



Addendum No. 1

To: Pre-Quote Meeting Attendees and Requested Plan Holders

From: Shannon McIntyre
City of Mobile Architectural Engineering Department

Re: Various Park – New Park Signs – Phase 2
Project #PR-081-22

Date: October 3, 2022

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated September 21, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Clarifications:

- Item 1. The Pre-Quote Meeting Agenda *with Modifications* and Pre-Quote Meeting Acknowledgment Roster, dated September 28, 2022 are attached and form part of Addendum No. 1. Revisions to the Pre-Quote Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.
- Item 2. ALL Complex sign shall be removed from this project and not included in quote. Attached Request for Qualifications with Modifications, dated October 3, 2022 shall be used in lieu of Request for Qualifications, dated September 29, 2022.
- Item 3. Request for Waiver of Disadvantaged Business Enterprise (DBE) is approved, attached. The DBE plan is still required to be filled out and submitted with quote in order to be an approved quoter.

END OF ADDENDUM NO. 1

**VARIOUS PARK
NEW PARK SIGNS – PHASE 2
PR-081-22
AE Conference Room, Mobile, AL
PRE-QUOTE MEETING
10:00 am September 28, 2022**

AGENDA with MODIFICATIONS

1. Attendance roster. Include an e-mail address where any Addenda should be sent.
2. Objective of conference is to introduce players, inspect site, and receive questions.
3. Introductions - Owner Contacts and Project Manager.
4. Discussion of Scope of Work.
 - a. Providing and installing new park signs at Various Parks:
 - a. Sullivan Park
 - b. Tricentennial Park
 - c. ~~ALL Complex~~
 - d. Rickarby Park
 - e. Hillsdale Park
5. Special Instructions or conditions.
 - a. Contractor may use sanitary facilities located at the park, if they are available, in lieu of contractor provided temporary facilities, although all the utilities and restrooms may not be available except 8:00am-5:00pm Monday through Friday. Prior arrangements for access to restrooms and utilities shall be coordinated with Owner for other than normal hours. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition by the Contractor. Contractor may utilize, without cost, the water and electrical service of the facility in moderate amounts.
 - b. Contractor's Surety bond for \$10,000 must be on file in the Urban Development Central Permitting Office prior to issuance of permits on any project.
 - c. Remove waste and surplus materials, rubbish, and construction facilities from the site. Should an On-Site Dumpster be needed, location to be coordinated with Owner Contact.
 - d. Parks will be occupied during installation, keep noise and smell to a minimum.
 - e. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Shannon McIntyre at shannon.mcintyre@cityofmobile.org.
 - f. Cut off time for submission of RFIs is 5 calendar days prior to the Quote Opening, or by Friday, October 7, 2017 at 4:00 PM.
 - g. Official clarifications or corrections will be made by written addendum sent to all prospective quoters via e-mail.
 - h. Contractor is responsible for Erosion and Sediment Control BMP's as required, including but not limited to, provision of waddles at nearby drainage inlets and silt fencing, etc.
6. Quoting instructions, forms, special requirements and time.

- a. Read the Request for Quotes carefully – it is your responsibility to know the work effort and other requirements which are to be covered by your quote.
 - b. Quotes are due on October 12, 2022, at 4:00 pm, local time.
 - c. Use of Allowances shall be reviewed and approved by the Owner.
 - d. Construction duration is 60 calendar days.
7. Additional Requirements at time of Contract execution:
 - a. A valid City of Mobile business license at contract award and for duration of project.
 - b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the E-verify document at construction contract award. (see Request for Quotes)
 - c. For any quote in excess of \$10,000.00, a Performance Bond and Labor & Material Payment Bond (see Request for Quotes)
 - d. Certificate of Insurance with Endorsements in amounts and as required by the City of Mobile (see Request for Quotes)
 - e. Contractor's W-9 form, if current information is not already on file with the City of Mobile Accounting Office.
8. Payment requirements.
 - a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
 - b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published one time in a newspaper of general circulation. Contractor shall 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. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager. (see Request for Quotes)
9. Owner contacts and phone numbers:
 - a. Owner: Shannon McIntyre: 251-208-7635
10. Miscellaneous:
 - Quoters' responsibility to confirm receipt of all Addenda
11. Walk of Parks
12. Adjourn



**ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES with MODIFICATIONS
October 3, 2022**

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

Project Name: Various Parks – New Park Signs – Phase 2

Project Location(s): Mobile, Alabama

Project Number: PR-081-22

Scope of Work:

Base Quote: The Contractor shall provide and install new signs for various parks per attached Drawings: ST-1 through ST-6, attached. Contractor to verify location of signs with Owner before Construction.

Project 1: Sullivan Park – 351 N Catherine Street, Mobile, Alabama 36603

Project 2: Tricentennial Park – 2121 Lake Drive, Mobile, AL 36617

~~Project 3: ALL Complex – 1301 Azalea Rd, Mobile, AL 36693~~

Project 4: Rickarby Park – 550 Rickarby St, Mobile 36606

Project 5: Hillsdale Park - 558 E. Felhorn Road Mobile, AL 36608

Examination of Documents: Before submitting a Quote, Contractor's shall carefully examine this RFQ, visit the sites, including recommended attendance at the Pre-Quote meeting, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Pre-Quote meeting shall be held on **Wednesday, September 28th, 2022 at 10:00 A.M.** at AE Conference Room, 205 Government Street, Mobile, Alabama, South Tower, 5th Floor. A representative of the Quoter is encouraged to be present at the meeting. However, if no representative can be present in person, the Quoter shall contact the Project Manager at 251-508-7752, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Quoters are encouraged to participate in the Pre-Quote Meeting, visit the sites prior to submitting a Quote and include all costs associated with the project in their Quotes.

