and subscribed before me this ____ day of _____, 20____

Notary's Name (Print or Type)

Signature of Notary Public

My commission expires on _____ (Date).

CITY OF DAPHNE, ALABAMA
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VII. OTHER REQUIRED SUBMITTAL DOCUMENTS - E-Verify / Immigration Law Compliance and Bonds

The City of Daphne, AL is required to comply with the provisions of the new Alabama Immigration Law. Compliance requirements for all cities in the State of Alabama became effective January 1, 2012 and updated in July 2012. The requirements flow down to all contractors, vendors under Bid Contract and grantees doing business with the City of Daphne and are employing one or more employee(s) in the State of Alabama. If you are awarded a contract with the City of Daphne, AL, awarded incentives or grants, or if you wish to continue to do business with the City of Daphne, AL under a current contract and wish to receive funds from the City of Daphne, AL you must complete and submit the following within 10 business days:

If your organization/entity does NOT employ one or more employees in the State of Alabama, please complete Part I of the attached form stating such along with a W-9:

1. Submit an updated W-9 Form (attached)
2. Status of Immigration Law Compliance (PART I only, attached)

If your organization/entity DOES employ one or more employee(s) in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (attached)
2. Proof of enrollment in E-Verify for Immigration Law Compliance:

An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU). To enroll in E-Verify, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees: <https://www.e-verify.gov/> Go to the E-Verify Home Page to initiate enrollment. Once ALL of the steps to enroll are completed, a signed copy of your MOU that includes your E-Verify assigned Company ID Number will be available for you to export.

If you have SUBCONTRACTORS, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Proof of Immigration Law Compliance Form. You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. *You are not required to submit the subcontractor proof to the City of Daphne, AL. However, the City reserves the right to request evidence of your subcontractors' compliance at any time.*

These requirements are a condition for doing business with the City of Daphne, AL and for receiving any funds from the City of Daphne, AL. ***MAINTAIN COPIES OF ALL DOCUMENTS FOR AUDIT PURPOSES.***

If you DO NOT employ one or more employee(s) in the State of Alabama, submit an updated W-9 and complete PART I of the attached Proof of Immigration Compliance Form. If you DO employ one or more employee(s) in the State of Alabama, please submit the required proof of enrollment and W-9 Form as identified on the previous page. Please submit the requested documentation with your bid submittal to the City of Daphne, AL's address below:

City of Daphne, AL
Attention: Suzanne Henson
1705 Main Street / P. O. Box 400
Daphne, AL 36526

CITY OF DAPHNE, ALABAMA
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PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).

NOTE: signature page is considered proof of enrollment.

Part 1 - (Complete if you do NOT employ one or more employees in Alabama)

State of _____

County of _____

I certify in my capacity as _____ (your position) for
_____ (name of contractor or grantee)

that contractor or Grantee does not employ one or more employees in the State of Alabama. I further certify that should my status change and I am required to comply that I will submit all required documents to the City of Daphne, AL. I have read the E-Verify Requirements and swear and affirm that it is true and correct.

Authorized Signature

CITY OF DAPHNE, ALABAMA
BID DOCUMENT: 2022-CC-CITY HALL ROOF PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as Principal, and _____ (Name of Surety) _____ as Surety, are held and firmly bound unto

OWNER

As Obligee in the full amount and just sum of five percent (5%) of amount bid, (Maximum Amount of bond \$10,000) 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 consideration by the owner for the project:

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The condition of this obligation is such that:

If the aforesaid Principal shall be awarded the contract and 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 will be void: otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed ten thousand (\$10,000.00) dollars. If no other bids are received, the full amount of the proposal guaranty shall be retained and/ or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20_____.

_____, Doing Business As, _____
(Business Name)

Business Mailing Address: _____

(Corporate Principal Sign Here)

Attest: _____

_____ BY: _____

(Surety Sign Here)

Attest: _____

COUNTERSIGNED: BY: _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

CITY OF DAPHNE, ALABAMA
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PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert here the name and address or legal title of the Contractor)

_____ hereinafter called the Principal, and
(Insert here the name and address or legal title of one or more Sureties)
_____ and
_____ and

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

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a Contract with the Owner for _____ which agreement is by reference made a part hereof.

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

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

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

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 20____.

