

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

FOR

TARRANT RECREATION CENTER GYM FLOOR REPLACEMENT

CITY OF TARRANT, ALABAMA

JUNE 16, 2023

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INVITATION FOR BIDS

Sealed Bids will be received, opened, and read aloud in public session by the City of Tarrant, Alabama, for the **Tarrant Recreation Center Gym Floor Installation** at 2:00PM CDT, **Friday, June 30, 2023**, in the Tarrant City Hall Council Chambers located at 1131 East Lake Blvd, Tarrant, Alabama. Work will include installation of a grade 3 maple wood gymnasium floor. Qualified contractors are invited to Bid. This contract is for the purpose of providing all materials and labor to install the Tarrant Recreation Center Gym Floor in conformance with the Specifications.

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

Tarrant Parks and
Recreation Center
1232 Faye Drive
Tarrant, Ala. 35217
Telephone No.: 205-948-3290

Or accessed from the City's website: www.cityoftarrant.com.

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

Sealed bids may be mailed or delivered directly to the City of Tarrant prior to the public opening. All bidders must use the Bid Form provided in the Contract Documents and show on the envelope "SEALED BID," the Bidder's name, the name of the bid/project, and the opening date and time. Contact Renee Eberly at (251) 968-1443 or sevans@cityoftarrant.com with any questions.

Sealed Bids must be sent to the following address:

Mail to:	City of Tarrant	Physical: City of Tarrant
	1131 East Lake Blvd	1131 East Lake Blvd
	Tarrant, Ala. 35217	Tarrant, Ala. 35217

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 No Bid may be withdrawn for a period of thirty (30) days after the scheduled closing date and time for the receipt of Bids.

THE CITY OF TARRANT, ALABAMA

INSTRUCTIONS TO BIDDERS

1. BID FORMS

A complete set of Bidding Documents is included herein.

2. EXAMINATION OF DOCUMENTS AND PROJECT SITE

- A. Carefully examine the Bidding Documents, Specifications and the work site. Bids shall include all costs required to execute the work under the existing conditions. Contact the Parks and Recreation Director, Scott Evans, at (205) 948-3290 or sevans@cityoftarrant.com to schedule a walk-through of the facility.
- B. Direct inquiries and questions to the Park and Recreation Director in writing at sevans@cityoftarrant.com.
- C. Extra payments will not be made for conditions which can be determined by examining the documents and the site.

3. INTERPRETATIONS AND ADDENDA

- A. Should the Bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he be in doubt as to their meaning, he shall at once notify the Parks and Recreation Director.
- B. The Parks and Recreation Director will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications, if necessary.
- C. Addenda will be posted by the City in its usual course of business and shall become part of the contract. All bidders must acknowledge receipt of Addenda on their bid form or their bid will be rejected. Bidders shall be bound by ALL Addenda.

4. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

5. AWARD OF CONTRACT

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

6. PRE-QUALIFICATION OF CONTRACTORS

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

7. EXECUTION OF CONTRACT

- A. Within ten (10) calendar days of Notice of Award, the Contractor shall deliver to City policies of insurance or insurance certificates as required by Contract Documents. All policies or certificates of insurance shall be approved by City before the successful Contractor may proceed with Work.
- B. The Contractor shall commence work within fourteen (14) calendar days following receipt of the Notice to Proceed or on a date stipulated in the authorization to proceed.

8. LAWS AND REGULATIONS

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

9. ALABAMA LICENSED CONTRACTOR

All Contractors submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed Contractors in the state of Alabama and must give their License Number on their Bid Form.

10. BID BOND

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

11. PERFORMANCE BOND

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

12. LABOR & MATERIALS BOND

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

13. COMPLETION DATE

- A. Upon receipt of the Notice to Proceed, the Contractor shall commence the work within fourteen (14) calendar days from the Date of the Notice to Proceed and shall complete the work within **thirty (30)** calendar days from the date of the Notice.
- B. The completion date shall not be extended except for unavoidable delays caused by, but not limited to, fires, floods, storms, strikes, accidents, or other circumstances beyond the Contractor's control. The Contractor may request additional completion time within one week from the occurrence of the delay. The Parks and Recreation Director shall be the sole judge of such "unavoidable delays", and the extent thereof. In the event that such a determination is made, the date of completion shall be extended by a length of time equal to that lost by such circumstances.

