

Date Issued: March 27, 2019

Invitation to Bid No.: 19-024

The City of Decatur will accept sealed bids for the following material, equipment or services:

**Wet Sealing Windows, Doors & Painting City Hall Exterior**

A **mandatory** Pre-bid Meeting will be held: **am on April 11, 2019 at 10:00am on the 7<sup>th</sup> floor of City Hall.**

**Sealed and Marked Bids must be received before: April 23, 2019 at 1:00pm in the Purchasing Department 3<sup>rd</sup> Floor of City Hall**

Return sealed bid to:

Regular Mail

City of Decatur  
Purchasing Department  
P.O. Box 488  
Decatur, AL 35602

Courier

City of Decatur  
Purchasing Department  
Third Floor  
402 Lee St., NE  
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Typed/Printed Authorized Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No. (if required)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

# PRICE SHEET

Opening Date: April 23, 2019

Invitation to Bid No.: 19-024

Opening Time: 1:00pm

Description	Bid Price
Wet Glaze all Windows & Doors	
Caulk Perimeter of all Windows & Doors	
Surface Preparation	
Painting	
<b>Total Base Bid</b>	
Replace , caulk, and painted damaged fascia (\$ per linear foot)	
<b>Number of Business Days to Complete:</b>	

**Prices quoted in all bids for personal property shall be total delivered price.**

- A bid bond **IS** required for this IFB.
- Delivery can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
- Terms: \_\_\_\_\_ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within \_\_\_\_\_ days (not to be less than 180 days)

**NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.**

**By signing this contract, \_\_\_\_\_ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Company

For questions concerning the bid specifications contact Paul Floyd at pfloyd@decatur-al.gov or call 256-341-4761.

For questions concerning your bid submission contact purchasing@decatur-al.gov or call 256-341-4520.

## STANDARD TERMS AND CONDITIONS

**IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.**

Bid response envelopes shall be properly identified on the front with the invitation to bid number, opening date and time. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses and signature page must be submitted on this form in ink or typewritten or the bid will be rejected. Submit this **original and (1) copy** of the original with your response.

For a “no-bid” response, return the signature page signed and marked “no bid”. Non-response may result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Non Appropriation of Funds: Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved. The City reserves the right to award this bid to a single vendor or multiple vendors when in the best interest of the City. The City reserves the right to award parts of this bid or to reject all bid submissions.

The City of Decatur reserves the right to seek clarification of bid responses from vendors submitting responses.

The City of Decatur is exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award when requested.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City. The City shall give the Contractor 30 day's written notice of termination.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The successful bidder shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances. Including but not limited to a current business license and remittance of sales tax owed to the City.

**A Bid Bond or a certified check in the amount of five percent (5%) of the price bid, or \$10,000, whichever is least, payable to the City of Decatur, must accompany each bid. Performance Bond and Payment Bond, each in the amount of one-hundred percent (100%) of the bid amount, will be required of the successful Bidder.**

**Performance bond and payment bond must be submitted to the City Clerk's Office prior to notice to proceed.**

An electronic version of this bid is available on the City's website at [www.decaturalabamausa.com](http://www.decaturalabamausa.com) or by emailing [purchasing@decatur-al.gov](mailto:purchasing@decatur-al.gov). In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy with your bid response package.

The hard copy of the invitation to bid on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that

materially change the intent of the bid could be considered grounds for rejection of the bid response.

Materials incorporated into the Work are exempt from sales and use tax pursuant to Alabama Act No. 2013-205 (effective January 1, 2014). General Contractors and subcontractors interested in bidding are advised to contact the Sales, Use, & Business Tax Division of the Alabama Department of Revenue for information regarding required qualifications for exemption. Materials incorporated into the project are exempt from sales and use tax. General contractors and/or subcontractors are advised that the successful bidder will be required to submit a routine application to the Alabama Department of Revenue for an exemption certificate.

Exclusion of the electronic files in a bid response is not a basis for rejection.

**A BID RESPONSE MAY BE REJECTED IF:**

- Bids improperly submitted or identified
- Bid bond not included
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid
- Material alteration of the master document
- Invitation to bid number not on face of envelope
- Received late
- Bid response not on original form
- Bid not in ink or typed
- Proper licensing not included/provided as required by law

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

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

APPLICANT'S NAME: \_\_\_\_\_

### **E-VERIFY AFFIDAVIT**

I am the applicant listed above. In my capacity as \_\_\_\_\_ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

\_\_\_\_\_  
E-verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Applicant

Sworn to and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **Section 34-8-8**

*Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.*

(a) All owners, architects, and engineers preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of this chapter or the portions thereof as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, or engineer who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, and engineers receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, and engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

