



To: City of Mobile Bidding Website

From: Jody Russell
City of Mobile Architectural Engineering Department

Re: Copeland-Cox Tennis Center
Tennis Court Resurfacing
Project #PR-010-23

&

Medal of Honor Park
Tennis Court Resurfacing
Project #PR-001B-23

Date: July 29, 2025

This Addendum forms a part of, and modifies, the Bidding Documents for the above referenced project, dated July 16, 2025. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.

General:

Clarifications:

- Item 1. Work shall include milling of existing asphalt to a depth of approximately **two inches (2")** in order to keep a level playing surface, see attached section 02513.
- Item 2. Work shall include the furnishing of all labor, materials, tools, and equipment necessary to install a **two inch (2")** layer of asphalt (per ALDOT Sections 420 and 424) at existing courts.

- Item 3. GEOFabric shall be **removed** from the scope of work and will **NOT** be installed in the resurfacing installation.
- Item 4. Contingency for PR-010-23 Copeland-Cox Tennis Center – Tennis Court Resurfacing changed to \$50,000 (\$10,000 Base and \$10,000 for each Alternate).
- Item 4. Contingency for PR-001B-23 Medal of Honor Park – Tennis Court Resurfacing changed to \$10,000.
- Item 5. Unit pricing added for cubic yard of gravel fill (#57 or #411 approved by PM) stipulated in the bid form.
- Item 6. Unit pricing added for additional cubic yard of asphalt stipulated in the bid form.
- Item 7. Unit pricing for the Acrylic Resurfacing, gravel fill, and additional asphalt is **NOT** to be included in the base or alternate bids. Acrylic Resurfacing is to be listed as a separate price for one court only.
- Item 8. All other parameters remain unless otherwise stipulated in a future addendum.

Drawings: N/A

RFI's: N/A

ATTACHMENTS:

Updated Bid Documents

Updated Exhibit 2 – Master Agreement (Contract)

END OF ADDENDUM NO. 2



**ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR *BIDS*
July 16, 2025**

The City of Mobile will receive bids for the following Project:

Project Name: Copeland-Cox Tennis Center – Tennis Court Resurfacing

Project Location: 851 Gaillard Avenue, Mobile, Alabama 36608

Project Number: PR-010-23

Project Name: Medal of Honor Park – Tennis Court Resurfacing

Project Location: 1711 Hillcrest Road, Mobile, Alabama 36695

Project Number: PR-001B-23

Summary of Work: The work shall Include the furnishing of all labor, materials, tools and equipment necessary install a 4.5" (~~1" base layer and 1/2" wear layer~~) **two inch (2")** layer of asphalt (per Aldot Sections 420 and 424) at existing courts. ~~A Geo Fabric shall be installed between base and wear layer per the attached drawing and specifications on all courts.~~ Asphalt shall taper down to existing elevation of courts 6" from edge and extend to the existing drains.

Outline of Work:

1. Work shall include removing all nets and net posts. New sleeves for the net posts shall be installed by the contractor. New posts shall be provided by the contractor for the City to install. See attached detail, 1/A-1, for the basis of design for the net post sleeve assembly.
2. Light poles shall not be removed but should be protected. Any damages to poles are responsibility of the Contractor to repair. Expansion joints to be installed around each light pole base.
3. The Owner shall remove all cabanas and umpire chairs before work starts.
4. The Contractor is to remove all fence fabric needed to complete the asphalt installation. The contractor is responsible for reattaching all fence fabric

components as necessary. Any fence posts damaged will be replaced by the contractor. Replaced posts must match existing fence posts if damaged and are replaced.

5. Work shall include milling of existing asphalt to a depth of approximately 4.5" in **two inch (2")** order to keep a level playing surface, see attached section 02513.
6. No damage to the existing retaining walls during construction. Any damage will be repaired at the contractor's expense. Contractors shall provide a plan to install the asphalt without damaging any concrete.
7. Asphalt finished surface shall not hold any water beyond 1/8" depth.
8. The edge at the retaining wall and concrete apron shall be smooth and continuous with a smooth and level finish.
9. Installation of the asphalt surface is to be smooth and continuous to meet applicable ASTM specifications. The material should be spread by methods in a manner that produces a uniform density and thickness. There should be no uneven areas, unlevel joints, cracking, or loose aggregate. Any uneven surfaces noted by the Project Manager will be repaired correctly at the contractor's expense.
10. Contractor is responsible for replacing any fence components bent, cut or broken.
11. The Contractor is responsible for replacing any concrete walkways or curbs cracked or broken during construction.
12. The contractor is responsible for any damage to the site and must repair any damaged areas including leveling and reseedling.
13. A unit price has been requested to paint/resurface one court to meet the ASTM specifications as well as the attached Section 02540. See attached specification Section 02540. **This is NOT to be included in the base bid or alternate pricing.**

Base Bid: A. Tennis Center Courts 53-56
 B. Medal of Honor Courts 1-4 (group of 4)

Add Alternate #1 – Tennis Center Courts 45-50
Add Alternate #2 – Tennis Center Courts 39-44
Add Alternate #3 – Tennis Center Courts 27-30
Add Alternate #4 – Tennis Center Courts 31-34

Important Dates:

Mandatory Pre-Bid Meeting: Wednesday, July 23, 2025, at 9:00 AM.

Bids Due: Wednesday, ~~July 30~~, August 6, 2025, at 2:15 PM.

Examination of Documents: Before submitting a Bid, Contractors shall carefully examine this RFQ (including attachments), visit the site (including attendance at the Mandatory Pre-Bid meeting), fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Bid will be considered as conclusive evidence that the Contractor has conducted such an examination.

Attachments:

Layout 1 Copeland-Cox Tennis Center Court Layout

Layout 2 Medal of Honor Court Layout

Post Net Information

Post Net Detail

~~Geo Fabric Detail~~

Section 02513 Asphaltic Concrete Paving

Section 02540 Acrylic Tennis Court Playing Surface – Asphalt Resurfacing

Pre-Bid meeting shall be held on Wednesday, **July 23, 2025, at 9:00 A.M.**, meet at the entrance of Copeland-Cox Tennis Center main building, 851 Gaillard Avenue. Mobile, Alabama 36608 followed by a meeting at Medal of Honor Park. Contractors are not required but recommended to have a representative present and sign-in in order to submit a bid. Contractors shall view and verify all existing conditions during the Mandatory Pre-Bid meeting. No additional site visits are scheduled, but may be arranged with the Project Manager upon request.

All **Requests for Information (RFI's)** and requests for substitutions shall be submitted in writing to the Project Manager no later than 3:00 PM, three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Bid form. Failure to acknowledge Addenda may result in disqualification of the Bid.

This is a tax-exempt project. **Bidders** shall NOT include sales and use taxes in their bid amount. Submit Form C-3A, Accounting of Sales Tax, with **Bid**.

Contractors may use on-site utilities and facilities, such as power, water, restrooms and designated parking areas. Lock and secure vehicles and tools while working at the facility. Contractor shall have access to the work site, as approved by the Owner, between 7:00am - 6:00pm Monday through Friday. Additional access may be coordinated with the Owner representatives in advance. Limit use of premises to allow for Owner access and use of facility. The facility will remain in use during the construction period, the area must be clear of tools, debris and materials at all times to ensure the safety of the firefighters when leaving the Station for a response. Debris shall be removed and disposed of daily. No temporary storage will be available for this location. Obey all City and Facility regulations.

The Contractor shall deliver the work complete within sixty (60) calendar days from the date of the written Notice of Proceed.

