

**CITY OF SPANISH FORT
CITY COUNCIL MEETING
AGENDA**

Regular Meeting
March 17, 2025
Spanish Fort Community Center
6:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS

Work Session March 3, 2025
Regular Meeting March 3, 2025

- VI. REPORTS OF COMMITTEES AND OFFICERS
- VII. PUBLIC PARTICIPATION
- VIII. ANNOUNCEMENTS

The Spanish Fort Public Library and USA Health are hosting a Safety Day at the Spanish Fort Community Center. The event will be held on April 5, 2025, from 1:00 p.m. to 4:00 p.m. The event will be free, and there will be a number of vendors and presentations on health and safety topics, including car seat safety checks; pediatric mental health; children's safety; free cardiac screening for kids; boating and lifejacket safety; an ambulance, police and fire vehicles for tours; and lots more.

The Spanish Fort Junior City Council will be hosting the annual Jimmy Faulkner Drive cleanup on March 22, 2025, from 9:00 a.m. to 12:00 p.m. Those interested in participating should meet by the Competition Gym at Spanish Fort High School at 9:00 a.m. to sign in, and participants will be given gloves, trash bags, and safety vests, along with an assigned clean-up location. To reach the sign in location, enter Plaza De Toros Drive; follow the drive to the stop sign; turn left at the stop sign; then take the next immediate left before parking in the gym parking lot.

Loyalty Park, the City of Spanish Fort's new dog park, will have a grand opening ceremony on Wednesday, March 26, 2026, at 4:00 p.m. We invite all to attend and celebrate this new park dedicated to recreation for our four-legged canines.

On Sunday, April 13, 2025, the Mobile Pops Band will be performing a free concert at the Spanish Fort Community Center at 6:00 p.m. Bring your tailgate chairs and enjoy Pops by the Pond!

On Saturday, April 19, 2025, the City of Spanish Fort will partner with former Alabama and NFL football player Wallace Gilberry to present an Easter egg hunt at Integrity Park. The public is invited to begin arriving at noon. Pictures with the Easter Bunny begin at 12:30, and the Easter egg hunt will occur at 2:00 p.m. There will be a youth football camp at 3:00 for children ages 7-14, and there will be a 3 on 3 basketball tournament beginning at 4:00 p.m. for youth between the ages of 10 and 14. There will be free food, prizes and drinks, along with over 10,000 Easter eggs and some special guests to present some football tips to the kids!

IX. OLD BUSINESS

X. NEW BUSINESS

Promotion of Fire Department Personnel

Announcement of Cooperative Improvement District Board Member

Ordinance No. 701-2025-----An Ordinance Authorizing the Issuance of a \$2,000,000
City of Spanish Fort General Obligation Warrant, 2025

Resolution No. 1484-2025-----A Resolution Authorizing the Mayor to Enter into a
Contract for Services between the City of Spanish
Fort, Alabama, and the Spanish Fort Sports
Association

Resolution No. 1485-2025----A Resolution Disposing of Surplus Property

Resolution No. 1486-2025----A Resolution Authorizing the Mayor to Enter into an
Agreement with Sunset Contracting, Inc. for Repairs at
Marcella Avenue

Resolution No. 1487-2025----A Resolution Authorizing the Mayor to Enter into an
Agreement with Alabama Pipe & Supply for the
Provision of Pipe for Drainage Repairs at Marcella
Avenue

Resolution No. 1488-2025----A Resolution Authorizing the Mayor to Enter into an
Agreement with VITALExam, LLC, to Provide
Professional Consulting and Related Services for
Firefighter Examinations

Resolution No. 1489-2025----A Resolution Authorizing the Mayor to Enter into an
Agreement with Sunbelt Fire for the Purchase of an E-
ONE Custom Pumper

Resolution No. 1490-2025----A Resolution Awarding the Bid for the Spanish Fort
Estates Sidewalks Phase I

Resolution No. 1491-2025----A Resolution Accepting Certain Streets for
Maintenance

Resolution No. 1492-2025----A Resolution Appointing a Member to the Board of
Directors for the Cooperative Improvement District
of the City of Spanish Fort – Highway 181 Public
Facilities

Resolution No. 1493-2025---- A Resolution Appointing a Member to the Board of
Directors for the Cooperative Improvement District
of the City of Spanish Fort – Highway 98 Public
Facilities

XI. ADJOURN TO NEXT MEETING

Work Session and Regular Meeting, April 7, 2025

Spanish Fort City Council

Minutes, Work Session, Monday, March 3, 2025

The City Council of the City of Spanish Fort, Alabama, met March 3, 2025, at 4:01 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council discussed general municipal business.

City Attorney David Conner made a recommendation that the City Council go into executive session in accordance with the Alabama Open Meetings Act to discuss the general reputation and character of certain individuals and, subject to the limitations set out therein, to discuss the job performance of certain public employees; to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated, or imminently likely to be litigated if the governmental body pursues a proposed course of action; and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. Mr. Conner made an oral declaration that the exceptions under the Open Meetings Act are applicable to the planned discussion. A motion was made by Councilmember Perry and seconded by Councilmember Smith to go into executive session at 5:28 p.m. to discuss the aforementioned matters. Mayor McMillan called for the polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan announced that the executive session would last approximately thirty minutes and that the Work Session would resume upon the conclusion of the executive session.

The Council reconvened at 5:59 p.m.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:59 p.m.

Approved this _____ day of March, 2025.

Rebecca A. Gaines, CMC
City Clerk

**Spanish Fort City Council
Minutes, Regular Meeting, March 3, 2025**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, March 3, 2025, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the meeting proceeded.

INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney David Conner led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of February 17, 2025, were distributed to each member, and Mayor McMillan called for any corrections. Mayor McMillan declared the minutes approved as submitted.

REPORTS OF COMMITTEES AND OFFICERS

Police Chief Barber reported that Spanish Fort Police Department will be holding its second annual Citizens Police Academy beginning in April. The Citizens Police Academy is a civilian training program established to provide members of the community with a better understanding of the Spanish Fort Police Department. The Program will meet every Tuesday night from 6:00 and 8:00 p.m., starting on April 15, 2025, and ending on May 13, 2025. The deadline to submit your interest in attending is March 20, 2025. If interested, please get in touch with Officer Tomasek at Atomasek@spanishfortal.gov or call 251-626-4914.

Councilmember Gustafson reported that the Junior City Council will be hosting the annual Jimmy Faulker Drive Cleanup on March 22, 2025. Staging will be at Spanish Fort High School.

PUBLIC PARTICIPATION

There was none.

ANNOUNCEMENTS

The Spanish Fort Community Center, Spanish Fort Public Library and the Spanish Fort Senior Center will be closed on Tuesday, March 4, 2025, to celebrate Mardi Gras 2025.

The Spanish Fort Public Library and USA Health are hosting a Safety Day at the Spanish Fort Community Center. The event will be held on April 5, 2025, from 1:00 p.m. to 4:00 p.m. The event will be free, and there will be a number of vendors and presentations on health and safety topics, including car seat safety checks; pediatric mental health; children's safety; free cardiac screening for kids; boating and lifejacket safety; an ambulance, police and fire vehicles for tours; and lots more.

Loyalty Park, the City of Spanish Fort's new dog park, will have a grand opening ceremony on Wednesday, March 26, 2026, at 4:00 p.m. We invite all to attend and celebrate this new park dedicated to recreation for our four-legged canines.

On Sunday, April 13, 2025, the Mobile Pops Band will be performing a free concert at the Spanish Fort Community Center at 6:00 p.m. Bring your tailgate chairs and enjoy Pops by the Pond!

OLD BUSINESS

There was none.

NEW BUSINESS

Ordinance No. 699-2025

Mayor McMillan presented Ordinance No. 699-2025, an ordinance amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Described as Lot 6-D Eastern Shore Centre, Phase Four, Spanish Fort, Alabama, from B-3 to B-5. Discussion followed. Mayor McMillan opened the public hearing. There were no speakers. Mayor McMillan closed the public hearing. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Perry to adopt Ordinance No. 699-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 700-2025

Mayor McMillan presented Ordinance No. 700-2025, an ordinance Establishing Rules and Regulations for Loyalty Park in the City of Spanish Fort, Alabama. Discussion followed.

A motion was made by Councilmember Gustafson and seconded by Councilmember Perry to suspend the rules to allow for immediate consideration of Ordinance No. 700-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the rules suspended to allow for immediate consideration of Ordinance No. 700-2025.

A motion was made by Councilmember Smith and seconded by Councilmember Smith to adopt Ordinance No. 700-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Resolution No. 1483-2025

Mayor McMillan introduced Resolution No. 1483-2025, a resolution authorizing the Mayor to execute a contract with VirTra, Inc., for the purchase and installation of a training simulator for the City of Spanish Fort Police Department. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Gustafson to adopt Resolution No. 1483-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Resolution No. 1484-2025

Mayor McMillan introduced Resolution No. 1484-2025, a resolution authorizing the Mayor to enter into a contract for services between the City of Spanish Fort, Alabama, and the Spanish Fort Sports Association. Discussion followed.

Resolution No. 1485-2025

Mayor McMillan introduced Resolution No. 1485-2025, a resolution disposing of surplus property. Discussion followed.

Resolution No. 1486-2025

Mayor McMillan introduced Resolution No. 1486-2025, a resolution authorizing the Mayor to enter into an agreement with Sunset Contracting, Inc., for repairs at Marcella Avenue. Discussion followed.

Resolution No. 1487-2025

Mayor McMillan introduced Resolution No. 1487-2025, a resolution authorizing the Mayor to enter into an agreement with Alabama Pipe & Supply for the provision of pipe for drainage repairs at Marcella Avenue. Discussion followed.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:21 p.m.

Approved this ____ day of March, 2025.

Rebecca A. Gaines
City Clerk.

ORDINANCE NO: 701-2025

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A \$2,000,000 CITY OF SPANISH FORT, ALABAMA GENERAL OBLIGATION WARRANT, 2025

BE IT ORDAINED by the City Council (the "Council") of the City of Spanish Fort, Alabama (the "City"), as follows:

Section 1. Findings. Having made due and proper investigation of the matters hereinafter referred to, the Council has ascertained and does hereby find and declare that the following facts are true and correct:

- (a) In order to provide financing for the acquisition of an E-One Typhoon Q#97545 Fire Truck and the acquisition of certain real property by the City (the "Acquisitions"), it is necessary that the City borrow the sum of \$2,000,000;
- (b) In order to obtain such funds, it is necessary, advisable and in the interest of the public that the City borrow such funds from United Bank, a Alabama Bank Corporation, and to issue the Warrant hereinafter authorized as evidence of its obligation to such Bank; and
- (c) In order to provide for certain terms and conditions with respect to the loan evidenced by such Warrant, it is necessary, advisable and in the interest of the public that the City enter into a Financing Agreement with United Bank (the "Financing Agreement").

Section 2. Authorization of Warrant. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama 1975, as amended, and for the purpose of providing the funds necessary to finance the Acquisitions, to pay the costs of issuance thereof, and for no other purpose, there is hereby authorized to be issued by the City its \$2,000,000 General Obligation Warrant, 2025 (the "Warrant"). The Warrant shall be dated the date of its delivery and shall contain and be subject to the terms and conditions set forth in the form of Warrant attached hereto as Exhibit A and made a part hereof.

Section 3. Source of Payment; Security. The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the City for payment of the principal of and the interest on which the full faith and credit of the City are hereby irrevocably pledged. The City further agrees that, so long as the Warrant remains outstanding and any portion thereof remains unpaid, and to the full extent of the City's power to do so under the constitution and laws of the State of Alabama, the City will continue to collect and enforce taxes to the extent necessary to pay the principal of and interest on the Warrant.

Section 4. Creation of Warrant Fund. There is hereby created a special trust fund of the City, the full name of which shall be "City of Spanish Fort, Alabama Warrant Fund, 2025." United Bank shall be and remain the depository for the Warrant Fund. The monies in the Warrant Fund shall be used to pay the principal of and interest on the Warrant as the same shall become due and payable. There shall be paid into the Warrant Fund, on or before the last business day preceding any date on which a payment of principal of or interest on the Warrant is due, an amount which, when added to the amount then on deposit therein, will equal the principal of (if any) and interest on the Warrant coming due on such payment date.

t coming due on such payment date.

All monies on deposit in the Warrant Fund shall be used for payment of the principal of and interest coming due on the Warrant.

The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. The depository for the Warrant Fund shall at all times keep the monies on deposit with it in the Warrant Fund continuously secured for the benefit of the City and the Holder of the Warrant.

Section 5. Covenant as to Tax-Exempt Obligation. The City acknowledges and agrees that the Warrant is to be issued in compliance with the conditions necessary for the interest income thereon to be exempt from federal income taxation pursuant to the relevant provisions of the Code and covenants and agrees that it will not in any way cause or permit the proceeds of the Warrant to be used in a manner which would cause the interest on the Warrant to lose the exemption from federal income taxation as provided under the Code and the applicable regulations thereunder and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions affecting tax exemption) to the extent necessary for interest on the Warrant to be excludable from gross income of the holders thereof.

Upon the occurrence of a Determination of Taxability, as hereinafter defined, the City shall promptly notify the Holder of the Warrant and shall make all payments required by the terms of the Warrant. As used herein, the term “Determination of Taxability” shall mean a determination that, as a result of any action or failure to act on the part of the City, the interest income on the Warrant is includable in gross income of the recipient thereof for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

- (a) The date on which the City determines that the interest income on the Warrant is includable in gross income for federal income tax purposes by filing with the Warrantholder a statement to that effect;
- (b) The date on which the City or any Warrantholder shall be advised by private ruling, technical advice or any other written communication from an authorized official of the Internal Revenue Service that, based upon any filings by the City, or upon any review or audit of the City, or upon any other grounds whatsoever, the interest income on the Warrant is includable in gross income for federal income tax purposes;
- (c) The date on which the City shall receive notice from the Warrantholder in writing that the Warrantholder has been advised (i) by any Warrantholder that the Internal Revenue Service has notified such Warrantholder that it has determined that the interest income on the Warrant is includable in gross income for federal income tax purposes or (ii) by any authorized official of the Internal Revenue Service that the interest income on the Warrant is includable in gross income for federal income tax purposes; or
- (d) The date on which the City shall receive notice from the Warrantholder that such Warrantholder has become aware of facts that cause such Warrantholder to determine in good faith that the interest income on the Warrant is includable in gross income for federal income tax purposes;

provided, that no Determination of Taxability shall be deemed to have occurred: (1) as a result of a determination by the City pursuant to the preceding clause (a) unless supported by a written opinion of Bond Counsel acceptable to the Warrantholder and the City that the interest income on the Warrant is includable in gross income for federal income tax purposes; (2) as a result of the event described in the preceding clause (d) if within twenty (20) days after the City has received notice of the event described in said clause (d) the City shall deliver to the Warrantholder giving such notice an opinion of Bond Counsel acceptable to the Warrantholder that the interest income on the Warrant is not so includable; or (3) as a result of the events described in either of the preceding clauses (b) and (c) unless and until (A) the City has been afforded a reasonable opportunity, at its expense, to contest such a determination either through its own action (if permitted by law) or by or on behalf of the Warrantholder and (B) all such contests, if made, have been abandoned by the City or have been finally determined by a court of competent jurisdiction from which no further appeal exists.

