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**ADVERTISEMENT FOR PREQUALIFICATION OF CONTRACTORS
AND FOR BIDS FROM BIDDERS THAT ARE PREQUALIFIED**

Sealed proposals will be received by City of Irondale, Location of Bid Opening, Council Chambers at 101 20th Street South, Irondale, Alabama, 35210; UNTIL 2:00 PM Local Time; on Thursday, February 15, 2024, for:

IRONDALE PUBLIC LIBRARY

at which time and place they will be publicly opened and read.

The project includes, but is not limited to, the construction of a 1-story, metal-framed construction with brick & stone veneer, precast panels and standing seam metal roof structure, with associated site work and all related work as indicated on the Bid and Construction Documents.

A cashier's check or bid bond payable to City of Irondale, Irondale, Alabama, in an amount not less than five percent (5%) of the amount of the bid, but in no event more than \$10,000, must accompany the bidder's proposal. Performance and statutory Labor and Material Payment Bonds, and insurance in compliance with requirements, will be required at the signing of the Contract.

Drawings and Specifications will be available after January 16, 2024, to Prequalified project General Contractors; and may be examined at the Office of the Architect and AGC Internet Plan Rooms in Birmingham, Alabama.

Bidders may obtain documents from Alabama Graphics, for a non-refundable cost equal to the cost of printing (which is approximately \$510.00). Digital copies are available from Alabama Graphics. Other sets for general contractors, and sets for subs and dealers, may be obtained at the same amount. *Partial sets will not be available.*

Notarized Contractor's Qualification Certificates must be submitted to the Architect along with any request to obtain Bid Documents by a General Contractor by close of business on February 1, 2024, and shall include the following information required by standard format of Form AIA A305: Company information, including: 1) Statutory license type, limits, type(s) of work and expiration date; 2) Bonding company and capacity; 3) Verification of successful history as a General Contractor with projects of similar size and scope under the name of the firm which will be bidding and contracting for the work, and verifiable successful history of completing these and other projects in a timely manner; and 4) E-Verify: For compliance with the Alabama Immigration Law, Act 2011 – 535. Note that any joint venture arrangements must qualify solely on the strength of the principal firm's prequalification information. ONE digital copy of this document shall be submitted to the Architect for review, and a decision regarding the prospective bidder's prequalification will be communicated to them within 5 working days.

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 Provision of Title 34, Chapter 8, Code of Alabama, 1975, as amended, and must show such evidence of license before bidding or bid will not be received or considered by Architect or Owner; The bidder shall show such evidence by clearly displaying their current license number on the outside of the sealed envelope in which the proposal is delivered; Bidder must also include their current license number on the Proposal Form. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of NINETY (90) days.

A PRE-BID CONFERENCE will be held at the same location where bids will be received, at 2:00 PM, on Thursday, February 1, 2024, for the purpose of reviewing the project and answering Bidder's questions. Attendance at the Pre-Bid Conference is not required by all prequalified General Contractors, but is highly recommended.

This project is being bid without sales taxes according to Act 2013-205 (of the Alabama Legislature). However sales tax for the base bid and all other bid items must be accounted for on the contractor's Bid

Proposal Form. ABC Form C-3A indicates how the sales tax shall be accounted for on the bid proposal form and shall be modified by the project architect as appropriate for bid items on each project.

Completion Time: Work shall commence on the earlier of either the date of the owner's written "Notice to Proceed" or the contractor's receipt of the fully executed contract and shall be "Substantially Complete" within 420 Consecutive Calendar Days thereafter.

Supervision: Contractor to provide Superintendent(s) to ensure proper supervision for all work.

The Owner reserves the right to reject any or all proposals and to waive technical errors if, in their judgment, the best interests of the Owner will thereby be promoted.