14. LIQUIDATED DAMAGES

- A. Deduction at the rate of One Hundred Fifty Dollars (\$150.00) per day shall be made from the total Contract price for each and every calendar day beyond the thirty (30) days from the date of Notice to Proceed that the work remains not satisfactorily completed.
- B. The above-referenced deduction rate sum shall be deducted as Liquidated Damages and not as penalty, the said sum being specifically agreed upon in advance as a measure of damage to the City on account of the delay, and the Contract price reduced by the aggregate of the entire damages so deducted shall be accepted in full satisfaction of all work executed under the contract.

15. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT

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

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

REQUIREMENTS FOR CONTRACTS AND PURCHASES

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

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

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

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

Before any contract can be let, purchase can be made, or payment can be issued by the City of Tarrant after January 1, 2012, the Affidavit included herein must be completed, notarized, and returned to our offices.

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

Questions about this process may be directed to Mr. John Brown, City Manager, at (205) 849-2800 or via e-mail at jbrown@cityoftarrant.com.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

APPENDIX A
AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____
County of _____

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

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

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

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

Signature of Affiant

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

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

Signature and Seal of Notary Public

APPENDIX B
AFFIDAVIT FOR SUBCONTRACTOR

State of _____
County of _____

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

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

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

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

Signature of Affiant

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

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

Signature and Seal of Notary Public

PROPOSAL FORM

TO: City of Tarrant
1131 East Lake Blvd
Tarrant, Ala. 35217

BIDDER: _____

CITY: City of Tarrant, Alabama

PROJECT: **Tarrant Parks & Rec Center Gym Floor Replacement**

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

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

SCHEDULE OF ITEMS

BASE BID

ITEM #	DESCRIPTION	AMOUNT
1	Remove and dispose of existing floor	_____
2	Flooring (approximately 7,900 SF) [Install New Wood Floor System - 25/32" x 2 - 1/4" Grade 3 Northern Hard Maple Floor - Sleepers w/ 3/8" Resilient Pads - 6 mil poly vapor barriers - Sand Thoroughly with Multiple grits of Sandpaper	_____
3	Court Markings	

	-Paint 1 main basketball court	
	-Paint 2 side basketball courts	_____
4	- Apply two (2) coats MFMA Approved Oil Based finish	
	- Apply two (2) coats MFMA Approved Oil-Based Seal	_____
5	Vent cove base perimeter at walls	_____
6	ADA Ramps / Metal Transitions as Required	_____
BASE BID TOTAL		_____

Name of Bidder

Address

Telephone/Fax Number

Email address

Corporate Seal

Al. Contractor License No. (if applicable)

Witness

Signature

Date

Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(Name of Contractor)

_____, as Principal,
(Address)

and _____
(Name of Surety)

of _____, as Surety,
(Address)

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

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

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

Tarrant Parks and Recreation Center Gym Floor

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

SIGNED, SEALED AND DELIVERED _____
(Date)

Witness as to Principal:

(Name of Contracting Firm)

By: _____

Title: _____

(Name of Surety)

By: _____

Title: _____

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

NOTICE OF AWARD

DATED:

TO:

PROJECT: **Tarrant Parks and Recreation Center Gym Floor**

You have been awarded a contract for **Tarrant Parks and Recreation Center Gym Floor**.

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

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

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

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

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

CITY OF TARRANT (CITY)

By: _____
Wayman A. Newton, Mayor

CONTRACT

THIS AGREEMENT, made and entered into the _____ day of _____, 2023, at Tarrant, State of Alabama, by and between _____, hereinafter called the Contractor, and the **City of Tarrant, Alabama**, and/or its assigns, hereinafter called the City.

WITNESSETH;

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

1. That the Contractor shall perform all of the work in a satisfactory manner in accordance with the plans and specifications, bid requirements and conditions, which are attached hereto and made a part hereof as if fully contained herein, for Tarrant Parks and Rec Center Gym Floor replacement.
2. That the Contractor shall commence the work to be performed under this agreement within the Contract Time as defined in the *General Conditions*.

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

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

-
4. Estimates of work completed shall be made by the Contractor each month and submitted to the City. Within thirty (30) calendar days after submittal by the Contractor, the City shall make partial payments to the Contractor on the basis of the estimate of work, duly certified and approved by the City Construction Manager, and performed during the preceding calendar month by the Contractor, less five percent (5%) of the amount of such estimate which is to be retained by the City until all work (100%) has been satisfactorily completed in accordance with this agreement.
 5. Upon substantial completion and inspection of all work covered by this agreement, payment of the Contract sum shall be made within thirty (30) calendar days, less retainage.