Section 6. Authorization of Financing Agreement. The execution and delivery by the City of the Financing Agreement between the City and United Bank is hereby authorized. The Financing Agreement shall be in substantially the form presented at the meeting at which this Ordinance is adopted, a copy of which is attached hereto as Exhibit “B”, with such changes as shall be satisfactory to United Bank and approved by the Mayor, which approval shall be conclusively evidenced by the Mayor’s execution of such Financing Agreement.

Section 7. Authorization. The Mayor and Clerk of the City are hereby authorized and directed to execute and deliver the Warrant and the Financing Agreement to United Bank, together

with such other instruments, directions, notices, consents or other documents as shall be necessary or desirable to consummate the transactions contemplated thereunder.

Section 8. Contractual Provisions. The provisions of this Ordinance shall constitute a contract between the City and the Holder of the Warrant. Upon payment in full of the principal of and interest on the Warrant, the obligations of the City hereunder and under the Financing Agreement shall cease.

Section 9. Severability. The various provisions of this Ordinance are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

Section 10. Effective Date. This Ordinance shall become effective immediately upon its adoption or otherwise as shall be required by State law.

The Mayor thereupon announced that the motion for the adoption of said Ordinance had been carried.

* * * * *

There being no further business to come before the meeting the same was, on motion duly made and adopted, adjourned.

By: _____
Michael M. McMillan
Its Mayor

ATTEST:

By: _____
Rebecca A. Gaines
Its City Clerk

EXHIBIT A

FORM OF WARRANT

UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF SPANISH FORT, ALABAMA
GENERAL OBLIGATION WARRANT, 2023

The CITY OF SPANISH FORT, ALABAMA, a municipal corporation under the laws of the State of Alabama (the "City"), for value received, hereby acknowledges that it is indebted in the principal sum of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) and hereby directs its Clerk to pay (but solely out of the Warrant Fund referred to below) such principal sum to UNITED BANK, or registered assigns, and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof until such principal sum shall become due and payable at the rate of 3.85% per annum, calculated on the basis of a 360 day year and 12 consecutive 30 day months and payable on the fifteenth day of each month. The principal hereof and any accrued interest shall be paid in equal monthly installments for a term of ten years commencing on June 15, 2025, and continuing until May 15, 2035; provided however that the final installment due May 15, 2035, shall in any event be an amount equal to the unpaid principal hereof and interest accrued hereon. See attached payment schedule. The proceeds hereof shall be drawn as needed for acquisition in accordance with a Warrant Financing Agreement, as hereinafter described. The principal of and interest on the Warrant shall be in equal monthly installments, each in the amount of _____, on the 15th day of each month, commencing on June 15, 2025, and continuing until May 15, 2035; provided, however, that the final installment, due May 15, 2035, shall in any event be in an amount equal to the entire unpaid principal hereof and interest accrued hereon. **This appears to be similar to what you added above David.**

Upon the occurrence of a Determination of Taxability (as defined in the Warrant Ordinance hereinafter described), interest hereon shall accrue at the Taxable Rate (as hereinafter defined), commencing with the payment immediately following receipt by the Holder hereof of notice of such occurrence. In addition, within ten (10) days following any Determination of Taxability, the City shall pay to the Holder hereof (without regard to whether such Holder shall have previously been the Holder) (1) an amount equal to the difference between (a) the interest paid hereon from the date from which interest hereon became includable in gross income of the Holder to the date of the Determination of Taxability, and (b) the amount of interest which would have been payable hereon if this Warrant had borne interest at the Taxable Rate during that same period, plus (2) an amount equal to any interest, penalties and additions to tax suffered by the Holder. As used herein, the "Taxable Rate" shall mean the per annum rate derived by dividing (x) the rate borne hereby (3.85%) by (y) 1 minus the maximum federal corporate income tax rate as of the date of the Determination of Taxability.

The principal and interest so payable, and punctually paid or duly provided for on any payment date will, as provided in the ordinance adopted by the City Council of the City on ____1____, 202__, (the "Warrant Ordinance"), be paid to the person in whose name this Warrant is registered at the close of business on the last business day prior to such payment date.

Pursuant to the Warrant Ordinance, the City has established a special fund for the payment of debt service on the Warrants (the "Warrant Fund") that will be held by United Bank, as depository. The City has obligated itself to pay or cause to be paid into the Warrant Fund from the taxes, revenues or other funds of the City sums sufficient to provide for the payment of debt service on the Warrants as the same becomes due and payable.

Payment of principal of or interest on this Warrant due on each payment date shall be made by check or draft mailed by the City to the person entitled thereto at its address appearing in the warrant register maintained with respect to the Warrants. Such payments of principal and interest shall be credited on the date received by the holder hereof but shall be deemed timely made if so mailed on the payment date or, if such payment date is not a date on which banks are open for business, on the next such day next following such payment date. Payment of the final installment of principal of and interest on this Warrant shall be made only upon surrender of this Warrant to the City. All such payments shall be made in such coin or currency of the United States of America as at the time of payment as legal tender for the payment of public and private debts.

The indebtedness evidenced and ordered paid by this Warrant is a general obligation of the City, for the payment of the principal of and interest on which the full faith and credit of the City have been irrevocably pledged. The City hereby covenants and agrees that so long as this Warrant is outstanding it will levy and collect such taxes as are permitted under the Constitution and laws of the State of Alabama to the extent necessary to pay the principal hereof and interest hereon.

This Warrant is subject to redemption at the option of the City, in whole or in part, upon written notice delivered to the Holder not less than ten (10) days prior to the date of redemption, at a redemption price equal to the principal amount to be redeemed plus the interest accrued thereon to the date of redemption, plus, in the case of any redemption prior to the third anniversary of the date hereof.

This Warrant is nonnegotiable and is transferable only by a transfer duly executed by the person in whose name this Warrant is registered on the registry books of the Clerk of the City. Each Holder hereof, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that this Warrant may be transferred only in accordance with the provisions hereof. Without limiting the generality of the foregoing, each Holder hereof takes this Warrant subject to any prepayments and to the terms of that certain Financing Agreement, dated ____ ____, 202____, between the City and United Bank.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description; that this Warrant has been registered in the manner provided in the Warrant Ordinance; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to the issuance of this Warrant exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness incurred by the City, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the City has caused this Warrant to be executed in its behalf by its Mayor and by the City Clerk and has caused the seal of the City to be impressed hereon, and has caused this Warrant to be dated _____.

CITY OF SPANISH FORT, ALABAMA

(SEAL)

By: _____
Mayor

Attest:

City Clerk

REGISTRATION AS CLAIM AGAINST WARRANT FUND

Date of Registration: _____

I hereby certify that this Warrant has been registered by me as a claim against the Warrant Fund referred to in this Warrant.

Treasurer, City of Spanish Fort, Alabama
FORM OF ASSIGNMENT

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within-mentioned City.

Dated this ____ day of _____, _____.

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guarantee:

(Bank, Trust Company or Fund)

By: _____
(Authorized Officer)

EXHIBIT B

Form of Financing Agreement

FINANCING AGREEMENT

Between

CITY OF SPANISH FORT, ALABAMA

and

UNITED BANK

FINANCING AGREEMENT

THIS FINANCING AGREEMENT dated 5_____, entered into by the CITY OF SPANISH FORT, ALABAMA, a municipal corporation under the laws of the State of Alabama (the “City”), and UNITED BANK, an Alabama bankcorporation (the “Lender”).

Recitals

Simultaneously with the execution and delivery of this Agreement, the City has issued its \$2,000,000 General Obligation Warrant, 2025 (the "Warrant"). The proceeds of the Warrant will be used to finance the acquisition of an E-One Typhoon Q#97545 Fire Truck and the acquisition of certain real property by the City (the “Acquisitions”), and it is necessary that the City borrow the sum of \$2,000,000 (the “Acquisitions”). Pursuant to this Agreement, the Lender has agreed to make a loan (the “Loan”) to the City in the amount of \$2,000,000 to provide the financing described above. The City’s obligation to repay the Loan will be evidenced by the Warrant.

The terms of the Warrant are described in the City’s ordinance adopted by Mayor and City Council of the City on _____, 20____, authorizing the issuance of the Warrant (the “Ordinance”) and in the form of Warrant attached as Exhibit A to the Ordinance.

In order to provide for the issuance of the Warrant, for certain representations and covenants on the part of the City and the Lender and for the other purposes set forth herein, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

Section 1. Agreement to Make the Loan

Upon the terms and conditions in the Ordinance, the Lender hereby agrees to lend to the City, and the City hereby agrees to borrow from the Lender, \$2,000,000. The City’s obligation to repay the Loan shall be evidenced by the Warrant in the principal amount of \$2,000,000. The Warrant shall bear interest at the rate per annum and shall be payable on the dates indicated in the form of the Warrant. Principal of the Warrant shall be payable as described in the form of the Warrant.

The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the City for payment of the principal of and the interest on which the full faith and credit of the City are hereby irrevocably pledged. So long as the Warrant remains outstanding and any portion thereof remains unpaid, and to the full extent of the City’s power to do so under the constitution and laws of the State of Alabama, the City further agrees that it will continue to collect and enforce taxes to the extent necessary to pay the principal of and interest on the Warrant.

Section 2. Representations and Warranties

(a) Representations and Warranties by the City. The City hereby represents and warrants to the Lender as follows:

(1) The City is a municipal corporation duly organized and existing under the general laws of the State of Alabama, with full power to accept the Loan, to enter into this Financing Agreement and to issue the Warrant.

(2) The City has duly adopted the Ordinance and has thereby authorized the acceptance of the Loan, the execution and delivery of this Financing Agreement and the issuance of the Warrant. This Financing Agreement constitutes, and when issued and delivered the Warrant will constitute, the legal, valid and binding obligations of the City enforceable against it in accordance with the terms of each such instrument, except as enforcement thereof may be limited by (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights and (ii) general principles of equity, including the exercise of judicial discretion in appropriate cases.

(3) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City to (i) restrain or enjoin the issuance of the Warrant or the execution and delivery by the City of this Financing Agreement, or (ii) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial position of the City.

(4) The financial statements provided to the Lender by the City are complete and correct and fairly represent the financial condition of the City. There have been no material adverse changes in the business, properties or financial condition of the City, whether or not arising in the ordinary course of business, since September 30, 2023; the City has not defaulted in the payment of the principal of or the interest on any of its outstanding indebtedness; and, since September 30, 2023, except in the ordinary course of business, the City has not incurred any material liabilities or obligations, direct or contingent, or entered into any transactions material to the City, in any case which would have a material adverse effect upon the financial condition of the City.

(5) The City's Fiscal Year commences on October 1 and ends on September 30.

(b) Representations and Warranties by the Lender. The Lender represents and warrants to the City as follows:

(1) The Lender is acquiring the Warrant for its own account as evidence of a loan in the ordinary course of business and has no present intention of reselling or disposing of the Warrant or engaging in any "distribution" thereof (as that term is used in the Securities Act of 1933, as amended (the "1933 Act"), and the regulations of the Securities and Exchange Commission thereunder). Notwithstanding the foregoing, the Lender shall have the right, but not the obligation, to engage a participant bank or banks suitable to Lender in its sole and absolute discretion; provided, that the City shall not be required to respond to or consult with any such participant or to make payment otherwise than to the registered owner of the Warrant.

(2) The Lender is familiar with the operations and financial condition of the City based upon information available to the Lender and has made such inquiries as it deems appropriate in connection with making the Loan and acquiring the Warrant, and has regularly acquired municipal obligations similar to the Warrant in the normal course of its commercial banking business and is capable of evaluating the merits and risks of making the Loan and acquiring the Warrant.

(3) The Lender has made its own independent evaluation of the creditworthiness of the City and has been provided with or permitted access to all information it has deemed material to formulating its decision to make the Loan and acquire the Warrant. The Lender acknowledges that no credit rating will be assigned to the Warrant, that no official statement or other offering document has been or will be prepared in connection with the issuance of the Warrant and that the City has not undertaken to provide any "continuing disclosure" under Rule 15c2-12 of the United States Securities and Exchange Commission or, except as provided in this Agreement, to provide any other information subsequent to the issuance of the Warrant.

(4) The Lender is aware that there may be no secondary market for the Warrant and that it may be required to hold the Warrant until maturity, although it reserves the right at all times to control the disposition of its assets, including the Warrant, and reserves the right to sell, assign and transfer the Warrant; provided, however, that no public offering of all or any portion of the Warrant, or of any interest therein, shall be made, that any purchaser shall be an "accredited investor" as defined in Regulation D promulgated under the 1933 Act, as amended and/or a qualified institutional buyer within the meaning of Rule 144A under the 1933 Act, and that the Lender shall comply with all federal and state laws relating to the sale of securities.

(5) The Lender acknowledges that the City has retained Hand Arendall Harrison Sale LLC ("Hand Arendall") as its bond counsel with respect to the Loan, the issuance of the Warrant and matters pertaining thereto, that Hand Arendall does not represent the Lender with respect to the Loan, the Warrant or matters related thereto, and that it has determined whether to retain its own counsel based upon its own judgment and is not relying upon Hand Arendall to advise it in any matter relating to the Loan or the Warrant.

Section 3. Covenants of the City

(a) The City shall pay the principal of and the interest on the Warrant at the time and place and in the manner provided in the Warrant.

(b) The City shall within ten (10) days after it acquires knowledge thereof, notify the Lender in writing upon the happening, occurrence, or existence of any Event of Default hereunder, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender with such written notice a detailed statement by a responsible officer

of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto.

(c) The City shall promptly inform the Lender in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the City and upon the ability of the City to perform its obligations under the Warrant.

(d) The City shall maintain such liability, casualty, and other insurance as is reasonable and prudent for similarly situated political subdivisions of the State and shall, upon written request of the Lender, provide evidence of such coverage to the Bank.

(e) The City shall comply with all applicable federal, state and local laws and regulatory requirements applicable to it.

(f) In the event the Warrant should be subject to the any documentary or other excise tax, or any other document should be subject to any excise tax on documents, or any similar tax, the City shall pay such taxes or reimburse the Lender for any such taxes paid by it; provided, that nothing in this clause (f) shall be deemed to impose any obligation with respect to the payment of federal or state income tax with respect to interest paid with respect to the Warrant.

(g) The Lender shall be provided with such financial information regarding the City as Lender may reasonably request, including but not limited to providing annual audited financial statements within 210 days after the end of the City's Fiscal Year.

(h) The City shall provide to the Lender a copy of the City's annual budget promptly upon, but not later than 45 days after, approval thereof by the City Council.

(i) The City shall permit the Lender and any of its authorized representatives, and shall cause such persons and entities to be permitted to visit, examine, inspect and make extracts from books and records of the City and shall discuss with Lender or its representatives the affairs, finances and accounts of the City at such reasonable times and as often as may be reasonably requested.

Section 4. Closing; Construction Fund

(a) Subject to the conditions described below, not later than 2:00 p.m. (Spanish Fort, Alabama time) on the Closing Date, the City will deliver the Warrant to the Lender in definitive form, duly executed and authenticated, together with the other documents required by this Section 4.