City of Irondale
101 20th Street South
Irondale, Alabama 35210

Architect:
Charles Williams & Associates Inc.
3601 8th Ave. So.
Birmingham, AL 35222
Phone: (205) 250-0700
Attn: Christa Vandiver
christa@cwilliams-arch.com

Program Manager:
Kemp Management Solutions, LLC.
3029 2nd Avenue South
Birmingham, AL 35233
Phone: (205) 731-7372
Attn: Keltin J. Garrett
kgarrett@KempMS.net

SECTION 00 42 13

PROPOSAL FORM

TO: City of Irondale
101 20th Street South
Irondale, AL 35210
ATTN: James D Stewart, Jr.

1. The undersigned contractor (herein "Contractor") having carefully examined the Contract Documents, the site of the work, and the conditions affecting the work, hereby proposes and agrees, if this proposal is accepted, to enter into Contract, furnish bonds in the forms specified and to furnish supervision, labor, equipment and materials required for the IRONDALE PUBLIC LIBRARY, for the City of Irondale ("the City"), located at 1032 Grants Mill Road, Irondale, AL 35210 ("the Project").
2. The Contractor agrees to perform the work in accordance with the Contract Documents as prepared for and distributed by the Charles Williams and Associates dated November 16, 2023 for the sum of:

Eight million five hundred fifty-four thousand DOLLARS (\$ 8,554,000.00)
(the "Contract Sum").

3. The Contractor further agrees to submit to the Architect within seven business days from the bid date a complete breakdown of all labor, equipment and material to be used in the Project, including those estimated by the subcontractors, showing at a minimum all labor cost and material cost at the divisional level and following the format of the Contractor's pay request. The requirement must be met before any funds will be released to the Contractor by the City.
4. TIME FOR COMPLETION of this project shall be 420 calendar days from the date of Notice to Proceed as may be adjusted per the Contract.
5. LIQUIDATED DAMAGES will be assessed in favor of the City for failure to achieve substantial completion within the allotted time. See Supplemental General Conditions, Section 9.11.2 for a schedule of Liquidated Damages.
6. In submitting this bid, Contractor understands that the City reserves the right to reject all bids and that this bid may not be withdrawn for a period of ninety (90) days from the opening thereof.
7. Contractor further agrees that at the time the City delivers to the Contractor a Contract for execution, the undersigned Contractor will within fifteen (15) days after date of such delivery, execute and deliver to the Architect the signed Contract, the required bonds and proof of insurance in accordance with the Contract Documents.

- 8. Contractor further agrees that if it fails to execute the Contract and present the required Contract bonds and proofs of insurance within fifteen (15) calendar days after being given written notice of award of this Contract, the City may retain from the Contractor's bid guaranty (if it is a cashier's check) or from the surety (if the guaranty is a bid bond), the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder or the amount of the guaranty, whichever is lesser. If no other bids are received, the full amount of the guaranty may be retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the City.
- 9. In submitting this bid, the Contractor certifies that there has been no collusion with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which this bid is submitted.
- 10. The Contractor hereby certifies that in employment of personnel it does not discriminate against any person or persons, on account of race, creed, color, sex, or national origin. The Bidder represents that it has read, understands, and will comply with Instructions to Bidders regarding the Chelsea Plan-Construction Industry Program.
- 11. Bidder acknowledges receipt of the following addenda:

Addenda Nos. 1 through 9 inclusively.

BY: Christy Moore TITLE: Estimator

COMPANY: The Stewart/Perry Co. Inc.

ADDRESS: 4855 Overton Road Birmingham, AL. 35210

MAILING ADDRESS: 4855 Overton Road Birmingham, AL. 35210

TELEPHONE: 205) 414-6217

If Bidder Is a Corporation, State: Merrill Stewart, Jr.

Name of officer Certified by Board of Directors to execute Contract

Binding Bidder

Alabama

State of Incorporation of Bidder:

If Bidder is a Partnership, State: _____

Full Name of All Partners

For any bid of \$50,000 or more, the bidder MUST attach a photocopy or other evidence of current General Contractor's License No., current bid limit and type(s) of work for which the Contractor is currently licensed.

DATE: February 15, 2024

END OF SECTION

Do not staple this form; use clips.