- A. In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Bidder shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.
- B. It is unlikely that the Contractor will be allowed additional construction days due to inclement conditions ("rain days"), because of the critical completion date of the project. However, the Contractor may submit such requests, but only as such are appropriately documented and are in excess of the

NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days each week. Do not wait for the end of the project to submit rain days.

Unit Prices:

Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will be the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.

Allowance:

Include in the Total Base Bid stipulated allowance(s) as indicated on the Bid Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Bid), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

BID SECURITY:

A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

Power of Attorney is required for all Bonds.

Bids (stipulated sum):

Bid, with Bid Security, Sales Tax Form C-3A, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR THE Copeland-Cox Tennis Center – Tennis Court Resurfacing - PROJECT NUMBER: PR-010-23 & Medal of Honor Park – Tennis Court Resurfacing – PROJECT NUMBER: PR-001B-23", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount of \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

- A. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- B. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- C. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.
- D. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.
- C. The City of Mobile will have ninety (90) days from the bid opening date to award contract.

Bond Requirements:

For contracts that exceed \$10,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

See attached sample Exhibit 10

- A. Cost of Bonds shall be included in the Contractor's bid.
- B. A Surety authorized to do business in the State of Alabama must issue Bonds.
- C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

A City of Mobile Business License is required and must be current at contract execution and throughout the duration of the contract.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:

- 1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)
- 2. Contract form example "Agreement Between Owner and Contractor For A

Stipulated Sum" (sample attached as Exhibit 2)

3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)
4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (Attached as Exhibit 4). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System:
<https://www.cityofmobile.org/bids/vendor->

Equal Opportunity:

- A. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" (Exhibit 5) with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
- B. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontracting information and any questions regarding the DBE Compliance Forms contact: Archnique Kidd @ 251-208-7967 or Archnique.kidd@cityofmobile.org.

For **Payment(s)**, each month until project completion, submit one (1) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Exhibit 6) (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor.) Each Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) retainage. Prior to Substantial Completion of the Work, the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order. See attached sample Exhibit 6.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars (\$50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Contracts over \$50,000, the

Contractor shall publish four successive weeks. Within five working days after publication, the Contractor shall provide original notarized proof of publication to the Project Manager.

The “Notice of Final Completion” shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for **Copeland-Cox Tennis Center – Tennis Court Resurfacing, PR-010-23, 851 Gaillard Drive, Mobile, Alabama 36608 & Medal of Honor Park – Tennis Court Resurfacing, 1711 Hillcrest Road, Mobile, Alabama 36695**. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

Liquidated Damages: A time charge equal to two hundred fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor’s Warranty: Contractor shall provide a written warrantee to the Owner that all materials furnished under the contract are of good quality and new. Contractor shall further warrant that the Work conforms to the requirements of the information contained in this Request for Bids and will be free from defects. Work and/or materials not conforming to these requirements may be considered defective and shall, within one (1) year from the date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractors shall also provide manufacturer’s warranties for products used. Existing cracks prior to construction shall not be warrantied by the contractor.

Close Out Documents: Shall consist of as built drawings, warrantees, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents:

1. Contractor’s Affidavit of Payment of Debts and Claims - G706 (Exhibit 7)
2. Contractor’s Affidavit of Release of Liens - G706A (Exhibit 8)
3. Consent of Surety to final Payment - G707 (if bonds are required) (Exhibit 9)

Contact the Project Manager, Jody Russell, at the City of Mobile, Architectural Engineering Department, 251-208-1083 phone, or e-mail jody.russell@cityofmobile.org for further clarification regarding this Request for Bids. All communication during the project shall be through the project manager, Jody Russell.

Copeland-Cox Tennis Center – Tennis Court Resurfacing
851 Gaillard Drive, Mobile, Alabama 36608
PR-010-23

Medal of Honor Park – Tennis Court Resurfacing
1711 Hillcrest Road, Mobile, Alabama 36695
PR-001B-23

BID FORM:

Company Name: _____

Company Address: _____

Office Phone #: _____ **Fax #:** _____

City of Mobile Business License No.: _____

In compliance with the Request for Bids prepared by the City of Mobile, Architectural Engineering Department, dated _____, and all Addendum(a) No(s) _____ dated _____, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within sixty (60) calendar days from the written Notice to Proceed. .

Bidders shall NOT include sales tax in their bid. Submit Form C-3A, Accounting of Sales Tax, with Bid.

Bids shall be provided in whole dollar amount with no cents.

Base Bid (A. Copeland-Cox Tennis Center Courts 53-56) Amount:

Amount in Words
_____ Dollars & No Cents \$ _____ .00

Contingency Allowance: Ten Thousand Dollars & No Cents \$ 10,000.00
Amount in Words Amount in #'s

Base Bid (B. Medal of Honor Courts 1-4) Amount:

Amount in Words
_____ Dollars & No Cents \$ _____ .00

Contingency Allowance: Ten Thousand Dollars & No Cents \$ 10,000.00
Amount in Words Amount in #'s

Total Base Bid Amount: _____

Amount in Words
_____ Dollars & No Cents \$ _____ .00

Add. Alternate #1 (Copeland-Cox Tennis Center Courts 45-50) _____

Amount in Words

_____ Dollars & No Cents \$ _____ .00

Amount in #'s

Contingency Allowance: Ten Thousand Dollars & No Cents \$ **10,000.00**

Amount in Words

Amount in #'s

Add. Alternate #2 (Copeland-Cox Tennis Center Courts 39-44) _____

Amount in Words

_____ Dollars & No Cents \$ _____ .00

Amount in #'s

Contingency Allowance: Ten Thousand Dollars & No Cents \$ **10,000.00**

Amount in Words

Amount in #'s

Add. Alternate #3 (Copeland-Cox Tennis Center Courts 27-30) _____

Amount in Words

_____ Dollars & No Cents \$ _____ .00

Amount in #'s

Contingency Allowance: Ten Thousand Dollars & No Cents \$ **10,000.00**

Amount in Words

Amount in #'s

Add. Alternate #4 (Copeland-Cox Tennis Center Courts 31-34) _____

Amount in Words

_____ Dollars & No Cents \$ _____ .00

Amount in #'s

Contingency Allowance: Ten Thousand Dollars & No Cents \$ **10,000.00**

Amount in Words

Amount in #'s

Unit Price #1: Acrylic Surface System \$ _____ per ONE Court

Unit Price #2: Gravel Base (#57 or #411 approved by PM) \$ _____ per Cubic Yard

Unit Price #3: Additional Asphalt \$ _____ per Cubic Yard

Contact Phone #: _____ **Cell #:** _____

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

**ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A**

To: City of Mobile

Date: _____

Name of Project: Copeland-Cox Tennis Center – Court Resurfacing
Project Number: PR-010-23

Name of Project: Medal of Honor Park – Court Resurfacing
Project Number: PR-001B-23

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID A. CTCC Courts 53-56: \$ _____

BASE BID B. Medal of Honor Courts 1-4 (group of 4): \$ _____

ADD ALT. #1: \$ _____

ADD ALT. #2: \$ _____

ADD ALT. #3: \$ _____

ADD ALT. #4: \$ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder _____

Mailing Address _____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith**” **Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total number of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

Description _____ Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Exhibit 2



**MASTER AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the City:

**CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633**

And the Contractor:

_____ [insert name]
_____ [insert address]

City Business License No.: _____

For the following Project:

**Copeland-Cox Tennis Center – Tennis Court Resurfacing
851 Gaillard Avenue,
Mobile, Alabama 36608
Project Number: PR-010-23**

**Medal of Honor Park – Tennis Court Resurfacing
1711 Hillcrest Road,
Mobile, Alabama 36695
Project Number: PR-001B-23**

The Architect:

**Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702**



MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the “Effective Date”), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the “City”), a municipal corporation organized and existing under the laws of Alabama and _____ (Company full name) (hereinafter referred to as “Contractor”), an Alabama corporation with its principal office at _____ (company address).

