

**CITY OF JASPER  
JASPER CITY STREET DEPARTMENT SHED  
ROOF PROJECT 2023  
BID DOCUMENTS &  
SPECIFICATIONS**

**CITY OF JASPER  
P.O. BOX 1589  
JASPER, AL 35502**

**JUNE 9, 2023**

## REQUEST FOR BIDS

The City of Jasper, Alabama will receive bids for the Jasper City Street Department Shed Roof Project until 11:00 A.M. (CST), local time, on June 9<sup>th</sup>, 2023 at the Jasper City Hall upstairs council chambers at 400 West 19<sup>th</sup> Street, Jasper, AL 35501 at which time and place all bids will be publicly open and read aloud.

The work included by these specifications consists of furnishing all labor, equipment, and materials required in performing all operations necessary in connection with a complete re-roof of the Jasper City Street Department Shop located at 101 29<sup>th</sup> Street East, Jasper, Alabama 35501.

The work proposed to be performed is, in general, as follows:

- Remove all old metal roof and purlins from steel frame of building and haul away.
- Provide and install new metal purlins over metal framing. Mechanically attached.
- Provide and install new 26 ga galvalume "R-panels" over purlins. Mechanically attached.
- Provide and install new rake edge detail at ends of building. Mechanically attached.
- Provide and install new ridge cap over ridge of roof. Mechanically attached.
- Contractor is responsible for all measurements needed.
- Contractor to provide complete clean up of all trash or excess materials produced by job.
- Contractor to provide 10 year labor and materials warranty.
- Contractor to provide 15 factory warranty on roof system installed, no dollar warranty.
- Contractor to supply certificates of general liability and Workers Compensation
- Contractor must be licensed with State of Alabama, Walker County, and the City of Jasper.
- All remaining scrap metal will be left for the city to remove from the premises.
- The contractor should be responsible for removing as needed and reattaching all light and electrical fixtures that are part of the structure.

Bids must be accompanied by a certified check or bank draft payable to the order of The City of Jasper, Alabama, negotiable United States Government Bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid price.

Bid packages including contract documents may be secured at City of Jasper, Purchasing Department, 400 19th Street West, Jasper, Alabama 35501. Contact Person: Jessica Cook, 205.385.7968.

The attention of all bidders is called to the provisions of State Law governing "General Contractors" as set forth in the 1975 Code of Alabama. Said law will govern bidders insofar as it is applicable. The above-mentioned provisions of the Code provides that no one is entitled to bid and no contract may be awarded to anyone who does not possess a valid General Contractors Permit or License as provided by the foregoing section of the Code.

The successful bidder will be required to furnish a performance bond, labor and materials bond in accordance with Alabama State Law.

Not less than minimum wage as required by applicable regulatory agencies shall be paid to all skilled and unskilled labor employed under this contract.

The contractor shall comply with the Department of Labor, Safety, and Health Regulations for construction promulgated under the Occupational Safety and Health Act, the **Anti-Kickback Act**, and the Contract Work Hours Standards Act (PL 91-54).

Bids may be held by the Owner for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing and investigating the qualifications of bidders prior to awarding of the contract. Bidders shall furnish to the Owner all such documents and information, as the owner deems necessary for qualification review upon written request by the Owner. The Owner shall begin review with the lowest responsive responsible Bidder.

Whenever in this invitation, any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description only, and will be deemed to be followed by the words, "or equal". Bidder to show that the alternative product is, in fact, equal to the product required in the specifications must provide proof satisfactory to the City.

Bid will be awarded to the lowest responsive and responsible bidder. The determination of lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, compatibility as required, other costs, or other objective and accountable factors which are reasonable.

The Owner reserves the right to reject any or all bids or to waive any informality in the bidding.

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The City of Jasper, Alabama

By: Jessica Cook, Accountant/Purchasing Agent

## INFORMATION FOR BIDDERS

BIDS, will be received by The City of Jasper, Alabama (herein called the "OWNER") at PO Box 1589 or 400 19<sup>th</sup> Street W, Jasper, Alabama 35501 or the Purchasing Office, 400 19th Street West until 11:00 AM, June 9<sup>th</sup>, 2023 and then publicly opened and read aloud at the Jasper City Hall upstairs Council Chambers.