DCM Form C-4
August 2021

BID BOND

The **PRINCIPAL** (*Bidder's company name and address*)

Name: The Stewart/Perry Company, Inc.
Address: 4855 Overton Road, Birmingham, AL 35210

The **SURETY** (*Company name and primary place of business*)

Name: Philadelphia Indemnity Insurance Company
Address: One Bala Plaza, Ste. 100, Bala Cynwyd, PA 19004

The **OWNER** (*Entity name and address*)

Name: City of Irondale
Address: 101 20th Street South, Irondale, AL 35210

The **PROJECT** for which the Principal's Bid is submitted: (*Project name as it appears in the Bid Documents*)

Irondale Public Library

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the **PENAL SUM** of five percent (5%) of the amount of the Principal's bid, but in no event more than Ten-thousand Dollars (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Documents, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, **then**, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this 15 day of February, 2024.

ATTEST:

Suzan Thompson

PRINCIPAL:

The Stewart/Perry Company, Inc.

By

Fred D. Hendon

Fred D. Hendon, CFO

Name and Title

SURETY:

Philadelphia Indemnity Insurance Company

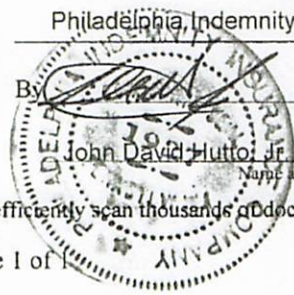
By

John David Hutto, Jr.

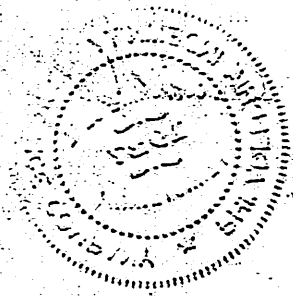
Name and Title

ATTEST:

Kate P. Hutto



Note: Do not staple this form; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database.



[Handwritten signature]

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John David Hutto, Jr. of Bonds Unlimited, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

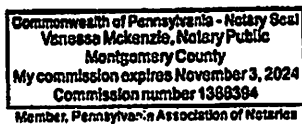


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

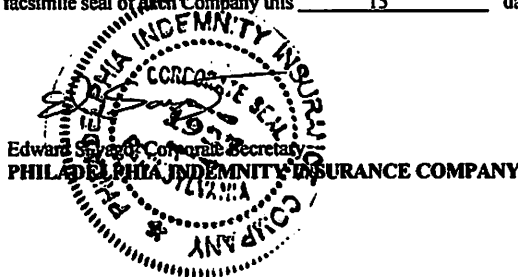
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of said Company this 15 day of February 2024





ՀՀ Բնակչության համայնքային և տեղական ինքնակառավարմամբ մարմինների մասին ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

ՀՀ Կոնստիտուցիայի 117-րդ հոդվածի 2-րդ կետի և 118-րդ հոդվածի 1-րդ կետի հիմամբ:

SECTION 01 21 00

ALLOWANCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Division-1 Specification sections, apply to work of this section.
 - 1. Coordinate allowance work with related work to ensure that it is completely integrated and interfaced with related work.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions and Explanations: Certain requirements of the work related to each allowance are shown and specified in contract documents. The allowance has been established in lieu of additional requirements for that work, and further requirements thereof (if any) will be issued by change order.
- B. Types of allowances scheduled herein for the work included the following:
 - 1. Lump sum allowances.
- C. Selection and Purchase:
 - 1. At earliest feasible date after award of Contract, advise Architect/Engineer of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the work.
 - 2. As requested by the Architect/Engineer, obtain and submit proposals for the work of each allowance for use in making final selections; include recommendations for selection which are relevant to the proper performance of the work.
 - 3. Purchase products and systems as specified, and as selected (in writing) by the Architect/Engineer.
 - 4. Submit proposals and recommendations, for purchase of products or systems of allowances, in form specified for change orders.
- D. Change Order Data: Include in each change order proposal both the quantities of products being purchased and unit costs, along with total

amount of purchases to be made. Where requested, furnish survey-of-requirements data to substantiate quantities. Indicate applicable taxes, delivery charges, amounts of applicable trade discounts, and other relevant details as requested by the Architect.

