



## REQUEST FOR BIDS

FOR

**BERKSHIRE APARTMENTS – SECURING OF STRUCTURES  
4021 SEABREEZE ROAD N.  
MOBILE, ALABAMA 36609**

**PROJECT NUMBER: MES-026-26**

**CITY OF MOBILE, ALABAMA  
MUNICIPAL ENFORCEMENT DEPARTMENT  
4851 MUSEUM DRIVE  
(P. O. Box 1827)  
MOBILE, ALABAMA 36633-1827  
PHONE: (251) 208-1540**

**(NOTE: REFERENCE PARCEL NUMBERS  
SEE SECTION 00300 – SCHEDULING BUILDINGS)  
R022808384001063.000  
R022808384001064.000  
R022808384004020.000  
R022808384001083.000**

**DATE: April 27, 2026**

**BID DATE: WEDNESDAY, May 6, 2026**

**Set Number \_\_\_\_\_**



## EXHIBIT A

### SCOPE OF WORK - INDEX

#### BERKSHIRE APARTMENTS – SECURING OF STRUCTURES

4021 SEABREEZE ROAD N., MOBILE, ALABAMA 36609

*(Reference Section 00300 for Schedule of Buildings)*

PROJECT NUMBER: MES-026-26

#### Scope of Work Includes:

**Bid Package – Consist of (24) Twenty-Four Two-Story Buildings, Office Building and Mailbox Stand to be secured: Swimming Pool to be drained.**

#### SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, and supervision necessary to properly secure, repair, and maintain the structure located at the above-referenced address. All work shall be completed in accordance with applicable codes and regulations.

#### 1. STRUCTURE SECURING

- Install **3/8” or higher polycarbonate panels** on all windows
  - All upper and lower levels shall be secure with the polycarbonate panels.
  - Field measure and cut the polycarbonate panels to properly fit opening.
  - Estimated number of Windows per building:
    - Sixteen (16) single hung windows; Ten (10) double hung windows.
    - Estimated total number of windows: six hundred and twenty-six (626)
  - Contractor shall field verify the total number of windows requiring securing.
  - Existing rear windows that are boarded with plywood shall remain. - *(Not In Scope)*
- Secure all existing front exterior doors and add padlocks.
  - All padlocks shall be provided and installed by the Contractor.
  - Estimated number of Front Doors: Ninety-six (96)
  - Estimated number of padlocks: Ninety-six (96)
  - Contractor shall field verify
- Provide and install missing Front Exterior Doors, including padlocks.
  - Provide exterior solid Hollow Meetal Door or approved equal
  - Estimated number of missing doors is five (5)
  - Contractor shall field verify all missing doors prior to bid.
- Install primed and painted wood panels on all rear exterior doors.
  - Estimated number of rear exterior doors: Ninety-six (96)
  - Contractor shall field verify number of doors

#### 2. EXTERIOR REPAIRS

- Replace all rotten or deteriorated fascia boards, as identified during field verification.
- Remove all damaged gutters and downspout, field verify
- Remove all building overhangs and columns.
  - Estimated number of overhang to be removed: Forty-eight (48)

- **Field verify missing columns.**
- **Patch and enclose all exposed areas where overhangs have been removed in the front elevation only, install 3/8" or greater treated plywood or approved materials.**

### **3. ROOF REPAIRS**

- Patch and seal all **roof openings, holes, and visible defects** to prevent water intrusion.
- All areas shall be field verified prior to repair.

### **4. SITE CLEARING AND DEBRIS REMOVAL**

- Remove all **vines, bushes, shrubs, trash, and debris** from the property.
- Cut all **grass and overgrown vegetation** across the entire lot.
- Remove all **fallen trees**, specifically at the rear of the property.
- Trim or remove **tree limbs and vegetation** in contact with or immediately adjacent to the structure.
- Dispose of all garbage, trash, and debris in accordance with local regulations.

### **5. CLEANING AND SURFACE PREPARATION**

- Pressure wash all building surfaces to remove dirt, mildew, and loose material.
- Prepare all previously painted surfaces for repainting, including scraping, sanding, and priming as required.

### **6. PAINTING**

- Paint **all building elevations** that have been previously painted. Number of buildings to be painted (Estimated fourteen (14) two stories' buildings and mailbox stand shall be painted.) All non-painted brick and vinyl sliding shall be pressure wash only. Field Verified
- Bids shall include in the scope of work a price to paint all elevations with Sherwin Williams-Super Paint, color white or match existing color as directed by the Municipal Enforcement Deputy Director. Paint and primer or approved equal. Contractor shall do minor prep and power wash to assure the paint will be adhered to existing dwelling.
- Ensure uniform coverage and professional finish.
- Contractors shall field verify all buildings to be painted and pressure wash.

### **7. MAINTENANCE REQUIREMENTS**

- Contractor shall maintain the property in a clean and secure condition throughout the duration of the project.

### **8. ENVIRONMENTAL COMPLIANCE**

- Implement and maintain **Best Management Practices (BMPs)** for erosion and sediment control in accordance with the Contract Documents.

### **9. FIELD VERIFICATION REQUIREMENT**

- The Contractor is responsible for verifying all quantities, conditions, and site conditions prior to execution of work. No additional compensation shall be provided for failure to properly field verify.

### **THE FOLLOWING ARE INCLUDED IN THE SCOPE OF WORK:**

- **SECTION: 00100 INVITATION TO BID**
- **SECTION: 00200 INSTRUCTIONS FOR BIDDERS**

- **SECTION: 00220 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**
- **SECTION: 00300 SCHEDULE OF BUILDINGS AND GENERAL NOTES**
- **SECTION: 00400 BID FORM**
  - A. SUBCONTRACTING AND MAJOR SUPPLIER PLAN**
  - B. DBE-UTILIZATION REPORT**
  - C. BID MAP AND SITE PLAN**
  - D. EXISTING PHOTOS**
- **EXHIBIT 1: E-VERIFY (Sample document)**
- **EXHIBIT 2: AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (Sample document)**
- **EXHIBIT 3: PERFORMANCE BOND; LABOR AND MATERIAL PAYMENT BOND**
- **EXHIBIT 4: CITY OF MOBILE INSURANCE AND ENDORSEMENT REQUIREMENTS**
- **EXHIBIT 5: APPLICATION AND CERTIFICATION FOR PAYMENT AND CONTINUATION SHEET G702 AND G703 (Sample documents)**
- **EXHIBIT 6: CERTIFICATE OF SUBSTANTIAL COMPLETION G704  
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS  
G706 (Sample document)  
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - G706 A  
(Sample document)  
CONSENT OF SURETY TO FINAL PAYMENT G707**