I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits: __

Exhibit A: Scope Of Services

Exhibit B: Project Schedule

Exhibit C: Fee Schedule

Exhibit D: City Insurance [Required]

Exhibit E: E-Verify Documents [If Applicable]

Exhibit F: Bidding And Contract Requirement Documents

Exhibit G: Secretary of State

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued a bid package identification on July 16,2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR’S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Copeland-Cox Tennis Center – Tennis Court Resurfacing & Medal of Honor Park – Tennis/Pickleball Courts Improvements (the “Project”), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be _____ and 00/100 (\$ _____), subject to additions and deductions as provided in the Contract Documents.

A. Tennis Center Courts 53-56

Base Bid:	\$ _____
Contingency Allowance:	\$ <u>50,000.00</u>
Total Bid:	\$ _____
Add. Alternate #1 (Tennis Center Courts 45-50)	\$ _____
Add. Alternate #2 (Tennis Center Courts 39-44)	\$ _____
Add. Alternate #3 (Tennis Center Courts 27-30)	\$ _____
Add. Alternate #4 (Tennis Center Courts 31-34)	\$ _____

B. Medal of Honor Courts 1-4

Base Bid:	\$ _____
Contingency Allowance:	\$ <u>10,000.00</u>
Total Bid:	\$ _____
Alternate:	N/A

Total Contract Sum:	\$ _____
---------------------	----------

B. Alternates (if any included in the contract sum)

Item: N/A Price: N/A

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
 2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
 3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
 4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.
- D.** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$ _____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.
- E.** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- F.** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.

5. 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 accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. 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.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - a. The amount of each progress payment shall first include:
 - i. That portion of the Contract Sum properly allocable to completed Work;
 - ii. 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 City, suitably stored off the site at a location agreed upon in writing and insured as specified.
 - iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
 - b. The amount of each progress payment shall then be reduced by:
 - i. The aggregate of any amounts previously paid by the City;
 - ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
 - iii. 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;
 - iv. 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; and
 - v. Retainage withheld pursuant to Section IV(A)(8).
 - c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.
8. Retainage
 - a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
 - i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall

be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

- ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City’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.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
 - a. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City’s then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
 - b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City’s final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- a. Contractor’s Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - i. Contractor’s Release or Waiver of Liens
 - ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- b. Contractor’s Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- d. Any additional close out requirements per the contract documents; and
- e. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of 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 (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (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. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for _____ [contract number, contract name, contract address]. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A.** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).
- B.** This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

- A.** Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- B.** Employee's Liability Insurance shall be provided for limits of liability not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 each employee |
| Bodily Injury by Disease | \$1,000,000 each policy |
- C.** United States Longshoreman's Harbor Worker's Act.
- D.** Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- E.** The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

- | | |
|---|--|
| 1. Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| 2. Property Damage | \$1,000,000 each occurrence; or |
| 3. Bodily Injury and
Property Damage | \$1,000,000 combined single limit |

F. Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

G. The Contractor shall carry for himself and shall require that all Subcontractors and all Citys of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|---|--|
| 1. Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| 2. Property damage | \$1,000,000 each occurrence; or, |
| 3. Bodily Injury and
Property damage | \$1,000,000 combined single limit |

H. Umbrella/Excess Liability: \$2,000,000 combined single limit
each occurrence for bodily injury and/or
property damage

- I. Builder's Risk Coverage (Property Insurance):** The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- K.** The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

- L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- M. "In Rem" endorsement.
- N. Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

- O. The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

X. ENUMERATION OF DOCUMENTS

- A. Standard Form of Agreement Between City and Contractor;
- B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
- C. Drawings

Number	Title	Date
P. 94	Court Layout	July 16,2025
P.95	Medal of Honor Court Layout	July 16,2025
P. 96	Post Net Information	March 22, 2023
P. 97-100	Post Net Detail	July 16,2025

Specifications

Section	Title	Date
<u>Section 02513</u>	<u>Asphaltic Concrete Paving</u>	July 16,2025
<u>Section 02540</u>	<u>Acrylic Tennis Court Playing Surface – Asphalt Resurfacing</u>	July 16,2025

D. Addenda, if any:

Number	Date
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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.

E. Other Exhibits:

[insert exhibit list]

F. Other Documents:**1. BIDDING AND CONTRACT REQUIREMENTS**

- | | |
|------------------|--|
| a. Section 00100 | Invitation to Bid |
| b. Section 00200 | Instructions to Bidders-AIA Document A701-2018 |
| c. Section 00300 | Supplementary Instructions to Bidders |
| d. Section 00400 | Bid Form |
| | Accounting of Sales Tax Form C-3A |
| | Office of Supplier Diversity Subcontracting and Major Supplier Plan |
| e. Section 00500 | Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum |
| f. Section 00600 | Bonds, Certificates and Affidavits |
| | Performance Bond |
| | Labor and Material Payment Bond |
| | E-Verify Documentation (Sample) |
| | Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) |
| | Certificate of Substantial Completion-AIA Document G704 |
| | Contractor's Affidavit of Payment of Debts and Claims- |

AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9
Tax
Form and City of Mobile Vendor Information Form
General Conditions of the Contract for Construction-Documents
A201

g. Section 00700

XI. LIQUIDATED DAMAGES

- A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that any Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) days after the time specified for the Substantial Completion shall be Two Hundred Fifty Dollars (\$250.00) per day, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

XII. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIII. OBLIGATIONS OF THE CITY

- A.** City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B.** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C.** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D.** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIV. TERMINATION

- A.** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B.** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C.** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.
- D.** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E.** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of the City of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVI. CONTRACTOR WARRANTY

- A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

- B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVII. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:

_____ [insert]
c/o _____
Contractor's Authorized Agent
_____ [Insert Address]

CITY OF MOBILE – LEGAL:

City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XIX. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in

hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XX. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXI. WITHHOLDING PAYMENT DUE

- A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXII. CURE PLAN

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXIV. PEER REVIEW/VALUE ENGINEERING

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXV. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVI. NON-DISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXVII. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No

Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D.** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F.** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L.** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M.** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration,

such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

- N. Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q. Amendment and Waiver.** This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. Attorney's Fees and Costs.** If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights.** Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T. Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

Printed Name and Title

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ [Individual's Name] whose name as _____ [Title] of the _____ [LLC or Corporation's Name], a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____, 20____

Notary Public

Print _____

My commission expires: _____

(Seal)

CITY OF MOBILE

By: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE [REQUIRED]

EXHIBIT E: E-VERIFY DOCUMENTS [IF APPLICABLE]

EXHIBIT F: BIDDING AND CONTRACT REQUIREMENT DOCUMENTS

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars (\$_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete PR-010-23 Copeland-Cox Tennis Center – Tennis Court Resurfacing & Painting, 851 Gaillard Drive, Mobile, Alabama 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____, _____, as Principal, and _____, _____, _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 (\$_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete PR-010-23 Copeland-Cox Tennis Center – Tennis Court Resurfacing & Painting, 851 Gaillard Drive, Mobile, Alabama 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint _____ **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

By: _____
(Signature)

Name and Title: _____

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____

Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

- | | | |
|---|----|-------|
| 1. ORIGINAL CONTRACT SUM | \$ | _____ |
| 2. Net change by Change Orders | \$ | _____ |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | _____ |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | _____ |
| 5. RETAINAGE: | | |
| a. _____ % of Completed Work (Column D + E on G703) | \$ | _____ |
| b. _____ % of Stored Material (Column F on G703) | \$ | _____ |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | _____ |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | _____ |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | _____ |
| 8. CURRENT PAYMENT DUE | \$ | _____ |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | _____ |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA® Document G706™ – 1994
Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

AIA[®] Document G706A[™] – 1994
Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

AIA[®] Document G707[™] – 1994
Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
 Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

**CITY OF MOBILE, AL
VENDOR INFORMATION FORM**

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

All fields are required to be completed.