Each BID must be submitted in a sealed envelope, addressed to The City of Jasper, Alabama at PO Box 1589 or 400 19<sup>th</sup> Street W, Jasper, Alabama 35502. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Jasper Street Department Shed Roof Project and the envelope should bear on the outside the name of BIDDER, their address, their license number and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed on another envelope addressed to the Owner at the City of Jasper, Alabama, Post Office Box 1589 or 400 19<sup>th</sup> Street W, Jasper, Alabama 35502.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. Only bids by contractors licensed for such work will be considered for this project.

The OWNER may waive any informality or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of any estimated quantities within the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA and by discussion with the Owner. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities or quality of work or nature of the WORK to be done.

The OWNER shall provide to the BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the streets owned except for the measurements of street.

Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or observations assumed by the CONTRACTOR to relieve him from fulfilling any of the conditions of the contract.

A BID bond payable to the OWNER must accompany each BID for five percent of the BID amount of the project (not to exceed \$10,000). As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the BID is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the project BID amount, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default; in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of an acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement.

Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER and shall not be considered a forfeiture of his BID BOND.

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. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsive responsible BIDDER. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout. Each BIDDER is responsible for inspecting the streets and for reading and being thoroughly familiar with the BID DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID. **Each BIDDER** is furthermore instructed that it is his responsibility to ascertain the accuracy and competence of all supplemental reports including but not limited to geotechnical reports or other information furnished for his use.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER. Inspection Trips for the prospective BIDDERS may be arranged by contacting Jessica Cook, Accountant/Purchasing Agent at 205.385.7968.

## **BID PROPOSAL**

Proposal of \_\_\_\_\_  
(Hereinafter called "BIDDER"), organized and existing under the laws of the State of Alabama  
doing business as \_\_\_\_\_  
(Corporation, Partnership, Individual)

To the City of Jasper, Alabama (hereinafter called "OWNER").

In compliance with the Advertisement for Bids dated \_\_\_\_\_ the BIDDER hereby proposes to perform all WORK for the Jasper Street Department Shed Roof 2023 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this as per the AGREEMENT and to fully complete the PROJECT within \_\_\_\_ consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_, Received By: \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_, Received By: \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_, Received By: \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_, Received By: \_\_\_\_\_

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following lump sum prices:

**LUMP SUM PROJECT** \_\_\_\_\_

## BID SCHEDULE

**NOTE: BIDS** shall include sales tax and all other applicable taxes and fees.

### LUMP SUM BID SCHEDULE

#### ROOF

- Remove all old metal roof and purlins from steel frame of building and haul away.
- Provide and install new metal purlins over metal framing. Mechanically attached.
- Provide and install new 26 ga galvalume "R-panels" over purlins. Mechanically attached.
- Provide and install new rake edge detail at ends of building. Mechanically attached.
- Provide and install new ridge cap over ridge of roof. Mechanically attached.
- Contractor is responsible for all measurements needed.
- Contractor to provide complete clean up of all trash or excess materials produced by job.
- Contractor to provide 10 year labor and materials warranty.
- Contractor to provide 15 factory warranty on roof system installed, no dollar warranty.
- Contractor to supply certificates of general liability and Workers Compensation
- Contractor must be licensed with State of Alabama, Walker County, and the City of Jasper.
- All remaining scrap metal will be left for the city to remove from the premises.
- The contractor should be responsible for removing as needed and reattaching all light and electrical fixtures that are part of the structure.

#### GENERAL

- Contractor is responsible for all measurements needed.
- Provide complete cleanup of all trash or excess materials produced by job (excluding scrap metal which shall be set aside and left for city).
- Provide 15 year Firestone (Red Shield) or equal warranty, no dollar warranty.
- Provide 5 year State of Alabama warranty.