**END OF SCOPE OF WORK**



You are invited to submit a sealed bid for construction of the following facility:

**PROJECT NAME:           BERKSHIRE APARTMENTS – SECURING OF STRUCTURES**  
**PROJECT LOCATION:   4021 SEABREEZE ROAD N.**  
**MOBILE, ALABAMA 36609**  
**PROJECT NUMBERS:   MES-026-26**

1 BID DATE:

- A. Notice is hereby given that the City of Mobile will receive **Sealed Bids** for the above stated project on **Wednesday, May 6, 2026**, no later than **2:15 local time**. Bidder 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, Government Plaza, 9<sup>th</sup> Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602.
- B. All Bids not clocked in at the City Clerk’s Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. The same will be publicly opened and read at **2:30 PM local time in the Atrium Lobby of Government Plaza.**

2 SPECIFICATIONS AND DRAWINGS:

- A. Specifications and Drawings are on file and may be examined at the following location:
  - a. **City of Mobile, Municipal Enforcement Department, 4851 Museum Drive, Mobile Alabama 36608. Bidders must contact the Deputy Director at 251-208-1540, prior to coming to the building for documents review and or pick-up.**
- B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the City of Mobile nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. **Bidders that request documents be sent by mail or another delivery service shall provide the cost of delivery by separate check or money order, which cost is non-refundable, in addition to the cost of Bid Documents.**
  - a. Payment shall be made by check or money order to the City of Mobile. No cash or credit card payments will be accepted.
  - b. Only bidders who have registered with the Deputy Director may receive electronic (pdf) bid documents.
- D. Bidders are requested to pick-up Bid Documents from City of Mobile, Municipal Enforcement Department between the hours of 8:30 AM to 11:30 PM and 1:00 PM to 3:00 PM.
- E. Bidders receiving a minimum of one complete set of Bid Documents shall register with the Deputy Director.
- F. Addenda will be issued via e-mail to each bidder registered as having a complete set of Bid Documents and all Pre-Bid Conference attendees.
- G. Bidders requesting Section 3 Status and Certification, must be pre-qualified before submitting a bid (see <https://workwith.cityofmobile.org/Section3>).

- H. Subcontractors must be pre-qualified before submitting a bid (see <https://workwith.cityofmobile.org/Section3>).
- 3 BID SURETY: Required on Bids \$10,000.00 or more
- 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. Bid Bond must be signed or countersigned by a licensed resident agent of the State of Alabama.
  - C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.
  - D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.
- 4 SURETY QUALIFICATIONS:
- A. A Surety authorized to do business in the State of Alabama must issue Bonds.
  - B. If the Base Bid is \$50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- 5 IRREGULARITIES AND REJECTION:
- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.
- 6 BIDDER QUALIFICATIONS:
- A. Bids for Work costing **\$50,000** or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors **with the Classification Codes of (BC-Building Construction) or (D-Demolition)**. Note that if the contract amount is **\$15,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. Contractor should verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors before bidding.**
  - B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.
- 7 NON-RESIDENT CONTRACTORS:
- A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.
  - B. Nonresident Bidders shall, prior to entering into a Contract for Construction, furnish a certificate from the Secretary of State of Alabama showing that it is qualified to transact business in Alabama and shall be registered with Alabama Department of Revenue.
- 8 MANDATORY PRE-BID CONFERENCE:
- A. **A MANDATORY Pre-Bid Conference** shall be held on **Monday, April 27, 2026, 4021 Seabreeze Road N., Mobile, Alabama 36609** at **9:00 AM** local time. The conference will include a walkthrough of the site location.

- B. A representative of the contractor must be in attendance throughout the meeting, and sign-in in order to submit a bid for this project.
- C. Minutes of this conference will be made as an **Addendum** for the project.

9 BID SUBMITTAL:

- A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.
- B. Bid, with Bid Security, Sales Tax Form C-3A and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words **"SEALED BID FOR BERKSHIRE APARTMENTS – SECURING OF STRUCTURES, 4021 SEABREEZE ROAD N.; PROJECT NUMBER: MES-026-26."**
- C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.
- D. All Bids of **\$50,000** or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.
- E. Bids **totaling \$50,000.00 or more must have a General Contractor License with the Classification Codes of (BC-Building Construction) or (D-Demolition).**
- F. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, MAY 6, 2026.**
- G. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.
- H. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
- C. **Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.**

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

11 ADDITIONAL BIDDING PROCEDURES:

- A. Refer to the complete information in the Bid Documents prior to submitting a bid.
- B. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders - AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

12 STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

- A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and
- B. That it will attach to the contract the company's documentation of enrollment in E-Verify.
- C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

- A. By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

END OF SECTION 00100

**1. LICENSES:**

- A. City Business License and a City Demolition Contractors License is required:
- B. Contractors may obtain information on a Business License by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251/208-7461.
- C. Contractors may obtain information on a Demolition Contractor License by writing the Municipal Enforcement Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251-208-1540.
- D. A City of Mobile Business License is required and must be current when submitting a Bid, at contract execution and throughout contract period.

**2. ASSIGNMENT:**

No assignment of the Contract shall be made without written permission of the City of Mobile.

**3. EQUAL EMPLOYMENT OPPORTUNITY:**

Bidders and Contractors shall abide by Executive Order #11246 (30 F. R.12319-25) from the U. S. Department of Housing and Municipal Enforcement Department, which is available in the office of the Deputy Director of Municipal Enforcement Department. Certification of compliance with this requirement will automatically be made for all persons involved in the Work by the signature of the Contractor on the Proposal Form.

**4. ANTI-DISCRIMINATION:**

Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Contractors and subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Municipal Enforcement.

**5. NONDISCRIMINATION:**

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

B. The contractor will comply with Title VI of the Civil Right Act of 1964 (88-352). The Contractor shall insert a similar provision in all sub-agreements for services covered by this agreement.

**6. STARTING WORK AND LIQUIDATED DAMAGES:**

No Work shall be started and no materials ordered until the official written Notice to Proceed is sent to the Contractor by the Municipal Enforcement Deputy Director. The work shall be commenced within **ONE HUNDRED AND TWENTY (120)** calendar days from the date indicated by the Notice to Proceed. For each day in excess of the established completion date that the Work remains incomplete, the Contractor agrees to pay the Owner **\$250.00** Liquidated Damages for this delay.