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, five (5) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Pre-Quote Meeting sign-in Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

Email RFI's to shannon.mcintyre@cityofmobile.org

This is a tax exempt project. Quoters shall not include sales and use taxes in their quote amount. Provide sales tax form C-3A with Quote.

Contractors may use on-site utilities and facilities, such as power, water, restrooms, and designated parking areas if available, otherwise, Contractors are required to provide. Designated parking shall be arranged with the Project Manager. Contractor will have access to the sites typically from 8:00 AM to 5:00 PM.

Obey all City and facility rules. Parks will generally remain in use throughout the construction period. Coordinate access, all areas of work and schedule of work with the Project Manager.

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

Contingency Allowance:

Include in the Total Base Quote a stipulated sum as indicated on the Quote 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 Quote), 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 general Contingency Allowance.

Additional work, use of Contingency Allowance 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 total amount of the Allowance shall be credited back to the City of Mobile in the form of a Change Order.

Quotes (stipulated sum):

Quotes for the above Scope of Work **will be received until 4:00 PM on the 12th day of October, 2022** in the Architectural Engineering Department, 205 Government Street, (P.O. Box 1827, Mobile, Alabama 36633). Quotes may be submitted in person, FAXed, e-mailed or mailed to the address indicated. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes. A Quote Security/Bid Bond or Bid Check is not required to submit a Quote on this project.

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

Equal Opportunity:

The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Quote Documents in this regard.

The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Quotes, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Quote 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.

Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

A Directory of DBE Vendors can be found at the following location:

<https://workwith.cityofmobile.org/>

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 documents:

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 (documents attached as Exhibit 4)

Bonds: For contracts that exceed \$10,000, a Performance Bond and a Labor and Material Payment Bond shall be required.

Surety Qualifications: A Surety authorized to do business in the State of Alabama must issue Bonds. Consent of Surety to Final Payment, AIA Document G707, shall be provided prior to final payment as part of the closeout requirements.

For **Payment(s)**, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703.

At **Substantial Completion** of the project, the Contractor shall publish a “Notice of Final Completion” of the contract one time in a newspaper of general circulation, published in Mobile County. Contractor shall 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. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager. Final settlement may be made at any time one week after the notice has been published and all applicable Close Out documents have been received and approved.

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 Various Parks – New Park Signs – Phase 2, PR-082-22, in Mobile, Alabama. 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 closeout documents 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 warrant that the Work will conform to the requirements of the information contained in this Request for Quotes and will be free from defects. Work and/or materials and site furnishings not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer’s warranties for canopies and paint products.

Close Out Documents: documents shall also include original executed copies of the following AIA Documents:

1. Completed Documents

- Completed AIA Document G706, Contractor’s Affidavit of Payment of Debts and Liens (notarized)
- Completed AIA Document G706A, Contractor’s Affidavit of Release of Liens (notarized)
- Releases or Waivers of Liens from all Subcontractors and Material and Equipment Suppliers (notarized).
- Completed AIA Document G707-1994, Consent of Surety to Final Payment.
- Written warrantee on Contractor’s letterhead covering materials and labor for one year
- Advertisement of Completion (1 week)

- Advertisement of Completion on Contractor's letterhead
- 2) Completion of all items on the Punch List
- 3) Reviewed submittals
- 4) Retainage Pay Application

Contact the Project Manager, Shannon McIntyre, at the City of Mobile, Architectural Engineering Department, 251-208-7635 phone, 251-214-6683 mobile, 251-208-5871 fax or e-mail shannon.mcintyre@cityofmobile.org for further clarification regarding this Request for Quotes.

**Various Parks – New Park Signs – Phase 2
PR-081-22**

QUOTE FORM:

Company Name: _____

Company Address: _____

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

City of Mobile Business License No.: _____

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated September 21, 2022, 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 date of the written Notice to Proceed.

Quoters shall not include sales and use taxes. Sales tax exemption form 3-A shall be submitted with Quote Form. Quotes shall be provided in whole dollar amount with no cents.

1. **Sullivan Park Base Quote:** \$ _____

Contingency Allowance: +\$ 500.00

SULLIVAN PARK TOTAL BASE QUOTE: _____

_____ Dollars, (\$ _____)
(Amount in Words) (Amount in Figures)

2. **Tricentennial Park Base Quote:** \$ _____

Contingency Allowance: + \$ 500.00

TRICENTENNIAL PARK TOTAL BASE QUOTE: _____

_____ Dollars, (\$ _____)
(Amount in Words) (Amount in Figures)

3. **ALL Complex Base Quote:** \$ _____

Contingency Allowance: + **\$ 500.00**

ALL COMPLEX TOTAL BASE QUOTE: _____

_____ Dollars, (\$ _____)
(Amount in Words) (Amount in Figures)

4. **Rickarby Park Base Quote:** \$ _____

Contingency Allowance: + **\$ 500.00**

RICKARBY PARK TOTAL BASE QUOTE: _____

_____ Dollars, (\$ _____)
(Amount in Words) (Amount in Figures)

5. **Hillsdale Park Base Quote:** \$ _____

Contingency Allowance: + **\$ 500.00**

HILLSDALE PARK TOTAL BASE QUOTE: _____

_____ Dollars, (\$ _____)
(Amount in Words) (Amount in Figures)

City Seal Contingency Allowance: + **\$ 500.00**

TOTAL BASE QUOTE: _____

_____ Dollars, (\$ _____)
(Amount in Words) (Amount in Figures)

Unit Price #1: Providing and installing two (2) 14" dia. full color digital printed vinyl city seal logo, laminated to 3mm aluminum panels with UV overlam and (4) 1/4" pre-drilled holes.