(Individual Principals Sign Here) _____

Witnesses: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

(Corporate Principal Sign Here)

Attest: _____

_____ BY: _____

(Surety Sign Here)

Attest: _____

COUNTERSIGNED: BY: _____

CITY OF DAPHNE, ALABAMA
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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 Daphne, Alabama (Hereinafter called the "Obligee") in the penal 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, personal representatives, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee dated: _____ (Hereinafter called the "Contract")
for the construction of:

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which contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if 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, feedstuffs 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, and for the payment of reasonable attorney fees,
incurred by the claimant or claimants in suits on said bond, 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, feed-stuffs 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 Principal and Surety
or either of them (but not later than one (1) 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 designate and appoint _____ (To be filled in by Surety
Company) as the agent of each of them to receive and accept service of process or other pleading issued or filed in any
proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal
and/or Surety.
- c. The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or
Employer's Liability Statute.
- d. In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or
proceeding thereon that is instituted later than one (1) 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.

(WITNESS)

(CONTRACTOR)

BY: _____

TITLE: _____

CITY OF DAPHNE, ALABAMA
BID DOCUMENT: 2022-CC-CITY HALL ROOF PROJECT

(WITNESS)

(NAME OF SURETY)

COUNTERSIGNED:

By: _____

TITLE: _____

Resident Agent

CITY OF DAPHNE, ALABAMA
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VIII. RAIN CHART

<u>Amount of Rain during 24 Hour Period</u>	<u>Allowance for April 1 through October 31</u>
0" - 0.99"	None
1" - 1.99"	1 Days
2" and above	2 Days

<u>Amount of Rain during 24 Hour Period</u>	<u>Allowance for November 1 through March 31</u>
0" - 0.25"	None
0.26" - 0.50"	1 Day
0.51" - 1.00"	2 Days
1.01" - 1.99"	3 Days
2.00" and above	4 Days

CITY OF DAPHNE, ALABAMA
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IX. CONTRACT

THIS SERVICE CONTRACTOR AGREEMENT (this "Agreement") is made and entered into by and between the City of Daphne, a municipal corporation of the State of Alabama (the "City"), and _____, a _____ (the "Contractor"). The City and Service Contractor are sometimes referred to individually as a "Party" and collectively as the "Parties." Upon and in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. Statement of Work Performed:

The Work will consist of removing the existing bitumen roof, approximately 13,600 Square Feet, repair all areas of deterioration and install a high strength, cold process SBS modified, polyester reinforced coating system with Energy Star rated surfacing, and new membrane flashings. The roof must have a minimum of a 10 Year Warranty.

ARTICLE 2. Terms of Conditions:

This contract is through the completion and acceptance of the project by the City. Sixty (60) calendar days will be allowed for the completion of the Project. Liquidated damages for non-completion of the Work within the Contract Times will be assessed in accordance with the terms as specified in the General Terms.

ARTICLE 3. Contract Sum:

The bidder/supplier will not be paid for any payment request made until the City has inspected and approves the quality and workmanship thereof.

ARTICLE 5. Termination of the Contract:

This Contract shall be effective and commence immediately upon the written notice to proceed of the CITY Facilities Director and with the full execution of this contract, and the same shall terminate upon the satisfactory completion of all items of work. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.] The Owner shall not make payment to the Service Contractor for any profit or damages resulting from terminating the Agreement.

ARTICLE 6. Contract Documents:

The contract documents consist of the Agreement, General Conditions of the Contract, and the Specification (all of which are bound in the Bid Document), Addenda issued prior to the execution of the Agreement, the Service Contractor's proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Agreement as if attached to this Agreement or repeated herein.

ARTICLE 7. Insurance:

For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Daphne as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- ❖ Minimum policy limits are as follows:
 - General Liability Aggregate - \$2,000,000 minimum
 - Each Occurrence - \$1,000,000 minimum
 - Automobile Liability - \$1,000,000 minimum

CITY OF DAPHNE, ALABAMA

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- Workers Compensation-Statutory amount & coverage as required by state law, Employer's Liability - \$1,000,000 minimum

- ❖ The following items should be listed in "Description of Operations" section of the certificate:
 - City of Daphne listed as *Additional Insured*
 - *the box next to the term "Certificate Holder" must be marked*
 - Agree to hold City harmless and waive right of subrogation
- ❖ Description of the applicable project/work performed for insurance coverage clarification
 - *In addition, the company name you list on the Certificate must be the same company name on the invoice billed to the City and on the check issued by the City. Listing a D/B/A on the Certificate is acceptable.*
 - Contractor is responsible for any deductible clause in policy.

ARTICLE 8. Miscellaneous Provisions:

Breach of Contract. In the event of any breach or apparent breach by Service Contractor of any its obligations under the terms of this Agreement, and in the further event that the City shall engage the services of any attorney to protect or enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorney's fees and expenses which the City may incur with respect to the City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

Indemnification. The Contractor shall indemnify and hold harmless City of Daphne and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable. In any and all claims against City of Daphne or any of their agents or employees, by any employee of the Contractor, directly or indirectly employed by him/her, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Bidder or under the Workers' Compensation Acts, Disability Benefits Acts or other employee benefits acts.