1. Each change order amount for allowances shall be based on the unit price difference between the actual purchase amount and the allowance, multiplied by the final measure or count of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.
2. Include 10% overhead and profit separately, in the Contractor's Base Bid, and not as part of Allowances.
3. When requested, prepare explanations and documentation to substantiate the quantities, costs, and margins as claimed.

E. Change Order Mark-Up:

1. Except as otherwise indicated, comply with provisions of General Conditions. For each allowance, Contractor's claims for increased costs (for either purchase amount or Contractor's handling, labor, installation, overhead, and profit), because of a change in scope or nature of the allowance work as described in contract documents, must be submitted within 60 days of initial change order authorizing work to proceed on that allowance; otherwise, such claims will be rejected.
2. Where it is not economically feasible to return unused material to the manufacturer/supplier for credit, prepare unused material for the Owner's storage, and deliver to the Owner's storage space as directed. Otherwise, disposal of excess material is the Contractor's responsibility.

F. Time and Allowance Amounts:

1. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to provide a Contract time extension, due to use or non-use of any Allowance amount.
2. Nothing in the Bid or Contract Documents shall be so constructed or interpreted as to allow unused Allowances or any portion thereof, nor any overhead and profit therefore to be retained by or paid to the Contractor.
 - a. Amount of unused allowances be returned shall include unused amount plus 10% overhead and profit.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

3.1 SCHEDULE OF ALLOWANCES:

A. **Allowance No. 1 – Contingency Allowance:**

1. Allow a lump sum of **\$350,000.00** for additional work, as directed by the Architect and Owner, including purchase, any applicable taxes and fees, and all related costs.
2. Include overhead and profit of at least 10% in Base Bid, and not as part of Allowance.

B. **Allowances No. 2 – GENERAL EXCAVATION UNDERCUT AND REPLACEMENT:**

1. The following items will be included as an allowance based on units and quantities along with the unit prices provided per the specifications. The contractor will only be able to utilize these allowances when the required excavation exceeds what is required by the Specifications and as directed by the Owner's Geotechnical Engineer. This allowance is not to be used to correct subgrade damage caused by construction traffic or contractor neglect.

The contractor will only use this allowance when properly authorized prior to performing the additional work paid for from the allowance.

- a. Unit Price Item No. XX – Undercut and Backfill of Unsuitable Material.

9,000 cy x \$ \$32.00 per cy = \$288,000.00 (Addendum 7)

C. **Allowance No. 3 – ROCK, MASONRY, OR CONCRETE EXCAVATION IN TRENCHES AND PITS:**

1. The following items will be included as an allowance based on units and quantities along with the unit prices provided per the specifications. The contractor will only be able to utilize these allowances when the required excavation exceeds what is required by the Specifications and as directed by the Owner's Geotechnical Engineer. This allowance is not to be used to correct subgrade damage caused by construction traffic or contractor neglect. The contractor will only use this allowance when properly

authorized prior to performing the additional work paid for from the allowance.

- a. Unit Price Item No. 5 – Rock, Masonry, or Concrete

Excavation in Trenches and Pits.

100 cy x \$ \$185.00 per cy = \$18,500.00

D. Allowance No. 4 – ADDITIONAL WALL BLOCKING FOR SHELVING: (Addendum 7)

- 1. The following items will be included as an allowance based on units and quantities along with the unit prices provided per the specifications. The contractor will only be able to utilize these allowances when the required excavation exceeds what is required by the Specifications and as directed by the Owner's Geotechnical Engineer. This allowance is not to be used to correct subgrade damage caused by construction traffic or contractor neglect. The contractor will only use this allowance when properly authorized prior to performing the additional work paid for from the allowance.