Company Name _____

City Vendor No. _____ Tax Identification No. _____
(if available)

Billing Address _____

City State Zip _____

EFT Contact Person _____

EFT Contact Phone _____

EFT Contact Email _____
(required for EFT payment notification emails)

Bank Name _____

Routing Number _____ Account Number _____

Account Type ☐ Checking or ☐ Savings

Authorized Official (print) _____

Authorized Official (signature) _____ Date _____

For City Use Only:

Vendor No. _____

Entered Date _____

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**Print or type
See Specific Instructions on page 2.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ _____
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code**7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT A
SCOPE OF WORK

COPELAND-COX TENNIS CENTER
TENNIS COURT RESURFACING & PAINTING

Project #PR-010-23

The work of this contract consists of resurfacing existing tennis courts per the specifications included in this project manual.

END OF SCOPE OF WORK

SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 RELATED SECTIONS

- A. Section 02513 Asphaltic Concrete Paving
- B. Section 02540 Acrylic Tennis Court Playing Surface – Asphalt Resurfacing

1.3 SCOPE OF WORK

- A. Summary:
The project includes a Base Bid and four (4) alternates:
Base Bid: Milling and resurfacing Courts 53-56 located at the Copeland-Cox Tennis Center and bank of 4 courts located at Medal of Honor Park. See specifications and request for bids regarding requirements.
Alternate #1: Mill and resurface Courts 45-50
Alternate #2: Mill and resurface Courts 39-44
Alternate #3: Mill and resurface Courts 27-30
Alternate #4: Mill and resurface Courts 31-34
- B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 with G702 Application and Certification for Payment within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 with AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

- A. Alternates quoted on Bid Form, if any, will be reviewed and accepted at the discretion of the Owner.
- B. Coordinate related Work and modify surrounding Work as required.
- C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.

1.10 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes

since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.
- E. Delegated Design, when required by Specifications, shall include comprehensive engineering analysis by a qualified engineer licensed in the State of Alabama and engineers shall use performance requirement and design criteria indicated.

1.16 EXAMINATION

- A. Verify that existing site conditions and substrates are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.
- B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment

used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

- A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved **as a Pre-Bid Substitution**. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only before the bid. For items requiring Pre-Bid approval of Substitutions, submit request ten (10) calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- D. Substitution shall indicate all product properties and show that they are equal to that Specified.
- E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies to include:
 - a. As built drawings and specifications
 - b. Approved submittals
 - c. Warranties and guarantees
 - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

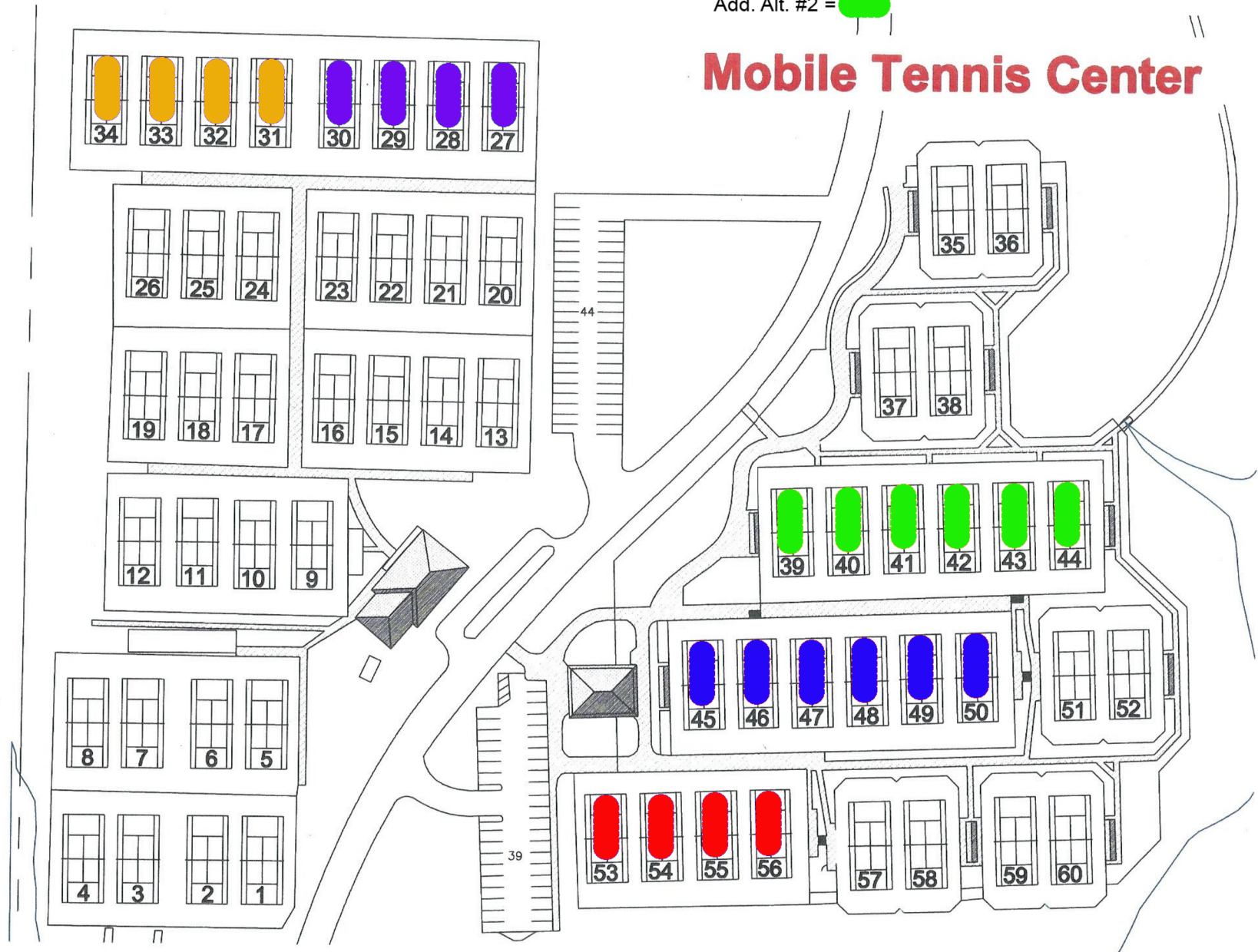
END OF SECTION

Copeland-Cox Tennis Center
Tennis Court Resurfacing
851 Gaillard Avenue, Mobile, AL 36606
PR-010-23