**7. METHOD OF PAYMENT**

A. One payment, in full, will be made after the work is completed and all required close-out documents are accepted provided.

B. When the Municipal Enforcement Deputy Director determines that all requirements of the Contract have been satisfactorily completed, he will approve the Contractor's Request for Pay.

**8. SAFETY OF PERSONS AND PROPERTY:**

A. It shall be the Contractor's responsibility to comply with the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596.

B. All work performed on City of Mobile Projects shall be in conformance with the appropriate codes that are used in the City of Mobile.

C. Contractor shall be responsible for damage done to buried cables and other utilities by their equipment, and shall contact the following offices prior to Demolition and or Securing, for information on depth, etc., of utilities in the area:

BellSouth Telephone Co.	Phone 1-800-292-8525
Alabama Power Company	Phone 694-2113
Mobile Gas Service Corp.	Phone 476-2720
Mobile Water Service System	Phone 694-3165
Western Union	Phone 438-5651
Comcast Cable	Phone 476-2190
Mediacom	Phone 653-2400

D. Contractor will be responsible for all property and liability damages.

**9. IRREGULARITIES AND REJECTION:** The City of Mobile reserves the right to waive irregularities in the Bid and in quoting, and to reject any or all Bids.

**END OF SECTION**

**SECTION 00220**  
**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:**

- I. BIDDING DOCUMENTS:
  - A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the City of Mobile Municipal Enforcement as listed in the Invitation to Bid.
  - B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.
  
2. INTERPRETATION OF BID DOCUMENTS:
  - A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Deputy Director any errors, inconsistencies or ambiguities discovered.
  - B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Deputy Director by 3:00 PM at least three (3) calendar days prior to the date for receipt of Bids. E-mail requests are preferred and should be addressed to [gary.jackson@cityofmobile.gov](mailto:gary.jackson@cityofmobile.gov)
  - C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
  - D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.
  
3. BIDDING PROCEDURES:
  - A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.
  - B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
  - C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
  - D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
  - E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

- F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

- 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, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

- A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the **MANDATORY, Pre-Bid Conference**, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

- A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR THE CITY OF MOBILE, BERKSHIRE APARTMENTS – SECURING OF STRUCTURES, PROJECT NUMBER: MES-026-26**", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.
- C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.
- D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.

10. SIGNING OF CONTRACT:

- A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
  - (1). Performance Bond and Labor and Material Payment Bond (originals);
  - (2). Certificate of Insurance (original) with endorsements to City of Mobile;
  - (3). Evidence of enrollment in the E-Verify program.
  - (4). Other documentation as required by the Contract Documents.

- C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.
- D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

11. NONDISCRIMINATION:

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

12. AMERICANS WITH DISABILITIES ACT (ADA):

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

- A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

- A. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

15. ALABAMA IMMIGRATION ACT:

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

- A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

- A. A City of Mobile Contractor's Business License is required and must be current at time of contract award and throughout contract period.
- B. Contractor must qualify and post a **\$10,000 surety bond** with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration  
P.O. Box 1827  
Mobile, Alabama 36633-1827  
Phone: 251-208-7421

Revenue Department  
P.O. Box 1827  
Mobile, Alabama 36633-1827  
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

- A. A City of Mobile Building Permit is required and shall be obtained from the City of Mobile, but at **no cost to the Contractor**.
- B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

- A. The project shall be completed within **ONE HUNDRED AND TWENTY (120)** calendar days from the date indicated by the Notice to Proceed.
- B. The **Berkshire Apartments – Securing of Structures** will remain in use throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.
- C. Contractor shall have access to the Woodlawn Apartments sites as approved by the Owner, but typically **Monday through Friday from 8:00 A.M. to 4:00 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Deputy Director. After hours and weekend work will require prior approval of Municipal Enforcement Department and may require hiring of a guard at the contractor's expense.

- D. The Contractor may be allowed additional construction days due to inclement conditions (“rain days”) 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. The Contractor shall provide documentation and formally request any “rain days” they feel are legitimately due. Documentation shall be submitted to the Deputy Director, in writing, within ten (10) calendar days of the rain event.

20. SITE CONSIDERATIONS:

- A. It is the Contractor’s responsibility to carefully remove and store any items not permanently installed within the work areas. It is recommended that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.
- B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.
- C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.
- D. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

- A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a “Certificate of Exemption from Sales and Use Tax for Governmental Entities” on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
- B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at [www.bc.alabama.gov](http://www.bc.alabama.gov) .

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

- A. At each Application for Payment submitted to the owner, the Contractor shall provide completed “City of Mobile DBE Compliance, Utilization Reports” and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

- A. For Contracts \$50,000 or greater:  
Contractor shall provide proof of publication of Advertisement of Completion for four successive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement 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 **BERKSHIRE APARTMENTS – SECURING OF STRUCTURES; MES-026-26**, in Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Municipal Enforcement, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

- C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

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

25. LIQUIDATED DAMAGES

- A. 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 any required closeout documents are not acceptably submitted, for more than **THIRTY (30)** calendar days after the time specified for the Substantial Completion for 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.