**TOTAL LUMP SUM BID PRICE \$**\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number

(SEAL - if BID is by a corporation)

Attest

\_\_\_\_\_

## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

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

\_\_\_\_\_ as Surety,

are hereby held and firmly bound unto The City of Jasper Alabama as OWNER in the penal sum

of \_\_\_\_\_ for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to The city

of Jasper Alabama a certain BID, attached hereto and hereby made a part hereof to enter into a

Contract in writing, for the \_\_\_\_\_.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

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

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## **AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

by and between The City of Jasper. Alabama, hereinafter called "OWNER" and

\_\_\_\_\_ doing business as (an individual), or (partnership),  
or (corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the \_\_\_\_\_  
\_\_\_\_\_.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within \_\_\_\_\_ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the lump sum of \$ \_\_\_\_\_  
( \_\_\_\_\_ ) plus contingent sum deemed necessary as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for BIDS
  - (B) Information for BIDDERS
  - (C) Specifications, Factory Specifications and drawings
  - (D) BID
  - (E) BID BOND
  - (F) Agreement
  - (G) General Conditions
  - (H) SUPPLEMENTAL GENERAL CONDITIONS
  - (I) Payment BOND
  - (J) Performance BOND
  - (K) NOTICE OF AWARD
  - (L) NOTICE TO PROCEED
  - (M) CHANGE ORDER

(N) ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_ 20\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_ 20\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_ 20\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_ 20\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_ 20\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_ 20\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (4) each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER: The City of Jasper, Alabama

ATTEST:

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

\_\_\_\_\_  
NAME \_\_\_\_\_  
(PLEASE PRINT)

\_\_\_\_\_  
Title

TITLE \_\_\_\_\_

CONTRACTOR:

(SEAL)

ATTEST:

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

\_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_  
(PLEASE PRINT)

TITLE \_\_\_\_\_

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

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

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Jasper, Alabama

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,

\$(\_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such whereas; the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of

which is hereto attached and made a part hereof for the construction of

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NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such work whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall

be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

_____	Principal	
(Principal) Secretary	BY _____	(s)
(SEAL)	_____	
	(Address)	
_____	_____	
Witness as to Principal		
_____		
(Address)		
_____		

	_____	
	Surety	
ATTEST:	BY _____	
	Attorney-in-Fact	

_____	_____
Witness as to Surety	
_____	_____
(Address)	
_____	
_____	

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

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(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Jasper, Alabama hereinafter called OWNER, in the penal sum of \_\_\_\_\_

Dollars, \$ (\_\_\_\_\_) , in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of

\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it 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 any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

_____	_____ Principal
(Principal) Secretary	BY _____(s)
(SEAL)	_____ (Address) _____

\_\_\_\_\_  
Witness as to Principal

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

_____	_____ Surety
ATTEST:	BY _____ Attorney-in-Fact
_____	_____ (Address)

\_\_\_\_\_  
Witness as to Surety

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

NOTE: Date of BOND must not be prior to date of Contract If CONTRACTOR is Partnership, all partners should execute BOND.

## NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: \_\_\_\_\_.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your LUMP SUM BID has been accepted for items in the amount of  
\$ \_\_\_\_\_  
( \_\_\_\_\_).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF JASPER, ALABAMA

Owner

\_\_\_\_\_  
BY Honorable Mayor David O'Mary

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by \_\_\_\_\_ this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_



### **NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the WORK within \_\_\_\_ consecutive calendar days thereafter.

The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

### **ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED in hereby

acknowledged by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Title \_\_\_\_\_

**SPECIAL PROVISION  
ACKNOWLEDGMENT**

This is to certify that \_\_\_\_\_ has read and understands the special provisions of the Bid Documents concerning the necessity of a project contact representing the Contractor and the conformance with traffic control and protection codes and regulations. This further certifies that the Contractor has been notified through the Bid Documents and fully understands the General Conditions, Special Conditions, and Technical Specifications. The Contractor further agrees that the Owner's Engineer has final and sole authority on the acceptability of work performed; materials furnished; and the interpretation of the Bid and Contract Documents. The Contractor further agrees that the Contractor understands his responsibility to check, investigate, review, and assure himself of the accuracy of pre-design information supplied by the Owner and/or Engineer; particularly reports pertaining to geotechnical investigations, geotechnical design parameters, and applicability and adequacy of design details within the Bid Documents and Plans. This acknowledgment indicates the Contractor's acceptance of these terms.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## **INDEMNITY AND INSURANCE**

**A. HOLD HARMLESS PROVISION** - The Contractor will, at all times, indemnify and save harmless the Owner and Engineer, their officers and employees against all liability, claim of liability, loss, cost of damage, including death, and loss of services, occurring during construction work related to the Contract. The Contractor will, at his expense, defend the Owner and Engineer, their officers and employees in any suit brought against them.