_____ EA. PAIR

Unit Price #2: Providing and installing two (2) 23" dia. full color digital printed vinyl city seal logo, laminated to 3mm aluminum panels with UV overlam and (4) 1/4" pre-drilled holes.

_____ EA. PAIR

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

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

**ACCOUNTING OF SALES TAX
ATTACHMENT TO QUOTE FORM SECTION 00410
SALES TAX FORM C-3A**

To: City of Mobile

Date: _____

Name of Project: PR-081-22

Various Parks – New Park Signs – Phase 2

SALES TAX ACCOUNTING

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

| | <u>ESTIMATED SALES TAX AMOUNT</u> |
|--|-----------------------------------|
| <u>SULLIVAN PARK BASE QUOTE:</u> | \$ _____ |
| <u>TRICENTENNIAL PARK BASE QUOTE:</u> | \$ _____ |
| <u>ALL COMPLEX BASE QUOTE:</u> | \$ _____ |
| <u>RICKARBY PARK BASE QUOTE:</u> | \$ _____ |
| <u>HILLSDALE PARK BASE QUOTE:</u> | \$ _____ |

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

Legal Name of Quoter _____

Mailing
Address _____

*By (Legal Signature) _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____

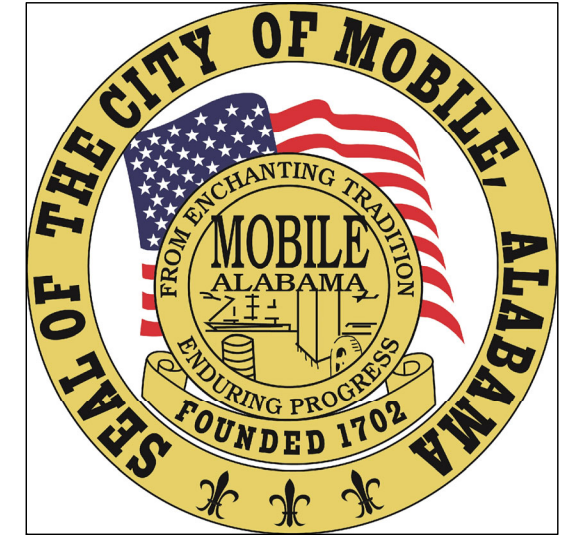


SITE No. 1
 DEMO EXIST. WOOD SIGN. METAL ANGLES CAN BE REPURPOSED FOR NEW INSTALLATION BUT SHALL BE PREPPED AND PAINTED. PRESSURE WASH THE EXIST. BRICK COLUMNS. INSTALL NEW SIGN PER DETAIL 1/ST-2. VEGETATION SHALL BE PROTECTED DURING INSTALLATION OR REPLACED IF DAMAGED.



SITE No. 2
 DEMO EXIST. WOOD SIGN. METAL ANGLES CAN BE REPURPOSED FOR NEW INSTALLATION BUT SHALL BE PREPPED AND PAINTED. PRESSURE WASH THE EXIST. BRICK COLUMNS. INSTALL NEW SIGN PER DETAIL 1/ST-2. VEGETATION SHALL BE PROTECTED DURING INSTALLATION OR REPLACED IF DAMAGED.

VERIFY LOCATION OF SIGNS WITH OWNER BEFORE CONSTRUCTION



6
 ST-1

IMAGE 1 - CITY SEAL

NTS

1
 ST-1

SULLIVAN PARK OVERVIEW

NTS

2
 ST-1

TRICENTENNIAL PARK OVERVIEW

NTS

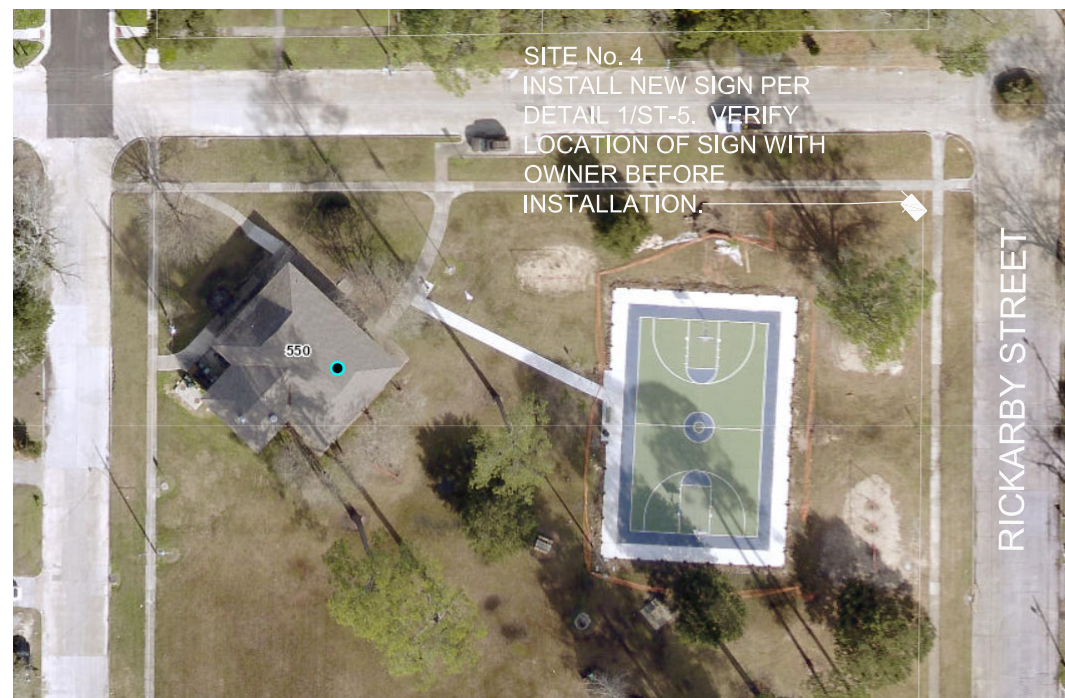


SITE No. 3
 INSTALL NEW SIGN PER DETAIL 1/ST-4. VERIFY LOCATION OF SIGN WITH OWNER BEFORE INSTALLATION.