- a. Unit Price Item No. 13 – Additional Wall blocking

Excavation in Trenches and Pits.

120 LF x \$ 10.00 per LF = \$1,200.00

END OF SECTION 01 21 00

**ATTACHMENT A
TO PROPOSAL FORM****SUBMITTED BY - GENERAL CONTRACTOR'S FIRM NAME:**

The Stewart/Perry Co. Inc.

1.1 ITEMIZED UNIT PRICE SCHEDULE:

- A. The undersigned proposes the following Unit Prices **for additions to or deductions from the Work** wherein Unit Prices are applicable as determined by the Architect and Owner. These Unit Prices include all charges for labor and materials, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for Unit Item of Work installed in place. The Contract sum shall be increased or decreased based upon quantity difference multiplied by the applicable Unit Price, in accordance with the General Conditions.
- B. Refer to Division 1 - "Unit Prices", and to the respective sections of the Specifications for the complete Unit Price Item description.
- C. Submit the following Unit Prices with the Proposal Form on Bid Date.

1.2 GENERAL UNIT PRICES - For construction complete as shown and specified:

#	ITEM DESCRIPTION:	UNIT:*	UNIT PRICE, ADD OR DEDUCT:
1.	Mass Earth Excavation	CY	\$ 15.40
2.	Trench Earth Excavation	CY	\$ 15.40
3.	Hand Earth Excavation	CY	\$ 38.50
4.	Additional Soil		
	4a. Topsoil :	CY	\$ 60.50
	4b. General or Open Site Areas	CY	\$ 19.80
	4c. Trench Backfill	CY	\$ 19.80
	4d. Select Fill	CY	\$ 19.80
5.	Rock, Masonry, or Concrete Excavation in Trenches and Pits	CY	\$ 203.50
6.	Rock, Masonry, or Concrete Excavation in Open Excavation	CY	\$ 181.50
7.	Sod	SY	\$ 12.10
8.	Concrete Mud Footings	CY	\$ 165.00
9.	Undercut & Backfill in Building Control Areas	CY	\$ 35.20
10.	Undercut & Backfill in Non-Building Control Areas	CY	\$ 35.20

#	ITEM DESCRIPTION:	UNIT:*	UNIT PRICE, ADD OR DEDUCT:
11.	Crushed Stone	TN	\$ 39.60
12.	Concrete Sidewalk	SF	\$ 9.90
13.	Additional Wall Blocking	LF	\$ 11.00

- A. The undersigned proposes the following Unit Prices for additions to or deductions from the Work wherein Unit Prices are applicable as determined by the Architect and Owner. These Unit Prices include all charges for labor and materials, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for Unit Item of Work installed in place. The Contract sum shall be increased or decreased based upon quantity difference multiplied by the applicable Unit Price, in accordance with the General Conditions.
- B. Refer to Division 1 - "Unit Prices", and to the respective sections of the Specifications for the complete Unit Price Item description.
- C. Submit the following Unit Prices with the Proposal Form on Bid Date.

END OF ATTACHMENT A TO PROPOSAL FORM

(* Legend to "Unit" quantity abbreviations: LF = Per "Linear Foot"
SF = Per "Square Foot"
CY = Per "Cubic Yard"
TN = Per "Ton"

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 15548
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

THE STEWART/PERRY CO INC

BIRMINGHAM, AL 35210

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION

until June 30, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

195133

9th day of June, 2023

Michael B. Ten SECRETARY-TREASURER

Charles A. White Jr. CHAIRMAN

Wart/Perry Company, Inc.
10000 Barton Road
Birmingham, AL 35210
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DEDUCT = \$10,000⁰⁰

FROM BASE BID

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 2nd day of April in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Irondale, Alabama
Irondale City Hall
101 20th Street S
Irondale, AL 35210

and the Contractor:
(Name, legal status, address and other information)

The Stewart-Perry Company, Inc.
4855 Overton Road
Birmingham, Alabama 35210

for the following Project:
(Name, location and detailed description)

Irondale Public Library
Irondale, Alabama

The Architect:
(Name, legal status, address and other information)

Charles Williams & Associates, Inc.
3601 8th Avenue South
Birmingham, AL 35222

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2.1 The Work includes all items from the Contract Documents.