Attachments

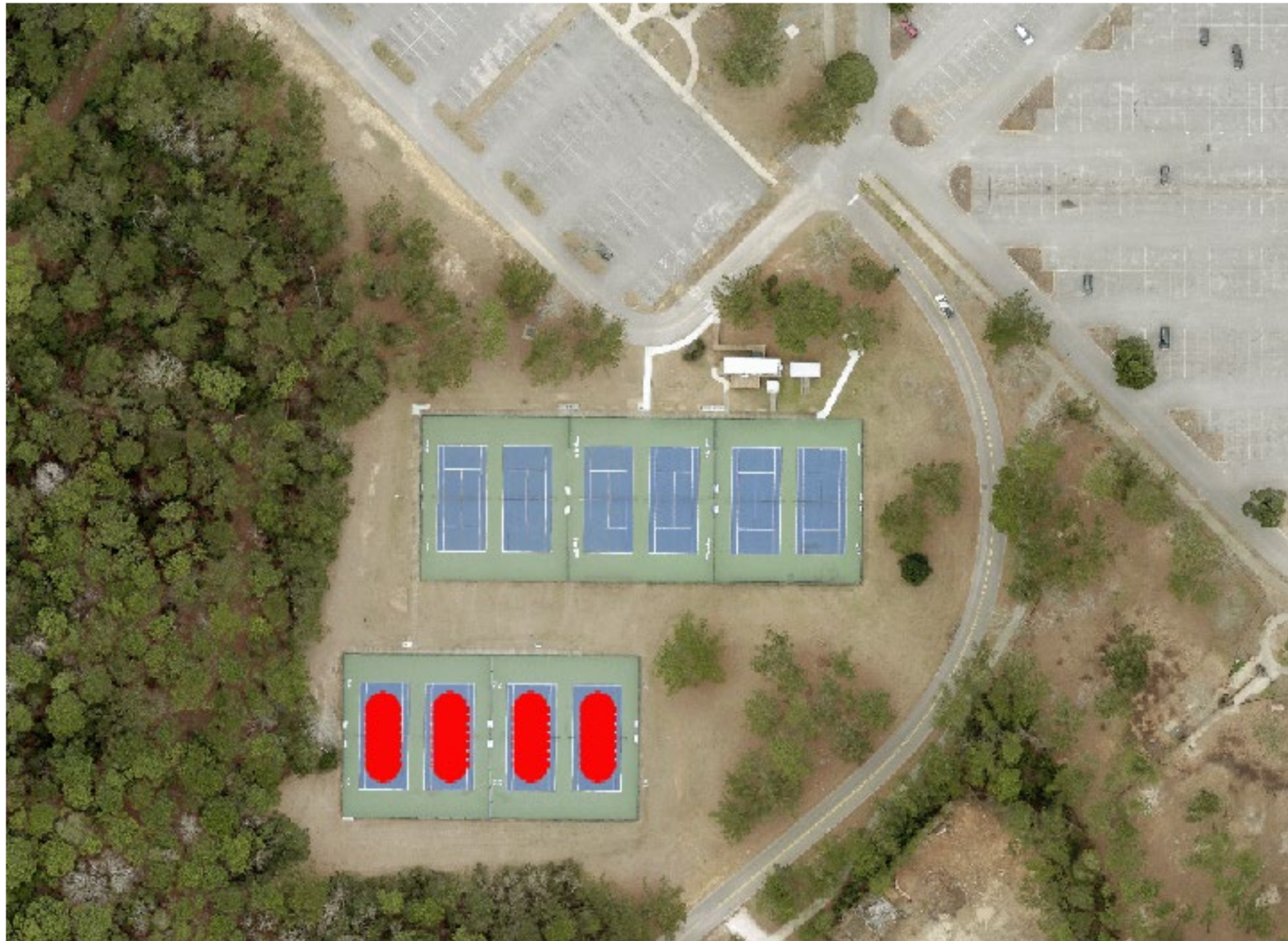
Base Bid = Add. Alt. #1 = Add. Alt. #2 = Add. Alt. #3 = Add. Alt. #4 = 

Mobile Tennis Center



PR-001B-23 Medal of Honor Park - Tennis Court Resurfacing

1711 Hillcrest Road, Mobile, AL 36695



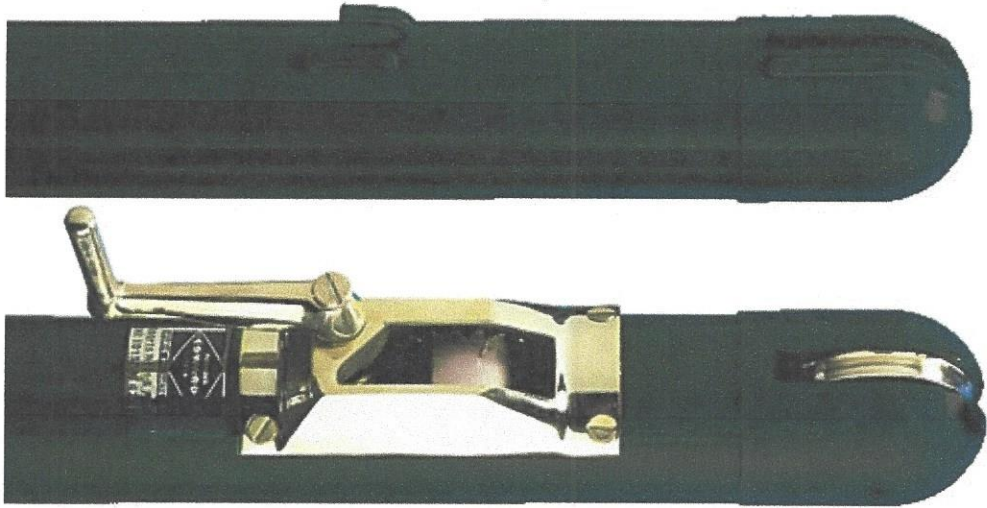
Layout 2

This portion of the project consists of the group of four courts illustrated in the image marked by red. This is only representative of the area of work to be completed and is not exact. See the bid documents for all specifications and requirements for the project.

Base Bid = 

FREE GROUND SHIPPING on orders over \$
only available on orders that qualify for standard ground shipping, not LTL

Post Net Cut Sheet 1





FREE SHIPPING

SALE

~~\$344.95~~ **\$334.95**

~~MSRP \$352.99~~

(You save \$18.04)

- Buy 3 or above and get \$5.00 off

★★★★★ (5 reviews) [Write a Review](#)

Choose a Color: Required

- ☐ Green
- ☐ Black

Quantity:

1

[Add to Cart](#)

[Add to Wish List](#)



Description

Specifications



CART

Customers Also Viewed

The Edwards Classic 3" Round tennis court net posts are our most popular tennis court net post. Edwards is a company that has been supplying quality equipment to the tennis industry for 130 years. Their equipment has been featured at some of tennis' greatest events, such as the London 2012 Olympic Games and the Wimbledon Championships.

The tennis posts are made of 3 mm thick round tubular steel. The tennis court net posts are finished with either a green or black powder coating. The posts feature an internal brass winder unit, which means that the winding mechanism, except for the handle, is set inside the net post. With the heavy-duty brass winder unit being set inside the posts, it creates a nice, clean look as well as keeps the mechanism from being exposed to the weather elements and unnecessary wear and tear. If at some point the brass winder needs to be replaced, it can easily be removed from the net post and a new winder can be inserted into the net post requiring only four brass screws (included with the new brass winder).

The brass pulley wheel sits atop the net posts and allows for the net cable to easily be placed in the pulley groove for optimal operation. The anchor end post (which is the post that doesn't have the internal winding mechanism), has a welded hook to capture the end loop of the tennis net.

The tennis court net posts measure 60" in length. Once you slide the net posts into the pre-installed ground sleeve, 42" of the posts will sit above ground. With the Edwards tennis net posts, the bottom lacing bar is welded at the point in which it will act as a stop to ensure the net post is set at the correct height. The steel lacing bars are welded onto each post allowing for the tennis net to be tied snugly to the net posts.