(b) The Lender's obligation to fund the Loan and to accept and pay for the Warrant shall be subject to receipt of the following documents on or prior to the Closing Date:

(1) Ordinance. A certified copy of the Ordinance, together with a certificate of the City Clerk of the City to the effect that the Ordinance is in full force and effect and has not been modified or amended since the date of its adoption.

(2) Warrant. The properly executed, authenticated and delivered Warrant.

(3) Financing Agreement. A duly executed and delivered counterpart of this Financing Agreement.

(4) Tax Certificate. A duly executed and delivered counterpart of a Tax Certificate and Agreement, in form acceptable to Bond Counsel, executed by the City with respect to its compliance with certain provisions of the Internal Revenue Code of 1986, as amended.

(5) Form 8038-G. A report on Form 8038-G, in form satisfactory to Bond Counsel.

(6) Opinion of Bond Counsel. An opinion of Hand Arendall Harrison Sale LLC, bond counsel to the City, to the effect that (i) the Warrant, this Financing Agreement and the Ordinance constitute legal, valid and binding obligations of the City, enforceable in accordance with their terms, and (ii) the interest borne by the Warrant is excluded from income for purposes of federal and State of Alabama income taxation, which opinion shall be addressed to the Lender, dated the Closing Date and otherwise in form and substance satisfactory to the Lender.

(c) The proceeds of the Loan will be deposited and maintained in a separate account of the City (the “2025 Acquisition Fund”), more specifically identified as “City of Spanish Fort, Series 2025 Proceeds,” Account Number _____. The Lender shall be the depositary for the 2025 Acquisition Fund. The entire principal amount of the Warrant shall be paid by the Lender into the 2025 Acquisition Fund on the Closing Date upon receipt of the Warrant and other required documents. Funds may be drawn from the 2025 Acquisition Fund from time to time by check or draft signed by the Mayor or other authorized officer of the City or, at the request of the City, by wire transfer or other electronic means.

Section 5. Events of Default

Section 5. Events of Default

(a) Each of the following shall be an "Event of Default" hereunder:

(1) any representation or warranty made herein, or in connection herewith or with the Warrant or Loan shall prove to be, or have been, false or misleading in any material respect;

(2) default in the payment of the principal of or any interest on the Warrant, as and when due and payable;

(3) the City shall default in the performance of or compliance with any term or covenant contained this Agreement, the Ordinance or the Warrant, which default or noncompliance shall not be cured within thirty (30) days after (i) notice thereof to the City by the Lender or (ii) the Lender is or should have been notified of such noncompliance by the City, whichever is earlier;

(4) the City shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the City or any of its respective properties or assets, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the City in any proceeding under any such law or if any action whatsoever shall be taken for the purpose of effecting any of the foregoing;

(5) an order, judgment or decree shall be entered without the application, approval or consent of the City by any court of competent jurisdiction, approving a petition seeking reorganization or liquidation of the City, or of all or any part of its respective properties or assets, or appointing a receiver, trustee or liquidator of the City;

(6) the dissolution or liquidation of the City.

(b) Upon the occurrence of any such Event of Default, the Lender shall have all such rights and remedies as shall be available under law or in equity, including, without limitation, the right of injunctive relief and specific performance and the right to a writ of mandamus to enforce the obligations of the City hereunder.

Section 6. Role of Lender

The City hereby acknowledges that Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to any information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to any information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the City has been informed that the City should discuss any such information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on any such information, materials or communications

Section 7. Patriot Act

The City represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The City further represents and warrants to the Lender that the City and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person

Section 8. Privately Negotiated Loan; Counsel to Lender

(a) The City hereby acknowledges and agrees that the Lender is purchasing the Warrant in evidence of a privately negotiated loan and in that connection the Warrant shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP® number by Standard & Poor's CUSIP Service.

(b) The City acknowledges that, the fees have been paid to Lender’s legal counsel by United Bank, and , said law firm has performed the services on behalf of the Lender and does not represent and has not represented the City in this transaction.

Section 9. Notices

Any notice required to be delivered hereunder shall be in writing and shall be delivered by first class mail at the respective addresses set forth below:

To the City: City of Spanish Fort
 Attention: Mayor
 7361 Spanish Fort Boulevard
 Spanish Fort, Alabama 36527

To the Lender: United Bank
 Attn: Greg Walker
 9102 Independence Ave
 Daphne AL 36526

Section 10. Miscellaneous

- (a) Waiver of Jury Trial. Each of the City and the Lender hereby knowingly, intentionally and voluntarily waives any right to a trial by jury with respect to any matter directly or indirectly relating to the Warrant, this Agreement or any other document or instrument delivered in connection with the Warrant and the transaction contemplated hereby.

- (b) Severability. In the event that any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

- (c) Agreement to Remain in Effect. This Agreement shall be effective as of its date and shall remain in effect until the entire principal of and interest on the Warrant is paid or provision therefor is made to the satisfaction of the Lender.

- (d) Governing Law. This Financing Agreement and the rights and obligations of the City and the Lender shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the City and the Lender have caused this Agreement to be executed and delivered by their duly authorized officers or agents.

UNITED BANK

By: _____

Title: _____

CITY OF SPANISH FORT, ALABAMA

(SEAL)

By _____
Its Mayor

ATTEST:

City Clerk

RESOLUTION NO. 1484-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
FOR SERVICES BETWEEN THE CITY OF SPANISH FORT, ALABAMA, AND THE
SPANISH FORT SPORTS ASSOCIATION**

WHEREAS, the Spanish Fort Sports Association (“the Association”) provides a valuable service to the City of Spanish Fort and its citizens by providing organized league play in baseball and softball activities for the general public within the City; and

WHEREAS, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

WHEREAS, the City desires to continue the benefits conferred upon the public as a direct result of the Association’s efforts.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

The City Council requests and authorizes the Mayor to enter into an agreement with the Association for services rendered to the City of Spanish Fort in the provision of league play activities. In consideration of such services, there is hereby appropriated the sum of Twenty Thousand Dollars (\$20,000.00) to the Spanish Fort Sports Association. A copy of the proposed Agreement is attached hereto as Exhibit 1, subject to any changes approved by the Mayor.

ADOPTED and APPROVED this ____th day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

AGREEMENT

This Agreement is entered into on this the ____ day of _____, 2025, by and between the City of Spanish Fort (“City”) and the Spanish Fort Sports Association (“Association”).

WHEREAS, the Spanish Fort Sports Association provides a valuable service to the City of Spanish Fort and its citizens by providing league play in baseball and softball for the general public within the City; and

WHEREAS, the City has recognized and continues to recognize the benefits conferred upon the City and its citizens as a direct result of the services performed by the Association on an annual basis; and

WHEREAS, the parties desire to enter into an agreement to continue the aforesaid benefits conferred upon the citizens of the City.

WITNESSETH:

For and in consideration of the premises contained herein, the parties hereby agree as follows:

1. The City hereby agrees to provide to the Association the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as consideration for the services to be performed by the Association.
2. The Association agrees to provide league play in baseball and softball for the general public within the City, without discrimination, and the Association shall be responsible for all aspects of the programs.
3. The term of this Agreement shall be for the remainder of the 2025 calendar year.

DONE THIS ____ DAY OF _____, 2025.

Michael M. McMillan, Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

SPANISH FORT SPORTS
ASSOCIATION

By: _____

Its: _____

RESOLUTION NO. 1485-2025

A RESOLUTION DISPOSING OF SURPLUS PROPERTY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

WHEREAS, the City of Spanish Fort, Alabama, has an item of personal property which is no longer needed for public or municipal purposes; and

WHEREAS, Ala. Code §11-43-56 (1975) authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

Section 1. That the following personal property owned by the City of Spanish Fort, Alabama, is not needed for public or municipal purposes:

One 2022 Ford Explorer (Police Vehicle), VIN No. 1FM5K8AB9NGA58956

Section 2. That the Mayor and City Clerk be and are hereby authorized and directed to dispose of the personal property owned by the City of Spanish Fort, Alabama, described in Section 1 above, by the best method to receive the most monies as adequate consideration for the personal property.

ADOPTED AND APPROVED this _____ *day of* _____, **2025.**

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1486-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH SUNSET CONTRACTING, INC., FOR REPAIRS AT
MARCELLA AVENUE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the Mayor to enter into an agreement with Sunset Contracting, Inc., in the amount of \$18,532.50 to remove 198 linear feet of brick box culvert and install 198 feet of 22"x18" concrete arch pipe and collars and repair and replace sidewalk and sod on the right-of-way at 303 Marcella Avenue. A copy of the proposal for the work is attached hereto as Exhibit 1.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

SUNSET CONTRACTING, INC.

3030 Lees Ln. * Mobile, Alabama 36693
Phone: (251) 660-0411 Fax: (251) 660-0494

February 24, 2025

City of Spanish Fort
7581 Spanish Fort Blvd.
Spanish Fort, AL 36527

Re: 303 Marcella Ave Revised

Attn: Shannon

We offer you a price of \$ 18,532.50 to Repair items listed below.

Items included are listed below.


1. Mobilization
2. Remove 198 Linear Feet Brick Box Culvert
3. Install 198 Linear feet 22"x 18" Concrete Arch Pipe
4. Arch Pipe Supplied By City of Spanish Fort
5. 5 Each Concrete Collars
6. Solid Sod 225 Square yards
7. Remove & Replace Sidewalk 5 Square yards

Items Excluded are listed Below.

1. Existing Utilities

Thanks

7600


Marion Peterson
Estimator

RESOLUTION NO. 1487-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH ALABAMA PIPE & SUPPLY, FOR THE PROVISION OF PIPE
FOR A DRAINAGE REPAIRS AT MARCELLA AVENUE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the Mayor to enter into an agreement with Alabama Pipe & Supply in the amount of \$8751.75 to provide pipe for a drainage project on the right-of-way at 303 Marcella Avenue. A copy of the estimate is attached hereto as Exhibit 1.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



P.O Box 70
Irvington, Al 36544

Phone: 251-653-1399 Fax: 251-653-1279

NAME/ADDRESS

City of Spanish Fort

Estimate

DATE	ESTIMATE #
2/21/2025	22215

TERMS	REP	Project
Payment in Advance	RB	

ITEM	DESCRIPTION	QTY	COST	Total
22" x 13" Arch	22" x 13" CL 3 Arch (18")	200	43.54	8,708.00
Popit Plugs	Popit Plugs (75 in Box)	25	1.75	43.75
	Lead time on pipe is 2 to 3 weeks			
	7600			
Quotation is valid for 30 Days		Total		\$8,751.75

This quotation is for estimating purposes only. We appreciate the opportunity to quote on this material for you.

RESOLUTION NO. 1488-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH VITALEXAM, LLC, TO PROVIDE PROFESSIONAL
CONSULTING AND RELATED SERVICES FOR FIREFIGHTER EXAMINATIONS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the Mayor to enter into an agreement with VITALExam, LLC, in the amount of \$625.00 per physical to provide physical examinations for Firefighters for 2025. A copy of the proposal is attached hereto as Exhibit 1.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

CONTRACT

AGREEMENT BETWEEN THE CITY OF SPANISH FORT AND VITALEXAM, LLC TO PROVIDE PROFESSIONAL CONSULTING AND RELATED SERVICES FOR EMPLOYEE PHYSICAL EXAMINATIONS 2025

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2025, by and between the City of Spanish Fort, an Alabama municipal corporation located at 7361 Spanish Fort Boulevard, Spanish Fort, Alabama 36527 (hereinafter sometimes referred to as the "City" or the "Client"), and VITALExam, LLC, a Florida limited liability company located at 945 West Michigan Avenue, Suite 10B, Pensacola, Florida 32505 (hereinafter referred to as the "Consultant"), whereby the Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3) (1975), for the consideration as set forth herein as follows:

WHEREAS, the Client desires to have performed physical examinations and testing of Spanish Fort Fire Rescue Department employees, which the Client believes will promote the efficient operation of government; and

WHEREAS, Consultant has made a proposal to the Client to provide such professional consulting services and has represented to the Client that it is staffed with personnel knowledgeable and experienced in such matters as to be able to provide those services to the Client in a professional and competent manner; and

WHEREAS, Client has selected and desires to contract with Consultant to provide such services.

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, as follows:

- 1. Scope of Services:** Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client in regard to physical examinations and testing of Client's employees as more particularly set forth in EXHIBIT A: "Statement of Work" AND in Consultant's proposal to Client as set forth in EXHIBIT B: "VITALExam Services Pricing Quote", each of which is adopted and incorporated herein by reference, except to the extent of a conflict with the terms and conditions herein, in which case the provisions herein shall prevail.
- 2. Time of Performance:** Consultant agrees to provide services on a date agreed upon with the Client's designee and to complete its commitments within 12 months of the execution of this agreement.

3. **Compensation:** The Client agrees to pay Consultant for each standard physical exam administered, at a rate of \$625 per exam. If any additional testing is administered, services will be invoiced at the rates specified in Exhibit B. If a scheduled exam is missed due to the patient failing to show at the scheduled time or failing to provide at least 48 hours' notice of cancellation, the Client shall be responsible for the full cost of the exam as outlined in this Agreement. This amount shall be invoiced by the Consultant and payable by the Client under the same terms as other invoices. Payment shall be made to Consultant within thirty (30) days after receipt of invoice.
4. **Client Responsibilities:** Client shall:
- a. Provide a list of all personnel to be tested. This list shall be provided at least two weeks prior to the date exams are scheduled to commence. Such list shall include each individual's **legal name**, gender, date of birth, email address, and contact phone number;
 - b. Provide access to its personnel to be tested and examined;
 - c. Assist with scheduling the testing of its personnel; and
 - d. Provide facilities and certain equipment in which the Consultant shall conduct testing and examination, as further specified in Exhibit A.
5. **Confidentiality:** Consultant shall comply with all applicable federal, state, and local laws regarding medical information, records, test results, and any other data connected from Client's employees.
6. **Reports:** Consultant shall furnish a final written report to the Client upon completion of the services. Notwithstanding the foregoing, all patient medical information and related records will be strictly confidential between the employee and Consultant.
7. **Insurance:** Consultant shall maintain workers' compensation, employer's liability, auto liability, commercial general liability, and professional liability insurance policies throughout the duration of this agreement, each in an amount acceptable to the Client. Upon the execution and delivery of this agreement, and upon request by the Client, Consultant shall provide Client with one or more certificates of insurance evidencing such coverage and naming the Client as an additional insured.
8. **Notices:** The representative of the City of Spanish Fort for this agreement shall be Michael M. McMillan, Mayor. Any notices required shall be in writing and be sent either by U.S. Mail or by email to the addresses below:

Notice to Client

Michael M. McMillan, Mayor
City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL 36527

Notice to Consultant

Marci Vitale
VITALExam
945 W Michigan Ave, Suite 10B
Pensacola, FL 32505

9. **Authorization to Execute:** Each party hereby guarantees, warrants, and represents to the other that the individual or individuals signing this Agreement on behalf of such party have the power, authority and legal capacity to sign this Agreement.
10. **Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

