

**CITY OF MOBILE  
CALL FOR BIDS**

MPD Traffic Safety Unit - Monument Sign  
850 Virginia Street  
Mobile, Alabama 36603  
**PD-090-23**

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on **Wednesday, December 13, 2023**, no later than 2:15 local time. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza. Additional bidding instructions are detailed in the project documents.

A Pre-Bid Conference shall be held at 850 Virginia Street at **10:00 AM local time on Tuesday, December 5, 2023**. We will meet in the Trans Gulf Seafood parking lot, located on the corner of S. Board St. and Virginia St., and then walk over to the project site. Bidders are encouraged to visit the site prior to submitting a Bid, and include all costs associated with the project in their Bids. This project is Tax Exempt.

Bid Documents are on file and may be examined and obtained from the following location:  
[www.cityofmobile.org/bids/](http://www.cityofmobile.org/bids/)

Disadvantaged Business Enterprise participation may be required. A Directory of DBE Vendors can be found at the following location:  
<https://workwith.cityofmobile.org/>



## ARCHITECTURAL ENGINEERING DEPARTMENT REQUEST FOR QUOTES

**December 5, 2023**

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

**Project Name:** MPD Traffic Safety Unit – Monument Sign

**Project Location:** 850 Virginia Street, Mobile, Alabama 36603

**Project Number:** PD-090-23

**Description of Work:** All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by the City of Mobile Architectural Engineering Department. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment and services, including labor for the Work, which generally involves the following activities:

- Construction of one (1) monument sign for the City of Mobile at the MPD Traffic Safety Unit Facility.

**Contract Time:** Construction time to achieve Substantial Completion is Thirty (30) consecutive calendar days from the date of the Notice to Proceed, with an additional Fifteen (15) consecutive calendar days to achieve Final Completion. Total construction duration is Forty-five (45) consecutive calendar days.

**Important Dates:**

Pre-Quote Meeting: Tuesday, December 5, 2023 at 10:00 AM (local time)

Quotes Due: Wednesday, December 13, 2023 at 2:15 PM (local time)

**Examination of Documents:** Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (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:** A Pre-Quote meeting shall be held on Tuesday, December 5, 2023 at 10:00 AM (local time). The meeting will commence in the Trans Gulf Seafood parking lot, located at the corner of S. Broad Street and Virginia Street, and then travel to the project site across the street. Contractors are encouraged to have a representative present and sign-in in order to receive project addendum. Contractors shall view and verify all existing conditions during the Pre-Quote meeting. No additional site visits are scheduled, but may be arranged with the Project Manager upon request. Request for Quotes are on file and may be examined and obtained from the following: <https://www.cityofmobile.org/bids>

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 posted on [www.cityofmobile.org/bids](http://www.cityofmobile.org/bids). 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.

**This is a tax-exempt project. Contractor shall NOT include sales and use taxes in their quote amount.**

Contractors may use on-site utilities and facilities, such as power and water. 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. The contractor shall protect site from use during construction. The area must be clear of tools, debris and materials at all times to ensure the safety of those using the site. 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 Forty-Five (45) consecutive 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 receipt of quotes, the Apparent Low Quoter shall meet with the Owner to discuss scope, Owner scheduling and priorities. The Apparent Low Quoter shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.
- B. The Contractor may request rain days, 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** (if applicable):

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 Quote a stipulated allowance(s) 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 Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

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 Allowances 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 **Wednesday, December 13, 2023**, no later than 2:15 local time. Bidders shall insert sealed Bids into a receptacle marked "City of Mobile Bids", located in the elevator lobby outside The City Clerk's Office, 9th Floor - South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza.

- A. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.
- B. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

**Bond Requirements:**

For contracts that exceed \$50,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

- 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.

**Bid Security/Bid Bond:**

- A. A Cashier's Check drawn on an Alabama bank 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 is required to accompany Bid.
- B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of 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)
2. Contract form example "Agreement Between Owner and Contractor for A Stipulated Sum" (sample document attached)
3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (sample document attached)



4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (Documents attached). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Portal Registration System: <https://www.cityofmobile.org/bids/vendor-portal-information/>

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

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 an 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 **MPD Traffic Division Unit – Monument Sign, PD-090-23, 850 Virginia Street, Mobile, Alabama 36603**. 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 Quotes 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 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 products used.

**Closeout 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
2. Contractor's Affidavit of Release of Liens - G706A
3. Consent of Surety to final Payment - G707 (if bonds are required)

Contact the Project Manager, David M. Cordingly, at the City of Mobile, Architectural Engineering Department, 251-208-7637 phone or e-mail [david.cordingly@cityofmobile.org](mailto:david.cordingly@cityofmobile.org) for further clarification regarding this Request for Quotes.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**MPD Traffic Division Unit – Monument Sign  
850 Virginia Street, Mobile, Alabama 36603  
PD-090-23**

**QUOTE FORM:**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Office Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**City of Mobile Business License No.:** \_\_\_\_\_

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated December 5, 2023, 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 forty-five (45) consecutive calendar days from the written Notice to Proceed.

**Quoters shall NOT include sales and use taxes.**

**Quotes shall be provided in whole dollar amount with no cents.**

**Base Quote Amount:** \_\_\_\_\_

(Amount in Words)

\_\_\_\_\_ Dollars & No Cents \$ \_\_\_\_\_ **.00**

(Amount in #'s)

**Contingency Allowance:** Three Thousand Dollars & No Cents \$ 3,000.00

(Amount in Words)

(Amount in #'s)

**Total Base Quote Amount:** \_\_\_\_\_

(Amount in Words)

\_\_\_\_\_ Dollars & No Cents \$ \_\_\_\_\_ **.00**

(Amount in #'s)

**Contact Phone #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for  
questions on completing this form.  
Via email: [Archnique.kidd@cityofmobile.org](mailto:Archnique.kidd@cityofmobile.org)  
251.208.7967  
205 Government Street, 5<sup>th</sup> Floor

**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 DBE 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 DBEs certified through the Alabama Unified Certification Program.

If DBE 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 Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. 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 means 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 SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for  
questions on completing this form.  
Via email: Archnique.kidd@cityofmobile.org  
251.208.7967  
205 Government Street, 5<sup>th</sup> Floor

**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 <input type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #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 SUPPLIER DIVERSITY  
**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 ( <input type="checkbox"/> )	NO ( <input type="checkbox"/> )	<b>Did you do these suggested areas for DBE recruitment and engagement</b>
		<b>PRE-BID MEETING(S):</b> The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		<b>CMDBE/ALDOT DBE LIST(S):</b> The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		<b>SMALL CONTRACT(S):</b> 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.
		<b>FOLLOW-UP:</b> The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		<b>GOOD FAITH NEGOTIATIONS:</b> 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.)
		<b>ADVERTISEMENT:</b> The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		<b>INTERNET ADVERTISING:</b> 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 SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
 Subcontracting and Major Supplier Plan

		<b>INFORMATION:</b> The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		<b>WRITTEN NOTICE(S):</b> 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.
		<b>COMMUNITY RESOURCES:</b> 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 detail in Section 2(c) if the 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. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





# 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:** MPD Traffic Safety Unit – Monument Sign  
850 Virginia Street  
Mobile, Alabama 36603

Project Number: PD-090-23

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", Drawings, Specifications, 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 Three Thousand and xx/100 Dollars (\$3,000.00).

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

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.

## **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 Forty-Five (45) consecutive 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.

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

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.

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 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for **MPD Traffic Safety Unit – Monument Sign, PD-090-23, 850 Virginia Street, Mobile, Alabama 36603**. 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.

**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, Drawings, Specifications, 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 December 5, 2023, as prepared by the City of Mobile Architectural Engineering Department;
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**  
**SCOPE OF WORK**

MPD TRAFFIC SAFETY UNIT – MONUMENTAL SIGN  
Project # PD-090-23

**Summary of Work:** All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by the City of Mobile Architectural Engineering Department. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment and services, including labor for the Work, which generally involves the following activities:

- Construction of one (1) monument sign for the City of Mobile at the MPD Traffic Safety Unit Facility.
- Sign base shall be constructed using a concrete foundation, brick veneer tile over a CMU backup wall, and precast concrete caps and shall be the size and shape with all architectural details as shown in the Drawings.
- Sign base shall have 2 - 12"Ø Dia. City of Mobile Seal 0.125" aluminum sign graphic panels printed one side, with three 3/8" studs that will be epoxy embedded into masonry.
- Sign base veneer shall be brick tile and match the style and coloring of the existing facility (see location and details).
- Sign frame shall be 3"x3"x1/8" aluminum flanged tube extrusion with powder coat finish. All welds are bevel joint, ground flush for a finished, clean look.
- Sign frame to be field bolted to two 2-1/2"x 2-1/2" 12 GA galvanized steel Telespar tube internal telescope fit leg extensions that are embedded in concrete footing. Sign frame tubes to be installed with two-part breakaway sign post system.
- Aluminum sign graphic panel shall be printed both sides, live area of sign is 94" X 25.5".
- Aluminum sign graphic rider panel with City Department's name printed both sides, live area of sign is 94" X 9.5".
- Repair and/or replacement of any damaged sod to restore area to original condition prior to construction.

END

## 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 \_\_\_\_\_, 2023 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 Unity Point Park –Fountain Repairs, PR-032-23, 900 Spring Hill Avenue, Mobile, Alabama 36604 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 \_\_\_\_\_, 2023.