**END OF SECTION**



**SECTION 00300**  
**SCHEDULE OF BUILDINGS**  
**(1) BID PACKAGE**

<b>NO.</b>	<b>BUILDING NUMBER</b>	<b>BUILDING ADDRESS</b> <i>(Addresses below are ALL UNITS)</i>	<b>PARCEL NUMBER</b>
<b>1</b>	(BUILDING 2)	359 A & B SEABREEZE ROAD E.	R022808384001063.000
	(BUILDING 2)	3980 A & B CRESTHAVEN ROAD	R022808384001063.000
<b>2</b>	(BUILDING 3)	355 A & B SEABREEZE ROAD E.	R022808384001063.000
	(BUILDING 3)	357 A & B SEABREEZE ROAD E.	R022808384001063.000
<b>3</b>	(BUILDING 4)	351 A & B SEABREEZE ROAD E.	R022808384001063.000
	(BUILDING 4)	353 A & B SEABREEZE ROAD E.	R022808384001063.000
<b>4</b>	(BUILDING 5)	4000 A & B SEABREEZE ROAD N.	R022808384001063.000
	(BUILDING 5)	4002 A & B SEABREEZE ROAD N.	R022808384001063.000
<b>5</b>	(BUILDING 6)	322 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 6)	4004 A & B SEABREEZE ROAD N.	R022808384001063.000
<b>6</b>	(BUILDING 7)	318 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 7)	320 A & B SEABREEZE CT.	R022808384001063.000
<b>7</b>	(BUILDING 8)	314 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 8)	316 A & B SEABREEZE CT.	R022808384001063.000
<b>8</b>	(BUILDING 9)	310 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 9)	312 A & B SEABREEZE CT.	R022808384001063.000
<b>9</b>	(BUILDING 10)	306 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 10)	308 A & B SEABREEZE CT.	R022808384001063.000
<b>10</b>	(BUILDING 11)	302 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 11)	304 A & B SEABREEZE CT.	R022808384001063.000
<b>11</b>	(BUILDING 12)	300 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 12)	301 A & B SEABREEZE CT.	R022808384001063.000
<b>12</b>	(BUILDING 13)	303 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 13)	305 A & B SEABREEZE CT.	R022808384001063.000
<b>13</b>	(BUILDING 14)	307 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 14)	309 A & B SEABREEZE CT.	R022808384001063.000
<b>14</b>	(BUILDING 15)	311 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 15)	313 A & B SEABREEZE CT.	R022808384001063.000
<b>15</b>	(BUILDING 16)	315 A & B SEABREEZE CT.	R022808384001063.000
	(BUILDING 16)	317 A & B SEABREEZE CT.	R022808384001063.000

**SECTION 00300**  
**SCHEDULE OF BUILDINGS**  
**(1) BID PACKAGE**

<b>NO.</b>	<b>BUILDING NUMBER</b>	<b>BUILDING ADDRESS</b> <i>(Addresses below are ALL UNITS)</i>	<b>PARCEL NUMBER</b>
<b>16</b>	(BUILDING 18)	4010 A & B SEABREEZE ROAD N.	<a href="#">R022808384001063.000</a>
	(BUILDING 18)	4012 A & B SEABREEZE ROAD N.	<a href="#">R022808384001063.000</a>
<b>17</b>	(BUILDING 19)	4014 A & B SEABREEZE ROAD N.	<a href="#">R022808384001063.000</a>
	(BUILDING 19)	4016 A & B SEABREEZE ROAD N.	<a href="#">R022808384001063.000</a>
	MAILBOX	SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
<b>18</b>	(BUILDING 20)	4015 A & B SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
	(BUILDING 20)	4017 A & B SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
<b>19</b>	(BUILDING 21)	4011 A & B SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
	(BUILDING 21)	4013 A & B SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
<b>20</b>	(BUILDING 22)	4007 A & B SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
	(BUILDING 22)	4009 A & B SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
<b>21</b>	(BUILDING 23)	4003 A & B SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
	(BUILDING 23)	4005 A & B SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
<b>22</b>	(BUILDING 24)	352 A & B SEABREEZE ROAD E.	<a href="#">R022808384001064.000</a>
	(BUILDING 24)	4001 A & B SEABREEZE ROAD N.	<a href="#">R022808384001064.000</a>
<b>23</b>	(BUILDING 25)	358 A & B SEABREEZE ROAD E.	<a href="#">R022808384001064.000</a>
	(BUILDING 25)	4004 A & B CRESTHAVEN ROAD	<a href="#">R022808384001064.000</a>
<b>24</b>	(BUILDING 26)	402 A & B SEABREEZE ROAD E.	<a href="#">R022808384004020.000</a>
	(BUILDING 26)	4005 A & B CRESTHAVEN ROAD	<a href="#">R022808384004020.000</a>
	OFFICE	4021 SEABREEZE ROAD N.	<a href="#">R022808384001083.000</a>
	SWIMMING POOL	4021 SEABREEZE ROAD N.	<a href="#">R022808384001083.000</a>

NOTES: PLEASE REFERENCE PARCEL NUMBERS FOR  
SECURING OF STRUCTURES

[R022808384001063.000](#)  
[R022808384001064.000](#)  
[R022808384004020.000](#)  
[R022808384001083.000](#)

**SECTION 00400**

**BID FORM**

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

**TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633**

**REF: PROJECT NAME: Berkshire Apartments – Securing of Structures**

**PROJECT LOCATION: 4021 Seabreeze Road N.  
Mobile, Alabama 36609**

**PROJECT NUMBER: MES-026-26**

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Municipal Enforcement dated **May 6, 2026**; and all Addendum (a) Number(s) \_\_\_\_\_, dated \_\_\_\_\_, 2026 (**CAUTION:** before submitting any bid it is the Bidder's responsibility to check with the Municipal Enforcement for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**ALABAMA GENERAL CONTRACTOR LICENSE NO.** \_\_\_\_\_

**CITY OF MOBILE BUSINESS LICENSE NO.** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO.** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA ACCOUNT NO.** \_\_\_\_\_

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one)  (A Corporation)  (A Partnership)  (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for thirty (30) days from the date of the Notice to Proceed.

- **Bid shall include all applicable sales and use taxes.**
- **Bid shall be provided in whole dollar amount with no cents.**

**Total Base Bid:** \$ \_\_\_\_\_  
(Fill in here and in Total Bid below)

**TOTAL BASE BID:** \_\_\_\_\_  
Amount in Words Dollars, (\$ \_\_\_\_\_ .00)  
(Amount in Figures)

**Unit Price – Exterior Solid Hollow Metal Door:** \_\_\_\_\_  
Amount in Words Dollars, (\$ \_\_\_\_\_ .00)  
(Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

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

**BID SECURITY:** The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

**AMERICANS WITH DISABILITIES ACT (ADA):** The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

**NONDISCRIMINATION:** A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

**SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until **THIRTY (30)** calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

**COMPANY**

**NAME:** \_\_\_\_\_  
(Printed or Typed)

**BY:** \_\_\_\_\_  
(Signature of Company Officer)

**COMPANY OFFICER:** \_\_\_\_\_  
(Printed or Typed)

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_, 2026  
(Printed or Typed)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2026

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

- Attachments: 1. Bid Security, with Power of Attorney  
2. Secretary of State Authorization (Out of state bidders only)

SUPPLIER DIVERSITY SUBCONTRACTING & MAJOR SUPPLIER PLAN FORM SHALL BE SUBMITTED AS A PART OF THIS BID FORM.