3
 ST-1

ALL COMPLEX OVERVIEW

NTS



SITE No. 4
 INSTALL NEW SIGN PER DETAIL 1/ST-5. VERIFY LOCATION OF SIGN WITH OWNER BEFORE INSTALLATION.

4
 ST-1

RICKARBY PARK OVERVIEW

NTS



SITE No. 5
 INSTALL NEW SIGN PER DETAIL 1/ST-6. VERIFY LOCATION OF SIGN WITH OWNER BEFORE INSTALLATION.

5
 ST-1

HILLSDALE PARK OVERVIEW

NTS

| | | | |
|---|--|-----------------------------|---------------------|
| SHEET TITLE: SIGN LOCATIONS | | PROJECT NUMBER PR-081-22 | |
| PROJECT: VARIOUS PARKS NEW PARK SIGNS | | DRAWING NO. ST-1 | SHEET NO. 1 of 6 |
| | | ISSUE DATE: 09-21-22 | |



NOTE: SITE 1 SIGN IS A TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L 1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE. EXISTING ANGLES MAY BE REPURPOSED IF SUITABLE BUT MUST BE PREPPED AND PAINTED. NEW FASTENERS MUST BE USED.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

EXIST. BRICK COLUMNS. PRESSURE WASH BEFORE INSTALLING NEW SIGN, ALL SIDES

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN. FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

1
ST-2

SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

| | | | |
|--|--|-------------------------------------|----------------------------|
| SHEET TITLE: SULLIVAN PARK | | PROJECT NUMBER: PR-081-22 | |
| PROJECT: VARIOUS PARKS NEW PARKS SIGNS | | DRAWING NO. ST-2 | SHEET NO. 2 OF 6 |
| | | ISSUE DATE: 09-21-22 | |



NOTE: SITE 2 SIGNS ARE TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L 1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE. EXISTING ANGLES MAY BE REPURPOSED IF SUITABLE BUT MUST BE PREPPED AND PAINTED. NEW FASTENERS MUST BE USED.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUS CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

EXIST. BRICK COLUMNS. PRESSURE WASH BEFORE INSTALLING NEW SIGN, ALL SIDES

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN. FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

1 SIGN DETAIL - SITE 1
ST-2
SCALE: 3/4" = 1'-0"

| | | | |
|--|--|------------------------------|---------------------|
| SHEET TITLE: TRICENTENNIAL PARK | | PROJECT NUMBER: PR-081-22 | |
| PROJECT: VARIOUS PARKS NEW PARKS SIGNS | | DRAWING NO. ST-3 | SHEET NO. 3 of 6 |
| | | ISSUE DATE: 09-21-22 | |

NOTE: SITE 3 IS A TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

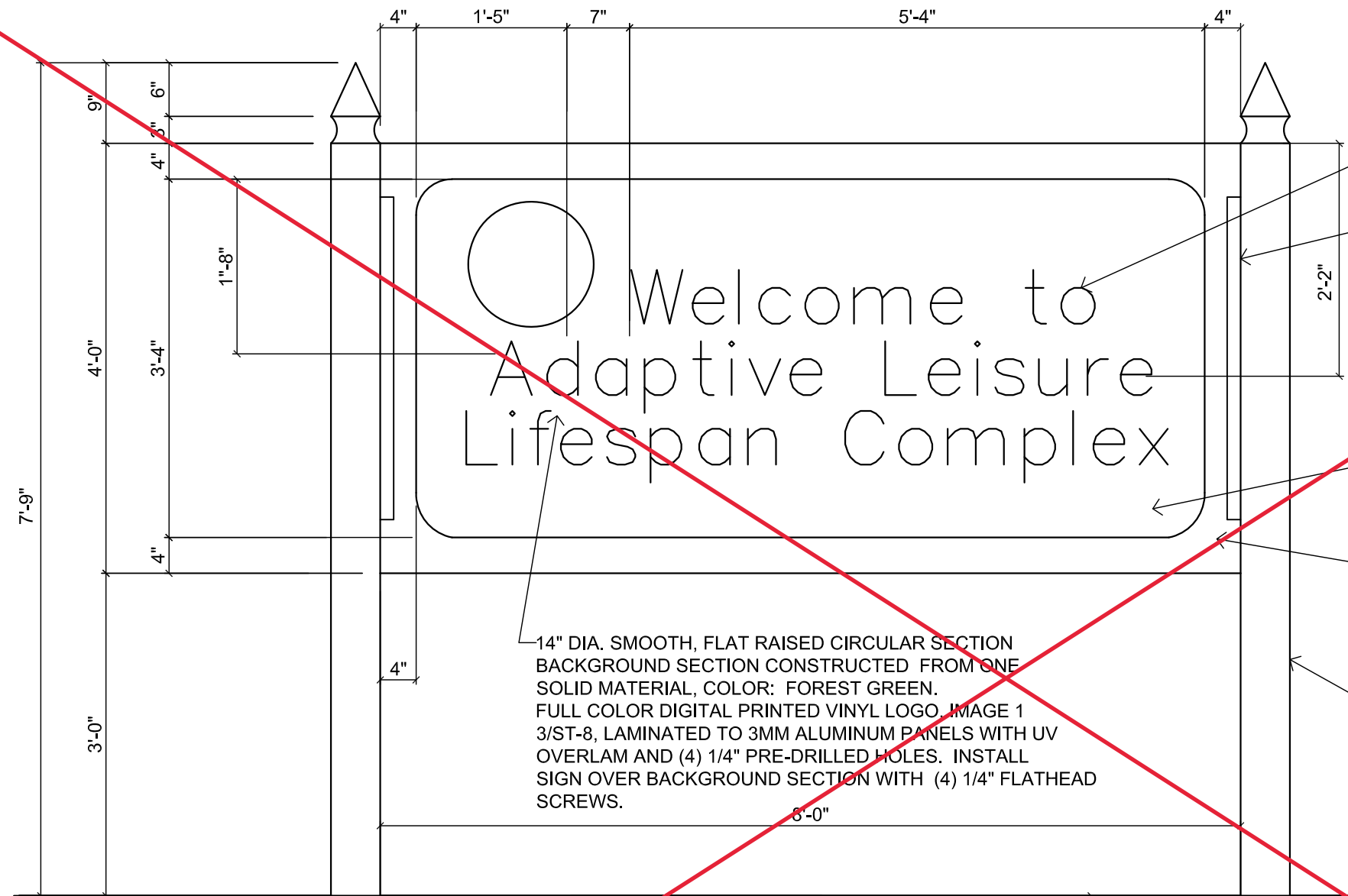
ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L 1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