CITY OF SPANISH FORT

VITALEXAM, LLC

Michael M. McMillan, Mayor

Marci Vitale, CEO

Date

Date

EXHIBIT A

STATEMENT OF WORK

1. Exam Requirements: Consultant will perform comprehensive medical exams for Client's personnel pursuant to guidelines set forth by, but not limited to, the National Fire Protection Association ("NFPA") in NFPA 1582 - Standard on Comprehensive Occupational Medical Program for Fire Departments; NFPA 1583 - Standard on Health- Related Fitness Programs for Fire Department Members; and IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative (WFI). Exams will include a health risk assessment and a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, the employee performing their duties. The medical history shall also include any significant changes, job-related exposures, and new symptoms since the previous medical evaluation. Unless Client agrees to exempt certain tasks for specific exams, the services to be provided will consist of the following tasks:
 - a. Physical Examination by Licensed Healthcare Practitioner
 - i. Full medical history review and current health assessment
 1. Previous occupational exposures, vaccinations, medications
 2. PTSI and behavioral health screening
 3. Sleep assessment screening
 - ii. Full-body physical examination
 1. Titmus V4 vision screening (near/far acuity, color, peripheral, depth perception)
 2. Vital signs
 3. ASCVD 10-yr Heart Disease Risk Calculation (over 40 years of age)
 4. Audiometry
 5. Skin cancer screening
 6. Breast exam with self-breast exam education (males and females)
 - iii. Laboratory blood tests
 1. Complete Blood Count
 2. Comprehensive Metabolic Panel (blood count, electrolytes, etc.)
 3. Lipid Panel (cholesterol)
 4. Diabetes (HbA1c and fasting glucose)
 5. Thyroid Stimulating Hormone (TSH)
 6. Testosterone (men)
 7. Prostate Specific Antigen (PSA in men)
 8. Cancer antigen 125 (ovarian protein marker in women)
 9. Complete urinalysis with microscopic examination
 10. Any additional tests as requested by the department
 - iv. Personal consultation with review of results by Licensed Healthcare Practitioner
 - v. Follow-up in 1 to 6 months depending on individual needs
 - b. Cardiopulmonary and fitness evaluation by Exercise Physiologist
 - i. Resting 12-lead ECG
 - ii. Submaximal treadmill cardiac stress test with ECG
 - iii. Pulmonary Function Test (Spirometry: FVC, FEV₁, FEV₁/FVC Ratio)
 - iv. Muscular Strength and Endurance Evaluation (Jackson Strength Evaluation)

- v. Aerobic Endurance Evaluation (VO₂ Max Calculation)
- vi. Flexibility Evaluation
- vii. Body Weight and Composition
- viii. Nutrition and Diet Recommendations
- ix. Personal Fitness Recommendations
- c. Multi-organ Ultrasound Screening for abnormalities by Registered Sonographer
 - i. Focused transthoracic echocardiogram (left ventricular ejection fraction, aortic root diameter)
 - ii. Carotid artery assessment (plaque, intima-media thickness)
 - iii. Abdominal aorta
 - iv. Thyroid
 - v. Abdomen (liver, pancreas, gall bladder, kidneys, and spleen)
 - vi. Bladder
 - vii. Scrotum
 - viii. Transabdominal prostate (men)
 - ix. Transabdominal pelvic (women, ovaries and uterus)

2. Service Standards

- a. Consultant will exercise generally accepted professional standards applicable to medical diagnosis and treatment in the State of Alabama.
- b. Consultant will provide accurate results using lab facilities meeting Clinical Laboratory Improvement Act (CLIA) and College of American Pathologists (CAP) accreditation standards, or equivalent.
- c. Consultant to provide individual consultations to review test results and provide recommendations for medical interventions and behavioral and training modifications within two weeks of exam completion.
- d. Consultant to provide department-wide recommendations for programs and training to reduce the chance of injury and illness.
- e. Consultant to conduct testing and consultations in a reasonably accessible location provided by the Client in a convenient manner for the Client and its employees to induce the greatest voluntary level of participation in program testing and the least inconvenience to department operations.
- f. Consultant to market program services and benefits to target population to encourage maximum participation.
- g. Consultant will securely collect, compile, store, and communicate program data relating to the employee's annual physical and:
 - i. Provide results of the exam in confidential, patiently friendly format to individual employees in a manner consistent with AMA Ethics Opinion 2.1.5, or equivalent.
 - ii. Not sell or market any personal or protected health information.
- h. Consultant will provide physical exam results that reveal conditions that dictate further testing or treatment to the employee for follow-up with the employee's own primary care practitioner.
- i. Consultant will ensure that Final Evaluations will be reviewed and signed by an Alabama licensed MD, DO, ARNP or PA.
- j. Client will provide access to the Consultant's licensed healthcare practitioner for the facility where exams are to be performed.

3. Implementation and Scheduling

- a. Consultant will provide exams and services in several scheduled concentrated multi-day service. Actual frequency and duration of on-site sessions will be coordinated between Consultant and Client.
- b. Consultant will conduct up to 15 exams per day on an 11-hour, 3-day schedule Tuesday through Thursday. Exams will be scheduled in 30-minute intervals and take approximately two hours to complete. Start and end times will be coordinated with the Client.
- c. Client will provide Consultant 4 Rooms to accommodate the following components:
 - i. Biometrics, vision screening, and audiometry (area with minimal noise required)
 - ii. Ultrasound screenings
 - iii. Cardiopulmonary/fitness evaluations
 - iv. Physical exam and review of results with provider
- d. Set-up, equipment, and associated costs will be the responsibility of Consultant.
- e. On-site location, space, treadmill, high-speed wireless internet access, and overhead will be provided by the Client.
- f. Consultant equipment maintenance will be performed by Consultant and will be kept clean and sanitized. All equipment will be kept in optimal working order or repaired/replaced within a reasonable time frame.
- g. Consultant commits that all equipment used will be state of the art and owned by Consultant. The equipment is portable and easily set up by Consultant's staff.
- h. Consultant will bring portable exam tables as well as all the equipment necessary to completely provide the comprehensive medical and fitness exams, except that the Client will provide the treadmill and secure wireless internet access. Consultant will provide the following specific equipment:
 - i. Ultrasound Unit: GE Logiq e R9
 - ii. ECG Stress Unit: GE CardioSoft
 - iii. Spirometer: ndd Easy-on PC
 - iv. Audiometry Equipment: Maico audiometer with sound-resistant headphones (soundproof booth not included)

4. Reporting

- a. Consultant will provide employees copies of examination and test results through Consultant's Patient Portal on the day of their exam.

5. Insurance

- a. See Contract between the parties, page 6, section XIV. INSURANCE.

6. Billing and payment

- a. See Contract between the parties, page 2, section III. COMPENSATION.
- b. Invoices will be itemized to reflect the services provided. Care will be taken to minimize personally identifiable information to maintain patient confidentiality in any invoices provided to Client. Invoiced services will be at the rates indicated in Exhibit B.



2025 QUOTE

Roger Few, Fire Chief
Spanish Fort Fire Rescue
7580 Spanish Fort Blvd.
Spanish Fort, AL 36527

August 30, 2024

Dear Chief Few,

Thank you for the opportunity to provide you with a quote for VITALExam's comprehensive wellness screening services. I have included the pricing for our standard package, along with available additional services – all of which are customizable and can be tailored to your department's needs. We are also happy to provide the same services and pricing to family members and other invitees as scheduling permits.

Standard Package	Price
Comprehensive Public Safety Physical Exams and Cancer Screenings	\$625
TOTAL PRICE PER EXAM	\$625

Additional Tests Available	Price
Advanced Cardiac Risk Panel	\$99
Advanced Lipid Panel (NMR LipoProfile)	\$65
CT Coronary Artery Calcium Score	TBD
Low-Dose CT Lung Screening	TBD
Tumor Marker Lab Tests (Cancer Antigens)	\$110
Microalbumin (uACR - Kidney Function Urine Test)	\$25
Amylase & Lipase (Pancreatic Enzymes)	\$20
Hepatitis B Screening and Immunity Status	\$55
ColoFIT Take-Home Fecal Occult Blood Test	\$45
QuantiFERON Gold (TB) Lab Test	\$75
Vitamin D Lab Test	\$30
Magnesium Lab Test	\$30

VITALExam values your consideration for delivering integrative, comprehensive physicals to your department. We strive to foster a trusting rapport founded by our clinical expertise and passion to improve the physical and mental vitality of your firefighters!

I look forward to the opportunity to answer any questions you may have. Thank you!

Respectfully,

Dr. Marci Vitale, DNP, FNP-BC, AGACNP-BC
Nurse Practitioner
Founder & CEO

RESOLUTION NO. 1489-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH
SUNBELT FIRE FOR THE PURCHASE OF AN E-ONE CUSTOM PUMPER**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT,
ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the Mayor to enter into an agreement with Sunbelt Fire, LLC, in the amount of \$919,531.00 for the purchase of an E-ONE custom pumper truck on a Typhoon Chassis, subject to any changes deemed necessary by the Mayor. A copy of the proposal is attached hereto as Exhibit 1.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



Spanish Fort Fire Department
Spanish Fort, Alabama

September 26, 2024

Please consider our proposal for the following, in strict accordance with technical specifications available upon request:

One (1) or more E-ONE Custom Pumper on a Typhoon Chassis
Per Quote No. 97545

\$ 919,531.00

The above proposal pricing is valid for (21) calendar days on H-GAC Cooperative Purchasing schedule, per contract no. FS12-19. At the expiration of this quote, please contact Sunbelt Fire, Inc., for updated pricing.

An optional prepayment discount is available. Should the purchaser elect to take advantage of this program, a prepayment discount of (\$65,950.00) will be deducted from the above proposal amount. The discounted amount must be received within thirty (30) calendar days of contract signing, otherwise, the undiscounted proposal amount above will be due upon delivery & acceptance. A performance/payment bond will be provided upon request.

The above pricing includes no NFPA suggested or required loose equipment unless otherwise noted. Any equipment required shall be the responsibility of the purchaser to place on the completed apparatus prior to its being placed in service.

The price quoted includes delivery and instruction & familiarization by a factory trained technician. Delivery shall be within 1,050 calendar days after receipt of order. Delivery is quoted in good faith and is subject to delays beyond the reasonable control of the manufacturer.

Payment is expected in full upon delivery and acceptance. Statement of Origin and Bill of Sale, or Application for Vehicle Title if applicable, constitute a receipt of payment in full and will be presented at time of receipt of payment or delivery & acceptance as applicable.

The manufacturer reserves the right to make model and engineering changes where deemed necessary for improvement in design, or safety of users, without prior notice to the customer. Units will be built according to all FMVSS, DOT, and NFPA standards unless otherwise noted or requested.

We appreciate the opportunity to provide you with information. This proposal is our written documentation of agreement of terms. Please contact Sunbelt Fire, Inc., with any questions or concerns.

Respectfully submitted,

Greg Silvester (via email)

Greg Silvester
Territory Manager
Sunbelt Fire, Inc.

SunbeltFire.com · contactus@sunbeltfire.com



2466 Bayou Blue Road
Houston, LA 70364
(985) 637-5454



8050 McGowin Drive
Fairhope, AL 36532
(251) 928-9917



904 Industrial Park Circle
Bessemer, AL 35022
(205) 720-0043

RESOLUTION NO. 1490-2025

A RESOLUTION AWARDING THE BID FOR THE SPANISH FORT ESTATES SIDEWALKS PHASE I

WHEREAS, the Mayor and City Council have determined that the lowest responsible and responsive bid submitted for the Spanish Fort Estates Sidewalks Phase I was submitted by Grant Nichols Construction, Inc.; and

WHEREAS, the City Council desires to award the bid for the Spanish Fort Estates Sidewalks Phase I to Grant Nichols Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council awards the bid to Grant Nichols Construction, Inc., for the Spanish Fort Estates Sidewalks Phase I in accordance with the bid dated March 12, 2025, which is attached as Exhibit 1, subject to any changes to the terms and conditions deemed necessary by the Mayor. The bid tabulation and recommendation is attached as Exhibit 2.

SECTION 2. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution which shall continue in full force and effect notwithstanding such holding.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1

CONTRACT DOCUMENTS, PROPOSAL and SPECIFICATIONS

The City of Spanish Fort

Spanish Fort Estates Sidewalk Phase I



FEBRUARY 2025

Prepared by:



ADDENDUM NO. 1

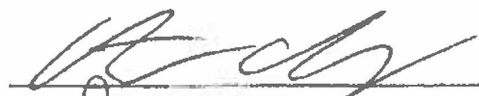
March 11, 2025


City of Spanish Fort

Spanish Main Sidewalk (Phase I)

1. **CONTRACT DOCUMENTS:** Section V, ITEM 618-A2, "CONCRETE SIDEWALK, 5" THICK", shall include 6" X 6" WWF. The prospective bidder shall ink this statement within the item and will be understood to be a part of this contract.
2. **CONSTRUCTION PLANS:** Attached residential driveway detail shall be added to sheet 6 of 6 within the construction plans.
3. **CONTRACT DOCUMENTS:** This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR). The attached form shall be completed and will be apart of the contract documents.

This document shall be signed and faxed or emailed copy back to the Engineer for proof of receipt. All signed addendum(s) will be attached to the front cover of the bid documents and all changes to the construction document.