**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: Cassie Boatwright  
REAM 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 \_\_\_\_\_, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Unity Point Park –Fountain Repairs, PR-032-23, 900 Spring Hill Avenue, Mobile, Alabama 36604, 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 \_\_\_\_\_, 2023

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**  
Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Resident Agent: \_\_\_\_\_  
(Signature)

Owner's Representative: Cassie Boatwright  
REAM Director  
PO Box 1827  
Mobile, AL 36633  
251-208-7454

Name and Title: \_\_\_\_\_

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

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

Phone and Fax: \_\_\_\_\_

## City of Mobile Insurance Requirements for Contractor

Limits below apply to Tier 1 and Tier 2 services in the attached Limits for Service Vendors list, with the exception if comments are made regarding additional insurance requirements. Tier 3 services will require increased insurance limits, and the requirements below will need to be adjusted. Project size should also be a factor in determining applicable insurance limits.

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

### **Workers' Compensation/Employer's Liability**

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

### **Commercial General Liability**

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$2,000,000 general aggregate per project

### **Automobile Liability**

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

### **Commercial Umbrella Liability**

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$3,000,000 per line of coverage.

### **Certificates of Insurance**

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

### **Additional Insureds**

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

### **Insurance Requirements for Sub-subcontractors**

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

### **Cancellation**

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

### **Waiver of Subrogation**

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

## **Optional Insurance Requirements Based on Project**

### **Inland Marine Builder's Risk Insurance**

Contractor shall maintain Inland Marine Builder's Risk Insurance Coverage with a policy period concurrent with the Project, providing coverage to protect the interest of City of Mobile, Subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the Project. Coverage shall be written on a Replacement Cost and Completed Value Form basis in an amount at least equal to one hundred percent of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering Subcontractor's overhead and general conditions, and equipment rental. The period of indemnity shall not be less than twelve (12) months and the limit of Delay Cost coverage shall not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to the scheduled limit for the hard cost coverage. The waiting period of Delay Cost coverage may not exceed thirty (30) days. Collectively, the scheduled soft cost limit and hard cost limit may equal one hundred percent (100%) of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the one hundred percent (100%) projected value of the Work. Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

This Builders Risk insurance covering the work will have a deductible of no more than \$5,000 for each occurrence unless the loss is caused by a Named Storm; then the deductible shall be a maximum of 3% of insured value. Higher deductibles for Named Storm or a Wind/Hail Deductible may be accepted by City of Mobile upon written request by the Contractor and written acceptance by City of Mobile. All deductibles will remain the responsibility of the Contractor.

### **Installation Floater**

Contractor shall obtain an Installation Floater to cover that portion of the work to be installed, altered, or repaired by Contractor. The Installation Floater policy must include "coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit." Coverage must also include property of others in the Contractor's care, custody, or control. In addition to Contractor, the Owner shall be named as additional insured on the policy with coverage extending through the final completion date.

### **Professional Errors and Omissions**

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Contractor will remain solely responsible for, shall apply. *OPTION-* If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Contractor's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

**Pollution Legal Liability**

Contractor agrees to maintain Pollution Legal Liability limits of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

END

## Limits for Service Vendors

Vendor Services	PRIMARY GL Limits	Auto Liability	WC + EL Coverage	Min. Umbrella Liability	Comments
<b>Tier I / Low Risk</b>					
Appliances-Service, Leasing, Refinish	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Auto Detailing	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Bathtubs, Sinks - Repair / Refinish	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Beverage Suppliers w/on-site delivery	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Cabinets - Installation	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Carpet Cleaning/Extraction	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Caterers	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Cleaning Contractor	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Computer Designers, Repair, Install	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Concierge, Valet Service	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Copy Machines Service	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Criminal Record Search	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Disc Jockeys	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Drapery & Curtain Cleaning, Installation	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Employment / Temporary	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Entertainers, Musicians, Promoters, etc.	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Fence Contractors	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
First Aid/Occ Health & Safety Supply-On Site Delivery	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Fitness Center Equipment Service	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Framing, Mounting Pictures, Maps, etc..	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Fundraising	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Furniture - Repair, Refinish	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Glass sales, installation, repair, coating & tinting	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Golf Carts - Repair and Maintenance	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Interior Designers and Decorators	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Junk Removal	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Leasing Services	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Lightbulb Replacement	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Locks and Locksmiths	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Mailbox installation	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	



## Limits for Service Vendors

Mystery Shopper	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Painting, Wallcovering Installation	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Pool/Spa Service	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Vending Machines	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
Window/Glass Repairs	\$1M/\$2M	\$1,000,000	Statutory	\$2,000,000	
<b>Tier II / Moderate Risk</b>					
A/C Equipment & Systems Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Adjusters	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Aquarium/Fish Tank Installation	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Air Duct Cleaning	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Architects	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Awnings & Canopies Repair & Service	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Back Flow Prevention	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Basketball courts - Construction, Repair	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Boilers - Repairing and Cleaning	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Building - Developers and Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Building Inspection Service	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Building Maintenance	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Cable	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Carnival Companies and/or Ride Operators	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Chimney Cleaning	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Communication equipment installation, service, repair	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Concrete and Asphalt Repairs	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Use judgment based on project size and exposure
Cooling Tower-Repair & Replace	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Courtesy Patrol - Unarmed Foot or Drive	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Drainage Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Drywall Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Electrical P/M, Repairs	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Engineer - All Types	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Environmental Consulting Services	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Erosion Control	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	

## Limits for Service Vendors

Excavating Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Exterior cleaning or resurfacing	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Fire / Life-Safety System P/M, Testing	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Flooring / Carpeting Installation	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Foundation - Contractors or Repair	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Freight Only	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Fuel-Oil, Gas, Butane Propane	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Garage Management, Maintenance	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Must also include Garage keepers' Legal liability
Gates-installation, repair, maintenance	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
General Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	depending on size of project
Gutters and Downspouts	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Handrails	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
HVAC - Other P/M, Repairs	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Insulation Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Landscaping and Irrigation Repairs	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Laundry Service-Repair & Maintenance	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Lift Station Maintenance	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Masonry	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Mechanical	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Movers	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Odor Control	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Outdoor Fireplace or BBQ installation	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Parking Lot Striping	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Parking Lot - Patching / Re-Paving	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Use judgment based on project size and exposure
Pest Control	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability & Pollution Liability
Pile Driving	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Plumbing Repairs/Installation	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Pond/Lake Service	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Roof Repairs	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Safety Consultants	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Sewer and Water Main-Installation or Repair	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability & Pollution Liability
Sidewalk Repair	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	

## Limits for Service Vendors

Siding Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Signage Installation / Repairs	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Snow Removal	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Use judgment based on size of contract
Sprinkler Installation or Repair	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Trash Removal / Recycling	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Pollution Liability
Trusses / Construction	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Utility contractor / Not underground	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	Professional Liability
Warehouse Supplier	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Walls - Retaining Walls	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Waste Reduction/Disposal/Recycle	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Water Heater Repair	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Waterproofing Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Welding Contractors	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
Window washer - 5 Floors & Below	\$1M /\$2M	\$1,000,000	Statutory	\$2,000,000	
<b>Tier III / High Risk</b>					
Asbestos Abatement	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	Pollution Liability w/o Asbestos Exclusion
Blasting and Demolition Contractors	\$1M/\$2M	\$1,000,000	Statutory	\$9,000,000	Professional Liability
Crime Scene Clean Up Services	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	Professional Liability
Elevator Maintenance, Testing	\$1M/\$2M	\$1,000,000	Statutory	\$9,000,000	
Fire protection equipment installation, service, repair	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	
General Contractors	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	Contracts exceeding \$1M
Hazardous Material Handling and Cleanup	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	Professional Liability & Pollution Liability
Lead Abatement	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	Professional Liability & Pollution Liability
Mold Abatement	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	Professional liability & Pollution Liability
Overhead Equipment (cranes, hoists)	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	
Painting Exterior	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	
Roof Replacement	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	
Scaffolding	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	
Security Guard Service	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	Professional Liability
Steam boiler installation, service, repair	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	

## Limits for Service Vendors

Traffic Control / Signal Installation	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	
Underground or Building gas, petrol, storage tank/line installation, service, repair, testing	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	Professional Liability & Pollution Liability
Window washer - 5 Floors & Above	\$1M/\$2M	\$1,000,000	Statutory	\$4,000,000	



# 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).**

<b>PRODUCER</b> ABC Insurance Company 1010 Insurance Street Mobile, AL 36606 Cindy Jones (251) 333-3333	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Mobile Insurance Company</td> <td>4555</td> </tr> <tr> <td>INSURER B: ABC Insurance Company</td> <td>11111</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of Alabama</td> <td>1225555</td> </tr> <tr> <td>INSURER D: XXY Insurance of Mobile</td> <td>8788899</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Mobile Insurance Company	4555	INSURER B: ABC Insurance Company	11111	INSURER C: Indemnity Insurance Company of Alabama	1225555	INSURER D: XXY Insurance of Mobile	8788899	INSURER E:		INSURER F:
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INSURER D: XXY Insurance of Mobile	8788899													
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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000
<input checked="" type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000
<input checked="" type="checkbox"/>	Contractual Liability					MEDICAL (As to the person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					GENERAL AGGREGATE \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				PRODUCTS - COMP/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/>	ANY AUTO					COMBINED SINGLE LIMIT \$ 1,000,000
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS					\$
<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB					AGGREGATE \$ 2,000,000
	DED	RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