§ 2.2.2 In the event of inconsistencies within or between portions of the Contract Documents, or between the Contract Documents and applicable Legal Requirements, the Contractor shall seek direction from the Owner regarding the resolution of such inconsistency. A duplication of Work is not intended by the Contract Documents and any duplications specified shall not become a basis for extra cost to the Owner. The terms and conditions of this Section, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

§ 2.2.3 The Contractor is to perform the Work in accordance with applicable laws, statutes, ordinances, building and other codes, rules, regulations, requirements of any public authority, or lawful orders of public authorities, (sometimes referred to collectively in the Contract Documents as "Legal Requirements").

§ 2.2.4 The Contractor shall perform and complete its obligations under this Contract through the exercise of care, diligence and skill expected of a contractor (i) that is experienced and skilled in the scope of Work shown in the Contract Documents and in the construction of buildings of the quality, complexity, size, nature, site and location comparable to the Project and (ii) that is highly familiar with (a) the site upon which the Project is to be constructed and (b) local conditions under which the Work is to be performed (such care, diligence, and skill is the "Standard of Care").

§ 2.2.5 The Contractor agrees to use best efforts to cooperate with the Owner and others as designated by the Owner, and among other things, the Contractor: (i) shall make documents, materials and information available to, and as requested by the Owner, (ii) shall respond promptly to all requests and inquiries of the Owner, (iii) shall attend, or its authorized representative shall attend, meetings, as requested by the Owner, pertaining to the Project, (iv) shall keep

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qualified personnel generally available to discuss with the Owner any aspect of the Project, (v) shall provide the Owner with written reports as reasonably requested, (vi) shall participate in meetings and reviews pertaining to constructability, value engineering, and other matters that bear upon the design and construction of the Project, (vii) shall attend meetings with, and assist in preparing design presentations to, and responding to questioning by public authorities, (viii) shall provide necessary follow-up to ensure that recommendations or directions of public authorities related to construction matters are appropriately addressed, and (ix) shall timely request information and documents from the Owner and others as necessary or advisable to perform the Work.

§ 2.2.6 Except as set forth herein, the Contractor shall not be entitled to any adjustments in the Contract Sum or the Contract Time as a result of any action, or failure to act, in connection with any work or other services performed by the Contractor, or any entity affiliated with the Contractor, for portions of the Project other than the Work. In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the contractor, the contract sum, time of completion, or contract requirements shall be equitably adjusted by change order to the extent allowed by law in accordance with the procedures of the contract documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than Four Hundred Twenty (420) calendar days from later to occur of the Contractor's receipt of the fully executed contract, Owner's written Notice to Proceed, or the issuance of the building permit.
- By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Million Five Hundred and Forty-four Thousand Dollars and NO.100 (\$8,544,000), subject to additions and deductions as provided in the Contract Documents. Contractor shall not be entitled to a Change Order and increase in the Contract Sum for substitutions and/or changes to the Project made or proposed by or on behalf of the Contractor that constitute any failure of the Contract to comply with Applicable Legal Requirements. Project approvals or other requirements of the Contract Document as such shall be corrected by Contractor at Contractor's expense without any change to the Contract Sum.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum.

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
1. Contingency Allowance	\$350,000.00
2. General Excavation (9,000 CY)	\$288,000.00
3. Excavation in Trench and Pits (100CY)	\$ 18,500.00
4. Add'l Wall Blocking (120 LF)	\$ 1,200.00

§ 4.4 Unit prices set forth in the Contract Documents, including but not limited to: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)* No Contractor markup of subcontractor or vendor costs within the unit prices shall be permitted. The Owner may request certified unit pricing documentation from the Contractor, subcontractor or vendor to verify the unit pricing reflects actual cost to the Contractor.