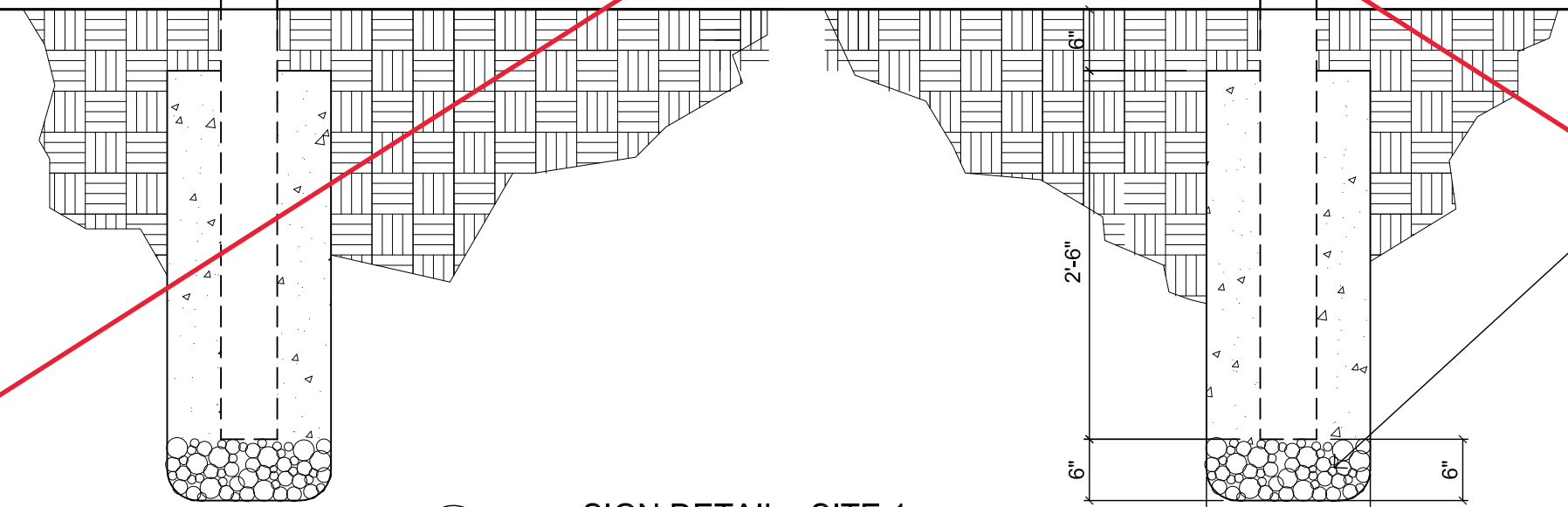
4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

6 x 6 WITH GOTHIC FINIAL, PRESSURE-TREATED POST IN CONCRETE FOUNDATION, EXTEND POSTS INTO CONCRETE FOOTING MEASURING 16" DIA. x 36" DEEP. COLOR: FOREST GREEN



14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN. FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.