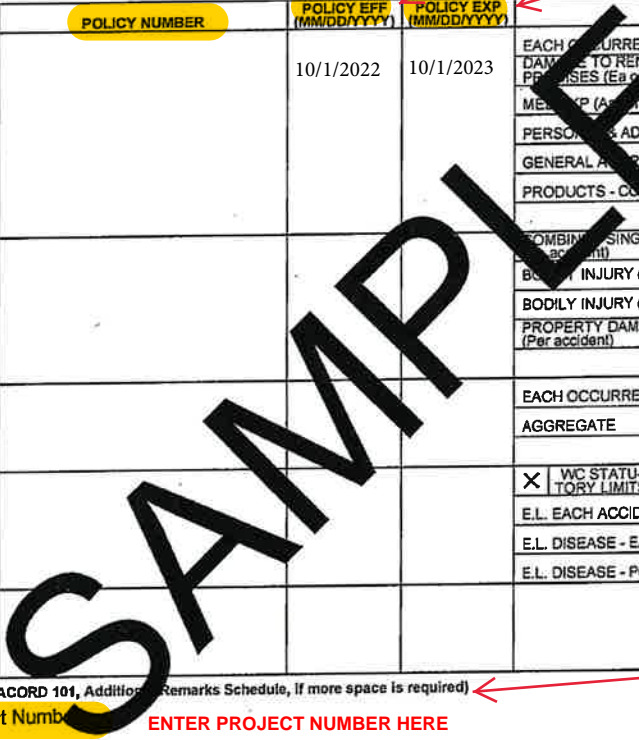
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project Name: ENTER PROJECT NAME HERE      Project Number: ENTER PROJECT NUMBER HERE

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, Umbrella 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).

<b>CERTIFICATE HOLDER</b> City of Mobile P. O. Box 1827 Mobile, Alabama 36633-1827	<b>CANCELLATION</b> 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
---	--

1. Producer Insurance Agent/ Broker who issues certificates.  
 2. Name of Insured - Must be legal name of the contracting party.  
 3. Types of Insurance - Must include the types of insurance required by Contract.  
 4. Policy Form - "Claims made" or "occurrence" form; see Glossary for definitions.  
 5. Aggregate Limits - Should apply per project.  
 6. Additional Named Insured - City of Mobile must be named additional insured with a waiver of subrogation.  
 7. Certificate Holder - Must be City of Mobile, Alabama

8. NAIC # - Should be included for each insurance company.  
 9. Policy Effective Date - Must be prior to or coincidental with effective date of contract.  
 10. Policy Expiration Date - Date must be on or after termination of contract.  
 11. Limits of Insurance - Must be same or greater as required by Contract.  
 12. Description of Operations - places and events are described here. Policy must be endorsed to include a waiver of subrogation in favor of City of Mobile. Project Name/ Number must be shown.



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

**SAMPLE**



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	

**SAMPLE**

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

PROJECT:

APPLICATION NO:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

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.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, application 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.

- 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) \$ \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_

**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.

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



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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

APPLICATION NO:  
APPLICATION DATE:

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

PERIOD TO:

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

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
<b>GRAND TOTALS</b>									

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



**AIA**<sup>®</sup>

# Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACTOR:

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**<sup>®</sup>

# Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

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

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<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent Of Surety to Final Payment

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

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)*

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

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 12/01/2023

For City Use Only:

Vendor No. \_\_\_\_\_

Entered Date \_\_\_\_\_

## 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 <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> Other (see instructions) ▶ _____		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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ 12/01/2023

### 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](http://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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

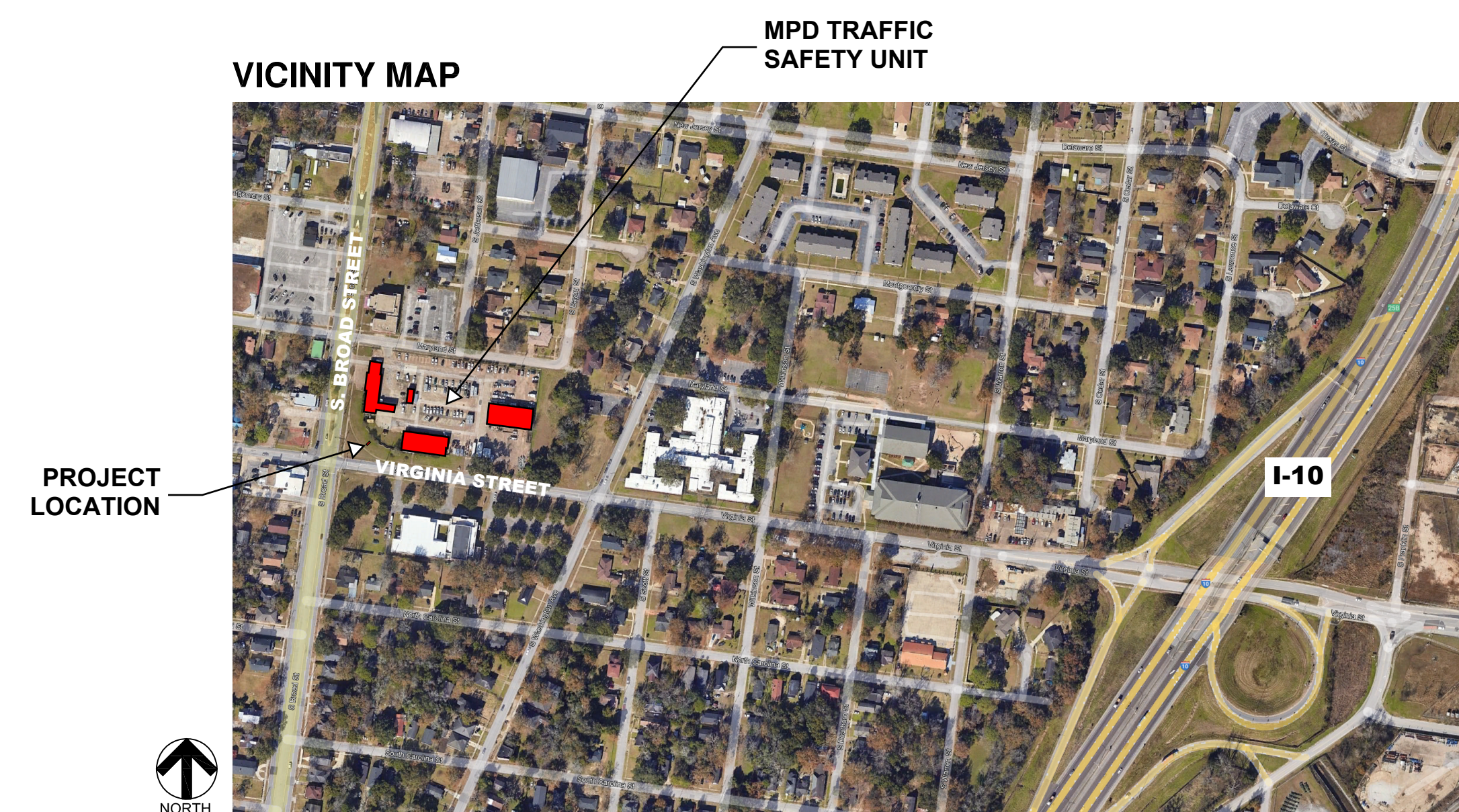
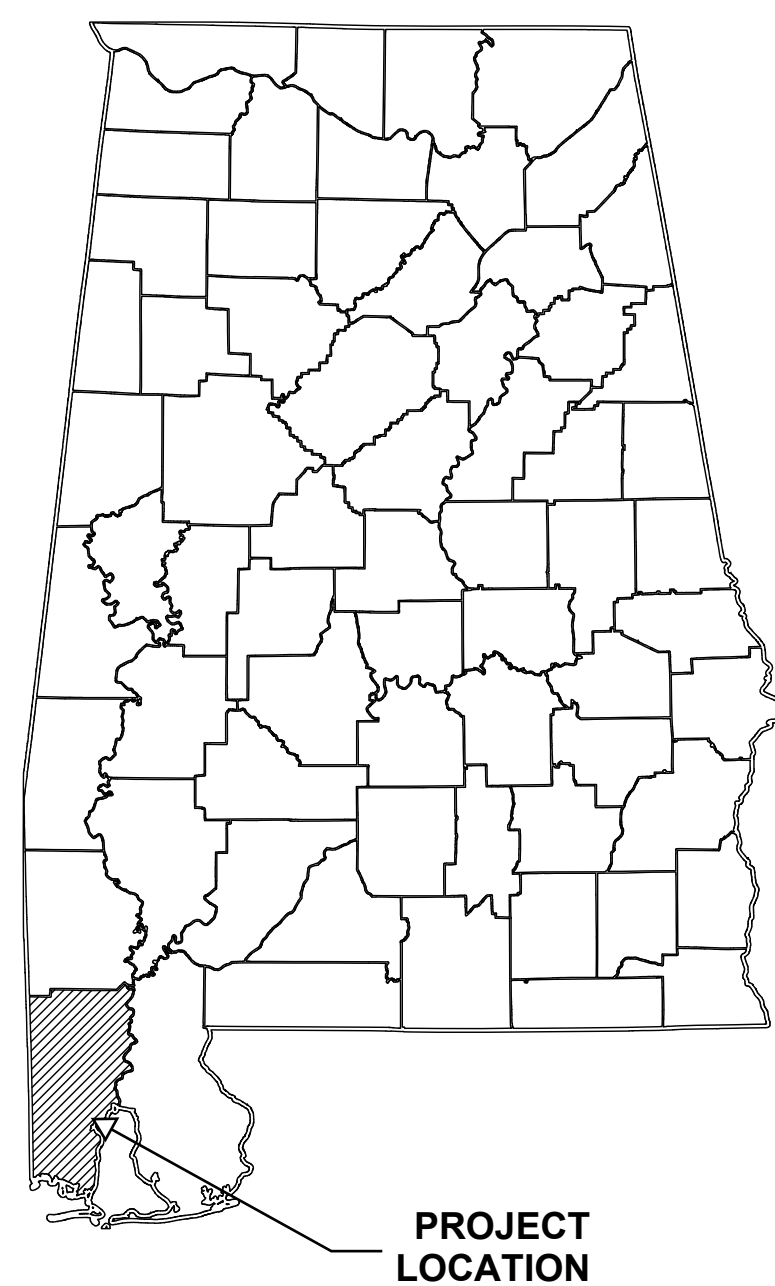


