

SPECIFICATIONS

For

CITY ENTRYWAY SIGNS

FOR

THE CITY OF GUNTERSVILLE, ALABAMA

Prepared by:

City of Guntersville
341 Gunter Av.
Guntersville, Alabama 35976
(256) 571-7564

REVISION	STATUS	DATE

SECTION 00-1113

INVITATION TO BID

Owner: City of Guntersville
Owner's representative: Dwain Elder, phone (256) 571-7564

The City of Guntersville (Owner) invites qualified bidders to submit proposals for construction of four Entryway Signs located in **The City of Guntersville, Alabama**. All material, equipment, vehicles, services and labor, whether specifically set forth in bid documents or not, which are necessary for the completion of all work, protection of adjacent property and buildings, removal of debris and remediation of the building site, shall be included in the bid, including providing temporary electrical service for construction activities and potable water service and portable toilet facilities for the contractor's employees.

Bidder(s) must be Alabama licensed contractors per Alabama licensing law: Chapter 8 of title 34, Code of Alabama, and must hold a current license. If subcontractor(s) are used, they must also comply with requirements of all Alabama Licensing Laws.

Electronic copies of Bid Documents, including specifications and drawings, may be obtained by contacting the City of Guntersville, Building Dept. These electronic copies may be obtained beginning **May 30, 2018**, at the Guntersville Municipal Building (during normal business hours).

Sealed bids will be received at the Guntersville City Hall, Building Department, on or before **2:00 P.M. on June 28, 2018**. Bids received after this time and date will not be considered. Sealed envelopes containing the bids shall bear the following endorsement: "Guntersville City Entryway Signs". The envelope must also contain the name of the bidding organization and his/her current license number. Bids must be on the proposal form included with the bid documents and must contain the following to be considered:

1. Signature(s) of company representative(s) qualified to bind contract.
2. The contractor's Alabama Contractor license number.

Unsolicited alternates will not be considered in the bid evaluation for low bidder on this project, but they can be included as separate attachments to the proposal form.

Bids shall be opened publicly by the Owner. The Owner reserves the right to hold the bids for seven days after the bid opening date to evaluate the bids and determine the lowest qualified bidder before making an award. The Owner also reserves the right to reject any or all bids, or portion thereof, and to waive any defect or technicality if, in the Owner's judgment, the best interest of the Owner will thereby be promoted. The owner assumes no responsibility to compensate or indemnify the bidders for any expense incurred in the preparation of their bid. Bids must be valid for ninety (90) days after the bid opening.

The work shall commence on **July 10, 2018** and should be completed no later than

October 20, 2018.

All work shall be performed in strict conformance with applicable State and Federal laws and regulations, including the Occupational Safety and Health Regulations (OSHA).

END OF SECTION

SECTION 00-1300

CONTRACTOR'S and SUBCONTRACTOR'S INSURANCE

A. GENERAL

(1) RESPONSIBILITY. The contractor shall be responsible to the Owner from the time of the signing of the Construction Contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the owner of the property.

(2) INSURANCE PROVIDERS. Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insured(s) or group self-insured(s), a specific excess insurer providing statutory limits) must have a Financial Strength Rating of "A-" or better and a financial size category (FSC) rating of Class V or larger.

(3) NOTIFICATION ENDORSEMENT. Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

(4) INSURANCE CERTIFICATES. The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the Owner an insurance certificate(s) acceptable to the Owner and listing the Owner as the certificate holder. The insurance certificate(s) must be delivered to the Owner with the Construction Contract and Bonds for final approval and execution of the Construction Contract. The insurance certificate must provide the following:

- (a) Name and address of authorized agent of the insurance company
- (b) Name and address of insured
- (c) Name of insurance company or companies
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)

- (g) Limits of Liability
 - (h) Name and address of Owner as certificate holder
 - (i) Project Name and Number, if any
 - (j) Signature of authorized agent of the insurance company
 - (k) Telephone number of authorized agent of the insurance company
 - (l) Mandatory thirty day notice of cancellation / non-renewal / change
- (5) **MAXIMUM DEDUCTIBLE.** Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$25,000.00.

B. INSURANCE COVERAGES

Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

(b) Employer's Liability Insurance limits shall be at least:

- .1 Bodily Injury by Accident - \$1,000,000 each accident
- .2 Bodily Injury by Disease - \$1,000,000 each employee

(2) COMMERCIAL GENERAL LIABILITY INSURANCE

(a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
.1 General Aggregate	\$2,000,000.00 per Project
.2 Products, Completed Operations Aggregate	\$2,000,000.00 per Project
.3 Personal and Advertising Injury Occurrence	\$1,000,000.00 per Occurrence
.4 Each Occurrence	\$1,000,000.00

(b) Additional Requirements for Commercial General Liability Insurance:

.1 The policy shall name the Owner, Architect and their agents, consultants and employees as additional insured(s), state that this coverage shall be primary insurance for the additional insured(s); and contain no exclusions of the additional insured(s) relative to job accidents.