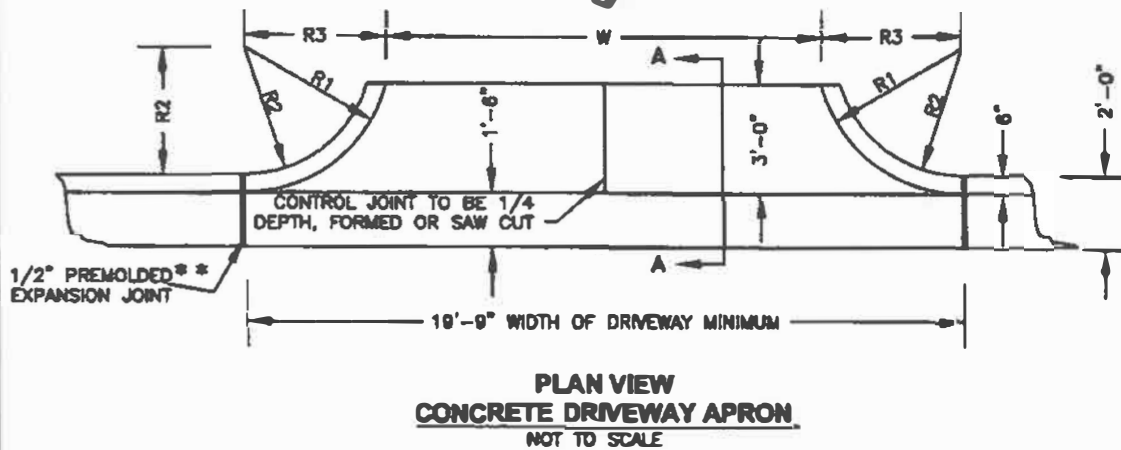
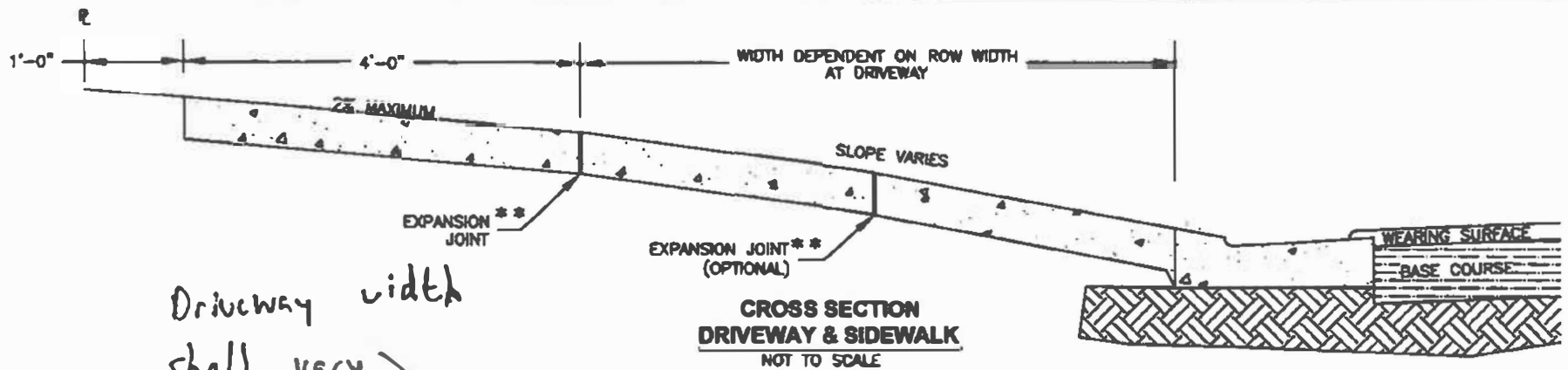


Authorized


Acknowledgement

3/11/25
Date
3/11/25
Date





	MINIMUM*	TYPE
R1	20'	COMMERCIAL
R2	19.5'	COMMERCIAL
R3	20'	COMMERCIAL
R1	4'	RESIDENTIAL
R2	3.5'	RESIDENTIAL
R3	3'-10.5"	RESIDENTIAL
W	24'	COMMERCIAL
W	12'	RESIDENTIAL

* IF SITE CONDITIONS PROHIBIT THE USE OF THESE STANDARDS, AN ALTERNATIVE MAY BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.

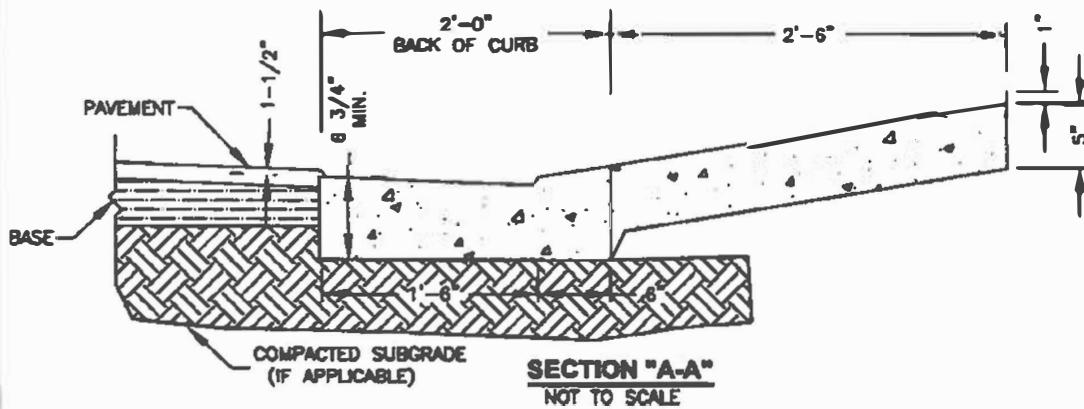
** EXPANSION JOINT MATERIAL TO MEET ALDOT SPECIFICATIONS 832.01 & 832.02

NOTE:
CONCRETE APRON AND DRIVEWAY TO BE 5" MINIMUM THICKNESS.

SIDEWALK PANELS THAT ABUT THE DRIVEWAY TO BE 5" MINIMUM THICKNESS.

OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS.

ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.



ACCOUNTING OF SALES TAX
Form C-3A

TO: CITY OF SPANISH FORT

DATE: _____

NAME OF PROJECT: _____

SALES TAX ACCOUNTING

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

BASE BID ESTIMATED SALES TAX \$ _____

ALTERNATE (Insert key word for Alternate)	<u>ESTIMATED SALES TAX AMOUNT</u>
Alternate No. 1(.....)	(add)(deduct) \$ _____
Alternate No. 2(.....)	(add)(deduct) \$ _____
Alternate No. 3(.....)	(add)(deduct) \$ _____
Alternate No. 4(.....)	(add)(deduct) \$ _____
Alternate No. 5(.....)	(add)(deduct) \$ _____
Alternate No. 6(.....)	(add)(deduct) \$ _____

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

Legal Name of Bidder _____

Mailing Address _____

*** By (Legal Signature)** _____

*** Name (type or print)** _____ **(Seal)**

*** Title** _____

Telephone Number _____

CONTRACT DOCUMENTS,
PROPOSAL AND SPECIFICATIONS

The City of Spanish Fort
Spanish Fort Estates Sidewalk Phase I

I N D E X

<u>SECTION</u>	<u>DESCRIPTION</u>
I	ADVERTISEMENT FOR BIDS
II	INSTRUCTIONS TO BIDDER
III	CERTIFICATE OF CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
IV	INSTRUCTIONS TO CONTRACTORS AND INSURERS
V	BIDDER'S PROPOSAL
VI	BID BOND
VII	PERFORMANCE BOND
VIII	LABOR AND MATERIALS BOND
IX	CONTRACT FOR CONSTRUCTION
X	GENERAL CONDITIONS

SECTION I

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Spanish Fort at 7361 Spanish Fort Boulevard, Spanish Fort Alabama 36527 until 2:00 p.m. CST on Wednesday, March 12, 2025, and then publicly opened and read in the Council Chambers for:

City of Spanish Fort
Spanish Fort Estates Sidewalk Phase I

This project consists of: A base bid to construct 750 SY of 5-foot-wide sidewalk along Spanish Main. Construction of concrete sidewalks, ADA improvements and miscellaneous drainage improvements.

A total of Thirty (30) working days will be allowed for completion of work.

Drawings and specifications may be obtained at Sawgrass Consulting, LLC, 30673 Sgt. E.I. "Boots" Thomas Dr., Spanish Fort, Alabama, 36527 for a non-refundable fee of \$85.00. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than this office. For more information, call (251) 544-7900 or email egodwin@sawgrassllc.com and/or tscheer@sawgrassllc.com. Prospective bidders may examine the Bidding Documents at this office Monday through Friday between 9:00 a.m. and 4:00 p.m.

A mandatory pre-bid conference will be held in the Council Chambers at the Spanish Fort Community Center at 2:30 p.m. on Wednesday March 5, 2025. In the pre-bid conference, the City of Spanish Fort will review the scope of work and the desired result.

To be eligible for consideration, bids must be submitted on complete original proposal forms found in the Invitation to Bid package. The complete bid packet and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the Contractor's license number, the Contractor's name and address, the bid name, and the date of the bid opening. It shall be the sole responsibility of the bidder to assure receipt of the bid at Spanish Fort Community Center prior to the published time for the bid opening. The envelopes must also be "Date and Time" stamped at the receptionist's desk when the bid packages are turned in.

All Bidders must file with their bids either a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make bonds in the State of Alabama and made payable to the Cooperative District of the City of Spanish Fort in the amount of five (5%) percent of the Contractor's bid but in no event more than \$10,000, and shall have a current State of Alabama General Contractors License. Furthermore, any Contractor that desires to bid as prime Contractor must have at least one of the following major classifications of license per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code:

- a) Highways and Streets
- b) Municipal and Utility
- c) Heavy and Rail Construction

If awarded the bid and prior to beginning work, the Contractor is required to have a current City of Spanish Fort Business License, furnish a Certificate of General Liability Insurance and Workers Compensation Insurance, and proof of Automobile General Liability Insurance. Insurance Certificate provided to the Cooperative District of the City of Spanish Fort shall list the Cooperative District of the City of Spanish Fort and the City of Spanish Fort as an additional insured. A Performance Bond and Payment Bond must be executed upon award of the bid with a penalty equal to one hundred (100%) percent of the amount of the contract price. If the successful bidder's award amount is \$50,000.00 or greater, a background check will be performed per the Cooperative District of the City of Spanish Fort General Conditions.

All bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, and must provide evidence by including a copy of his or her current license in the sealed envelope in which the proposal is delivered.

The City of Spanish Fort reserves the right to accept or reject any or all bids and to waive technical errors if, in the Cooperative District of the City of Spanish Fort judgment, the best interests of the Cooperative District of the City of Spanish Fort will thereby be promoted.

Owner: Cooperative District of the City of Spanish Fort

SECTION II

INSTRUCTIONS TO BIDDERS

Hereinafter Contract Documents shall include "Contract Documents, Proposal and Specifications", Sections I through Appendix; Owner shall be Cooperative District of the City of Spanish Fort; Engineer shall be Sawgrass Consulting, LLC.

1. RECEIPT AND OPENING OF BIDS:

The Owner invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Cooperative District of the City of Spanish Fort Public Facilities, at the Library Classroom at the Spanish Fort Community Center located at 7361 Spanish Fort Boulevard, Spanish Fort, until 2:00 P.M., local time on Wednesday, March 12, 2025,

The envelopes containing the bids must be sealed and addressed to Cooperative District of the City of Spanish Fort at 7361 Spanish Fort Boulevard, Spanish Fort. The Contractor's name and license number must be clearly shown on the outside of the envelope. **The entire booklet must be submitted as the bid.**

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

Forms furnished, or copies thereof shall be used, and strict compliance with requirements of the invitation, these instructions and the general specifications for material and construction are necessary. Bidders must make their own estimates of the facilities and difficulties attending the proposed contract, including local conditions, uncertainty of weather, quantities, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and guaranty forms shall be suitably filled in.

2. TELEGRAPHIC MODIFICATION:

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time and provided further, the Owner is satisfied that a written confirmation of the telegraphic communication of the telegraphic modification over the signature of the bidder was mailed prior to closing time. If written confirmation is not received with two in (2) days from the closing time, no consideration will be given to the telegraphic modification.

3. LABOR AND MATERIALS:

The Owner will not furnish any labor, material, or supplies unless specifically provided for in the contract. This obligation is strictly upon the bidder unless otherwise noted.

4. SIGNATURE TO BIDS:

Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it into the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal, may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

5. BIDDER QUALIFICATIONS:

The Owner may make a request as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. It is the preference of the Cooperative District of the City of Spanish Fort that the bidder be pre-qualified by the Consultant to perform the work. If awarded and prior to beginning work, the Contractor is required to have a current City of Spanish Fort Business License.

6. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services, and no bid will be considered unless it is so guaranteed. The bidders must furnish with their bid a Guaranty Bond or certified check in the amount of five (5%) percent of their bid price, but in no event more than ten thousand (\$10,000.00) dollars, payable to the Owner. Certified check or Bid Bonds, will, at the option of the Owner, be deposited into the funds of the Owner, as liquidated damages upon failure of the successful bidder to execute the written Contract and furnish the insurance coverage as hereinafter required, within ten consecutive calendar days following written notice of the award of the Contract.

7. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama will be accepted as security and insurance as required, for any bid or contract. See the instruction hereinafter contained and the applicable standard forms with respect to the type, form and amounts of required bonds and insurance policies.

8. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules, and drawings which form the basis of any bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the advertisement or invitation.

9. CORRECTIONS:

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

11. BIDDERS PRESENT:

At the time fixed for the opening of the bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representation.

12. AWARD OR REJECTION OF BIDS:

The contract will be awarded to the lowest responsible bidder complying with the conditions of the invitation for bids, provided this bid is reasonable and it is in the best interest of the Owner to accept it. The bidder to whom the award is made will be notified as soon as possible. The Owner, however, reserves the right to reject all bids and to waive informality in bids received whenever such rejection or waiver is in the interest of the Owner.

It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time a contract of a similar nature, or a bid of a bidder who is not in a position to perform the contract.

13. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.

14. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price, will govern.

15. CONTRACT AND BOND:

The bidder to whom award is made must, when required, enter written contract on the Contract Document provided herein with satisfactory security of 100 Percent Payment and Performance Bond in the amount required, within the period specified or, if no period is specified, within (10) days after the prescribed forms are presented to him for signature.

16. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the Owner.

17. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title, or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the Owner and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than forty percent (40%) of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, may be deducted from the total contract amount before computing the amount of work required to be performed by the contractor with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the contractor, and the contractor will be responsible to the Owner for all of the subcontractor's work, including failures or omissions. The subcontractor removal may be required by the Engineer, as in case of an employee.

18. TIME OF COMPLETION:

Bidders must agree to commence on or before a date to be specified in written "work order" of the Owner and to fully complete the project within thirty (30) working days thereafter. The bidder must agree also to pay, as liquidated damages, and not as a penalty, the sum shown in this document for each calendar day required thereafter.

19. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing, addressed to Sawgrass Consulting, LLC, 30673 Sgt. E.I. Boots Thomas Dr, Spanish Fort, Alabama 36527, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which if issued, will be forwarded by email or mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

20. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

21. LAWS AND REGULATIONS:

The bidders attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

22. OBLIGATION OF BIDDER:

At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

23. QUANTITIES:

The quantities indicated are to aid the contractor in bidding only and any variance upward or downward in quantities shown will not alter the contract unit price.

24. UTILITIES:

All information given on the drawings or in the contract documents relative to existing utilities and other structures is from the best source at present available. All such information is furnished only for the information and convenience of the bidders.

The Contractor shall be responsible for any damages to existing utilities and shall repair and/or replace any damages to said utilities at his own expense.

25. MAINTENANCE PERIOD:

The Contractor will be required to maintain the project for a period of zero (0) days after acceptance by the Owner and warranty the project for one full calendar year upon substantial completion.

ACCOUNTING OF SALES TAX
Form C-3A

TO: CITY OF SPANISH FORT

DATE: MARCH 12, 2025

NAME OF PROJECT: CITY OF SPANISH FORT; SPANISH FORT ESTATES
SIDEWALK PHASE I

SALES TAX ACCOUNTING

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

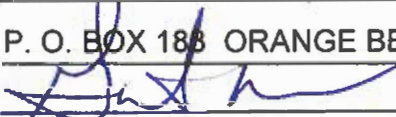
BASE BID ESTIMATED SALES TAX \$ 1,100.00

ALTERNATE (Insert key word for Alternate)	<u>ESTIMATED SALES TAX AMOUNT</u>
Alternate No. 1(.....)	(add)(deduct) \$ <u>12.00</u>
Alternate No. 2(.....)	(add)(deduct) \$ _____
Alternate No. 3(.....)	(add)(deduct) \$ _____
Alternate No. 4(.....)	(add)(deduct) \$ _____
Alternate No. 5(.....)	(add)(deduct) \$ _____
Alternate No. 6(.....)	(add)(deduct) \$ _____

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

Legal Name of Bidder Grant Nichols Construction, LLC

Mailing Address P. O. BOX 188 ORANGE BEACH, AL 36561

* By (Legal Signature) 

* Name (type or print) GRAN TNICHOLS

* Title COO

Telephone Number 254-406-3324

(Seal)



SECTION III

CERTIFICATE OF
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE TO OWNER

OWNER: CITY OF SPANISH FORT, AL DATE: MARCH 12, 2025

This is to certify that the policies designated below have been issued by the carrier and are in full force on the date borne by this certificate.