END OF BID FORM





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: Archonique.kidd@cityofmobile.org  
 251.208.7967  
 205 Government Street, 5<sup>th</sup> Floor

**FORM 1: Background and Plan**

**Section 1. 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

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

Section II. Subcontractors/Major Vendors Supplier Plan submitted by: FORM 1: Background and Plan (Cont'd)

Please Print Company / / Your Bid/Proposal Amount \$ Date: / / Description Name of Bidder/Proposer:

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

Table with 7 columns: Subcontractor or Major Supplier, Phone, Scope of Work to be performed, \$\$ Value to be Performed, % Of Your Bid Amount, DBE?, Official Verification Only





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. \_\_\_\_\_



**OFFICE OF SUPPLIER DIVERSITY  
CITY OF MOBILE**

Return to Office of Supplier Diversity  
Via email: [archnique.kidd@cityofmobile.org](mailto:archnique.kidd@cityofmobile.org)

or  
P.O. Box 1948  
Mobile, AL 36633

**DBE Compliance  
DBE UTILIZATION REPORT**

CONTRACTOR: \_\_\_\_\_ Certified DBE: YES NO Contract Start Date: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

This report is for the month of: JAN APR JULY OCT  
(CHECK ONE): FEB MAY AUG NOV  
MARCH JUNE SEPT DEC

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

**Instructions:** List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
<b>TOTALS</b>		\$	\$	\$	

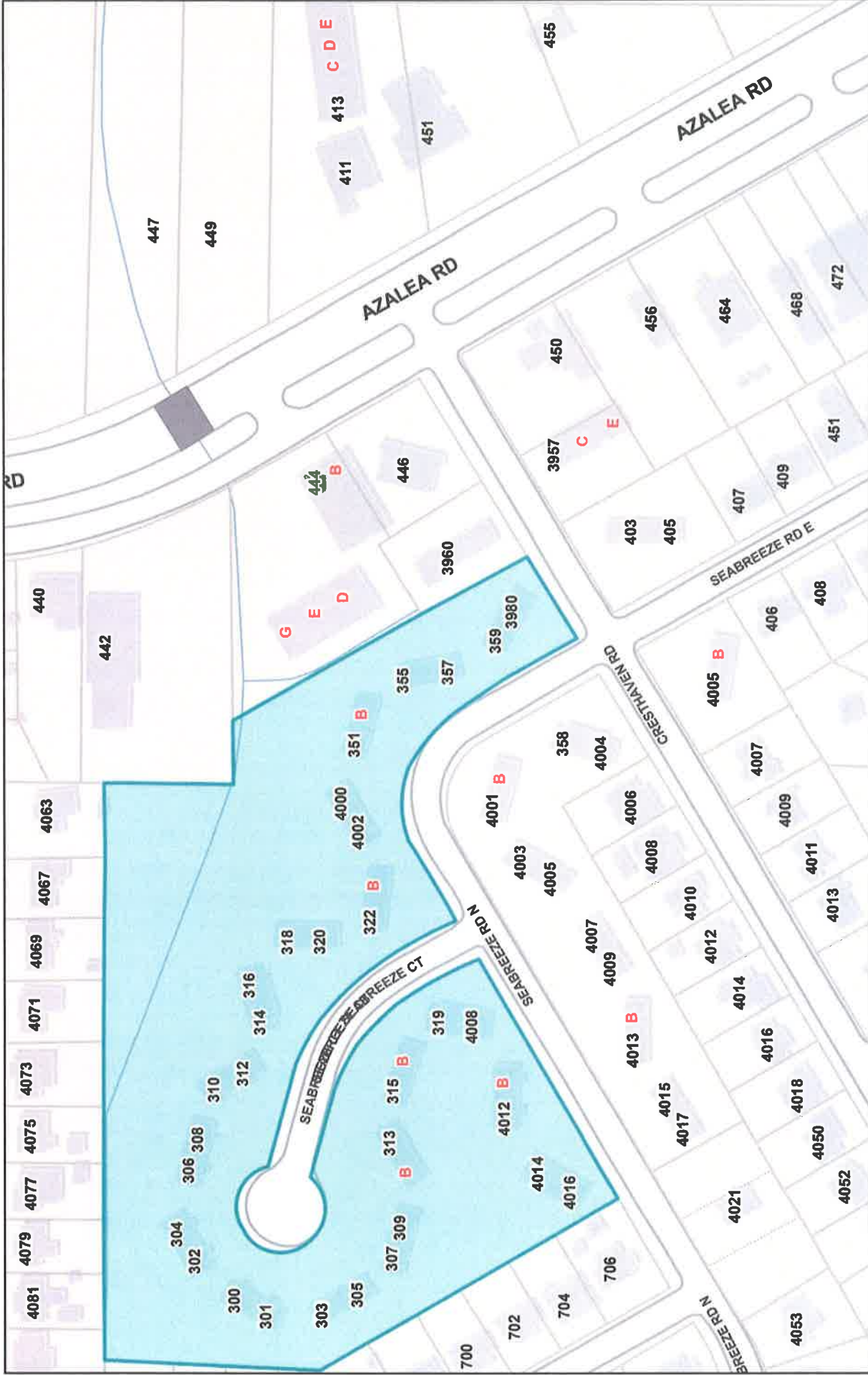
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)



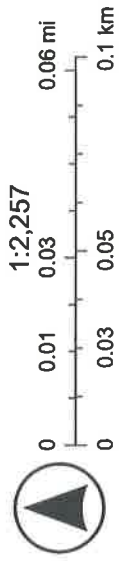
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Address

Parcel Details

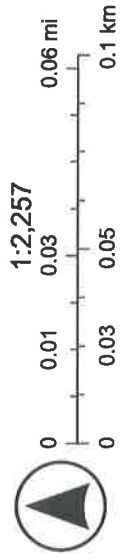


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4/2/2026, 11:33:01 AM

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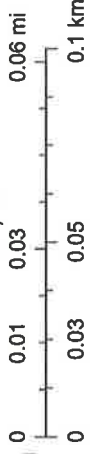
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Parcel Details