# MPD TRAFFIC SAFETY UNIT MONUMENT SIGN

CITY OF MOBILE, ALABAMA  
CITY OF MOBILE PROJECT NO. PD-090-23

## BID DOCUMENTS

DECEMBER 5, 2023



DRAWING INDEX	
SHEET NUMBER	SHEET NAME
T1.0	COVER SHEET
A1.0	CONSTRUCTION PLAN, NOTES, & DETAILS
A1.1	CONSTRUCTION DETAILS
A1.2	SITE SIGNAGE DETAILS



PROJECT:  
**MPD TRAFFIC SAFETY UNIT  
MONUMENT SIGN**

850 VIRGINIA STREET  
MOBILE, ALABAMA 36603  
COM Project No. PD-090-23

ISSUE DATE December 5, 2023	
DRAWN BY D.Cordingley	
REVISION SCHEDULE	
Date	Description
12.05.2023	ISSUED FOR BID

DRAWING TITLE  
**COVER SHEET**

SHEET NUMBER  
**T1.0**





**GENERAL NOTES:**

THE FOLLOWING NOTES SHALL APPLY THROUGHOUT THE CONSTRUCTION DOCUMENTS; EXCEPTIONS ARE SPECIFICALLY NOTED ON EACH DRAWING.

**BIDDING REQUIREMENTS:** THE ENTIRE PROJECT IS TO BE BID & BUILT BY A GENERAL CONTRACTOR. THE CONTRACTOR AND TRADE CONTRACTORS ARE TO REFERENCE ALL DRAWINGS AND SPECIFICATIONS IN ALL VOLUMES IN THEIR ENTIRETY AS A COMPLETE SET OF CONTRACT DOCUMENTS AND BID THE PROJECT TO INCLUDE ALL REQUIREMENTS SHOWN AND SPECIFIED.

**COMPLIANCE:** THE CONTRACTOR IS TO COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL LAWS AND CODES. THIS PROJECT SHALL COMPLY WITH THE STANDARD CONSTRUCTION SPECIFICATIONS, LATEST REVISION OF THE CITY OF MOBILE. THE CONTRACTOR IS TO COORDINATE ALL UTILITY WORK WITH RESPECTED UTILITY COMPANIES PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY BUILDING PERMITS AND INSPECTIONS REQUIRED TO PERFORM THIS WORK AND COMPLETE THIS PROJECT. SEE THE LIFE SAFETY PLANS FOR APPLICABLE CODES.

**PROJECT SITE LIMITS:** THE PROJECT SITE LIMITS ARE SHOWN ON THE SITE PLAN. A FENCING DIAGRAM IS PROVIDED TO THE CONTRACTOR TO SHOW THE AVAILABILITY OF SITE AREAS THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR IS TO CAREFULLY REVIEW THIS INFORMATION, INCLUDING OWNER RESTRICTIONS, FOR INCORPORATION OF COORDINATION AND OVERHEAD REQUIREMENTS INTO THE CONTRACTOR'S BID NECESSARY TO MEET THESE REQUIREMENTS.

**SAFETY:** THE CONTRACTOR SHALL AT ALL TIMES CONDUCT HIS WORK AS TO ASSURE THE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC. THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND THE PROTECTION OF PERSONS AND THE PROPERTY SHALL BE PROVIDED FOR BY THE CONTRACTOR.

**EXISTING CONDITIONS:** THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO REVIEW THE FIELD CONDITIONS AND BECOME FAMILIAR WITH ALL ASPECTS OF THE WORK REQUIRED TO COMPLETE THIS PROJECT TO THE SATISFACTION OF THE OWNER, THE OWNER'S REPRESENTATIVE, AND ALL GOVERNING ENTITIES. SUBMITTAL OF A BID INDICATES ACCEPTANCE OF THE EXISTING CONDITIONS ON SITE IN CONJUNCTION WITH THE SCOPE OF WORK REQUIRED FOR DEMOLITION AND NEW CONSTRUCTION IN COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS.

**UTILITY DISRUPTIONS, SCHEDULED AND UNSCHEDULED:** UTILITY OUTAGES, SHUT DOWNS, OR CUT OVERS ARE TO BE SCHEDULED IN ADVANCE OR AS APPROVED IN ADVANCE BY THE CITY OF MOBILE. PREVENT ACCIDENTAL DISRUPTIONS OF UTILITIES SERVING OPERATING FACILITIES WITHOUT STANDBY POWER SYSTEMS.

**GENERAL:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY IN THE AREA OF WORK IN ACCORDANCE WITH ALL APPLICABLE SAFETY CODES.
2. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER/ARCHITECT/ENGINEER HARMLESS FOR INJURY OR DEATH TO PERSONS OR FOR DAMAGE TO PROPERTY CAUSED BY THE NEGLIGENCE OF THE CONTRACTOR, HIS AGENTS, EMPLOYEES, OR SUBCONTRACTOR.
3. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ADJACENT WORK AND SHALL REPAIR SAID DAMAGE AT THEIR OWN EXPENSE. PROVIDE PROTECTION FOR EXISTING STRUCTURES AND SPACES WITHIN THE AREA OF OPERATION UNDER THIS CONTRACT. ANY DAMAGE OR DISTURBANCE RESULTING FROM WORK DONE UNDER THIS CONTRACT SHALL BE PROMPTLY RESTORED, REPLACED, OR REPAIRED.
4. THE CONTRACTOR SHALL UNLESS OTHERWISE PROVIDED IN THE CONTRACT DOCUMENTS, SECURE AND PAY FOR THE REQUIRED CONSTRUCTION PERMIT(S), FEES, LICENSES, AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
5. CODES: ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE APPLICABLE BUILDING CODES AND ORDINANCES.

**DEMOLITION NOTES:**

1. REMOVE EXISTING SOIL. PREPARE TO RECEIVE NEW FOUNDATION AND CONSTRUCTION PER DRAWINGS.
2. REMOVE EXISTING VEGETATION NECESSARY TO COMPLETE NEW CONSTRUCTION.

**CONSTRUCTION NOTES:**

1. THESE DRAWINGS ARE FOR GEOMETRY AND DESIGN INTENT ONLY. FINAL PLACEMENT TO BE FINALIZED IN THE FIELD.
2. SUBMIT ENGINEERED SHOP DRAWINGS INCLUDING ALL ANCHORS, CONNECTIONS, AND SUPPORT.
3. THESE DRAWINGS ARE NOT INCLUSIVE FOR ALL CONDITIONS, CONTRACTOR MUST CONFIRM AND PROVIDE FULL EXTENT REQUIRED.
4. DUE TO MODIFICATIONS MADE DURING CONSTRUCTION, SITE CONDITIONS MAY VARY FROM THOSE SHOWN. CONTRACTOR TO VERIFY ALL SUCH CONDITIONS TO THEIR SATISFACTION. NO CHANGE IN CONTRACT PRICE WILL BE GRANTED FOR FAILURE TO OBSERVE THIS REQUIREMENT.
5. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGHOUT THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

**LANDSCAPE NOTES:**

1. USE ALL MEANS NECESSARY TO CONTROL DUST ON AND NEAR ALL OFF-SITE AREAS.
2. CLEAN ALL PAVED SURFACES OF DEBRIS, MUD, DUST, MULCH, ETC. INCURRED DURING INSTALLATION.
3. CONTRACTOR TO MAINTAIN ALL PLANT MATERIAL AND LAWN AREAS TO SUBSTANTIAL COMPETITION AND THROUGH 30 DAY MAINTENANCE PERIOD.
4. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL, INCLUDING GRASS FOR ONE FULL YEAR FROM DATE OF SUBSTANTIAL COMPLETION.