.2 The policy must include separate per project aggregate limits.

(3) COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

(a) Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

(b) The policy shall name the Owner and Architect and their agents, consultants, and employees as additional insured(s).

(4) COMMERCIAL UMBRELLA LIABILITY INSURANCE

(a) Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

(b) Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

.1 \$1,000,000 per Occurrence

.2 \$1,000,000 Aggregate

(c) Additional Requirements for Commercial Umbrella Liability Insurance:

.1 The policy shall name the Owner, Architect and their agents consultants, and employees as additional insured.

.2 The policy must be on an "occurrence" basis.

(5) BUILDER'S RISK INSURANCE

The Builder's Risk Policy shall be made payable to the Owner and Contractors, as their interests may appear. The policy amount shall be equal to 100% of the Contract Sum, written on a Causes of Loss – Special Form (current edition as of the date of Advertisement for Bids), or its equivalent. All deductibles shall be the sole responsibility of the Contractor. The policy shall be endorsed as follows:

"The following may occur without diminishing, changing, altering, or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or

- (ii) Partial or complete occupancy by Owner; or
- (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner.”

C. SUBCONTRACTORS' INSURANCE

(1) WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding Paragraph B, or to be covered by the Contractor's Workers' Compensation and Employer's Liability Insurance while performing Work under the Contract.

(2) LIABILITY INSURANCE. The Contractor shall require each Subcontractor to obtain and maintain adequate General Liability, Automobile Liability, and Umbrella Liability Insurance coverages similar to those described in preceding Paragraph B. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract.

(3) ENFORCEMENT RESPONSIBILITY. The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor shall, upon request, provide the Architect or Owner acceptable evidence of insurance for any Subcontractor.

D. TERMINATION of OBLIGATION to INSURE

Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

(1) BUILDER'S RISK INSURANCE. The obligation to insure under Subparagraph B(5) shall remain in effect until the Date of Substantial Completion as shall be established in the Certificate of Substantial Completion. In the event that multiple Certificates of Substantial Completion covering designated portions of the Work are used, Builder's Risk coverage shall remain in effect until the Date of Substantial Completion as shall be established in the last issued Certificate of Substantial Completion. However, in the case that the Work involves separate buildings, Builder's Risk coverage of each separate building may terminate on the Date of Substantial Completion as established in the Certificate of Substantial Completion issued for each building.

(2) PRODUCTS and COMPLETED OPERATIONS. The obligation to carry Products and Completed Operations coverage specified under Subparagraph B(2) shall remain in effect for two years after the Date(s) of Substantial Completion.

(3) ALL OTHER INSURANCE. The obligation to carry other insurance coverages specified under Subparagraphs B(1) through B(4) and Paragraph C shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform

warranty or maintenance work pursuant to the terms of the Contract Documents.

E. WAIVERS of SUBROGATION

The owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors performing construction or operations related to the Project, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builder's risk insurance or other property insurance applicable to the Work or to other property located within or adjacent to the Project, except such rights as they may have to proceeds of such insurance held by the Owner or Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the separate contractors, if any, and the subcontractor, sub-subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to the person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The waivers provided for in this paragraph shall survive final acceptance and continue to apply to insured losses to the Work or other property on or adjacent to the Project.

END OF SECTION

SECTION 00-4100

PROPOSAL FORM

For

FOUR ENTRYWAY SIGNS

For

The City of Guntersville, Alabama

1.0 SCOPE

The undersigned, in compliance with your specifications, Owner's Program and other attached contract documents (hereafter referred to as *contract documents*) for FOUR Entryway Signs having examined the *contract documents* and the sites for the proposed work and being familiar with all the conditions surrounding the proposed work, hereby propose to perform all required work in strict compliance with the *contract documents*, within the time stated within the contract documents, for the stipulated amount hereinafter written. The stipulated amount covers all expenses to be incurred by this contractor in performance of the work including all required services, equipment, vehicles, materials, labor, bonds, insurance, etc. and State of Alabama sales/use tax.

The undersigned acknowledges receipt of the following addenda and the proposed price includes any additional cost resulting therein.