Said retainage shall be retained until: 1) Submission by the Contractor of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full

including a Waiver and Release of Lien on the form included in the Contract Documents; 2) Legal notice of advertisement of completion has been advertised as required by Title 39 of the Code of Alabama, following approval by the City; 3) Final inspection by the City's Parks and Recreation Director and City's Chief Building Official, or his designee, and final acceptance of the work by the City.

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

Failure to complete the work within the allotted Contract time will cause loss to the City in administrative, engineering, inspection, interest, and supervision charges. Therefore, any overrun in the Contract time, which in the opinion of the City Parks and Recreation Director is caused by undue delay, shall be charged to the Contractor at \$150.00 per day and deducted from the final payment.

- 8. The City reserves the right to terminate the contract upon written notice to the Contractor at least five (5) business days prior to said termination. In the event that the Contract is terminated, the Contractor will be compensated in accordance with the bid items of the Contract and its attachment for all approved work in place.

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

Contractor

(Corporate Seal)

By: _____

Its _____

Attest: _____

Its _____

(Seal)

City of Tarrant, Alabama (City)

By: _____

Wayman A. Newton, Mayor

Attest: _____

NOTICE TO PROCEED

TO:

DATE: _____

PROJECT: Tarrant Parks and Recreation Center Gym Floor

You are hereby notified to commence work in accordance with the Agreement dated _____, 2023, on or before _____, 2023. You are to complete the work within thirty (30) consecutive calendar days, or by _____, 2023.

City of Tarrant, Alabama (CITY)

By _____

ACCEPTANCE OF NOTICE

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

By: _____

WAIVER AND RELEASE OF LIEN

FROM:

TO: **City of Tarrant, Alabama** (City of Project)

PROJECT NAME: **Tarrant Parks and Recreation Center Gym Floor**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 2023.

STATE OF ALABAMA
COUNTY OF _____

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

NOTARY PUBLIC

GENERAL CONDITIONS

1. CITY

The city is the City of Tarrant, Alabama. The mailing address for the city is 1131 East Lake Blvd, Tarrant, Alabama 35217.

2. LOCAL LICENSE REQUIREMENT

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

3. PAYMENTS AND COMPLETION

Once in each month, the Contractor may submit an Application for Payment for completed work in place on the enclosed form. Payment, less retainage, shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment. The final monthly payment prior to the expiration of the Contract shall not be made until:

- 1) Submission by the Contractor of evidence satisfactory to the City that all payrolls, material bills, and other costs incurred by the Contractor in connection with the work under this contract have been paid in full including a Waiver and Release of Lien on the form included in the Contract Documents;
- 2) FOR CONTRACTS OF \$50,000 OR MORE, legal notice of advertisement of completion has been advertised for one (1) consecutive week in some newspaper of general circulation in Jefferson County, Alabama (approved by the City) or posted as permitted by Title 39 of the Code of Alabama;
- 3) Final inspection and acceptance of the work by the City. Final payment will be made to Contractor within thirty (30) calendar days after satisfactory completion of (1), (2) and (3) above.

4. INSURANCE REQUIREMENTS

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below and add the City as an additional insured on the policies identified below and providing proof of same to City within ten (10) calendar days of being notified of the bid award. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to ensure that all subcontractors abide by these same insurance requirements.

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

Commercial General Liability

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

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

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering **all** workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Commercial Umbrella/Excess Liability

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

Additional Insured Endorsements

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

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

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

Deductibles, Coinsurance Penalties & Self-Insured-Retention

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

Waiver of Subrogation

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

Right to Revise or Reject

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

No Representation of Coverage Adequacy

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

Certificate of Insurance

Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees not to continue Work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

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

- 1) Clearly indicate the City has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured – Cities, Lessees, or Contractors – Schedule Person or Organization, or CG 2010 07 04 Additional Insured – city’s, Lessees, or Contractors – Scheduled Person or Organization in combination with the CG 2037 10 01 Additional Insured – cities, Lessees, or Contractors – Completed Operations, or similar endorsement providing equal or broader Additional Insured coverage. (Attach an actual copy of the endorsement – Contact your insurance agent.)
- 2) Clearly indicate the City is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability.
- 3) Clearly indicate the project name and project number.
- 4) Clearly identify each policy’s limits, flat and percentage deductibles, sub-limits, or self-insured-retentions, which exceed the amounts or percentages set forth herein.
- 5) Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- 6) Clearly indicated Certificate Holder(s) as follows:

Original to: City of Tarrant, Alabama
1131 East Lake Blvd
Tarrant, AL 35217

5. WORK SCHEDULE

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

6. STORAGE OF MATERIALS

All equipment and materials may be stored within the City at a location(s) approved by the City's Park and Recreation Director. Equipment and materials shall not interfere with or otherwise impede the ordinary daily operations of the Tarrant Parks and Recreation Center. The City does not assume responsibility for the damage or loss of the equipment or materials while being stored. Contractor acknowledges the storage of all equipment and materials while on City property is at the Contractor's sole risk.