1  
A1.0

**OVERALL SITE LAYOUT PLAN**

1/8"=1'-0"



PROJECT: **MPD TRAFFIC SAFETY UNIT MONUMENT SIGN**  
 850 VIRGINIA STREET  
 MOBILE, ALABAMA 36603  
 COM Project No. PD-090-23

ISSUE DATE  
December 5, 2023

DRAWN BY  
D.Cordingley

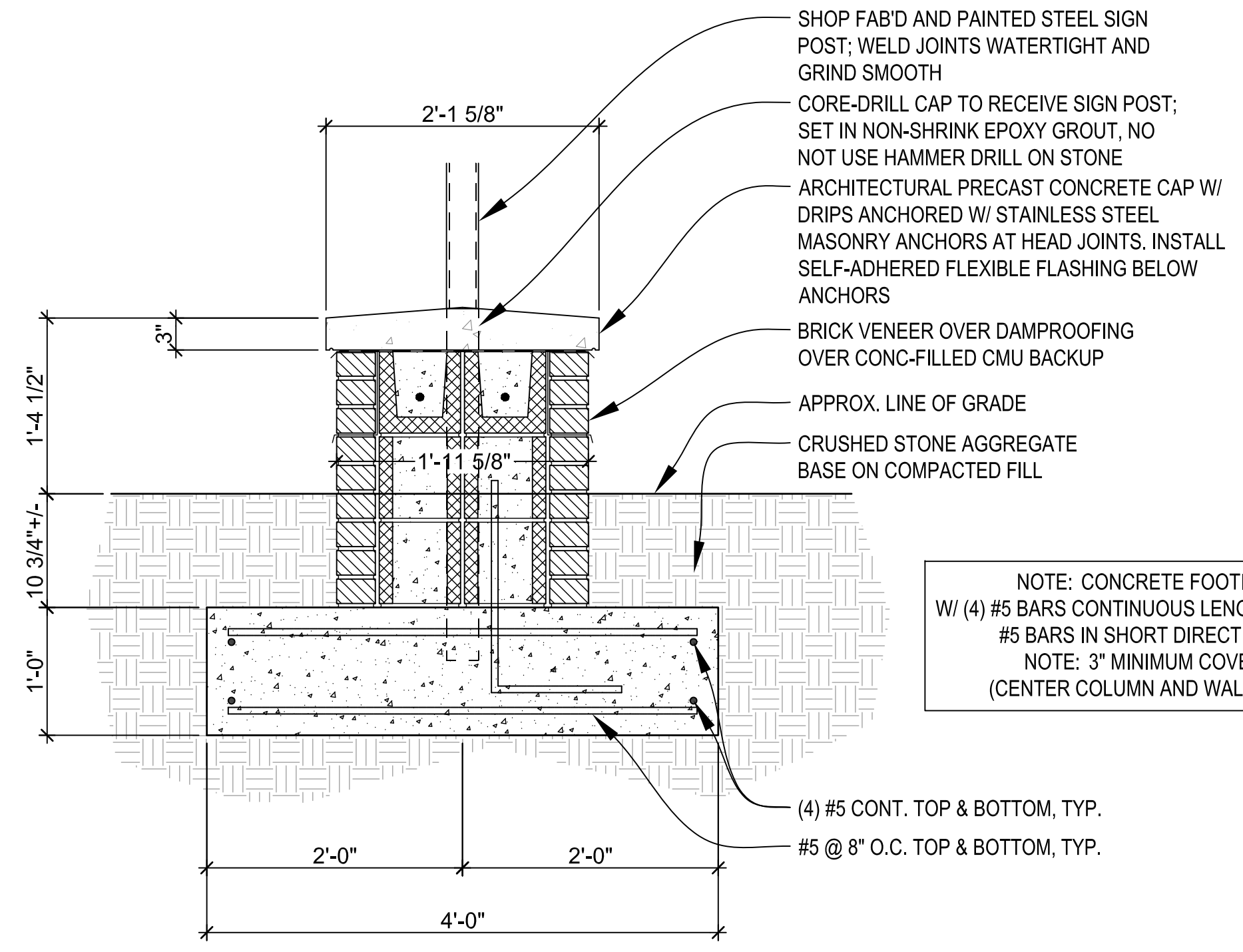
REVISION SCHEDULE	
Date	Description
12.05.2023	ISSUED FOR BID

DRAWING TITLE  
**OVERALL SITE LAYOUT, CONSTRUCTION PLAN & NOTES**

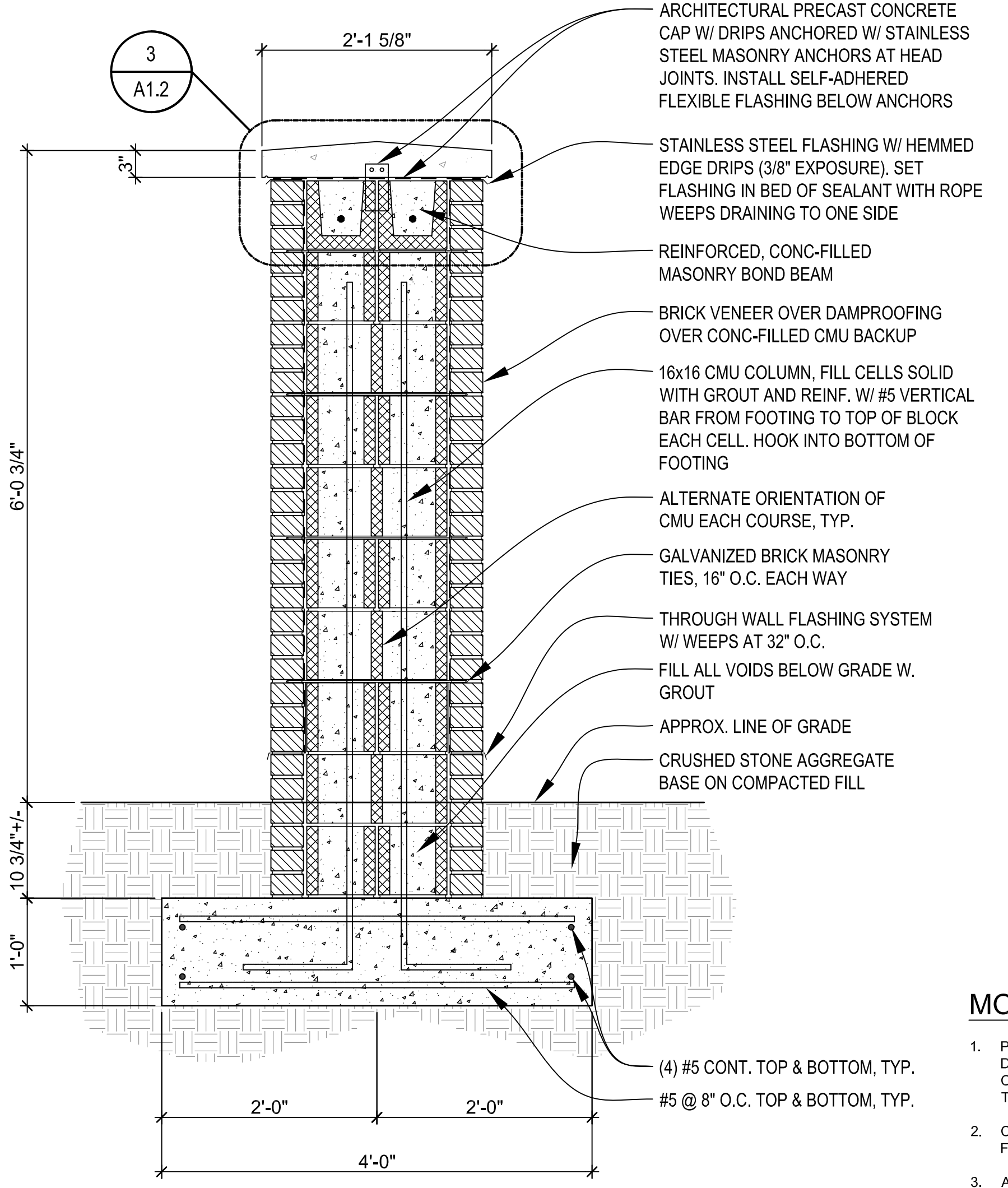
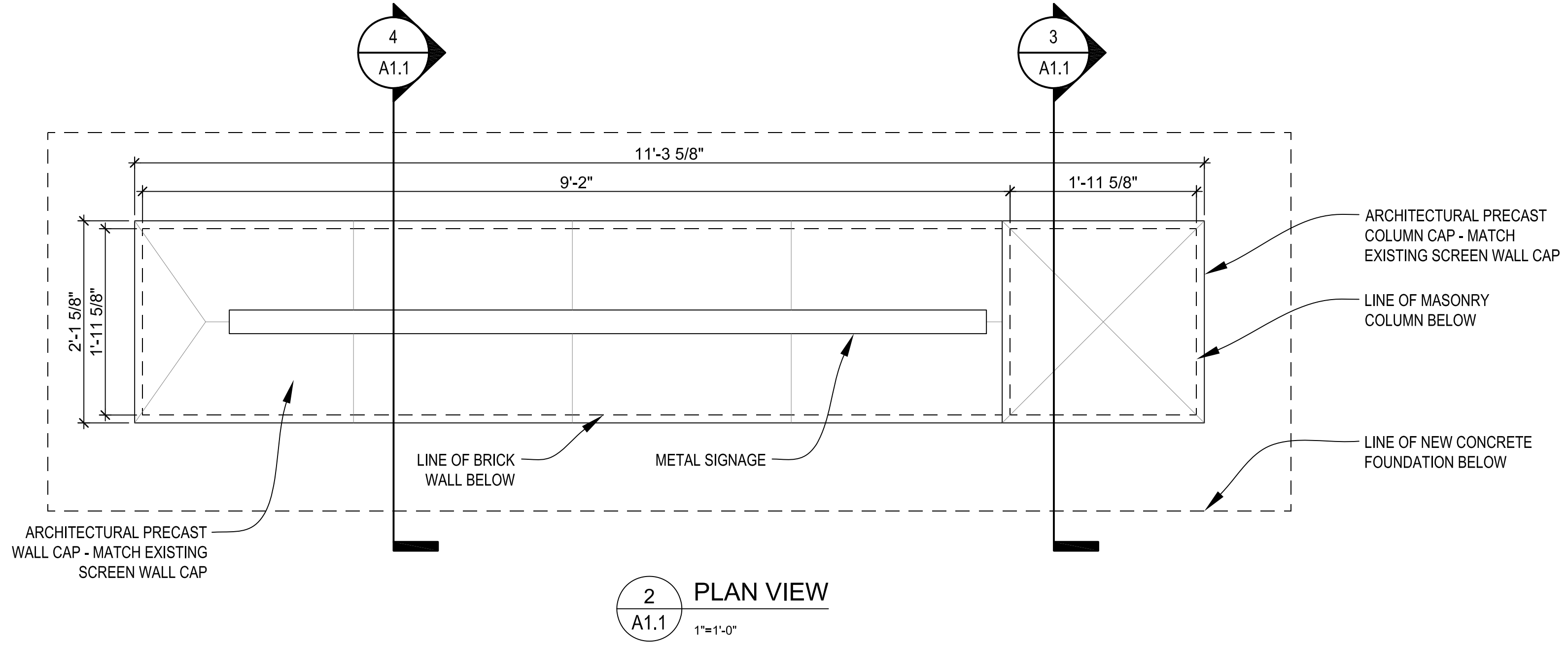
SHEET NUMBER