1. Location and designation of project:

Spanish Fort Estates Sidewalk Phase I
The City of Spanish Fort

2. Name and address of insured for whom this certificate is issued:

Grant Nichols Construction, LLC

3. Type of insurance/Limits of Liability

- (a) Workmen's Compensations:

WC04400382122024A 8/30/25-2025 \$1,000,000 / 1,000,000 / 1,000,000
(policy number) (exp. date) (coverage) (aggregate)
(one person) (one accident)

- (b) Contractor's Public Liability:

1. Bodily Injury:

1,000,000
(each person) (each occurrence) (total coverage)

2. Property Damage:

300,000 2,000,000
(each accident) (aggregate)

- (c) Automobile (Motor Vehicle):

1. Bodily Injury:

1,000,000
(each person) (each occurrence) (total coverage)

2. Property Damage:

(each accident) (aggregate)

(d) Owner's Protective Liability:

(Each Occurrence)
(Bodily Injury)

(Each Occurrence)
(Property Damage)

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above designated policies, specimen copies of which have been filed with the Owner, include the following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said Owner a certificate of insurance in triplicate on a form approved for such purpose by said Owner, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said Owner to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said Owner to which the policy applies.
3. That it will mail to the Owner three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverage of said policy in respect of operations involved in the construction of the project of said Owner which the policy applies and provided further that such endorsement shall not be effective unless such notice is given to the Owner at the same time that notice thereof is given to the insured.
4. That it will mail to the Owner at least ten (10) days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the Owner.

Valent Group

Insurer

BY

Kris Kahalley

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2025

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

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

PRODUCER Valent Group, LLC 1110 Montlmar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Kayla Sosebee PHONE (A/C, Ho, Ext): FAX (A/C, No): E-MAIL ADDRESS: kSosebee@valentgroup.com														
INSURED Grant Nichols Construction LLC PO Box 183 Orange Beach AL 36561-0183	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Owners Insurance Company</td><td>32700</td></tr><tr><td>INSURER B: Progressive Specialty Ins.</td><td>32786</td></tr><tr><td>INSURER C: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER D: Benchmark Insurance Company</td><td>41394</td></tr><tr><td>INSURER E: AXA XL Insurance Co. (use this one)</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Owners Insurance Company	32700	INSURER B: Progressive Specialty Ins.	32786	INSURER C: Scottsdale Insurance Company	41297	INSURER D: Benchmark Insurance Company	41394	INSURER E: AXA XL Insurance Co. (use this one)		INSURER F:	
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INSURER E: AXA XL Insurance Co. (use this one)															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL2482348851 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBRI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			38776804	03/28/2024	03/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			951650966	08/17/2024	08/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CXS4021098	03/28/2024	03/28/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC-044-0038212-2024A	08/03/2024	08/03/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Leased/Rented Equipment			UM00076028MA24A	04/22/2024	04/22/2025	Per Item/Aggregate \$250,000

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

CERTIFICATE HOLDER For Insurance Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SECTION IV

INSTRUCTIONS TO CONTRACTORS AND INSURERS

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this contract and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all his employees to be engaged in work on the project under this Contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Statute. The Contractor shall provide and shall cause each subcontractor to provide adequate Employer's General Liability Insurance for the protection of such of his employees as are not otherwise protected.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and shall maintain during the life of this Contract a Comprehensive Liability Policy providing bodily injury coverage on an occurrence basis and property damage coverage on an accident basis, including damage arising from blasting, explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent Contractors, and Contractual General Liability Insurance. These policies shall provide limits of liability in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate.

The Contractor agrees to maintain such completed operations coverage as is required in this section for a period of one year from the date of acceptance of the work by the Owner or at the date of the final amounts owed the Contractor by the Owner, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger, and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others, or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

OWNER'S PROTECTIVE LIABILITY INSURANCE: The Contractor shall at his expense provide Owner Protective Liability Policies issued in the names of the *Owner and Engineer* covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate.

The following items should be listed in "Description of Operations" section of the certificate:

The City of Spanish Fort listed as Additional Insured

Description of Spanish Fort Estates Sidewalk Phase I shall be listed for insurance coverage clarification

INDEMNITY PROVISIONS:

The Contractor shall indemnify, defend and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expense, including attorneys' fees and cost arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation, or order. The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. He shall make good any injury that may have occurred to any adjoining building, structure, or utility in consequence of the Work.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under these Paragraphs shall not extend to the liability of the Engineer's negligent acts, errors, or omissions, or those of his employees or agents.

SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall require each of his subcontractors to produce and maintain during the life of his subcontract, subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the Owner.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute four signed copies of the certificate plus such additional copies as may be required for the company's records. One executed copy shall be forwarded to the Contractor for attachment to the original policy as an endorsement, and three copies shall be submitted to the Owner.

Three executed copies of each subsequent endorsement affecting the coverage of policies, and of each cancellation shall be forwarded to the Owner in accordance with Items 3 and 4 of the insurer's agreement contained in this certificate.

SECTION V

PROPOSAL

DATE: March 12, 2025

Proposal of Grant Nicho \$ Construction, LLC

Alabama License No. 55102 for constructing **Spanish Fort Estates Sidewalk Phase I** for the performance of all work and the furnishing of all labor and materials required by the Contract terms, specifications, and special provisions.

The specifications are attached hereto and specified and made a part hereof.

TO: **The City of Spanish Fort**
Spanish Fort Estates Sidewalk Phase I

Dear Sirs:

The following proposal is made on behalf of Grant Nichols Construction, LLC and no others. Evidence of authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm, or corporation.

WE certify that WE have carefully examined the plans for this project and the specifications hereto attached including the special provisions and have also personally examined the site of work. On the basis of the specifications and plans propose to furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the material in the manner specified.

WE further agree to complete all the work in Thirty (30) working days.

WE understand that the quantities below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

WE further propose to perform all "Force Account or Extra Work" that may be required of US on the basis provided in the specifications hereto attached, and to give such work OUR personal attention in order to see that it is economically performed.

WE further propose to execute the attached Contract Agreement as soon as the work is awarded to US and to begin and complete the work within the respective time limit provided for in the specifications and Notice to Contractors hereto attached.

The following items shall be constructed in accordance with the State of Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, except as modified herein:

NOTES:

1. The following unit prices shall include all labor, materials, equipment removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.
3. The Bidder understands that he must submit this entire booklet with the bid.
4. The Bidder understands that the unit prices govern for all pay items pricing submitted.
5. Project will be awarded on **BASE BID**.

**SCHEDULE OF ITEMS
THE CITY OF SPANISH FORT
SPANISH FORT ESTATES SIDEWALK PHASE 1**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
201-A	CLEARING & GRUBBING	LS	1	\$2636.29	\$2636.29
205-A	STREET SIGN RESET	EA	3	\$175.00	\$525.00
206-C1	CONCRETE REMOVAL (DRIVEWAY & WALKPATH)	SY	90	\$21.35	\$1921.50
206-C2	ASPHALT REMOVAL (DRIVEWAY)	SY	24	\$17.79	\$426.96
206-D1	REMOVAL OF CONCRETE CURB/GUTTER	LF	50	\$10.00	\$500.00
210-D	BORROW EXCAVATION	CY (TBM)	44	\$58.94	\$2593.36
600-A1	MOBILIZATION	LS	1	\$26,492.91	\$26,492.91
618-A	CONCRETE SIDEWALK, 4" THICK (INCLUDES EXCAVATION)	SY	640	\$77.84	\$49,817.60

*Verbiage added to 618-A2 as required by Addendum #1

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
618-A2	CONCRETE SIDEWALK, 5" THICK W/ 6"X6" WWF*	SY	110	\$70.04	\$7,704.40
618-D	HANDICAP RAMPS, ALL TYPES	EA	5	\$1266.19	\$6330.95
618-E	TRUNCATED DOMES	EA	5	\$455.79	\$2,278.95
623-C	CONCRETE CURB & GUTTER (MATCH EXISTING)	LF	60	\$60.09	\$3,605.40
650-A	TOPSOIL, 3" THICK	CY (TBM)	44	\$53.76	\$2,365.44
654-A	SOLID SODDING	SY	450	\$11.36	\$5,112.00
703-A	TRAFFIC CONTROL MARKINGS, CL2, TYPE A (ALL COLORS)	SF	200	\$12.53	\$2,506.00
740-A	TRAFFIC CONTROL SCHEME (INCLUDES ALTERNATE)	LS	1	\$4,386.57	\$4386.57
BASE SUBTOTAL AMOUNT				\$119,203.33	

ALTERNATE					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
206-D1	REMOVAL OF CONCRETE CURB/GUTTER	LF	20	\$48.04	\$960.80
210-D	BORROW EXCAVATION	CY (TBM)	22	\$55.72	\$1,225.84
618-A	CONCRETE SIDEWALK, 4" THICK (INCLUDES EXCAVATION)	SY	80	\$77.85	\$6,228.00
618-D	HANDICAP RAMPS, ALL TYPES	EA	2	\$1,266.18	\$2,532.36

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
618-E	TRUNCATED DOMES	EA	2	\$455.68	\$911.36
623-C	CONCRETE CURB & GUTTER (MATCH EXISTING)	LF	20	\$60.05	\$1,201.00
650-A	TOPSOIL, 3" THICK	CY	22	\$53.76	\$1,182.72
654-A	SOLID SODDING	SY	80	\$11.36	\$908.80
703-A	TRAFFIC CONTROL MARKINGS, CL2, TYPE A (ALL COLORS)	SF	100	\$12.53	\$1,253.00
ALTERNATE SUBTOTAL AMOUNT				\$16,403.88	

BASE SUBTOTAL AMOUNT	\$119,203.33
ALTERNATE SUBTOTAL AMOUNT	\$16,403.88
TOTAL AMOUNT	\$135,607.21

GRANT NICHOLS CONSTRUCTION, LLC LICENSE NO.: 55102

CONTRACTOR'S NAME & GENERAL CONTRACTOR'S LICENSE NUMBER

WE also propose to furnish a Contract Performance Bond, approved by the Owner in an amount equal to the total amount of the bid. This bond shall serve not only to guarantee the completion of the work on OUR part, but also to guarantee the excellence of both workmanship, and materials until the work is finally accepted.

Signature of Bidder (If Firm or Individual) _____

By: _____

Address of Bidder _____

Names and Addresses of Members of Firm _____

Signature of Bidder (Corporation) _____

Grant Nichols Business Address 5821 RANGELINE ROAD SUITE 203B THEODORE, AL 36582
President P. O. Box 183, Orange Beach, AL 36561

Sect. & Treas. Business Address _____

Attest: _____ Incorporated in ALABAMA
State

(CORPORATE SEAL)



SECTION VI

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Grant Nichols Construction, LLC of _____
(Name of Contractor)

5562 Pine Wood Circle, Orange Beach, AL 36561

(Address)

as Principal, and Philadelphia Indemnity Insurance Company of _____
(Name of Surety)

One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950

(Address)

as Surety, are held and

firmly bound unto The City of Spanish Fort as Oblige, in the full and just sum of FIVE PERCENT (5%) OF AMOUNT BID lawful money of the United States, for the payment (maximum amount of bond \$10,000) of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for:

**The City of Spanish Fort
Spanish Fort Estates Sidewalk Phase 1**

The condition of this obligation is such that, if the aforesaid Principal shall be awarded the Contract the said Principal will, within the time required, enter into a formal Contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed ten thousand (\$10,000.00) dollars. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered March 12, 2025

Date

Witness as to Principal: [Signature]
Contracting Firm Grant Nichols Construction, LLC

BY [Signature] (SEAL)

COUNTERSIGNED:

Name of Surety Philadelphia Indemnity Insurance Company

[Signature]
Suzanne Helena Young,
Non-Resident Alabama Licensed Agent

BY: Elba Irene McCullough, Attorney-in-Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



Bond # Bid Bond

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Robert M Coon, Benjamin Kenneth Taylor, Clayton T Bruin, Brooke Gagne, Cody James McCluskey, Windy D Lovelady, Beverly Jones, III, Elba Irene McCullough, Suzanne Helena Young, James Jackson Roberts, III, Steven Dana Scobey, Brittany B Irby, Alaine Nette Drane, Theresa Simmons Stump and Traci J DeGroat of James A. Scott & Son, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

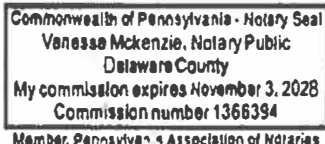


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of March, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SECTION VII

PERFORMANCE BOND

KNOW ALL MEN: That we _____
(Insert here the name and address or legal title of the Contractor)

_____ hereinafter called the Principal,

(Insert here the name and address or legal title of one or more Sureties)

_____ and

_____ and

hereinafter called the Surety or Sureties, are held and firmly bound unto the Owner, City of Spanish Fort, Alabama in the sum of _____ (\$_____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a Contract with the Owner for **Spanish Fort Estates Sidewalk Phase 1**, which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation are such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said Surety or Sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

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

(Individual Principals Sign Here)

Witnesses:

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

(Corporate Principal Sign Here)

Attest:

BY: _____

Attest:

(Surety Sign Here)

COUNTERSIGNED:

BY: _____

SECTION VIII

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ as Principal, and _____ as Surety, are held and firmly bound unto said Owner, hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum 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, City of Spanish Fort, Alabama, dated _____ (hereinafter called the Contract) for **Spanish Fort Estates Sidewalk Phase 1**, and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work 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 any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in connection with the said Contract, then the above obligation 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 to 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 or 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 the Principal and Surety or either of them (but not later than one (1) year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint _____, or his successor or representative as the agent of each of them to receive and accept services 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.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under 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 one year after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

- (f) The full name and residence of each individual party to the bond must be inserted in the first paragraph.
- (g) If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
- (h) The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.
- (i) The date of the bond must not be prior to the date of the Contract.

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

(Individual Principals Sign Here)

Witnesses:

_____(SEAL)
 _____(SEAL)
 _____(SEAL)
 _____(SEAL)

(Corporate Principal Sign Here)

Attest:

BY: _____

(Surety Sign Here)

Attest:

BY: _____

SECTION IX

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered into this ____ day of _____, 2025, by **THE CITY OF SPANISH FORT, ALABAMA**, hereinafter called the Owner, Party of the First Part, and _____, a Corporation organized and existing under the laws of the State of Alabama, a Partnership consisting of _____ of the City of Spanish Fort in the State of Alabama, _____, or _____, an individual, hereinafter called the Contractor, Party of the Second Part,

WITNESSETH: That the parties hereto do mutually agree as follows:

The Contractor shall furnish the labor, materials and perform the work for the construction of:

The City of Spanish Fort
Spanish Fort Estates Sidewalk Phase 1

and other work, complete in place with all appurtenances, for the consideration of the unit prices set forth in the Contractor's proposal (Estimated Base plus Additive Alternate) \$ _____) for the various items of work and in strict and entire conformity with the provisions of the Contract, the advertisement and proposal, the plans, general conditions, special provisions and supplemental specifications, and specifications prepared (or approved) and submitted by the Owner, copies of which are hereto attached, and which said plans and specifications and the advertisement and the proposal are hereby made a part of this agreement as fully and to the same effect as if the same has been set forth at length in the body of this Agreement.