**(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429; Acts 1996, No. 96-640, p. 1013, §1.)**

**CITY OF DECATUR, ALABAMA  
Contractor Pre-qualification Form (PQF)**

**This form must returned in your sealed bid submission**

<b>Safety Health and Environmental (FOR CONTRACTORS AND MAJOR SUPPLIERS)</b>			
<b>GENERAL INFORMATION</b>			
1. Company Name:		Telephone:	
Street Address:	Mailing Address:		
2. Contact for Insurance Information (Name):			
Title:		Telephone:	Fax:
3. PQF Completed By (Name):			
Title:		Telephone:	Fax:
<b>ORGANIZATION</b>			
4. Project Description:			
_____			
_____			
_____			
<b>SAFETY, HEALTH &amp; ENVIRONMENTAL PERFORMANCE</b>			
5. Injury & Illness Stats (previous 3 years)	(Year)	(Year)	(Year)
Total Recordable Incidents:	_____	_____	_____
Fatalities:	_____	_____	_____
6. Has your company received any Citations, Notice of Violations, or other penalties relative to safety, health, or environmental within the last three years?			
Yes _____ No _____			
If Yes, please provide detailed explanation.			
_____			
_____			
_____			

7. Does your organization have a "Drug Free Workplace Policy" and/or Program?

Yes    No



8. Does your organization have an Accident/Incident Reporting and Investigation procedure?

Yes  No

9. Do you have a Safety Orientation Program?

Yes  No

10. Do you conduct field safety inspections?

Yes  No

11. Do you conduct Safety Meetings?

Yes  No

12. Company Safety Health and Environmental contact:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: Mobile \_\_\_\_\_

Office \_\_\_\_\_

Email Address: \_\_\_\_\_

13. Company Representative:

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PURPOSE:**

The City of Decatur ("City") seeks to engage the services of a qualified contractor to perform the exterior painting, wet sealing and caulking all windows and doors according to the specifications and exhibits attached hereto.

During normal business hours and during City Council meetings of any nature, the handicapped entrance and employee entrance on the north side of the Tower shall remain open. All other entrances may be closed according to work being done.

**SCOPE OF SERVICES:**

The selected contractor shall have the ability to perform and carry out in a professional manner the services necessary to complete the assigned project. At a minimum, this work shall include:

1. After sanitizing all mildewed surfaces, power wash all exterior surfaces to be painted as well as all stone and brick (DO NOT PAINT STONE OR BRICK).
2. Prepare and seal all exposed and chalky concrete surfaces.
3. Spot prime any bare metal and/or bare wood surfaces.
4. Repair and waterproof all cracks – look for water intrusion areas.
5. Repair all caulking – look for water intrusion areas.

**Note: Caulk all windows (metal to concrete) NO EXCEPTIONS**

**Note: Wet glaze all windows and doors (glass to frame) NO EXCEPTIONS**

**Note: All damaged caulk will be removed and replaced**

**Note: Caulk all sides of bands where water intrusion may occur**

**Note: All wet glaze and caulk shall have at a minimum a 20 year manufacturer's warranty**

6. Prepare and repaint all exterior concrete surfaces to include all vertical and sheer walls, eyebrows, soffits, fascia, decorative elements, ceilings, banding and any other previously painted concrete surfaces.
7. Prepare and repaint all doors and frames. (Exterior side only)
8. Prepare and repaint gutters, downspouts, service panels, and metal drip caps to match adjacent coating.
9. All damaged fascia will be replaced, caulked and painted and priced per linear foot.

**EXCLUSIONS:**

1. Window frames, door frames, exterior light fixtures, signage, and any other areas not mentioned in the above scope of work.

**PRODUCT TO BE USED**

1. After Loxon sealer/conditioner applied, Contractor will apply at a minimum a paint with the quality of SW "Self Cleaning" Loxon paint or acceptable equivalent with a sealer to all concrete surfaces

(white areas). After priming as needed, all metal surfaces will receive a "DTM" (Direct to Metal) all other materials will be used according to specifications.

2. For rust spots use SSPC-SP2 standards – Prime w/ Kem Kromik Universal Metal Primer, B50AZ6 (4-6 mils DFT), paint w/ Sherloxane 800, High Performance Polysiloxane Gloss (B80-500) (4-6 mils DFT) or acceptable equivalents.

### **COLORS**

1. All colors will match existing and all formulas kept at the paint supplier should touchup be required after the project is completed.

### **THE CITY WILL**

1. Provide water and electricity for the crew until project is completed.
2. Assign designated parking space for all painting crew vehicles for the duration of the paint project.