The Contractor will, at his expense, include as an additional insured, the Owner and Engineer on all applicable insurance coverage concerning this project.

**B. WORKMEN'S COMPENSATION INSURANCE** - The Contractor will carry a standard workmen's compensation and Employer's liability policy, including occupational disease, subject to statutory limits of applicable Workmen's Compensation Act.

**C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE** - The Contractor agrees to carry a comprehensive automobile liability policy providing bodily liability on an occurrence basis, and providing property damage/ liability on an accident basis. This policy will protect the Contractor against all liability arising from the use of automobiles, both private passenger and commercial, regardless if such vehicles are owned by the Contractor, borrowed leased or hired. Limits of liability for comprehensive automobile liability insurance will be \$500,000.00 each person, bodily injury; \$1,000,000.00 each occurrence, bodily injury; and 100,000.00 each accident, property damage.

**D. COMPREHENSIVE GENERAL LIABILITY INSURANCE** - The Contractor will carry a comprehensive general liability policy providing bodily injury coverage on occurrence basis and property damage coverage on an accident basis. The coverage will include, but not be limited to, damages arising from blasting, explosion, collapse, operation of mechanical equipment, completed operations, independent contractors, and contractual liability coverage. Minimum limits of liability for comprehensive general liability insurance will be \$500,000.00 each person, bodily injury; \$1,000,000.00 each occurrence, bodily injury; and \$1,000,000.00 aggregate completed operations. The minimum limits of property damage liability will be \$200,000.00 each accident; \$200,000.00 aggregate.

The Contractor will maintain completed operations coverage as specified for a period of one (1) year from the date of acceptance of the Work by the Owner or the date of payment of the final amounts owed to the Contractor by the Owner.

**E. OWNER'S PROTECTIVE LIABILITY INSURANCE** - The Contractor will, at his expense, provide owner's protective liability policies, issued in the names of the Owner and Engineer, to cover their liability for operation of the Contractor. These policies will provide minimum limits of liability in the amount of \$500,000.00 each person, \$1,000,000.00 each accident property damage.

**F. CERTIFICATES OF INSURANCE** - Before execution of the contract by the Owner, the Contractor will furnish the Owner with one certified copy of all required policies of insurance, showing limits of liability as previously set forth in paragraphs (B), (C), (D), and (E) of this section. All policies must provide thirty (30) days advance notice to the Owner and Engineer in the event of cancellation, expiration or alteration. The Contractor will also furnish the Owner copies of certificates of insurance on each policy.

**G. RESPONSIBILITY OF CONTRACTOR FOR SUB-CONTRACTORS-** The Contractor will be wholly responsible for securing and keeping in his possession certificates of insurance from all sub-contractors showing coverage and limits of liability carried by the Sub-Contractor in accordance with sub-sections (B), (C), and (D), of this section.

#### **USE OF SECTIONS OF THE WORK**

Whenever, in the opinion of the Owner, the Work or any portion thereof, is in suitable condition for use, it may be put into service at the direction of the Owner. Such use will not be held to be an acceptance of the Work or any part of it, or as a waiver of any of the provisions of the Specifications and Contract. When such use is required or permitted by the Owner, the Contractor will make provisions for the safety of the public as herein specified or as the Owner may direct. Usage will not relieve the Contractor of liability and responsibility during the period when the Work is opened and the time of Final Acceptance. After being placed in use under instructions from the Owner, necessary repairs or renewals on any of the Work due to defective materials, or unsatisfactory workmanship or natural causes relating to ordinary wear and tear, will be performed at the expense of the Contractor.

#### **CONTRACTOR'S RESPONSIBILITY FOR WORK**

Until final acceptance of the Work by the Owner as evidenced by approval of the final estimate, the Work will be in the custody and under the charge and care of the Contractor. He will take every necessary precaution against injury or damage to any part by the action of the elements or from any other cause, whether arising from execution or from the non-execution of the Work. The Contractor will rebuild, repair, restore and make good, without extra compensation all injuries or damages to any portion of the Work, before its completion and acceptance, and will bear the expenses thereof. In case of suspension of Work from any cause, the Contractor will be responsible for all materials and equipment and will properly store them, if necessary, and will provide suitable shelter.