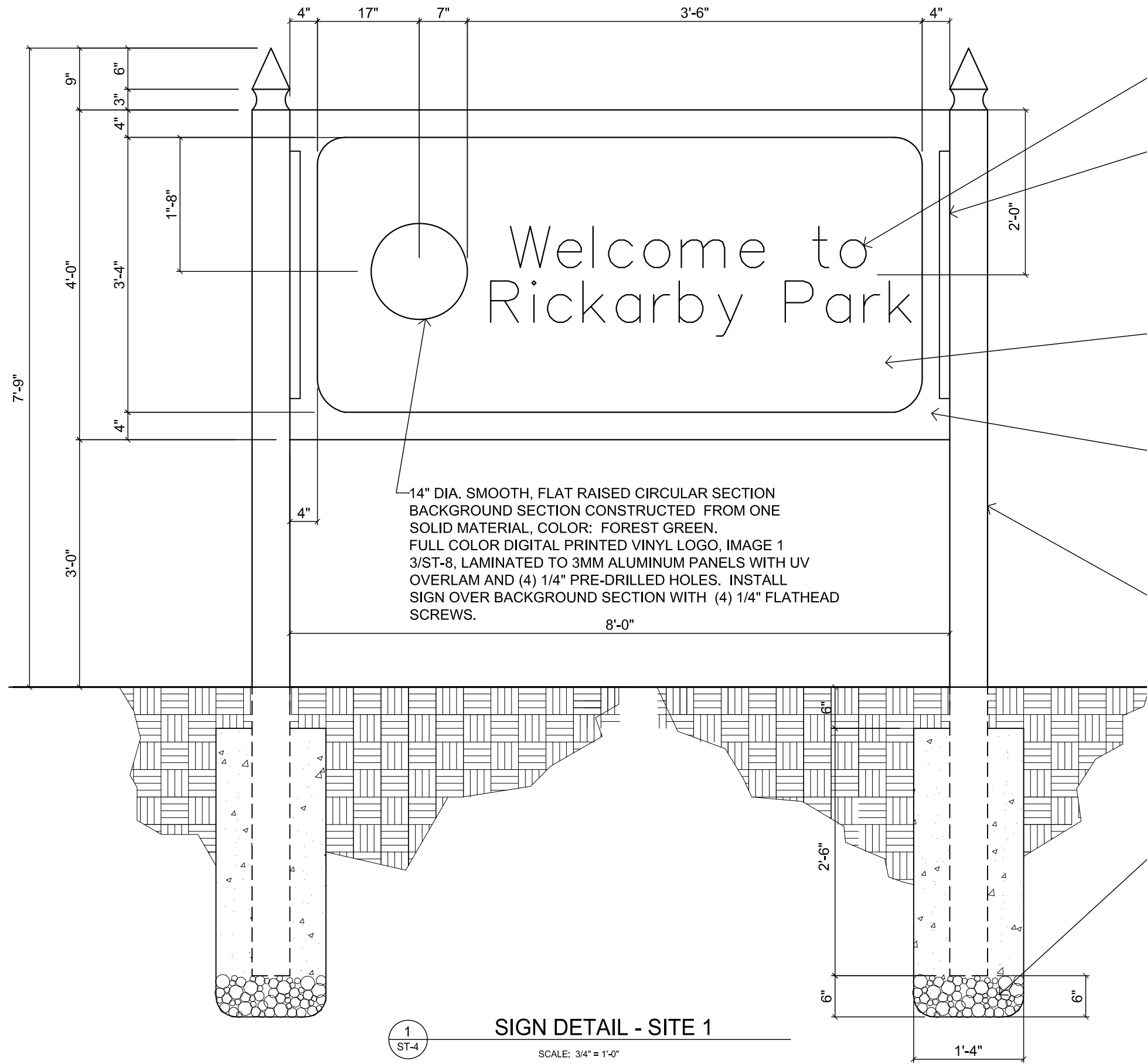
GRAVEL BASE

1
ST-4

SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

| | | | |
|----------------------------------|--|----------------|-----------|
| SHEET TITLE: | | PROJECT NUMBER | |
| ALL COMPLEX | | PR-081-22 | |
| PROJECT: | | DRAWING NO. | SHEET NO. |
| VARIOUS PARKS NEW PARKS SIGNS | | ST-4 | 4 of 6 |
| | | ISSUE DATE: | |
| | | 09-21-22 | |



NOTE: SITE 4 IS A ONE-SIDED SIGN

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L 1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

6 x 6 WITH GOTHIC FINIAL, PRESSURE-TREATED POST IN CONCRETE FOUNDATION, EXTEND POSTS INTO CONCRETE FOOTING MEASURING 16" DIA. x 36" DEEP. COLOR: FOREST GREEN

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN. FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