The work shall be commenced within ten (10) days of the date specified in a work order to be issued to the Contractor by the Owner, or its authorized representative, and shall be completed within Thirty (30) working days from and after the commencement date stipulated in said work order. It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the first party may retain as liquidated damages, \$900.00 for each calendar day beyond the required date of completion.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

WITNESS:

THE CITY OF SPANISH FORT

BY: _____

Mayor

Official Title

WITNESS:

BY: _____

Business Address

Telephone Number

Federal ID #

I, _____, certify that I am the _____ of the corporation named as Contractor herein that _____, who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

(CORPORATE SEAL)

STATE OF ALABAMA

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____
_____ whose name as _____ of _____ is
signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being
informed of the contents of the within instrument, he, as such officer and with full authority executed the same
voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the _____ day of _____

NOTARY PUBLIC

MY COMMISSION EXPIRES

STATE OF ALABAMA

COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____
Michael McMillian whose name as Mayor, of The City of Spanish
Fort, acknowledged before me on this day that, being informed of the contents of the within
instrument he, in his capacity as such, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____

NOTARY PUBLIC

MY COMMISSION EXPIRES

SECTION X

GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS:

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the General Conditions shall form part of this Contract the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in the said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Contents

1. Contract and Contract Documents
2. Additional Instructions and Detail Drawings
3. Shop Drawings
4. Materials, Services, and Facilities
5. Contractor's Title to Materials
6. Inspection and Testing of Materials
7. "Or Equal" Clause
8. Patents
9. Surveys, Permits and Regulations
10. Contractor's Obligations
11. Weather Conditions
12. Protection of Work and Property--Emergency
13. Reports, Records and Data
14. Supervision by Contractor
15. Changes in Work
16. Extras
17. Owner's Right to Perform Work
18. Time for Completion and Liquidated Damages
19. Correction of Work
20. Subsurface Conditions Found Different
21. Claims for Extra Cost
22. Right of Owner to Terminate Contract
23. Construction Schedule and Periodic Estimates
24. Payments to Contractor
25. Acceptance of Final Payment Constitutes Release
26. Payments by Contractor
27. Insurance
28. Contract Security
29. Additional or Substitute Bond
30. Assignments
31. Mutual Responsibility of Contractors
32. Separate Contract
33. Subcontracting
34. Engineer's Authority
35. Stated Allowances
36. Use of Premises and Removal of Debris
37. Lands and Rights-of-Way
38. General Guaranty
39. Conflicting Conditions
40. Notice and Service Thereof
41. Provisions Required by Law Deemed Inserted
42. Protection of Lives and Health

43. Other Prohibited Interests
44. Use and Occupancy Prior to Acceptance by Owner
45. Project Documentation
46. Suspension of Work
47. Underground Utilities and Services
48. Existing Utilities
49. Erosion Control
50. Plans and Specifications Furnished
51. Public Convenience
52. Equipment
53. Determination of Lines and Grades
54. Contract Close-Out

The following terms are used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- (c) "Work on at the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

2. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS:

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instruction thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonable interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawing and instructions. The Contractor and the Engineer will prepare jointly (a) schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

3. SHOP DRAWINGS:

The Contractor shall submit to the Engineer for review, five (5) copies of all Shop Drawings, plus the number of copies the Contractor wishes to have returned to him after the Engineer's review, collated according to the organization of the accepted schedule of Shop Drawings, which has written indication that the Contractor has satisfied their responsibilities under the Contract. All Shop Drawing submissions shall be identified on enclosure and show Project name and Project number. The information shown on the Shop Drawings will be complete with respect to all design criteria, materials, and similar data to enable the Engineer to review the information as required.

The Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data prior to submission to the Engineer for review.

The Contractor shall furnish five (5) complete sets of the corrected copies of Shop Drawings including parts list, operation and maintenance manuals, lubrication charts and descriptive literature for all equipment. Also, any manufacturer's drawings of special materials required for the job shall be submitted to the Engineer for review prior to installation.

4. **MATERIALS, SERVICES AND FACILITIES:**

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

5. **CONTRACTOR'S TITLE TO MATERIALS:**

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

6. **INSPECTION AND TESTING OF MATERIALS:**

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specification and suitability for uses intended.

7. **"OR EQUAL" CLAUSE:**

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, as determined by the Engineer is of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

8. **PATENTS:**

- (a) The Contractor shall hold and save the Owner and its officer, agents, servants, and employees harmless for liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented

or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

9. **SURVEYS, PERMITS, AND REGULATIONS:**

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor centerline, clearing limits, and control points for project. The Contractor shall procure and pay all permits, licenses and approval necessary for the execution of his contract. Rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

Construction staking will be provided for only one time. Additional survey work will be provided by Contractor with no additional cost to the Owner. Contractor will be provided coordinates for said project upon request.

10. **CONTRACTOR'S OBLIGATIONS:**

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

11. **WEATHER CONDITIONS:**

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

12. **PROTECTION OF WORK AND PROPERTY—EMERGENCY:**

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action but has notified the Engineer of any emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of the General Conditions.

13. REPORTS, RECORDS, AND DATA:

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

14. SUPERVISION BY CONTRACTOR:

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

15. CHANGES IN WORK:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - 1. Labor, including foremen;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4. Power and consumable supplies for the operation of power equipment;
 - 5. Insurance; and
 - 6. Social Security and old age and unemployment contribution. To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen (15%) percent of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

16. EXTRAS:

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials, shall be allowed unless the work is ordered in writing by the Owner or its Engineer, acting officially for the Owner, and the price is stated in such order.

17. OWNER'S RIGHT TO PERFORM WORK:

It is understood that the Owner may delete any and/or all of the items listed above and the Contractor agrees to construct the remaining items at the bid price for each item.

18. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in ^{this} contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part of his consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the second party may retain as liquidated damages, the amount specified in Section 108 of the State of Alabama Standard Specifications for Highway Construction, for each calendar day beyond the required date of completion or \$900 dollars, whichever is greater.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall, within five (5) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

19. **CORRECTION OF WORK:**

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his

own expense. Rejected materials shall immediately be removed from the site. If in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT:

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 of the General Conditions.

21. CLAIMS FOR EXTRA COST:

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 15(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

22. RIGHT OF THE OWNER TO TERMINATE CONTRACT:

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within three (3) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall upon the expiration of said three (3) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within five (5) days from the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

23. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will be come due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payment thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

24. PAYMENTS TO CONTRACTOR:

- (a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain five (5%) percent of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month:
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

25. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and other relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

26. PAYMENTS BY CONTRACTOR:

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety (90%) percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project and the balance of the cost thereof, not later than the 30th day following the completion of that party of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

27. **INSURANCE:**

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions. (c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof or, (2) insure the activities of his policy, specified in subparagraph (b) hereof.
- (c) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.
- (d) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions), is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interest may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- (e) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered except after fifteen (15) days written notice has been received by the Owner."

28. CONTRACT SECURITY:

The Contractor shall furnish a performance bond in an amount at least equal to one hundred (100%) percent of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred (100%) percent of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or separate instruments in accordance with local law.

29. ADDITIONAL OR SUBSTITUTE BOND:

If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties, and then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

30. ASSIGNMENTS:

The Contractor shall not assign the whole or any part of this contract or any moneys due or become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

31. MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

32. SEPARATE CONTRACT:

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

33. SUBCONTRACTING:

- (a) The Contractor may utilize the services of specialty subcontractors only on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. The amount of work performed by a subcontractor shall be limited to forty (40%) percent of the Contract price, unless authorized by the Owner and/or Engineer.

- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

34. ENGINEER'S AUTHORITY:

The Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer's shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

35. STATED ALLOWANCES:

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "allowed Materials" is more or less than the "Cash Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

36. USE OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work; materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

- (d) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (e) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

37. LANDS AND RIGHTS-OF-WAY:

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

38. GENERAL GUARANTY:

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

39. CONFLICTING CONDITIONS:

Order of precedence of Sections of the Contract Documents shall be in descending order as follows: CONTRACT, GENERAL CONDITIONS, SPECIAL PROVISIONS, all other Sections. Any provision in any Section which may be in conflict or inconsistent with any provision in any Section of greater precedence shall be void to the extent of such conflict or inconsistency.

40. NOTICE AND SERVICE THEREOF:

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

41. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

42. PROTECTION OF LIVES AND HEALTH:

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

43. OTHER PROHIBITED INTERESTS:

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contracts or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

44. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER:

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- (b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- (c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

45. PROJECT DOCUMENTATION:

- (a) General: Prior to start of construction, the Project right-of-way or easement shall be documented by the use of photographs or videotapes. Pictures (photo or video), in color, shall be taken at 100 feet on centers and shall be taken along the centerline of the Project looking up station. At least one station marker shall be visible for identification purposes and station markers shall be set by the Contractor. During the course of the documentation, any features or items of interest or importance which may be encountered shall be photographed or videotaped. Prints or tapes shall be delivered to the Engineer within one week after they are made. The Contractor will not be paid any portion of a partial payment request until prints or tapes are delivered to the Engineer's office.
- (b) Photographs: Clear, legible photographs shall be taken by a skilled technician using a wide angle lens. Each photograph shall be identified on the back with Project number, location, date and time of day that photograph was taken. One color print approximately 4" x 6" and the negative shall be delivered to the Engineer.
- (c) Videotapes: The purpose of the videotape recordings shall be a supply of continuous visual and audio record of problem areas, items, and features found within any particular area. This videotape record may be supplemented with photographs to exactly identify and locate specific bad features or items.

The videotape recordings shall be capable of recording and reproducing a picture having not less than 500 lines of resolution. The videotape recorder shall be one on which both sound and video information can be recorded utilizing a VHS video cassette system. The videotape recording shall be made on magnetic tape which shall produce a visual image equal to or better than the quality of the picture on a television monitor. The replay of the recorder video information, when reviewed on a monitor/receiver, shall be free of electrical interference and shall produce clear, stable images. To

ascertain that the equipment to be used in this Work meets the stated minimum requirements, a videotape of a suitable test pattern will be required prior to initiation of Work. The audio portion of the composite signal shall be sufficiently free of electrical interference and background noise to provide an oral report that is clear and completely and easily discernible. The audio portion of the tape report shall be recorded by the operating technician on the audio-video tapes as they are being produced and shall include the location or identification of the section being viewed, the station-to-station direction of travel, the distance traveled on the specific run, and any problems encountered. Videotape recordings shall be enclosed in a vinyl plastic container which shall clearly indicate the date the tape was taken and the designated section(s) of the Project contained on the tape.

There shall be no separate payment for photographic and/or videotape work.

46. SUSPENSION OF WORK:

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

47. UNDERGROUND UTILITIES AND SERVICES:

The plans show certain features of the topography and certain underground utilities, but they do not propose to show in complete detail all such lines or obstructions. Such topography and notes on the plans were inserted from records available and are for the contractor's convenience, and shall not be used as a basis for claims or extra compensation.

Minor obstructions are not shown on the plans. Their presence, and the required removal and the resetting thereof shall be considered incidental to the overall project and the cost for the work noted above shall be included in the overall bid price for the project (no separate payment).

Mailboxes, signs and other minor obstructions are not shown on the plans. Their presence, and the required removal and the resetting thereof shall be considered incidental to the overall project and the cost for the work noted above shall be included in the overall bid price for the project (no separate payment).

48. EXISTING UTILITIES:

The existing utilities as shown on the plans are for the Contractor's benefit. These utilities have been plotted from the best available records. However, failure to show any utility on the construction plans does not justify additional payment to the Contractor if said utility is damaged. The Contractor must notify the utility companies involved prior to starting construction and shall make every effort not to damage any utilities. If utilities are damaged by the Contractor, the Contractor must pay all expenses incurred in the repair at no cost to the Owner or Engineer.

49. EROSION CONTROL:

Immediately prior to any clearing and grubbing or any excavation which could disturb the soils, the Contractor shall install the erosion control items in locations indicated on the construction plans.

The Contractor will be responsible for identifying and installing erosion control in areas where erosion may be encountered during construction of the project. The Contractor shall take all necessary precautions to insure that the construction of the project and the erosion/sediment from the project are adequately controlled and do not damage streams or adjacent property.

The erosion control items installed shall be maintained by the Contractor throughout the course of the project.

50. PLANS AND SPECIFICATIONS FURNISHED:

The Engineer shall provide the Contractor with three (3) sets of construction plans and specifications. Any additional plans and specifications required by the Contractor must be paid for by the Contractor.

51. PUBLIC CONVENIENCE:

No attempt is made to restrict work hours of the Contractor's operations, but he is reminded that it will be necessary to arrange his work schedule to provide the least inconvenience to the public and individual residents.

The Contractor shall take extra precaution to insure that traffic is protected by the use of, but not limited to, flashing signs and barrels.

No direct payment will be made for any of the work described in this section.

52. EQUIPMENT:

Choice of equipment for excavation or other project work shall be the responsibility of the Contractor, however, any equipment that results in waste of material, inaccurate work, or otherwise proves objectionable shall be replaced as directed by the Engineer at no additional cost to the Owner.

53. DETERMINATION OF LINES AND GRADES:

The Engineer will set one set of construction stakes for the Contractor establishing all lines and grades necessary for the proper prosecution of the work. The location, alignment and elevation of all parts of the work will be established by the Engineer, but the Contractor shall assume full responsibility for construction to alignment, grade, and dimensions indicated in the plans. These stakes shall constitute the field control by which the Contractor shall govern and execute his work.

54. CONTRACT CLOSE-OUT:

Subsequent to the final inspection of this project by the Engineer, the following requirements must be satisfied by the Contractor before final payment can be made.

- a. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by the Engineer a minimum of once a week for four consecutive weeks.
- b. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
- c. The Contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
- d. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project as per Item 25 of this section.
- e. If any purchase items have been incorporated in the work, the Contractor must furnish a letter on his letterhead assigning those warranties to the OWNER. Copies of said warranties shall be bound in one binder and submitted along with the letter assignment.
- f. The Contractor must provide one complete set of "as built" covering all utility routing, structural, mechanical, and electrical aspects of the work, including wiring schematics.



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

March 12, 2025

Honorable Michael McMillian
City of Spanish Fort
7361 Spanish Fort Blvd.
Spanish Fort, AL 36527

RE: Recommendation to Award – Spanish Fort Estates Sidewalk Phases 1

Dear Honorable Michael McMillian,

Sawgrass Consulting has tabulated and certified the results of the bidder's proposals for the contract for the City of Spanish Fort Spanish Fort Estates Sidewalk Phase 1 Project received March 12, 2025. The proposal and qualifications of the lowest responsible bidder are in order; therefore, we recommend that the City of Spanish Fort award the construction contract to Grant Nichols Construction (AL License No. 55102) for the **Bid Amount of \$135,607.21**.