**A1.0**

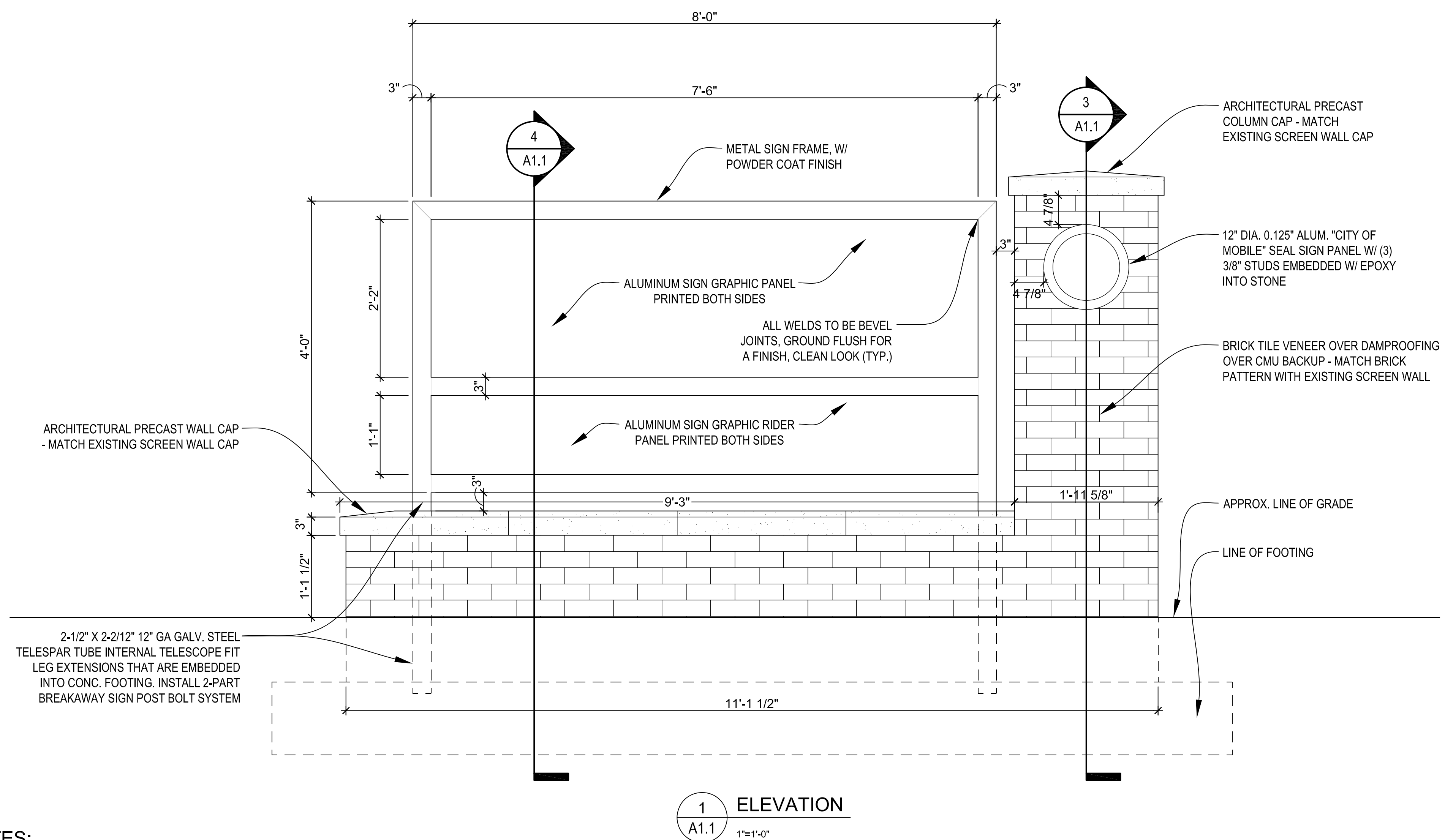




**4** DETAIL SECTION: WING WALL  
A1.1 1"=1'-0"



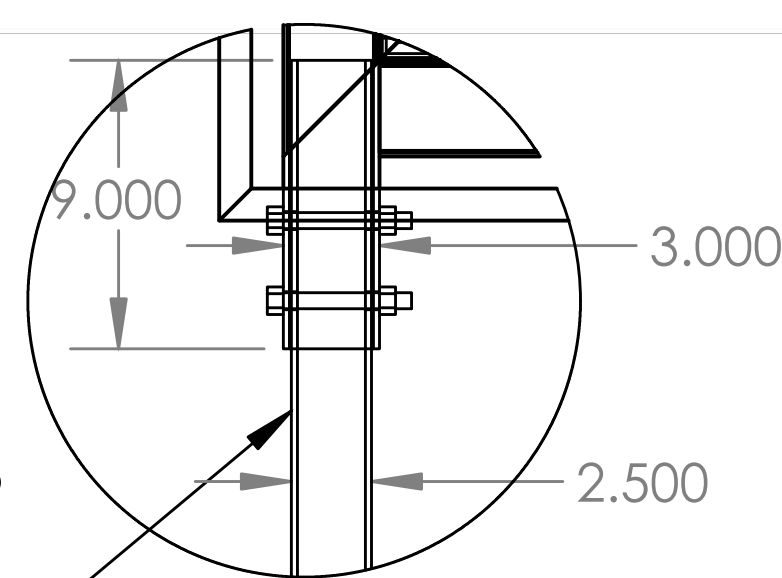
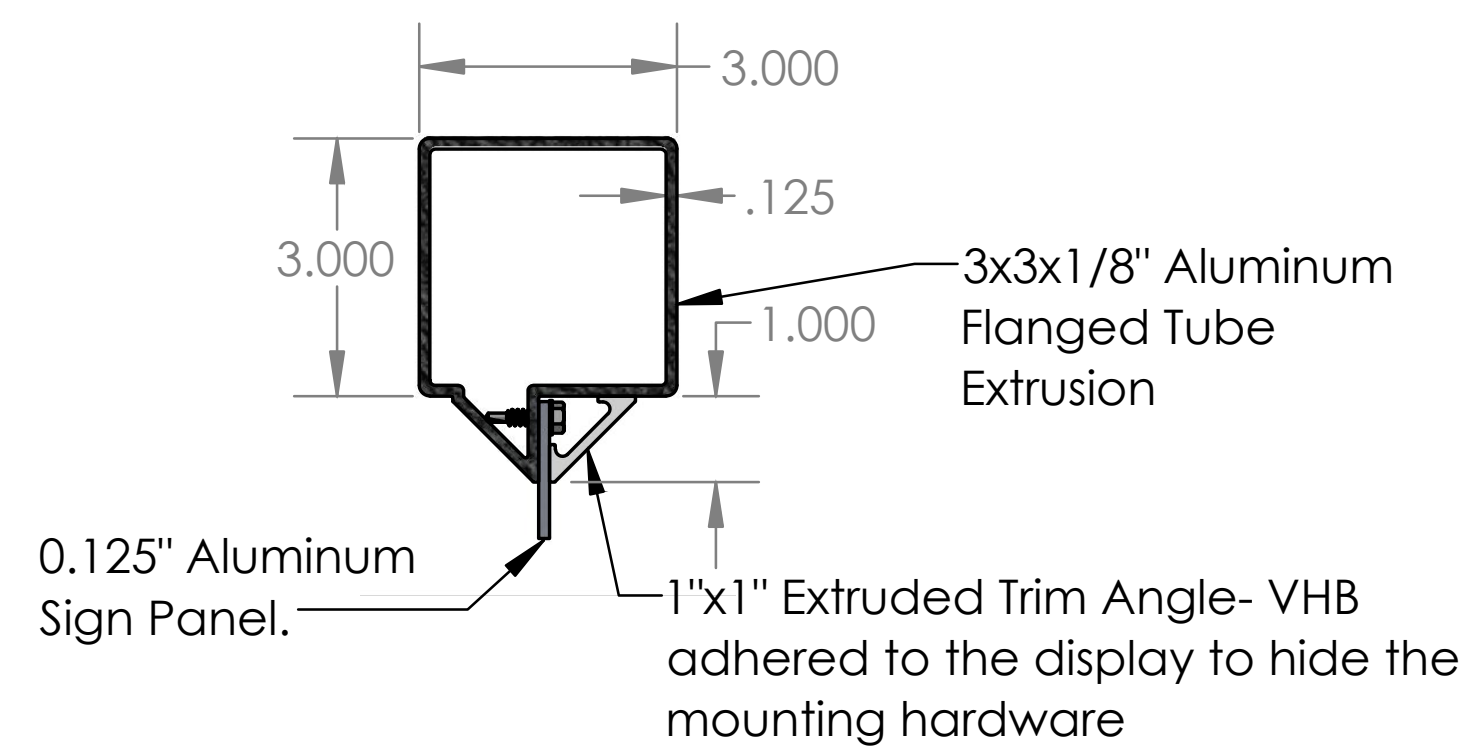
**3** DETAIL SECTION: COLUMN  
A1.1 1"=1'-0"