The previously mentioned ground sleeves are not included with the net posts but can be purchased separately ([here](#)). If you are constructing a new tennis court, we highly recommend installing the ground sleeves in concrete instead of directly installing the tennis net posts in the concrete. The reason is simple. If at some point you need to replace the tennis court posts, you can slide the old net posts out of the sleeve and slide a new pair directly into the sleeve. Doing so will save you thousands of dollars when it comes time to replace the net posts because if you direct install the net posts into the concrete, you will have to dig the entire concrete footer out in order to replace the net posts.

The other benefit on installing net post sleeves in the concrete is that if you live in an area that has winter months or periods in which you are unable to use the tennis courts, you can remove the net posts and store them which will increase the lifetime of the tennis posts.



personal preference and what you like better aesthetically.

Tip:

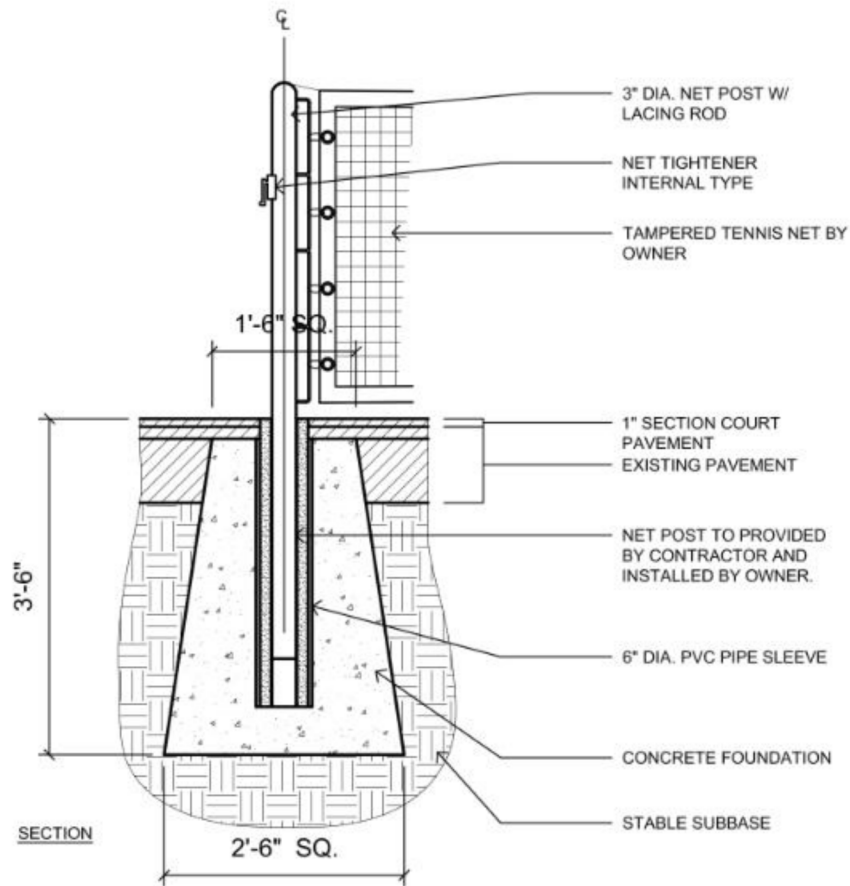
If you are constructing a new tennis court and have decided to purchase the round tennis net posts, we suggest purchasing the 3" round tennis court net posts with the 3" round net post sleeves. Doing so will allow you to purchase either 2-7/8" net posts or 3" net posts in the future when it is time to replace the net posts. Over time, especially on clay tennis courts, dirt/debris can get into the net post sleeves and at that point it is good to have the option to purchase 2-7/8" round net posts which will give you some extra room to slide the net posts into the sleeves.

Features:

- Heavy duty, durable net posts constructed from 3" round tubular steel
- Hot zinc coated inside and out which helps prevent rusting
- Powder coated finish produces a smooth, hard skin
- Heavy duty internal brass winder unit sits inside the tennis net post (except for the handle)
- Lacing bars for attaching the tennis net
- Available in black or green
- Sold in pairs
- Ground sleeves sold separately ([here](#))

CONNECT WITH US

CATEGORIES



1 POST NET DETAIL
A-1 SCALE: 1/2" = 1'

DATE:
07-10-2025

**COPELAND-COX TENNIS CENTER -
COURT RESURFACING
851 GAILLARD DRIVE, MOBILE, ALABAMA
PROJECT # PR-010-23**

City of Mobile
Architectural Engineering Department
205 Government Street
South Tower, 5th Floor
PO Box 1827
Mobile, Alabama 36633

SECTION 02513
ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide Asphaltic concrete paving as shown and specified. The work includes:
 - 1. Final subgrade preparation and paving base.
 - 2. Pickleball court paving.
- B. Related work:
 - 1. Section 02300: Earthwork
 - 2. Section 02751: Cement Concrete Pavement
 - 3. Section 02450: Acrylic Tennis Court Playing Surface - Asfalt Resurfacing

1.2 QUALITY ASSURANCE

- A. Comply with Section 02000 requirements.
- B. Testing and inspection: Performed by a qualified independent testing laboratory.
- C. City to provide and pay for testing and inspection during paving operations. Laboratory and inspection service shall be acceptable to the Landscape Architect.
- D. Materials and methods of construction shall comply with the following standards:
 - 1. Alabama State Highway Department Standard Specifications for Highways and Bridges, latest edition.
 - 2. American Society for Testing and Materials, (ASTM).
 - 3. American Association of State Highway and Transportation Officials, (AASHTO).
 - 4. Asphalt Institute, (AI)
 - 5. National Crushed Stone Association, (NCSA).
 - 6. International Slurry Seal Association, (ISSA).
- E. Provide material furnished by a bulk asphaltic concrete producer regularly engaged in the production of hot-mix, lot-laid asphaltic concrete paving materials.
- F. Tolerances:
 - 1. In-place compacted thickness:
 - a. Base Course: Plus or minus 1 ½".
 - b. Surface course: Maximum 1" plus, minus 0".
 - 2. Finished surface smoothness:
 - a. Surface course: Maximum 1/8" in 10'-0", any direction.
 - b. Base Course: 1 ½" in.

1.3 SUBMITTALS

- A. Product data:
 - 1. Submit mix design on asphalt for approval.
 - 2. Submit herbicide product data.
- B. Submit reports for testing and inspection of the following:
 - 1. Subgrade surfaces.
 - 2. Base materials.
 - 3. Surface materials.
 - 4. Compaction operations.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver manufactured products in manufacturer's original, unopened, and undamaged containers with labels intact and legible.
- B. Store and handle manufactured products to prevent damage and deterioration.

1.5 PROJECT CONDITIONS

- A. Weather limitations:
 - 1. Do not install base course materials over wet or frozen subgrade surfaces.
 - 2. Do not apply prime and tack coat materials when temperature is 50 degrees F or below. Do not apply to wet base surface.
- B. Grade control: Establish and maintain the required lines and grades, including crown, inverted crown, and cross-slopes, for each course during paving operations.
- C. Provide temporary barricades and warning lights as required for protection of project work and public safety.
- D. Protect adjacent work from damage, soiling, and staining during paving operations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Subgrade fill: In accordance with Section 02300: Earthwork.
- B. Aggregate base surface courts: In accordance with Section 02300: Earthwork.
 - 1. 6" crushed aggregate Base Course (ALDOT Section 825B) compacted to 100% standard Density.
- C. Soiler sterilizer: Granular weed growth inhibiting type herbicide, labeled for use under asphaltic concrete pavement surfaces. Material shall not damage trees and plants adjacent to pavement surfaces.