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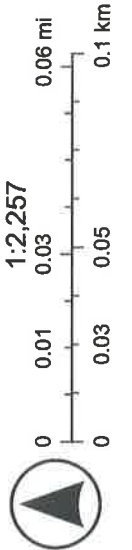
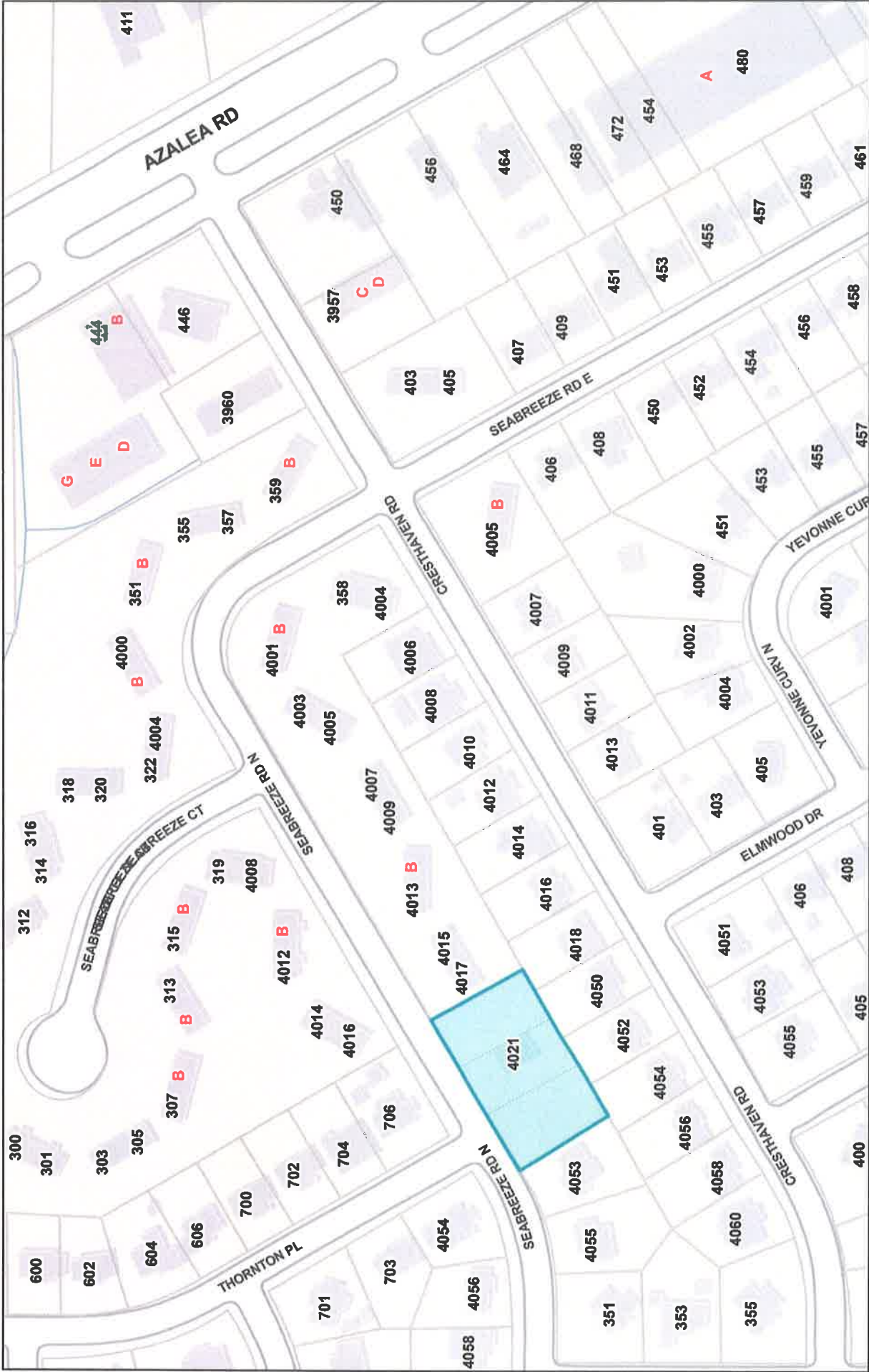


