

PROJECT MANUAL  
ORANGE BEACH HIGH SCHOOL FIELD HOUSE  
ORANGE BEACH, ALABAMA



MCCOLLOUGH  
ARCHITECTURE

4790 Main Street, Suite F-209  
Orange Beach, Alabama 36561  
Tel: 251.968.7222

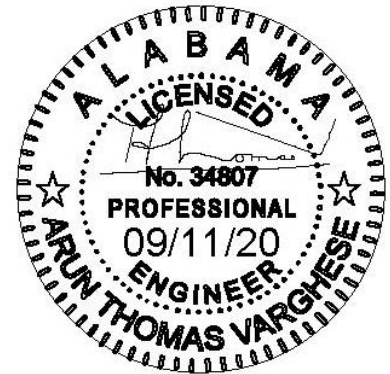
Architect's Project: 20-09



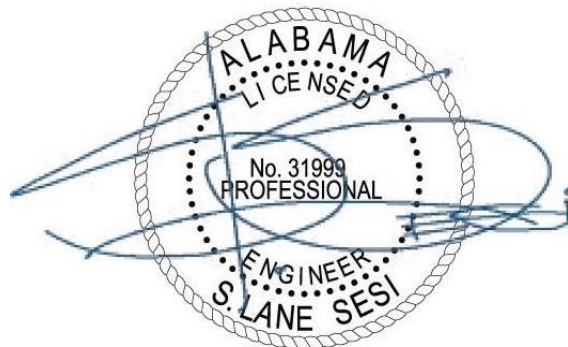
Mechanical/Plumbing Engineer



Architect



Electrical Engineer



Structural Engineer

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**NOTE:**

This Table of Contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the Specifications. In case of discrepancy between the Table of Contents and the Specifications, the Specifications shall govern.

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## ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the City of Orange Beach at the office of the City Clerk located at Orange Beach City Hall, 4099 Orange Beach, AL 36561, until 2:00 PM, CST, January 21, 2021, for

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CITY OF ORANGE BEACH

at which time and place they will be publicly opened and read. General Contractor's License number and type must be on the envelope.

A cashier's check or bid bond payable to the City of Orange Beach in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000.00, must accompany the bidder's proposal. If awarded the bid and prior to beginning work, the Contractor is required to have a current City of Orange Beach Business License, furnish a Certificate of General Liability Insurance and Workers Compensation Insurance, and proof of Automobile General Liability Insurance. Insurance Certificate provided to the City shall name the City of Orange Beach as an additional insured. Performance and Payment Bonds must be executed upon award of the bid with a penalty equal to one hundred (100%) percent of the amount of the contract price.

Bid Drawings and specifications will be available and can be examined at Printing Pros on and after December 20, 2020.

Name of Architect: Sted McCollough  
Name of Company: McCollough Architecture  
Address: 4790 Wharf Pkwy Ste 209, Orange Beach, AL 36561  
Phone No.: (251) 968-7222

General Contractor Bidders may obtain a digital copy of the documents from Printing Pros in Orange Beach, Alabama. Hard copy sets of drawings and specifications will be available to qualified General Contractors and others for the cost of printing and handling directly from the document's printer: Printing Pros (22660 Canal Rd, Orange Beach, AL 36561; phone 251/974-5006). Addenda and other bidding information will be issued only to holders of drawings and specifications distributed by the Architect. Release of the Bid Documents to the bidder does not imply acceptance of the bidder's qualifications by the Owner or Architect.

Bid Documents can also be reviewed at Printing Pros. Cost of printing plans and specifications are non-refundable.

Bids must be submitted on proposal forms furnished by the Architect or copies thereof. All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Architect; the bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgment, the best interests of the Owner will thereby be promoted.

A **Pre-Bid Conference** will be held at the City of Orange Beach at the office of the City Clerk located at Orange Beach City Hall, 4099 Orange Beach Blvd Orange Beach, AL 36561 at 10:00 a.m. Thursday, January 14, 2021.  
**Attendance by General Contractor Bidders at Pre-Bid Conference is mandatory.**

Awarding Authority:  
City of Orange Beach

Architect:  
McCollough Architecture: Sted McCollough, President

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

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

Mailed Bids via U.S. Postal Service

City of Orange Beach  
Attention: City Clerk  
P.O. Box 458  
Orange Beach, AL 36561

Hand Delivered Bids

City of Orange Beach  
Attention: City Clerk  
4099 Orange Beach Blvd  
Orange Beach, AL 36561

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

**1.0 INTRODUCTION**

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

**2.0 BID DOCUMENTS**

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

City of Orange Beach  
4099 Orange Beach Blvd.  
Orange Beach, AL 36561

Or downloaded from the City's website:  
[www.orangebeachal.gov](http://www.orangebeachal.gov), see "Bids"

**3.0 EXAMINATION OF DOCUMENTS AND PROJECT SITE**

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

**4.0 INTERPRETATIONS AND ADDENDA**

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the City Clerk (Renee Eberly at 251.981.6806 or [reberly@orangebeachal.gov](mailto:reberly@orangebeachal.gov)).
- 4.2 The City Clerk will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: [www.orangebeachal.gov](http://www.orangebeachal.gov)
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.

**5.0 PREPARATION OF BID**

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum

printed by the Bidder, and, in case of error or discrepancy, the unit price shall prevail, and the total shall be corrected.

- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
  - The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
  - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

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

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

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

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

## **8.0 RIGHT TO REJECT BID**

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

## **9.0 BASIS OF AWARD**

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



9.3 The City shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

#### **10.0 SAMPLE OF MATERIALS**

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

#### **11.0 PRE-QUALIFICATION OF CONTRACTORS**

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

#### **12.0 EXECUTION OF CONTRACT**

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

12.2 The Contractor shall commence work within ten (10) days following receipt of the Notice to Proceed or on a date stipulated in the authorization to proceed.

#### **13.0 LAWS AND REGULATIONS**

The Contractor's attention is directed to the fact that all applicable State laws, Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

#### **14.0 ALABAMA LICENSE CONTRACTOR**

All Contractors submitting bids in excess of Fifty Thousand Dollars (\$50,000.00) must be licensed contractors in the State of Alabama and must state their License Number on their Bid Form. Contracts less than Fifty Thousand Dollars (\$50,000.00) will not require a General Contractor's License; however, all other requirements shall remain the same.

#### **15.0 BUSINESS LICENSE**

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

#### **16.0 BID BOND**

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

#### **17.0 PERFORMANCE BOND**

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

#### **18.0 LABOR & MATERIALS BOND**

If the winning bid is in excess of Fifty Thousand Dollars (\$50,000.00), the Contractor shall obtain a Labor & Materials Payment Bond equal to but not less than 50% of the contract amount and shall provide such bond within ten (10) days of Notice of Award. The bond shall include payment of reasonable attorney's fees incurred by successful claimants in civil actions.

## **19.0 INSURANCE REQUIREMENTS**

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to 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 \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

### ***Additional Insured Endorsements***

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

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

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

### ***Waiver of Subrogation***