- D. Asphalt: Conform to Alabama Highway Department specification Section 429A Hot Bituminous Pavement and 429B Bituminous Binder. All aggregates, fine (sand type) and course shall be crushed stone (limestone) free of gravel, sand, and iron pyrites and conforming to Section 801.03. Submit mix design for approval.
- E. Tennis court surface: See Section 02540 for tennis court surfacing.
- F. Paving Geotextile: Nonwoven polypropylene, specifically designed for paving applications, resistant to chemical attack and mildew.

2.2 EQUIPMENT

- A. Paving equipment: Spreading, self-propelled asphalt paving machines capable of maintaining line, grade, and thickness shown.
- B. Compacting equipment: Self-propelled rollers, minimum 10-ton weight.
- C. Hand tools: Rakes, shovels, tampers, and other miscellaneous equipment required to complete the work.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine subgrades and installation conditions. Do not start asphaltic concrete paving work until unsatisfactory conditions are corrected.

3.2 INSTALLATION: GENERAL

- A. Comply with Asphaltic Institute (AI) MS-3 Asphalt Plant Manual for material storage, control and mixing, and for plant equipment and operation.
- B. Transport asphaltic concrete mixtures from the mixing plant to the project site in trucks with tight, clean compartments.

3.3 INSTALLATION: SURFACE MATERIALS

- A. Remove loose and foreign material from compacted base immediately before application of surface materials. Do not start surface work until all other work which may damage the finish surface is completed.
- B. Apply herbicide at manufacturer's recommended rates.
- C. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
 - 1. Protect paving geotextile from traffic and other damage and place overlay paving the same day.

- D. Install asphaltic material in one course, total compacted depth of not less than 2.5". Apply in a north/south direction.
- E. Place materials in strips not less than 10'-0" wide. After the first strip has been placed and rolled, place all succeeding strips and extend rolling to overlap previous strips.
- F. Carefully make joints between old and new pavements, and between successive day's work, to ensure a continuous bond between adjoining work. Construct joints to have the same texture, density, and smoothness as other sections of the asphalt concrete course.
- G. Begin rolling operations when the asphalt concrete mixture will bear the weight of the roller without excessive displacement.
- H. Perform breakdown, second and finish rolling until the asphalt concrete mixture has been compacted to the required surface density and smoothness. Continue rolling until all roller marks are eliminated. Provide a smooth compacted surface true to thickness and elevations required.
- I. After final rolling, do not permit vehicular traffic on to the pavement.
- J. Protect newly placed material from traffic by barricades or other suitable methods acceptable to the Landscape Architect.

3.4 FIELD QUALITY CONTROL

- A. Provide field quality control testing and inspection during asphaltic concrete paving operations.
- B. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist Test Agency and their representatives in execution of their function.
- C. Before constructing base course, field verify subgrade surfaces are adequate and meet or exceed design bearing values.
- D. Coordinate laboratory tests on asphalt pavement mixes to determine compliance with specified requirements.
- E. Coordinate tests for aggregate base for each course for each day's work.
- F. Test in-place asphalt base course and surface courses for compliance with density and thickness. Take not less than 4" diameter pavement specimens of each completed course. Repair test specimen holes to match adjacent work.
 - 1. Average density of in-place material: Equal to or greater than 97%, with no individual determination less than 95% of average density of laboratory specimens.
 - 2. Perform 1 test for density for each course for each day's work.
 - 3. Thickness: Make 1 test (minimum) for each 2,500 sq. ft. of each type of paving.
- G. Test for surface smoothness with 10'-0" straight-edge. Deficient areas shall be

defined, removed, and replaced, or adjusted to design thickness by methods acceptable to the Landscape Architect.

- H. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, remove defective materials, install new materials, and retest at contractor's expense, as directed by the Landscape Architect.

3.5 PROTECTION

- A. Protect paving from damage due to construction and vehicular traffic until final acceptance.

3.6 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operations.

END OF SECTION 02513

SECTION 02540

ACRYLIC TENNIS COURT PLAYING SURFACE ASPHALT RESURFACING

PART 1

1 - GENERAL

1.1 WORK INCLUDED

- A. Provide all equipment and materials and do all work necessary to furnish and apply an acrylic tennis court playing surface system as specified.

1.2 RELATED WORK

- A. Examine contract documents for requirements that affect work of this section. Other specification sections that directly relate to work of this section include but are not limited to:
 - Section 02411 – Cleaning, Crack Repair System, Surface Preparation-Asphalt Resurfacing; preparing surface and repairing cracks with manufacturer crack repair system.

1.3 REFERENCES

- A. Unless otherwise indicated, all 78 foot tennis court playing lines shall conform to the Rules of Tennis:
 - 1. United States Tennis Association - Rule 1
 - 2. International Tennis Federation - Rule 1

1.4 SUBMITTALS

- A. Product Data: Submit product data in the form of manufacturer technical data, specifications, and application instructions for the tennis playing surface system.
- B. Color Charts: Submit color charts for the selection of the court surface color and blended line striping.

1.5 COORDINATION

- A. Tennis court surfacing system shall be applied to the existing asphalt:
 - 1. After the asphalt pavement surface has been thoroughly cleaned and prepared.
 - 2. After the existing pavement cracks have been repaired and approved by the Owner.

1.6 QUALITY ASSURANCE

- A. The tennis court surface system shall be applied in accordance with accepted standards of the American Sports Builders Association and the United States Tennis Association by skilled mechanics in a workmanlike manner in accordance with accepted practices of the trade.
- B. Single source responsibility: The surface system shall be manufactured by a single manufacturer to insure compatibility of products and to define a single source responsibility. All products to be suitable for the intended purpose and installed according to Manufacturers' written recommendation.
- C. Materials shall be delivered to the construction site in their original unused and unopened containers clearly labeled with Manufacturer's labels indicating trade name and name of manufacturer. Proper batch code number shall be stenciled on containers.
- D. The Contractor must have three years minimum experience in tennis court construction and resurfacing. Upon request, the Contractor must present a minimum of five major tennis projects completed during the past five years, as well as, a list including resurfacing projects with multiple tennis courts.
- E. The Contractor must have five years minimum experience in the installation of selected acrylic surfacing system, and must be an approved applicator of the same.

WARRANTY

- G. Provide manufacturer's warranty for all materials incorporated into the tennis court surface system.
- H. Contractor shall warrant the completed tennis court surface system against defects in workmanship and materials for a period of one (1) year after the date of substantial completion. Warranty shall include, but not be limited to, the following:
 - 1. Defective materials and workmanship may be defined as, but not necessarily limited to, the following; lack of system coalescence, loss of adhesion, cohesion in any surfacing components which covers the surfacing system to not serve its intended purposes. Surface failures in the form of tears, delamination, blistering, bubbling or splits not caused by the owner or any other causes are indications of defective material or workmanship.
 - 2. Manufacturer and contractor shall warrant the completed tennis playing surface against chalking, checking, fading, discoloration, or other adverse

effects from ultra violet rays of the sun, from weather moisture, or from weather temperatures.