Item	Units and Limitations	Price per Unit (\$0.00)
See Attachment A – Unit Prices		

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

The Contractor understands that time is of the essence in the performance of the Work and that the Owner shall incur damages in the event of late completion in an amount that is difficult to ascertain and calculate. Accordingly, if the Contractor fails to achieve Substantial Completion of the Work required by the allotted time or dates set out herein then the Contractor shall pay the Owner according to the schedule of Liquidated Damages contained in § 9.11.2 of Supplemental General Conditions. The parties agree that the amount above is not a penalty but a good faith estimate of actual damages that the Owner would incur.

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

n/a

§ 5.1.3 Provided that a completed Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the approval by the Architect of the completed Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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Five percent (5%) of the first 50% of the Contract Price

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

n/a

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit a completed Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

All close-out documents, lien waivers, and advertisement of completion must be submitted prior to release.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract to the satisfaction of the Owner and Architect;
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 provided all close out documents in accordance with the Contract Documents, such as as-builts, warranties, lien waivers in a form requested to by the Owner; and,
- .4 Contractor has complied with all other requirements of payment as set out in the Contract Documents

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

n a

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0 % zero percent

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017. However, Contractor will be paid for all work completed to the date of termination pursuant to the terms of this Contract.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Zero Dollars (\$0.00)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Kemp Management Solutions, LLC
3029 2nd Avenue South
Birmingham, Alabama 35233
Attn: Keltin Garrett
Email: kgarrett@kempms.net

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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David Harrison
4855 Overton Road
Birmingham, Alabama 35210
dharrison@stewartperry.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as required in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as required in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

The Contractor represents and warrants to the Owner the following (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract and the final completion of the Work:

- .1 that the Contractor is, and throughout the performance of the Work shall remain, financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that the Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 that the Contractor is qualified to do business in the state in which the Project is located and is properly licensed by, and registered with, all necessary governmental, public and quasi-public authorities having jurisdiction over the Contractor, the performance of the Work and the Project;
- .4 that execution of this Contract and performance thereof is within the duly authorized powers of the Contractor and all resolutions or other authorization necessary for the Contractor to enter into this Contract and for the signatory to sign this Contract on behalf of the Contractor have been duly obtained and are currently in full force and effect; and
- .5 that the Contractor is familiar with the Project site and with the local conditions under which the Work is to be performed (as more specifically described in the General Conditions) and has correlated such observations with the requirements of the Contract Documents.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 In addition to the documents set forth in Article I, this Agreement is comprised of the following documents:

(Paragraph deleted)

- .1 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Insert the date of the E203-2013 incorporated into this Agreement.)

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.5 Drawings dated November 16, 2023

.6 Specifications dated November 16, 2023

.7 Addenda, if any:

Number	Date	Pages
1	January 26, 2024	
2	January 30, 2024	
3	February 2, 2024	
4	February 6, 2024	
5	February 8, 2024	
6	February 9, 2024	
7	February 12, 2024	
8	February 13, 2024	
9	February 14, 2024	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204^{1M} 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

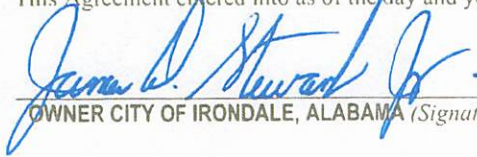
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201^{1M}-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Bid Proposal Form dated February 15, 2024:

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Project Manual – Specifications – Volumes 1 and 2 ("Project Manual") and the documents and requirements set forth therein – In the event of a conflict or inconsistency between the provisions of this A101 Agreement and the specifications set forth in the Project Manual, the provisions set forth in the Project Manual shall control.

This Agreement entered into as of the day and year first written above.


OWNER CITY OF IRONDALE, ALABAMA (Signature)

James D. Stewart, Jr. Mayor
(Printed name and title)


CONTRACTOR (Signature)

Heath Cather, President
(Printed name and title)

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