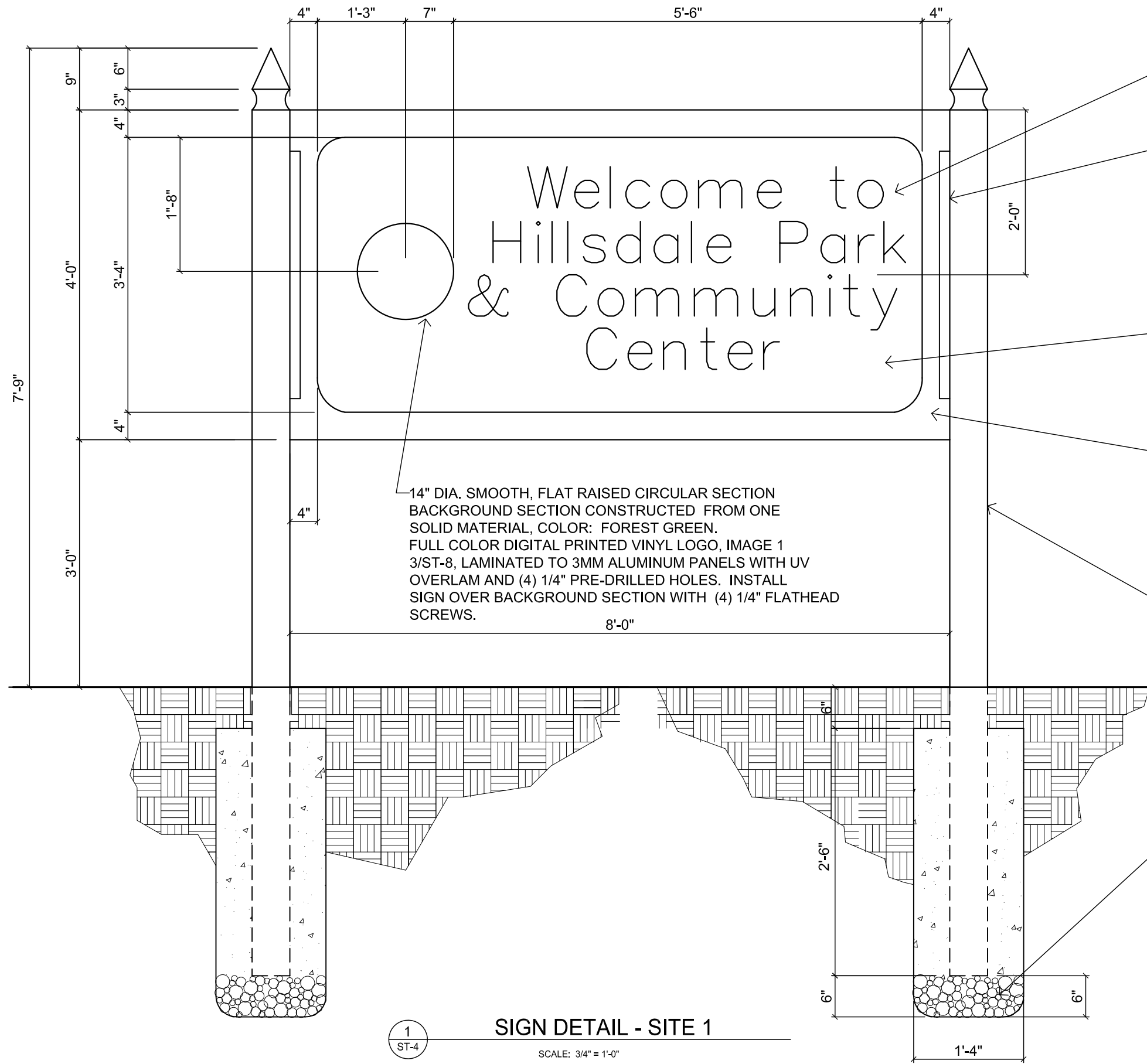
GRAVEL BASE

1
ST-4

SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

| | | | |
|--|--|------------------------------|---------------------|
| SHEET TITLE: RICKARBY PARK | | PROJECT NUMBER: PR-081-22 | |
| PROJECT: VARIOUS PARKS NEW PARKS SIGNS | | DRAWING NO. ST-5 | SHEET NO. 5 of 6 |
| | | ISSUE DATE: 09-21-22 | |



NOTE: SITE 5 IS A TWO-SIDED SIGN, THE TWO SIDES IDENTICAL.

6" RAISED LETTERS - FONT: COOPER HEWITT, COLOR: WHITE. FINAL VERBIAGE OF PARK NAME TO BE DETERMINED BY CITY OF MOBILE. SUBMIT DRAFT LAYOUT FOR APPROVAL PRIOR TO MANUFACTURING

ATTACH NEW WOODEN SIGN TO COLUMNS USING CONTINUOUS L 1 1/2"x1 1/2"x1/8"x 36" ALUMINUM ANGLE WITH (4) FLATHEAD SCREWS, 3/4" DEPTH, EA. SURFACE OF THE ANGLE TOTALING 8 SCREWS ON EACH ANGLE. DO NOT ALIGN SCREWS WITH LAMINATION JOINTS IN THE SIGN BOARD. PAINT SCREW HEADS AND ANGLE FOREST GREEN ON COLUMN SIDE AND WHITE ON BOARD SIDE.

1-1/2" THICK WESTERN RED CEDAR SIGN BOARD, CONSTRUCTED FROM 2 x 6 OR 2 x 8 PLANKS GLUE-LAMINATED TO EACH OTHER, THEN SANDED SMOOTH PRIOR TO SANDBLASTING. SANDBLASTED BACKGROUND COLOR: FOREST GREEN.

4" BORDER W/4" RADIUSED CORNERS, COLOR: WHITE

NOTE: ALL PAINTED SURFACES TO BE PRIMED AND PAINTED WITH TWO TOP COATES OF ACRYLIC LATEX PAINT

6 x 6 WITH GOTHIC FINIAL, PRESSURE-TREATED POST IN CONCRETE FOUNDATION, EXTEND POSTS INTO CONCRETE FOOTING MEASURING 16" DIA. x 36" DEEP. COLOR: FOREST GREEN

14" DIA. SMOOTH, FLAT RAISED CIRCULAR SECTION BACKGROUND SECTION CONSTRUCTED FROM ONE SOLID MATERIAL, COLOR: FOREST GREEN. FULL COLOR DIGITAL PRINTED VINYL LOGO, IMAGE 1 3/ST-8, LAMINATED TO 3MM ALUMINUM PANELS WITH UV OVERLAM AND (4) 1/4" PRE-DRILLED HOLES. INSTALL SIGN OVER BACKGROUND SECTION WITH (4) 1/4" FLATHEAD SCREWS.