7. DISPOSAL OF MATERIALS

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

8. DRAWINGS AND CONTRACTUAL DOCUMENTS

The Contractual Documents shall consist of the Request for Proposals, Instructions for Bidders, Proposal, Proposal Forms, Contract, General Conditions, and Special Conditions, Technical Specifications, and all amendments and addenda thereto.

9. SCOPE OF WORK

- a) Contractor is responsible to provide a complete installation of the items included in this scope of work including all labor, materials, tools, supervision, and equipment necessary to complete the Tarrant Parks and Recreation Center Gym Floor Replacement and associated work.
- b) Contractor acknowledges that the documents included with this Contract Agreement are complete and represent the design intent. As such, the lump sum pricing included with this Contract Agreement is firm and reflects the work required for complete Flooring system and associated work in accordance with the intent of the Contract Documents and is not subject to change.
- c) The specific items included as part of this scope of work are listed for emphasis only and are not intended to limit the scope of work in any way.
- d) The Work of this contract is hereby further clarified and defined. In accordance with the nature of this contract, this clarification does not relieve the Contractor from providing all elements of a complete system that conforms to the requirements of the Contract Documents. It is the Contractor's responsibility, based on their expertise and knowledge of the work, to include all items, materials, and procedures necessary to complete the

execution of the work that, although not shown, can be reasonably inferred to be a part of the work.

- e) Contractor is responsible to supply and install all work:
 - i) In accordance with all applicable codes and standards.
 - ii) In compliance with all notes, legends, and schedules as required of the Contract Documents.
- f) Contractor's price includes:
 - i) All taxes associated with this scope.
 - ii) Contractor acknowledges that multiple mobilizations may be required and has accounted for all costs in the lump sum price.
 - iii) All salaried and field personnel required to complete the work.
 - iv) All permits required for this work.
- g) Contractor is responsible to provide a complete seamless multi-purpose synthetic gymnasium flooring system for the City of Tarrant Cultural Center, approximately 6500 square feet. Contractor is responsible for providing a system to adequately service this pool based off both size, and usage of this facility.
- h) The basis of design for this project is a grade 3 Northern Hard Maple Floor System. The proposed flooring system shall be a grade 3 Northern Hard Maple Floor System or approved equal. Any deviations from the basis of design must be clearly indicated in the bid proposal. If any other flooring system than the basis of design is proposed, a complete submittal must be included with the bid proposal. Should the proposed flooring system be deemed to be a lesser finished product, the City has the right to reject said bid.
- i) The Contractor shall provide at a minimum, the following items:
 - i) Flooring System: Grade 3 Northern Hard Maple Floor System, in manufacturer's standard colors, in an area approximately 7,900 SF.
 - ii) Court Markings (in standard line colors) to include:
 - (1) Full Basketball Court;
 - (2) Two (2) side basketball courts; and
 - (3) City of Tarrant Logo
 - iii) Vent Cove Base at Perimeter Walls
 - iv) Metal Transition Material as required;
 - v) MFMA approved oil-based seal; and
 - vi) MFMA approved oil-based finish.
- j) Contractor is responsible for all hoisting and material handling required to perform this scope of work.
- k) Contractor is responsible for any demolition, removal, or disposal of existing materials as required.
- l) Contractor is responsible for all floor preparation as required per manufacturer's recommendations to receive flooring system.

- m) Contractor shall coordinate delivery of material with the Project Schedule and the City's Park and Recreation Director shall properly store all materials and equipment per the manufacturer's recommendations in the event that the materials or equipment were delivered prematurely.
- n) Contractor is responsible for removal of old and disposal of old floor as well as cutting and patching as required.
- o) Contractor is responsible for all field measurements required to complete all installations.
- p) Contractor is responsible for all layout required to complete all installations.
- q) Contractor shall furnish and install all materials required for proper support and anchoring of the work included as part of this scope of work. Any engineering required for flooring installation is the responsibility of the Contractor.
- r) Contractor includes all safety provisions necessary under the applicable OSHA standards if required as part of this installation.
- s) Contractor is required to provide shop drawings detailing the flooring system with all lines and logos for approval by the City.
- t) Upon request, Contractor to provide physical color samples for approval by the City (in addition to color selection charts).
- u) Contractor must be a certified installer of the flooring manufacturer.