### **CONTRACTOR WILL**

1. Use all means necessary to provide owner with daily report as to the progress of the paint project.
2. Contractor foreman will work closely with the owner or representative thereof.
3. Use drop cloths to protect any plants, trees, bushes, screens, etc. or any other objects necessary from application.
4. Only professional tools and sundries (brushes, rollers, etc.) will be used eliminating any paint application errors during the project.
5. No crew member will use any foul or vulgar language at the job site.
6. Remove soiled rags, brushes, paint cans, etc. daily from clean-up stage and area left in a neat and orderly fashion.
7. All surfaces to be painted will be free of any runs, drips, or holidays.
8. Only manufacturer's products and instructions will be used should any thinning of material be necessary.
9. Contractor will apply sample color scheme if necessary (trim, wall, and door) for CITY to evaluate prior to final color chosen.
10. Deliver or have delivered necessary materials in unopened containers with the original labels and batch numbers clearly visible. All materials shall be used in strict adherence to the manufacturer's written specifications and/or recommendations.
11. Contractor shall take all means necessary to protect the membrane on the roof of City Hall.
12. Contractor shall not use a spraying application for any surfaces to be painted.

### **SURFACE PREPARATION**

All surfaces to be painted will be power washed to remove all mildew, peeling, blistering, excessive chalk residue, salt and other foreign matter. The quality of preparation on repainting surfaces significantly

affects the amount of preparatory work that will be required for all subsequent re-paints. Surface preparation is the most important requirement for maximum durability from any application system.

### 1. SANITIZING

All surfaces to be recoated will be treated with a light bleach solution prior to power washing to eradicate the present growth of mildew and fungus clinging to the surfaces.

This solution contains Bleach, Water, Commercial Mildewcide, TSP, (Tri Sodium Phosphate) and detergent. The solution will be allowed to soak on the tested areas at least 25 minutes before power washing.

NOTE: Should evidence of Algae occur (especially on the northern surfaces) this fungus actually grows through and into the concrete surfaces. After completion of the general power washing process, all Algae will be sprayed again with a Commercial Mildewcide solution allowing the solution to soak and then power washed a second time.

This process is extremely important and helps to prevent the re-growth of the algae through the new coats of paint.

### 2. POWER WASHING

All designated surfaces will then be power washed with a sufficient amount of pressure (approximately 3000 PSI) to remove contaminants that might interfere with the proper bond between the specified coating to be applied and the substrate to be re-coated.

Note: This pressure will be lowered when power washing around windows, doors, wood surfaces, and screen areas.

Note: All rotted wood that is visible to the naked eye will be reported to City or Superintendent.

### 3. SCRAPING

All rusted, peeling, blistering and flaking paint will be removed by scraping and/or wire brushing. Where paint has peeled, the loose edges shall be removed by hand sanding, hand scraping, hand chipping, wire brush, power grinder, power sander, or other hand tools, or a combination of the above methods. At areas where loose paint has been removed, differences of aesthetic profile or texture may remain.

### **METAL SURFACES**

Note: Work will be completed to meet the paint manufacturer's specification requirements and periodically inspected by a City Representative.

#### 1. PREPARATION AND PRIMING

All loose rust will be removed prior to the prime coat application by wire brushing or/and scraping. A Liquid Rust Converter (OSPFO) will be applied to all rusted surfaces and allowed to dry per Specifications. All bare metal surfaces will be spot primed with specified materials. Door surfaces will be lightly sanded, cleaned, solvent wiped, checked if previously painted with Oil Base or Latex Paint prior to paint application.

### **WOOD SURFACES**

Note: Work will be completed to meet the paint manufacturer's specification requirements and periodically inspected by a City Representative.

#### 1. REPAIRS

Contractor will perform a visual inspection of all wood surfaces. Any needed wood repairs will be reported to the City and/or Superintendent and can be repaired by contractor at an additional cost of the repairs to the City. Upon the request, contractor will submit the cost of the repairs to the City and/or Superintendent.

Contractor will not make any repairs without written authorization from the City and/or Superintendent.

#### 2. PREPARATION AND PRIMING

All bare wood surfaces will be spot primed per industry standards. All glossy surfaces will be sanded to a dull finish before painting.

### **CONCRETE AND MASONRY SURFACES**

Note: Work will be completed to meet the paint manufacturer's specification requirements and periodically inspected by a City Representative.