GRAVEL BASE

1
ST-4

SIGN DETAIL - SITE 1

SCALE: 3/4" = 1'-0"

| | | | |
|----------------|----------------------------------|----------------|-----------|
| SHEET TITLE: | | PROJECT NUMBER | |
| HILLSDALE PARK | | PR-081-22 | |
| PROJECT: | VARIOUS PARKS NEW PARKS SIGNS | DRAWING NO. | SHEET NO. |
| | | ST-6 | 6 of 6 |
| | | ISSUE DATE: | 09-21-22 |

EXHIBIT 1

E-Verify



Company ID Number:

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

| | |
|---|-------|
| Employer | |
| Name (Please Type or Print) | Title |
| <i>Electronically Signed</i> Signature | Date |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) | Title |
| Signature | Date |

Information Required for the E-Verify Program

Information relating to your Company:

| | |
|---------------------------------|--------|
| Company Name | |
| Company Facility Address: | |
| Company Alternate Address: | |
| County or Parish: | MOBILE |
| Employer Identification Number: | |

SAMPLE

E-Verify



Company ID Number:

| | |
|--|--|
| North American Industry Classification Systems Code: | |
| Administrator: | |
| Number of Employees: | |
| Number of Sites Verified for: | |
| Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State: | |
| • | |

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | | | |
|-------------------|--|-------------|--|
| Name: | | Fax Number: | |
| Telephone Number: | | | |
| E-mail Address: | | | |

SAMPLE

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor:

City Business License No.:

Secretary of State Registration No.:

For the following Project: Various Park – New Park Signs – Phase 2
Mobile, Alabama 36608

Project Number: PR-081-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is _____ and xx/100 Dollars (\$), which includes a Contingency Allowance of _____ and xx/100 Dollars (\$2,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE(S)

A. 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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on

subcontractor's work; and 15% on work of Contractor's own forces.

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

1.4 UNIT PRICES

- A. 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.
- B. List of Unit Prices:
 - a. Providing and installing two (2) 14" dia. full color digital printed vinyl city seal logo, laminated to 3 mm aluminum panels with UV overlam and (4) 1/4" pre-drilled holes.
 - b. Providing and installing two (2) 23" dia. full color digital printed vinyl city seal logo, laminated to 3 mm aluminum panels with UV overlam and (4) 1/4" pre-drilled holes.

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 **LIQUIDATED DAMAGES**

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements 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 to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6 **INSURANCE**

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- A. Workers' Compensation/Employer's Liability:
 - 1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.
 - 2. Employer's Liability with limits of not less than:
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
 - 3. United States Longshoreman's Harbor Worker's Act
 - 4. Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- B. Comprehensive General Liability Insurance and/or Marine General Liability:
 - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor. Marine General Liability shall include Premises and Operations, Personal & Advertising Injury, Products & Completed Operations, Protection & Indemnity including vessel and crew (if applicable).

2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /\$2,000,000 Aggregate on a "Per Project" Basis.
 3. General Aggregate Limit shall apply on a "Per Project" Basis.
 4. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy.
 5. The Marine General Liability policy must include an endorsement to cover "Sudden and Accidental Pollution."
- C. Automobile Liability Insurance:
1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
- D. Excess/Umbrella Liability Insurance
1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- D. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, 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.
- A. 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 as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. 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.

C. 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 3% of insured value.

D. 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.

E. A "named storm" endorsement is required. The deductible shall be a maximum of 3% of insured value.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – 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 (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities,

whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

- 3.9** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 3.10** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and 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 waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 METHOD of PAYMENT:** Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION of CONTRACT:** The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.
- 3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND**

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE

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

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.

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.

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement 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) has completed the contract for Various Parks – New Park Signs – Phase 2, PR-081-22, Mobile, Alabama. All persons having any claim 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.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated September 21, 2022, as prepared by the City of Mobile Architectural Engineering Department and _____;
2. Addendum No ____, dated _____, and Addendum No ____, dated _____; and Addendum No _____, dated _____, etc.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement

may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

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. 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.

11.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

**Legal Name of Party to Contract:
CONTRACTOR:**

Signature

By Signature

William S. Stimpson, Mayor

Printed Name and Title

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as _____ of _____ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A

Various Parks - New Park Signs - Phase 2 Mobile, Alabama PR-081-22

Scope of Work

Base Quote: The Contractor shall provide and install new signs for various parks per attached Drawings: ST-1 through ST-6.

EXHIBIT 3

City of Mobile Insurance Requirements Contractor

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:

| | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form including the policy endorsement requirements is attached for Contractor's reference.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|----------|-------------------------------|----------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): | FAX (A/C. No): |
| INSURED | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : | NAIC # |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------------------------------|--|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| <input checked="" type="checkbox"/> | Contractual Liability | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| <input checked="" type="checkbox"/> | ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | SCHEDULED AUTOS | | | | | | \$ |
| | NON-OWNED AUTOS | | | | | | \$ |
| <input checked="" type="checkbox"/> | UMBRELLA LIAB | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | EACH OCCURRENCE \$ 1,000,000 |
| | EXCESS LIAB | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | | | AGGREGATE \$ 1,000,000 |
| | DED | | | | | | \$ |
| | RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$1,000,000 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | <input type="checkbox"/> N/A | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT NAME:

PROJECT NUMBER:

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured, Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Mobile Architectural Engineering Department P. O. Box 1827 Mobile, Alabama 36633-1827 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

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City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at <https://cityofmobile.sharepoint.com/sites/COMPortal> .

Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

**This form should be completed by the City department requesting a waiver.
Upon completion, submit the form to the Office of Supplier Diversity
by email at officeofsupplierdiversity@cityofmobile.org.**



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-081-22 Current Date 9 / 12 / 22

Project Description Various Park - New Park Signs - Phase 2

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

This project includes replacing existing signs and providing and installing new signs in five separate

park locations. This project would be from a single source only quoter without any use of a sub consultant.

Requesting a waiver based on the cost of project being estimated under \$30,000.00 and single trade contract.

Cassie Boatwright
Requested By (Department Director)

(Signature)

Director, Real Estate Asset Mgt 9/12/2022

(Title)

(Date)

251-208-7427

Telephone Number

boatwright@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique L. Kidd, Supplier Diversity Manager

9/26/2022

Archnique Kidd
(Signature)

(Title)

(Date)

Approved By (CAO)