4/2/2026, 11:36:52 AM

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Parcel Details

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4/2/2026, 11:34:23 AM

Address

Parcel Details

**BUILDING 2      359 A&B SEABREEZE ROAD EAST - 3980 A&B CRESTHAVEN ROAD**



**BUILDING 3**

**355 A&B SEABREEZE ROAD EAST-357 A&B SEABREEZE ROAD EAST**



**BUILDING 4 351 A&B SEABREEZE ROAD EAST - 353 A&B SEABREEZE ROAD EAST**



BUILDING 5

4000 A&B SEABREEZE ROAD NORTH - 4002 A&B SEABREEZE ROAD NORTH



BUILDING 6

322 A&B SEABREEZE CT - 4004 A&B SEABREEZE ROAD NORTH



**BUILDING 7      318 A&B SEABREEZE COURT - 320 A&B SEABREEZE COURT**



**BUILDING 8**

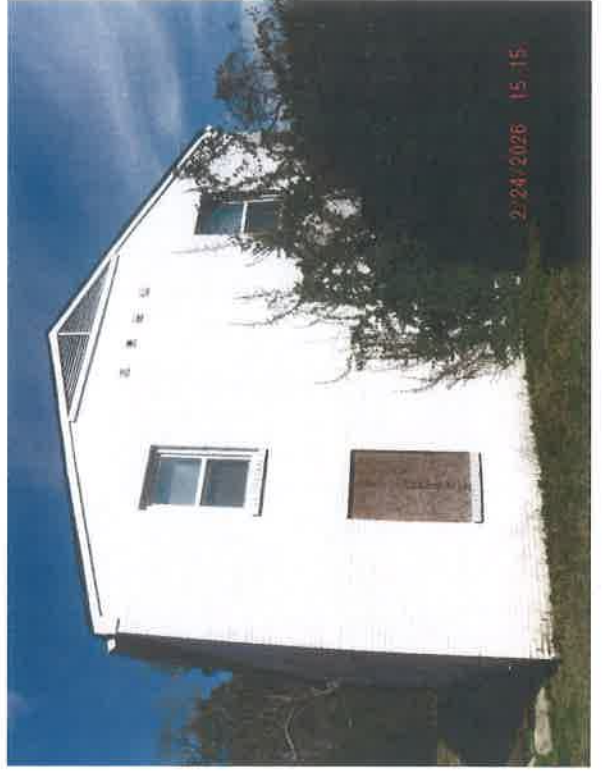
**314 A&B SEABREEZE COURT - 316 A&B SEABREEZE COURT**



**BUILDING 9      310 A&B SEABREEZE COURT - 312 A&B SEABREEZE COURT**



**BUILDING 10      306 A&B SEABREEZE COURT - 308 A&B SEABREEZE COURT**



**BUILDING 11      302 A&B SEABREEZE COURT - 304 A&B SEABREEZE COURT**



BUILDING 12

300 A&B SEABREEZE COURT - 301 A&B SEABREEZE COURT



**BUILDING 13      303 A&B SEABREEZE COURT - 305 A&B SEABREEZE COURT**



**BUILDING 14      307 A&B SEABREEZE COURT - 309 A&B SEABREEZE COURT**



BUILDING 15

311 A&B SEABREEZE COURT - 313 A&B SEABREEZE COURT



BUILDING 16

315 A&B SEABREEZE COURT - 317 A&B SEABREEZE COURT



BUILDING 18

4010 A&B SEABREEZE ROAD NORTH - 4012 A&B SEABREEZE ROAD NORTH



BUILDING 19

4014 A&B SEABREEZE ROAD NORTH - 4016 A&B SEABREEZE ROAD NORTH



Mailbox



Seabreeze Road North



BUILDING 20

4015 A&B SEABREEZE ROAD NORTH - 4017 A&B SEABREEZE ROAD NORTH



BUILDING 21

4011 A&B SEABREEZE ROAD NORTH - 4013 A&B SEABREEZE ROAD NORTH



BUILDING 22

4007 A&B SEABREEZE ROAD NORTH - 4009 A&B SEABREEZE ROAD NORTH



BUILDING 23

4003 A&B SEABREEZE ROAD NORTH - 4005 A&B SEABREEZE ROAD NORTH



**BUILDING 24**

**352 A&B SEABREEZE ROAD EAST - 4001 A&B SEABREEZE ROAD NORTH**



BUILDING 25

358 A&B SEABREEZE ROAD EAST - 4004 A&B CRESTHAVEN ROAD



BUILDING 26

402 A&B SEABREEZE ROAD EAST - 4005 A&B CRESTHAVEN ROAD



OFFICE AND SWIMMING POOL

4021 SEABREEZE ROAD NORTH



OFFICE AND SWIMMING POOL

4021 SEABREEZE ROAD NORTH





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	
<b>Information relating to your Company:</b>	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num.	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

**SAMPLE**



**AGREEMENT BETWEEN CITY OF MOBILE 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:**                    \_\_\_\_\_ [NAME dba BUSINESS NAME]  
   \_\_\_\_\_ [Street Address]  
   \_\_\_\_\_ [City, State Zip Code]

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

**For the following Project:**            **Nuisance Abatement - Securing of Structures**  
   \_\_\_\_\_ [Street Address]  
   \_\_\_\_\_ [City, State Zip Code]

**PROJECT NUMBERS: ME-\_\_\_\_\_ - \_\_\_\_\_**



## AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and [Contractor Legal Name], hereinafter referred to as "Contractor."

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

[if applicable] WHEREAS, the City issued \_\_\_\_\_ [Insert RFQ, RFP or bid package identification] on \_\_\_\_\_ [insert date]; and,

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

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

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

### I. CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of \_\_\_\_\_ [Contract Title] (the "Project"), in accordance with the Scope of Services and Quote Form made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

**PROJECT LOCATION:** \_\_\_\_\_ [STREET ADDRESS] located in Mobile, Alabama,  
**Total Contract sum amount is:** \_\_\_\_\_ [amount] Dollars and No Cents (\$ \_\_\_\_\_).

### II. TERM

- 2.1 The Work shall commence with permitting through Build-Mobile within three (3) business days of the date of a written Notice to Proceed. The Contractor shall deliver All Work, proof of Advertisement, Substantial Completion of the Work, Close-out documents and Invoices for completed Work within thirty (30) calendar days from the date of the written Notice to Proceed.

### **III. COMPENSATION AND PAYMENT**

- 3.1** The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$ \_\_\_\_\_ [Insert Contract Amount] for the entire Project in accordance with Exhibit A Scope of Services and Quote Form attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's \_\_\_\_\_ [department head].
- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- 3.3** The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

### **IV. METHOD OF PAYMENT**

- 4.1** The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's \_\_\_\_\_ [Department Head] indicating that services have been rendered in conformity with this Contract.
- 4.2** The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A, Scope of Services and Quote Form, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the \_\_\_\_\_ [Department Head] who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.
- 4.4** Contractor shall provide two (2) notarized original signature copies of invoices to the Municipal Enforcement Department upon successful completion of service, along with the submission of all required Close-Out Documents for review and approval. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703.

### **V. ADDITIONAL SERVICES**

- 5.1** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- 5.2** If the City's \_\_\_\_\_ [Department Head] requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to

accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

## **VI. CITY REPRESENTATIVE**

The City of Mobile Representative, authorized to act on the Owner's behalf with respect to the Project is \_\_\_\_\_, or the Director's designated representative.

## **VII. CONTRACTORS REPRESENTATIVE IN CHARGE**

Individual: \_\_\_\_\_  
Firm name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

## **VIII. GENERAL REQUIREMENTS**

- 8.1** The Work shall commence immediately upon execution by the City and the Contractor and shall continue through completion of the Project, in accordance with Exhibit B. Project Schedule attached hereto and incorporated herein.
- 8.2** 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 his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owners sole discretion.
- 8.3** This Agreement, including the Request for Quotes documents, is the final expression of the agreement between the parties and represents the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings, representations or Agreements, either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 8.4** 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 years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 8.5** 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 any close

out requirements are not acceptably submitted for more than **fifteen (15) 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.

**8.6** All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Deputy Director  
Municipal Enforcement Department  
Western Admin Complex  
4851 Museum Drive  
Mobile, AL 36608

Copy to: City Attorney  
City of Mobile Legal Department  
Post Office Box 1827  
Mobile, AL 36633-1827

To Contractor: \_\_\_\_\_ [Name dba Business Name]  
\_\_\_\_\_ [Street Address]  
\_\_\_\_\_ [City, State Zip Code]

**8.7** 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:

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.

**WORKER'S 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 Harbor Workers 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)
- \$1,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$1,000,000 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 \$1,000,000 per line of coverage.

### **CERTIFICATES OF INSURANCE**

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) 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 \$10,000 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.

## **POLLUTION LEGAL LIABILITY**

Contractor agrees to maintain Pollution Legal Liability limits of not less than \$1,000,000 Each Occurrence, \$1,000,000 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. Pollution Legal Liability coverage shall be without asbestos exclusion.

- 8.8** 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.
- 8.9** To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

This section of the Agreement will survive the expiration or termination of the Agreement.