PART 2

2 - PRODUCTS

2.1 TENNIS COURT SURFACING MATERIAL

- A. The tennis court surfacing system shall be an acrylic surface system desired by the City to produce the playing characteristics required for the intended use of the tennis facility.
- B. Tennis court surface system shall be installed after patching and leveling the asphalt leveling course.
- C. Obtain all tennis court surfacing materials and components including leveling materials from a single manufacturer. Provide secondary materials as recommended and approved only in writing by manufacturer of primary surfacing materials.
- D. Manufacturers considered to have acceptable, equivalent surface systems are:
 - 1. Latexite International, Inc.
4051 North Point Road
Baltimore, MD 21222
410-477-5432

Acrylic Crack Leveling Compound
Acrylic Resurfacer (1 coat)
Acrylic Color System (2 coats)
Line Paint (textured)
 - 2. Nova Sports, USA
P.O. Box 1481
Framingham, MA 01701
1-800-USA-NOVA

Novalevel (Patching)
Novasurface Acrylic Resurfacer (1 coat)
Nova Combination (2 coats)
Seal-A-Line (1 coat)
Novatex (1 coat)
 - 3. Plexipave, A Division of California Products
150 Dascomb Road
Andover, MA 01810
1-800-225-1141

Court Patch Binder (Patching)
Acrylic Resurfacer (1 coat)
Fortified Plexipave (2 coats)
Hi-Hide Plexicolor Line Paint - Textured (1 coat)

4. Deco Systems
150 Dascomb Road
Andover, MA 01810
800-332-6178

Acrylic Patch Binder 920-39 (Patching)
Acrylic Resurfacer 920-29 (1 coat)
DecoColor MP Classic 920-27 - Textured (2 coats)
White Striping Paint - Textured (1 coat)

5. SportMaster Sport Surfaces
P.O. Box 2277
Sandusky, OH 44870
1-800-395-7325

Acrylic Adhesion Promoter (1 coat)
Acrylic Patch Binder (Patching)
Acrylic Resurfacer with Sand (1 coat)
Color Plus System with Sand (2 coats)
Strip Rite (1 coat)
T/C White Line Paint with Sand (1 coat)

6. Hellas Construction, Inc.
TPS 5000 Rhinefill
TPS 5000 Acrylic Surfacer
TPS 5000 Color Concentrate
TPS 5000 Line Paint

7. Approved equivalent

- E. If the surfacing contractor desires to use a surface system other than a surface system set forth above, complete manufacturer's literature, product data sheets and a description of the surface system must be submitted to the Owner for review a minimum of 15 days prior to commencement of the surface system application. The Owner, at its discretion may approve or disapprove the substitute system if in its sole judgment the proposed system does not satisfy the system design criteria set forth by the Owner.

PART 3

3 - EXECUTION

3.1 TENNIS COURT SURFACING – GENERAL

- A. The tennis court surface system shall be an acrylic surface system to produce the playing characteristics required for the intended use of the tennis facility. All tennis courts acrylic surfacing materials and components including leveling materials and line paint shall be manufactured and supplied by a single manufacturer. Provide secondary materials only as recommended and approved in writing by the manufacturer of the primary surface system materials.
- B. Pavement Surface Observation
 - 1. Prior to the application of the tennis court surface system, the contractor shall observe the asphalt paving on all courts to be surfaced in accordance with this section. All surface irregularities shall be marked, noted, and corrected prior to the start of any surfacing work. Surface irregularities shall include, but not be limited to, the following: poorly constructed joints, overly coarse pavement surface, oily or "fat" spots, surface contamination by dirt, dust or chemical substances, and organic root growth below asphalt surfaces.
- C. Pavement Surface Planarity Observation
 - 1. Prior to application of the tennis court surface system, the asphalt concrete surface shall be flooded with water and allowed to drain. Any depressions holding water deeper than 1/8" shall be patched and leveled in accordance with recommendations of the manufacturer of the tennis court surfacing material specified herein.
- D. Pavement Surface Preparation
 - 1. Preparation of the asphalt surface shall include all work necessary to provide a clean, uniform, and sound surface free from any extraneous materials that could affect the adhesion of the tennis surface system. The surface of the asphalt shall be thoroughly cleaned as specified in Section 02411. The entire surface shall be checked for minor depressions or irregularities or areas not meeting the surface tolerance specified. Depressed areas and surface irregularities shall be corrected using an acrylic based patching material.
- E. Weather Conditions
 - 1. Water emulsion systems set forth in this specification shall be applied in dry weather and only when the pavement and atmospheric temperature is 50° F or above. Application shall not be permitted when precipitation is anticipated before the film dries to a rain-resistant condition, or when temperature and humidity conditions are such that the emulsion systems could not dry thoroughly before a minimum pavement temperature of 45° F occurs. Each application shall be thoroughly dry and cured prior to the application of succeeding applications.

3.2 TENNIS SURFACE SYSTEM

A. Surface System Application

1. Application of the tennis surface system shall commence after the Work specified in Section 1.5 has been completed and accepted by the Owner. The tennis court surface system shall be applied in multiple applications. Individual surface system applications shall be made perpendicular to each other (alternated lengthwise and crosswise of the court) with the final application being applied parallel with the tennis net line.
2. When complete, the surface shall be smooth, uniformly textured without evidence of irregularities from the substrate. To insure a smooth, uniform surface, the Contractor shall, between each application, scrape and blow the surface clean of any lumps, bumps, ridges and/or foreign material.

B. Tennis Surface System

1. The tennis surface system shall consist of the applications described in 2.1.C above after the patching has been completed.
2. Application rates shall be in accordance with the manufacturer's recommendations.
3. Prior to the application of the first color course, the Owner shall observe the surface to insure that it is free from ridges, loose or foreign materials or other surface irregularities.

C. Filler Coats

1. The acrylic filler coat shall be applied to fill the surface voids in the asphalt course and to remove minor surface irregularities. The acrylic filler coat shall be mixed and applied in strict accordance with the manufacturer's recommendations.
2. Application rates shall be as specified by the acrylic surface manufacturer.

D. Court Surface Color

1. The court surface color shall match U.S. Open Blue within the playing lines and green between the playing lines and the fence enclosure. The colors shall be as approved by the Owner.
 - a. Blue – PMS 533C (or 2955U)
 - b. Green – PMS 364U
2. Application rates shall be as specified by the acrylic surface manufacturer.

E. Finished Court Surface Tolerance

1. The finished court surface when flooded with water and allowed to drain shall have no depressions holding water deeper than 1/8", the thickness of a 5 cent piece (American coin). This depth is considered to be the allowable depth that will evaporate in a reasonable period of time after the remainder of the surface is dry, the time required for evaporation being dependent upon temperature, humidity, and wind velocity.

F. Playing Lines

1. The 78 foot court playing lines shall be 2" in width and shall be applied straight, true, and accurate. Allow a minimum of 24 hours for the color surfacing to dry before painting the lines. All lines shall be taped, sealed/primed and hand painted. Mechanical painting of the lines shall be unacceptable. No fuzzy edges or wavy lines will be acceptable. Use white textured line paint (100% acrylic latex) or preapproved equal.
2. The baselines shall be 3" in width.
3. 10 and Under Tennis playing lines on 78 foot courts shall be in accordance with the USTA recommendations for blended lines on 78 foot courts.
 - a. All blended lines shall be within the same color family as the playing surface and textured to match the pace of the playing surface.
 - b. All blended lines shall be 1-1/2 inches wide.
 - c. All blended lines shall terminate 3 inches from the 78 foot court playing lines.
 - d. The Owner must sign off on the final color of the blended lines prior to installation.

G. Curing Time

1. The court surface shall be allowed to cure for a minimum of 4 days before being opened to play.

H. Cleaning and Finishing

1. Upon completion, the Contractor shall restore nets, equipment and furniture previously removed from the courts, remove all containers, debris, materials, etc. and deliver the courts to the Owner clean and ready for play.

END OF SECTION