ADDENDUM

NUMBERS _____

2.0 PRICING (Base contract including all addenda)

2.1 For performing the work for the **CONSTRUCTION OF FOUR ENTRYWAY SIGNS**, per the contract documents and in compliance with all applicable local, state and governmental regulations, the undersigned agrees to perform all required work for the stipulated amount of _____

_____ dollars

(\$ _____). (Amount shall be shown in both written and arithmetic figures. In case of discrepancy between the written and the arithmetic figures, the written amount will govern. The Owner shall have the option of accepting, or rejecting any or all bids, or parts thereof.)

3.0 ACCEPTANCE

The undersigned herein agrees the proposed prices will be valid for a minimum of ninety (90) days after the bid due date.

4.0 PROJECT SCHEDULE

The undersigned agrees time is of the essence on this project and having reviewed the *contract documents* herein proposes to commence the work _____ days after verbal notification and complete all contract requirements within _____ consecutive days after commencement of work. (The Contractor is to be aware that the completion date will be assigned a value and will be used in determining the evaluated low bidder.)

8.0 CONTRACT EXECUTION

Within thirty (30) days after notification of a verbal award, the undersigned will execute the formal contract. Additionally, the undersigned will furnish to the Owner such insurance certificates and bonds as required.

9.0 EXCEPTIONS

We have reviewed your *contract documents* and all related attachments. Unless specific exceptions are listed below (or attached to our proposal and referenced below), it is understood that all of the provisions contained therein are acceptable to us, and that should there be conflict between said documents and our proposal, then the provisions contained in your *contract documents* and all related attachments will govern. This proposal is in accordance with your *contract documents* and all related attachments:

_____ without exceptions
_____ with exceptions as outlined
below:

10.0 BID SECURITY

N/A

11.0 CERTIFICATIONS

The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the

information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents, but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder

Mailing

address

***By (Legal Signature)** _____

***Name (type or print)** _____ (Seal)

***Title** _____

Telephone Number _____

* If other than the individual proprietor, or an above named member of the Partnership, or the above names president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to the bid shall be over the initials of the person signing the bid, or of an authorized representative.

_____ (A corporation organized and existing under the laws of the State of _____ (A partnership consisting of the following: _____, partners), (an individual trading under the name of _____ and owned and operated by _____.

The Bidder, which is organized and existing under the laws of the State of _____, having its principal offices in the City of _____, is:

- ☐ A Corporation
- ☐ A Partnership
- ☐ An Individual
- ☐ (other) _____

General Contractor's license number for State of Alabama:

_____.

Bid Limit

The owner reserves the right to reject any and all bids for convenience and also reserves the right to award the work to separate contractors for the respective buildings.

END OF SECTION

SECTION 01-1100

SUMMARY OF WORK

1.0 GENERAL

- 1.1 This Summary of Work document is intended as an overview of the work that the Owner wants performed and may include specifications for materials and work that is included in this contract.
- 1.2 The contractor is expected to inspect the construction site before bidding this work. No application(s) for additional work or time extensions will be considered for any work or condition that could have been identified by building and site inspection(s).
- 1.3 The contractor shall be responsible for providing a perimeter protection system that isolates and protects the work area. In addition, the contractor shall be responsible for protecting the pier and the pier site from damage, theft, etc. during construction. The contractor shall remove the perimeter protection system from the site once construction is complete. The contractor shall be responsible for repairing, replacing and/or correcting all damage or loss caused as a result of construction activities and/or failure to protect the site or building.

2.0 SUMMARY OF WORK

- 1.1 The work consists of furnishing and installing four Entryway Signs per attached drawings and specifications.
- 1.2 The contractor shall be responsible for all required site work beyond what exist at the time bids are taken for the erection of the signs. This also includes final shaping of the area after construction is complete.
- 1.3 The contractor shall erect the sign that strictly meets the requirements of the plans and specifications. The contractor shall also comply with the Owner's requirements. The contractor shall strictly comply with his material and equipment supplier requirements for their respective products, systems, etc. The completed pier shall strictly comply with the contract documents and all referenced building code and standards.
- 1.4 The construction site shall be maintained in a clean, orderly and safe manner. Construction debris shall be routinely removed from the site as required to maintain the site in a clean, orderly and safe manner and transported and disposed of in strict conformance with

all applicable State and Federal requirements and applicable safety standards.

- 1.5 All construction work and activities shall be performed in strict compliance with Local, State and Federal requirements, including all safety requirements. This includes, but is not limited to, the latest edition of the Occupational Safety and Health Standards (OSHA).
- 1.6 City will be responsible for the ALDOT permits. Contractor is to be licensed in the State of Alabama and the City of Guntersville. Contractor is required to have insurance.

END OF SECTION