- 8.10** 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 Mobile, Alabama.
- 8.11** Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.

**8.12** Contractor, in the performance of its operations and obligations hereunder, shall not be or 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.

#### **IX. BEST MANAGEMENT PRACTICE AND CERTIFICATIONS FOR DEMOLITION OF CONDEMNED STRUCTURES WITH LEAD-BASED PAINT:**

**9.1** The Contractor shall be responsible for providing, implementing and maintaining "Best Management Practices" (BMP's) for erosion and sediment control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the demolition/restoration period.

**9.2** A copy of this waste shipment record must be provided to the disposal site owner at the time the material is delivered. A copy of this waste shipment record, signed by the disposal site owner or operator must be included with application and certification for payment.

#### **X. TERMINATION OF CONTRACT**

The City retains the right to terminate the contract at its discretion which shall be effective upon giving notice to Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. Contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to Deputy Director, Municipal Enforcement Department, Western Administrative Complex, (WAC) 4851 Museum Drive, Mobile, Alabama 36608. 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.

#### **XI. PROOF OF ADVERTISEMENT OF COMPLETION**

(a) Contractor shall provide proof of publication of Notice of Completion in a local newspaper one (1) time, as required in the Title 39, Section 39-1-1, Subsection (g), of the Code of Alabama. Contractor shall also provide, at the same time notice be sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the Project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

**STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION**

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that, \_\_\_\_\_ [NAME dba BUSINESS NAME], has completed the contract for Nuisance Abatement-Demolition of Structures, Location of Address \_\_\_\_\_ [PROJECT ADDRESS]; ME- \_\_\_\_\_ - \_\_\_\_\_ [PROJECT NUMBER] in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Municipal Enforcement Department, Western Administrative Complex, 4851 Museum Drive, Mobile, Alabama 36608.

(c) Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.

**XII. NONDISCRIMINATION**

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

**XIII. CONTRACT DOCUMENTS**

The contract documents consist of this Agreement, Request for Quotes documents, the Contractor's Quote as accepted by the City, 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. An enumeration of the Contract Documents contained herein, other than a Modification, appears below:

1. Your Quote dated, \_\_\_\_\_
2. This Instrument (Agreement)
3. Certificate of Insurance forms with endorsement
4. E-Verify Documentation

**XIV. 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.

**XV. IMMIGRATION LAW**

By signing this Agreement, Contractor affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to

employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Contractor shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the E-Verify program.

#### **XVI. 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.

#### **XVII. ASSERTION OF RIGHTS**

Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

#### **XVIII. OPPORTUNITY TO CONSULT WITH COUNSEL**

CONTRACTOR acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONTRACTOR'S choosing in the review of this Agreement, that he, or she, has been advised by the CITY to do so, that CONTRACTOR is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONTRACTOR enters into this Agreement freely, without duress or coercion, and based on the CONTRACTOR'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONTRACTOR further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of this Agreement.

#### **XIX. ANTI-BOYCOTT**

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

#### **XX. AUTHORITY TO EXECUTE AGREEMENT**

Contractor's signatory below represents the s/he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

**XXI. NO THIRD-PARTY BENEFIT**

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

**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 fully 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.

**CONTRACTOR**

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

Printed Name and Title

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

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

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

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

\_\_\_\_\_  
Notary Public  
Print \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(Seal)

**CITY OF MOBILE**

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

Spiro N. Cheriogotis, Mayor

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

ATTEST:

\_\_\_\_\_  
City Clerk



# 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, Alabama 36633**, hereinafter called the Owner, in the penal sum of **AMOUNT** and 00/100 Dollars (\$000,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the \_\_\_\_ day of \_\_\_\_\_, 2025, entered into between the Principal and the City of Mobile to furnish all labor, material, equipment and insurance and perform all Work required to complete **Berkshire Apartments – Securing of Structures; MES-026-26**, 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 \_\_\_\_\_, 2026.

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

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

Owner's Representative: James Roberts, Senior Director  
Neighborhood Development  
P.O. Box 1827  
Mobile, Alabama 36633  
251-208-6291



## 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, NAME, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, Alabama 36633** (hereinafter called the "Obligee") in the penal sum \_\_\_\_\_ and 00/100 Dollars (\$000,000.00) 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 \_\_\_\_\_, 202\_\_, (hereinafter called the "Contract") to furnish all labor, material, equipment and insurance and perform all work required to complete **Berkshire Apartments – Securing of Structures; MES-026-26**, 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 \_\_\_\_\_, 2026.

**CONTRACTOR AS PRINCIPAL**

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

**SURETY**

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

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

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

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

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

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

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

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

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

Owner's Representative: James Roberts, Senior Director  
Neighborhood Development  
P.O. Box 1827  
Mobile, Alabama 36633  
251-208-6291



## EXHIBIT 4

### City of Mobile Insurance Requirements Contractor

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

A. Workers' Compensation/Employer's Liability:

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

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

B. Comprehensive General Liability Insurance:

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

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover 1;111 owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

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

## **CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE**

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

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

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

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

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

**Certificates of Insurance - General** - Within two (2) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile. Certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form along with this Endorsement Page requirements are attached for Contractor's reference.





**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

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

PROJECT:  
VIA ARCHITECT:

APPLICATION NO:  
PERIOD TO:

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR

PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

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

- 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 5c) \$ \_\_\_\_\_
- 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)

**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.)

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

ARCHITECT:  
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		
TOTALS		
NET CHANGES by Change Order		



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed certification is attached.

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		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
<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 G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(Name and address)</i>	<b>PROJECT NUMBER:</b> /	<b>OWNER:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input type="checkbox"/>
	<b>CONTRACT DATE:</b>	<b>CONTRACTOR:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i>	<b>TO CONTRACTOR:</b> <i>(Name and address)</i>	<b>FIELD:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

<b>Warranty</b>	<b>Date of Commencement</b>
-----------------	-----------------------------

_____	_____	_____
<b>ARCHITECT</b>	<b>BY</b>	<b>DATE OF ISSUANCE</b>

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective: \$0.00**

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

_____	_____	_____
<b>CONTRACTOR</b>	<b>BY</b>	<b>DATE</b>

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

_____	_____	_____
<b>OWNER</b>	<b>BY</b>	<b>DATE</b>

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*





**AIA**<sup>®</sup>

# Document G706™ – 1994

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

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

**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<sup>™</sup> – 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® Document G707™ – 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)*