**MONUMENT SIGN NOTES:**

- PROTECT EXISTING FACILITIES, STRUCTURES, AND UTILITY LINES FROM ALL DAMAGE. PROTECT THE WORK, ADJACENT PROPERTY, AND THE PUBLIC. CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGE OR INJURY DUE TO THEIR ACTIONS OR NEGLIGENCE.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND ARRANGE FOR ALL PERMIT INSPECTIONS REQUIRED BY THE CITY OF MOBILE.
- ALL STRUCTURAL CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI (UNLESS OTHERWISE NOTED).
- PROVIDE 3" CONCRETE COVER OVER REINFORCING BARS EXCEPT AS OTHERWISE NOTED.
- FORM TIES AND REINFORCING BAR SUPPORTS SHALL BE NON-CORROSIVE MATERIAL INCLUDING, BUT NOT LIMITED TO, FIBERGLASS, PLASTIC, AND/OR CONCRETE BLOCK.
- ALL GROUT SHALL BE NON-SHRINK, NON-METALLIC.
- CONCRETE SHALL BE CURED IMMEDIATELY AFTER FINISHING OPERATIONS IN ACCORDANCE WITH ONE OF THE FOLLOWING METHODS:
  - APPLY A LIQUID MEMBRANE CHEMICAL CURING COMPOUND IN ACCORDANCE WITH ASTM C-309.
  - WET CURE IN ACCORDANCE WITH ACI 301.
- ALL CONCRETE RECONSTRUCTION SHALL BE DONE IN THE DRY.
- CONTRACTOR IS RESPONSIBLE FOR THE PROPER DESIGN AND CONSTRUCTION OF ALL FORMWORK AND SHORING.
- MASONRY CONSTRUCTION AND MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF "SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1/ASCI 6/TMS 602)." PUBLISHED BY THE AMERICAN CONCRETE INSTITUTE, DETROIT, MICHIGAN, EXCEPT AS MODIFIED BY THE REQUIREMENTS OF THESE PLANS AND CONTRACT DOCUMENTS.
- ALL CONCRETE MASONRY UNITS SHALL BE HOLLOW LOAD BEARING UNITS IN ACCORDANCE WITH A.S.T.M. C-90, TYPE II, NORMAL WEIGHT, fm = 1500 PSI
- MASONRY UNIT SIZED SHALL BE AS INDICATED ON THE PLANS, AND SHALL BE FREE FROM CHIPS AND CRACKS ON ALL EXPOSED SURFACED.
- REINFORCE MASONRY UNIT CORES AND CAVITIES WITH REINFORCEMENT BARS AND GROUT AS INDICATED IN THE PLANS. MORTAR SHALL BE CURED FOR A MINIMUM OF 24-HOURS BEFORE FILLING CELLS WITH GROUT. VERTICAL REINFORCEMENT SHALL BE MAINTAINED IN POSITION AT TOP AND BOTTOM OF CELLS.
- MASONRY UNIT SURFACE IN CONTACT WITH GROUT SHALL BE WETTED JUST PRIOR TO GROUT PLACEMENT. MATERIALS AND SURROUNDING AIR TEMPERATURE SHALL BE MAINTAINED TO A MINIMUM OF 50-DEGREES FAHRENHEIT PRIOR TO, DURING, AND FOR AT LEAST 48-HOURS AFTER COMPLETION OF MASONRY WORK.
- ALL FILL SHOULD CONSIST OF CLEAN SAND WITH LESS THAN 5% PASSING THE NO. 200 SIEVE AND BE FREE OF RUBBLE, ORGANICS, CLAY, DEBRIS, AND OTHER UNSUITABLE MATERIAL.
- FOUNDATION DESIGN BASED ON THE FOLLOWING:
  - SHALLOW SPREAD FOOTINGS ARE DESIGNED BASED ON AN ALLOWABLE BEARING PRESSURE OF 2000 PSF.
  - THE TOP 18" BELOW THE FOUNDATIONS AND EXTENDING A MINIMUM 2'-0" BEYOND THE EDGE OF THE FOUNDATION ON ALL SIDES SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557). VERIFY FIELD DENSITY (ASTM D-1557) WITH AT LEAST ONE TEST PER 2,000 SQ. FT. PER FOOT OF SOIL.
- DESIGN CRITERIA:
  - 2021 INTERNATIONAL BUILDING CODE
  - ACI 318-14
  - ACI 530-13