Entire Agreement. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Alabama, and appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Daphne, Alabama.

Licenses, Permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurance necessary in order to abide by the terms of this Agreement.

No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

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Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

Assignments. The Service Contractor shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without written consent of City of Daphne. In case the Contractor assigns all or any part of any monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this Agreement.

Open Trade: Service 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. (Ala. Code § 41-16-5)

IN WITNESS WHEREOF, the Parties, or their duly authorized officers, have executed this agreement the day and date first written above.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2020

By: _____
CONTRACTOR

Mayor

Business Address

ATTEST:

Sworn to and subscribed before me this
_____ day of _____, 2020.

City Clerk

Notary Public

Date Signed: _____

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X. CONTRACTOR REFERENCES

Bidders shall include this form completed in its entirety with its Bid.

The following information is required from all Bidders so all statements of qualification may be reviewed and properly evaluated. In evaluating Bidders, City will consider the qualifications of Bidders. The City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The City may disqualify Bidders that have had prior demands placed on a bid bond, payment bond, or performance bond within the last five years prior to the date of this bid submission. City may disqualify Bidders that have prior or existing litigation arising from allegations regarding the quality of work performed on any contract within the last five years prior to the date of this bid submission. If the Agreement is to be awarded, City will award the Agreement to the Bidder whose Bid is in the best interests of the Project.

PLEASE LIST Three (3) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

# of Years in Business:		
Business Reference #1		
Name of Organization:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:		
E-Mail:		
Describe the business relationship and the type of project:		
Business Reference #2		
Name of Organization:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:		
E-Mail:		
Describe the business relationship and the type of project:		
Business Reference #3		
Name of Organization:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:		
E-Mail:		
Describe the business relationship and the type of project:		

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XI. SALES TAX EXEMPTION REQUIREMENTS AND PROCEDURE

An estimate of sales and use tax savings must be accounted for on the bid proposal. Failure to provide the estimated sales and use tax savings may render the bid as non-responsive. Other than determining responsiveness of the bid, sales and use tax accounting shall not affect the bid pricing nor shall be considered in the determination of the lowest responsible and responsive bidder.

BACKGROUND

Alabama Department of Revenue Rule 810-6-3.69.02(2010) exempts certain payment of state, county, and municipal sales and use taxes by the contractor or subcontractor on tangible personal property to be incorporated into the realty pursuant to a contract with a municipal corporation such as the City of Daphne. All tax exempt purchases shall be in accordance with the laws of this state and the Alabama Department of Revenue. It is the sole responsibility of the successful contractor to make the necessary inquiries and determinations as to what materials or items of tangible personal property to be incorporated into the project qualify as tax exempt in the opinion of the Alabama Department of Revenue. Unless otherwise noted, the project will be bid and administered in compliance with the State of Alabama Act 2013-205, Certificate of Exemption from Sales and Use Tax for Governmental Entities, regarding sales and use taxes. Sales and use taxes shall not be included in the bid. When applicable, all business entities entering into construction contracts with the City of Daphne, Alabama, will comply with the requirements of Section 40-9-14.1 of the Alabama Code: (<http://alisondb.legislature.state.al.us/alison/codeofalabama/1975/40-9-14.1.htm>)

PROCEDURE

The Contractor shall be responsible for obtaining a certificate of exemption from the Alabama Department of Revenue for purchases of materials and other tangible property made part of the project. Any subcontractors purchasing materials or other tangible personal property as part of the project shall also be responsible for obtaining a certificate of exemption.

Each contractor and subcontractor must make application for qualification of the Sales and Use Tax exemption using Alabama Dept. of Revenue Form ST: EXC-01 for each tax-exempt project. The application is available on the Alabama Department of Revenue's website at <http://revenue.alabama.gov/salestax/ST-EXC-01.pdf>. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O. Box 327710, Montgomery, AL 36132-7710.

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, Sales and Use Tax Certificate of Exemption for Government Entity Projects, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Contractors and sub-contractors for qualifying projects will be required to file monthly consumer use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases, on one return. These returns must be filed through the Alabama Department of Revenue's online tax return filing and payment portal, "My Alabama Taxes" (<https://mvalabamataxes.alabama.gov>).

SALES TAX ACCOUNTING: Pursuant to Code of Alabama (1975 Section 40-9-14-1, the Contractor accounts for the sales tax NOT included in the bid proposal form as show on the Proposal Sheet.

SALES TAX EXEMPTION INFORMATION BELOW MUST BE INCLUDED WITH BID SUBMITTAL:

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- A. Total Project Bid Amount: \$ _____
- B. Labor Cost:\$ _____
- C. Material Cost:\$ _____