#### 1. CRACKS AND JOINT REPAIRS (WALL SURFACES)

Contractor will inspect all concrete surfaces. All minor loose, broken, damaged (sound out to determine if there is a larger damaged area) and missing concrete will be repaired with (see attached specifications) All repairs will be matched to existing concrete texture as close as possible. Any major concrete repair will be reported to the City and/or Superintendent and can be repaired by contractor at an additional cost. Per the City's request, contractor will submit the cost of the repairs to the City and/or Superintendent. Contractor will not make any repairs without written authorization by the City and/or Superintendent.

All hairline cracks less than approximately 1/16" will be patched approximately 2"-3" wide (1" to 1 1/2" away from the center of the crack) with a brush grade "flexible" patching as per the attached painting specifications.

All cracks from approximately 1/16" to approximately 1/8" will be cut open by hand patch as per the attached specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant approximately 2"-3" wide to 1" to 1 1/2" away from the center of the crack.

All cracks greater than approximately 1/8" will be cut open by rotary grinder to form a "U" or "V" shaped groove. All open cracks will be dusted clean of loose debris, sealed as per attached painting specifications. Once cured, the filled crack will be over coated with knife grade "flexible" sealant approximately 2"-3" wide (1" to 2" away from the center of the crack). Base price includes up to 1000 linear feet.

THIS PROPOSAL SPECIFICALLY EXCLUDES ANY STRUCTURAL REPAIRS AND/OR CONCRETE REPAIRS OTHER THAN THE FINISH COAT CONCRETE, SUCH AS LATHE, WIRE MESH, CONCRETE SCRATCH COAT OR MID COAT.

#### 2. CAULKING REPAIRS

All perimeter joints will be inspected for loose and/or damaged caulk (especially around exterior doors and windows) any loose and/or damaged caulk will be removed, the joint cleaned from dirt and moisture present, then re-caulked.

Specifications. Any smears and excess will be removed immediately. NOTE: Previous caulking and/or sealant deficiencies such as but not limited to excessive material, smears or improper material selection are not covered in this contract. At areas where caulking is missing or loose/damaged caulk has been removed differences of aesthetic profile or texture may remain.

#### **OTHER**

1. The inside white wall on the roof of the Tower to be painted.
2. The pavers on the 7th floor to be cleaned.
3. The red bracing on the roof of the Tower not to be painted.
4. Specifications on the sealant where any painted area terminates should be SW Loxon S1 or acceptable equivalent.
5. The roof of the Tower is designed where they would need to use harness hooks. A parapet wall clamp backed with plywood could be used or lifts, scaffolding – Nothing shall be used that would cause damage to the roof membrane.
6. Spraying the paint not allowed.
7. There is no 220 electricity available on the roof of the Tower.
8. If bricks or mortar come loose while cleaning, the contractor shall clean as to not damage mortar. Contractor would be responsible for cost to fix any damaged mortar.
9. After sanitizing all mildewed surfaces, power wash all exterior surfaces to be painted as well as all stone and brick (DO NOT PAINT STONE OR BRICK).
10. There are no exterior drawings of City Hall.
11. There are restrooms in the building. We will not allow port-o-johns.
12. The City can arrange staging area if needed for day to day work, however, trailers and equipment easily removed can't be left overnight on property. Scaffolding, lifts and any other equipment not easily removed can be left on property.
13. The successful bidder can work weekends and holidays but restrooms will not be available because City Hall will be closed.
14. The successful bidder can work extended hours but City Hall may be closed.

#### **WARRANTY**

Work will be completed to meet the Paint Manufacturer's Warranty & Specification requirements and periodically inspected by a City representative. The Paint Manufacturer's warranty shall cover any areas that are defective during the warranty period. Defective shall be defined as peeling and/or blistering from the subsurface. The paint used will provide at a minimum a TEN (10) YEAR MATERIAL warranty. This limited warranty covers all concrete wall surfaces.

Contractor will issue a FIVE (5) YEAR LABOR AND MATERIAL WARRANTY for workmanship. This limited warranty covers all concrete wall surfaces. If there is a paint failure due to workmanship by contractor personnel, including but not limited to the failure of the coatings; failure of the contractor/applicator to follow and adhere to all of the specifications and instructions provided by Paint Manufacturer; improper surface preparation; and/or improper application of the Paint. The contractor will provide labor and materials to correct these problem(s) at no charge to the City.

These warranties shall be governed by and construed in accordance with the internal laws of the State of Alabama.

#### **PAYMENT & COMPLETION**

Periodically the Contractor shall submit an invoice with an explanation of work completed. Upon inspection the Project Manager and Superintendent shall sign off on the work completed and payment will be made.

The contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.

A retainage equal to 10% of the total cost of the project will be held by the City. The retainage will be released only after the Project Manager and Superintendent inspect and sign off that the total project is completed to their satisfaction and receipt of the above mentioned advertising requirements.