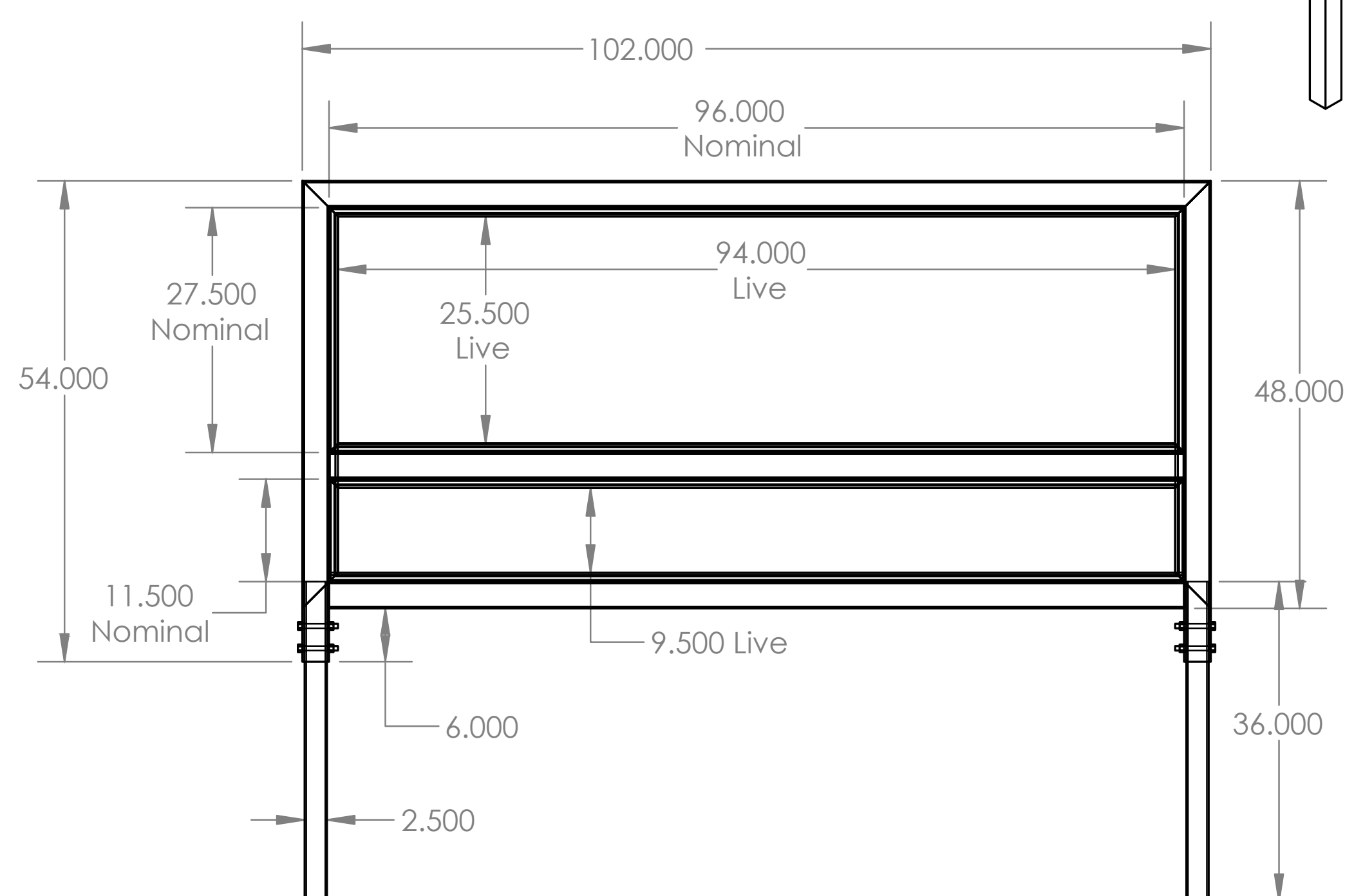




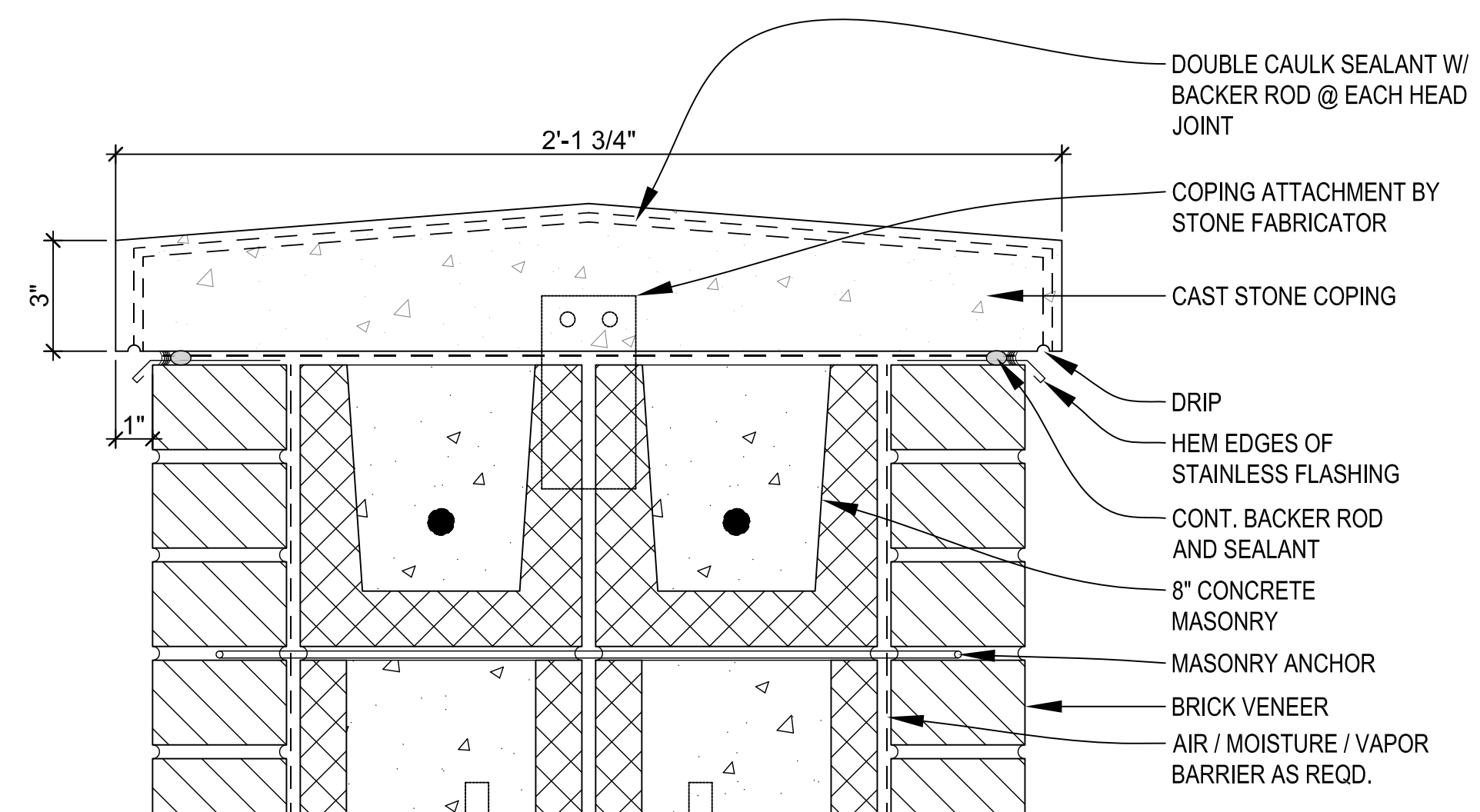
Field bolted Leg extensions with 1/2" Stainless hardware to be embedded in concrete footings.

All welds are bevel joint, ground flush for a finished, clean look.

Isometric View

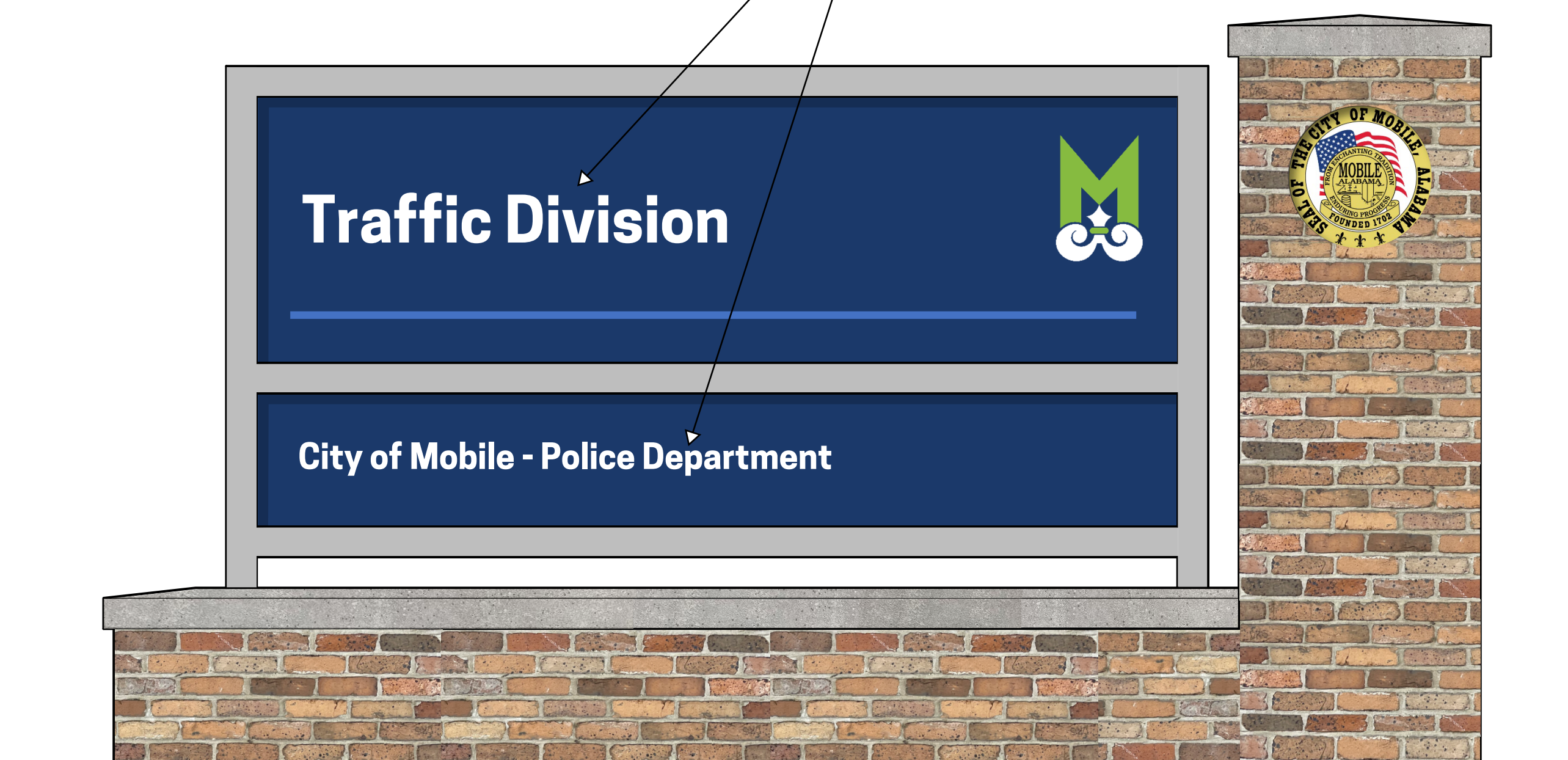


**2 SITE SIGN FRAME DETAIL**  
A1.2 NOT TO SCALE



**3 DETAIL**  
A1.2 3" = 1'-0"

NOTE: COORDINATE EXACT VERBIAGE IN SUBMITTAL



**1 RENDERING**  
A1.2 NOT TO SCALE

PROJECT: **MPD TRAFFIC SAFETY UNIT MONUMENT SIGN**

850 VIRGINIA STREET  
MOBILE, ALABAMA 36603  
COM Project No. PD-090-23

ISSUE DATE  
December 5, 2023

DRAWN BY  
D.Cordingly

Date	Description
12.05.2023	ISSUED FOR BID

DRAWING TITLE  
**MONUMENT SIGN DETAILS**

SHEET NUMBER

**A1.2**