Please review the attached Bid Tabulation Summary for reference. Please contact me at 251-544-7900 if you have any questions regarding these results.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Delahunty", written over a circular blue ink stamp.

Stephen Delahunty, PE
President

Enclosures



Bid Tabulation
City of Spanish Fort
Spanish Fort Estates Sidewalk Phase 1
DATE: March 12, 2025

CONSTRUCTION ITEMS				Grant Nichols Construction		Harwell & Company	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE							
201-A	CLEARING & GRUBBING	LS	1	\$ 2,636.29	\$ 2,636.29	\$ 1,200.00	\$ 1,200.00
205-A	STREET SIGN RESET	EA	3	\$ 175.00	\$ 525.00	\$ 100.00	\$ 300.00
206-C1	CONCRETE REMOVAL (DRIVEWAY & WALKPATH)	SY	90	\$ 21.35	\$ 1,921.50	\$ 30.00	\$ 2,700.00
206-C2	ASPHALT REMOVAL (DRIVEWAY)	SY	24	\$ 17.79	\$ 426.96	\$ 36.00	\$ 864.00
206-D1	REMOVAL OF CONCRETE CURB/GUTTER	LF	50	\$ 10.00	\$ 500.00	\$ 30.00	\$ 1,500.00
210-D	BORROW EXCAVATION	CY (TBM)	44	\$ 58.94	\$ 2,593.36	\$ 49.50	\$ 2,178.00
600-A1	MOBILIZATION	LS	1	\$ 26,492.91	\$ 26,492.91	\$ 10,000.00	\$ 10,000.00
618-A	CONCRETE SIDEWALK, 4" THICK (INCLUDES EXCAVATION)	SY	640	\$ 77.84	\$ 49,817.60	\$ 93.75	\$ 60,000.00
618-A2	CONCRETE SIDEWALK, 5" THICK INCLUDE 6" x 6" WWF	SY	110	\$ 70.04	\$ 7,704.40	\$ 104.00	\$ 11,440.00
618-D	HANDICAP RAMPS, ALL TYPES	EA	5	\$ 1,266.19	\$ 6,330.95	\$ 2,400.00	\$ 12,000.00
618-E	TRUNCATED DOMES	EA	5	\$ 455.79	\$ 2,278.95	\$ 325.00	\$ 1,625.00
623-C	CONCRETE CURB & GUTTER (MATCH EXISTING)	LF	60	\$ 60.09	\$ 3,605.40	\$ 68.00	\$ 4,080.00
650-A	TOPSOIL, 3" THICK	CY (TBM)	44	\$ 53.76	\$ 2,365.44	\$ 49.50	\$ 2,178.00
654-A	SOLID SODDING	SY	450	\$ 11.36	\$ 5,112.00	\$ 12.00	\$ 5,400.00
703-A	TRAFFIC CONTROL MARKINGS, CL2, TYPE A (ALL COLORS)	SF	200	\$ 12.53	\$ 2,506.00	\$ 15.00	\$ 3,000.00
740-A	TRAFFIC CONTROL SCHEME (INCLUDES ALTERNATE)	LS	1	\$ 4,386.57	\$ 4,386.57	\$ 12,000.00	\$ 12,000.00
BASE BID SUBTOTAL AMOUNT				\$	119,203.33		\$ 130,465.00
ALTERNATE							
206-D1	REMOVAL OF CONCRETE CURB/GUTTER	LF	20	\$ 48.04	\$ 960.80	\$ 30.00	\$ 600.00
210-D	BORROW EXCAVATION	CY (TBM)	22	\$ 55.72	\$ 1,225.84	\$ 49.50	\$ 1,089.00
618-A	CONCRETE SIDEWALK, 4" THICK (INCLUDES EXCAVATION)	SY	80	\$ 77.85	\$ 6,228.00	\$ 93.75	\$ 7,500.00
618-D	HANDICAP RAMPS, ALL TYPES	EA	2	\$ 1,266.18	\$ 2,532.36	\$ 2,400.00	\$ 4,800.00
618-E	TRUNCATED DOMES	EA	2	\$ 455.68	\$ 911.36	\$ 325.00	\$ 650.00
623-C	CONCRETE CURB & GUTTER (MATCH EXISTING)	LF	20	\$ 60.05	\$ 1,201.00	\$ 68.00	\$ 1,360.00
650-A	TOPSOIL, 3" THICK	CY	22	\$ 53.76	\$ 1,182.72	\$ 49.50	\$ 1,089.00
654-A	SOLID SODDING	SY	80	\$ 11.36	\$ 908.80	\$ 12.00	\$ 960.00
703-A	TRAFFIC CONTROL MARKINGS, CL2, TYPE A (ALL COLORS)	SF	100	\$ 12.53	\$ 1,253.00	\$ 12.00	\$ 1,200.00
ALTERNATE SUBTOTAL AMOUNT				\$	16,403.88	\$	19,248.00
BASE BID SUBTOTAL AMOUNT				\$	119,203.33	\$	130,465.00
ALTERNATE SUBTOTAL AMOUNT				\$	16,403.88	\$	19,248.00
TOTAL BID AMOUNT				\$	135,607.21	\$	149,713.00

I certify that this Bid Tabulation is true and accurate based on unit prices provided by each individual bidder.

All corrections are evident and as shown in the tabulation.


Project Manager


Date

RESOLUTION NO. 1491-2025

A RESOLUTION ACCEPTING CERTAIN STREETS FOR MAINTENANCE

WHEREAS, Mr. Jason N. Estes of Dewberry Engineers, Inc., requested on behalf of the developer that the City accept certain streets in Churchill Phase 5 for maintenance; and

WHEREAS, the City Engineer has inspected the streets and recommends that the City accept the subject streets for maintenance; and

WHEREAS, based on the posting of the maintenance bond by the developer/builder and the representations and certifications made by the developer and project engineers on the subdivision plat, construction drawings, applications and other supporting documentation, the City desires to accept the subject streets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council hereby accepts for maintenance those certain streets named Thistledown Loop and Bramshell Drive in Churchill Phase 5, according to the plat thereof recorded at Slide No _____ in the Office of the Judge of Probate of Baldwin County, Alabama. The City Council hereby accepts the maintenance bond attached here to as Exhibit 1, subject to any changes approved by the Mayor and City Attorney. A copy of the Engineer's Certificate and Affidavit are attached as Exhibit 2.

SECTION 2. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

SECTION 3. This Resolution shall become effective upon its adoption or as otherwise required by state law.

ADOPTED AND APPROVED this ____ *day of* _____, **2025.**

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Mark W Edwards II, Jeffrey M Wilson, Robert R Freel, Alisa B Ferris, Richard H Mitchell, Anna Childress, William M. Smith, Kimberly Rochester, Gabriella Bozzano, Krista Shelnutt** ----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Twenty Five Million Dollars (\$25,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

30th day of January, 2026.

Andrew Rose, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

Alabama, an Alabama municipal corporation,

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Rob Middleton Construction, LLC, as Principal, and NGM Insurance Company a corporation organized under the laws of the State of Florida and duly authorized to do business in the State of Alabama, as Surety, are held and firmly bound unto City of Spanish Fort, as Obligee, in the penal sum of Five Hundred Sixteen Thousand Three Hundred Twenty One and 79/100 (\$516,321.79) DOLLARS to which payment well and truly to be made we bind ourselves, our and each of our heirs executors, administrators, successors and assigns jointly and severally, firmly by these presents.

Insert Name of Party to the Contract

WHEREAS, the Principal entered into a Contract with City of Spanish Fort for improvements in Churchill Phase 5 Subdivision - Grading & Drainage and Roadways.

(List improvements to be accepted)

or other failures

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent or exist during the period following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee, whether expressed or implied is extended by the Principal or Obligee only, and the Surety assumes no liability for such a guarantee.

if the date the City Council of the City of Spanish Fort accepts the streets or highways for maintenance

This bond shall be effective for two (2) years from January 30, 2025 to January 30, 2027 and may be renewed annually by Continuation Certificate. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond, shall constitute loss to the Obligee recoverable under this bond.

Signed and sealed this 30th day of January, 2025.

Rob Middleton Construction, LLC

By: [Signature] 3406 Halls Mill Road, Mobile, AL 36693

Its: PRESIDENT

NGM Insurance Company

4601 Touchton Road East, Suite 3400, Jacksonville, FL 32246

By: [Signature]

Its: Richard H. Mitchell, Attorney-in-Fact

CORPORATE SEAL



January 8, 2025

Mr. Casey Rains
Planning Coordinator
City of Spanish Fort
Spanish Fort, Alabama 36526

Re: Churchill Ph. 5
FINAL DOCUMENT PACKAGE

Dear Mr. Rains:

Please find enclosed the submittal package for Churchill Ph. 5 for your review, comment and/or approval. Included in this submittal you will find the following information:

- ☐ Two (2) sets of As-Built Plans
- ☐ Engineer's Certificate & Affidavit
- ☐ Request for Acceptance Letter
- ☐ Engineer's Maintenance Surety Estimate
- ☐ Engineer's Performance Surety Estimate
- ☐ Storm Pipe Video & Review
- ☐ Roadway Materials Test Reports
- ☐ Digital shapefiles & pdf as built

If you have any questions or comments, regarding this information please give me a call at 251-990-9950.

Sincerely,
Dewberry Engineers Inc.

A handwritten signature in blue ink, appearing to read "Jason N. Estes", is written over the company name.

Jason N. Estes, P.E.
Associate Vice President
Branch Manager

JNE/ck

APPENDIX 'E'

**CERTIFICATE OF REGISTERED PROFESSIONAL
ENGINEER**

I, Jason N. Estes, a registered Professional Engineer, registered in the State of Alabama, registration number 22714, hereby certify that I have reviewed this plat and that it is in compliance with the Stormwater Management requirements of the Spanish Fort Subdivision Regulations.

Jason N. Estes 1/8/25
Engineer Date

Dewberry Engineers Inc.
Firm

SEAL



APPENDIX 'F'

**AFFIDAVIT OF REGISTERED PROFESSIONAL
ENGINEER**

I, Jason N. Estes, a registered Professional Engineer, registered in the State of Alabama with a registration number of 22714, hereby certify that I have designed the within improvements in conformity with applicable codes and laws and with the principles of good engineering practice, including the stormwater management requirements of the Spanish Fort Subdivision Regulations. I further certify that I have supervised the construction to my design, that the within is a true and accurate representation of improvements as installed.

Jason N. Estes 1/8/25
Engineer Date

Dewberry Engineers Inc.
Firm



Dewberry Engineers Inc.
25353 Friendship Road
Daphne, AL 36526

251.990.9950
251.990.9910 fax
www.dewberry.com

January 8, 2025

Mr. Casey Rains
Planning/Development Coordinator
City of Spanish Fort, AL.

Dear Casey:

On behalf of our client, D.R. Horton, we are requesting that the City of Spanish Fort accept the Publicly Dedicated Streets and Infrastructure for maintenance in Churchill Phase Five Subdivision. Should you have any questions, please contact us.

Thank you,

Sincerely,
Dewberry Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Jason N. Estes", is written over the company name.

Jason N. Estes, PE
Associate Vice President
Branch Manager

JNE/ck



Dewberry Engineers Inc.
25353 Friendship Road
Daphne, AL 36526

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251.990.9910 fax
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ENGINEER'S MAINTENANCE SURETY ESTIMATE
Churchill Ph. 5

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
1	18" REINFORCED CONCRETE PIPE, CLASS 3	LF	1574	\$ 50.89	\$ 80,100.86
2	24" REINFORCED CONCRETE PIPE, CLASS 3	LF	182	\$ 71.18	\$ 12,954.76
3	30" REINFORCED CONCRETE PIPE, CLASS 3	LF	630	\$ 105.18	\$ 66,263.40
4	36" REINFORCED CONCRETE PIPE, CLASS 3	LF	345	\$ 142.59	\$ 49,193.55
5	TYPE S-1 INLET	EA	15	\$ 5,893.58	\$ 88,403.70
6	TYPE S-2 INLET	EA	4	\$ 6,130.95	\$ 24,523.80
7	YARD INLET	EA	6	\$ 4,357.07	\$ 26,142.42
8	DRAINAGE JUNCTION BOX	EA	3	\$ 5,004.62	\$ 15,013.86
9	CONCRETE DITCH	LF	1071	\$ 65.28	\$ 69,914.88
10	BUBBLER STRUCTURE	EA	2	\$ 2,927.49	\$ 5,854.98
11	OUTLET STRUCTURE (BOX W/ WIER)	EA	2	\$ 6,275.94	\$ 12,551.88
12	OUTLET STRUCTURE (CONCRETE OVERFLOW)	LS	2	\$ 14,242.34	\$ 28,484.68
13	CONCRETE SLOPE PAVED ENDWALL (18" SINGLE)	EA	2	\$ 1,068.18	\$ 2,136.36
14	CONCRETE SLOPE PAVED ENDWALL (24" SINGLE)	EA	1	\$ 1,186.86	\$ 1,186.86
15	CONCRETE SLOPE PAVED ENDWALL (36" SINGLE)	EA	1	\$ 1,780.29	\$ 1,780.29
16	RIP- RAP, CLASS 2,W/ FILTER FABRIC	TON	340	\$ 92.29	\$ 31,378.60
SUB-TOTAL GRADING & DRAINAGE:					\$ 515,884.88
ROADWAYS					
17	GRANULAR SAND SUB-BASE MATERIAL, 24" THICK	LF	1027	\$ 10.09	\$ 10,362.43
18	GRANULAR SAND SUB-BASE MATERIAL, 18" THICK	SY	5478	\$ 8.78	\$ 48,096.84
19	PRIME COAT, ALDOT 401-A, TYPE A, 0.25 GAL/SY	SY	10308	\$ 1.42	\$ 14,637.36
20	CRUSHED AGGREGATE BASE COURSE, (LIMESTONE) TYPE B PLANT MIX, ALDOT 301A-012, 6" COMPACTED THICKNESS	SY	12602	\$ 24.91	\$ 313,915.82
21	BITUMINOUS CONCRETE WEARING LAYER, ALDOT 424-A, 220 LBS/SY	SY	10308	\$ 19.58	\$ 201,830.64
22	TYPE 'A'- 2'-6" CONCRETE VALLEY GUTTER	LF	6875	\$ 21.36	\$ 146,850.00
23	CONCRETE SIDEWALK, 5' WIDE (ADJACENT TO AND WITHIN COMMON AREAS ONLY)	LF	248	\$ 64.09	\$ 15,894.32
24	CONCRETE HANDICAP RAMP	EA	12	\$ 1,305.55	\$ 15,666.60
25	SPEED LIMIT SIGN W/POST	EA	2	\$ 412.52	\$ 825.04
26	STOP SIGN W/POST	EA	5	\$ 543.07	\$ 2,715.35
27	STREET NAME SIGN	EA	10	\$ 412.52	\$ 4,125.20
SUB-TOTAL ROADWAYS:					\$ 774,919.60
GRAND TOTAL:					\$ 1,290,804.48



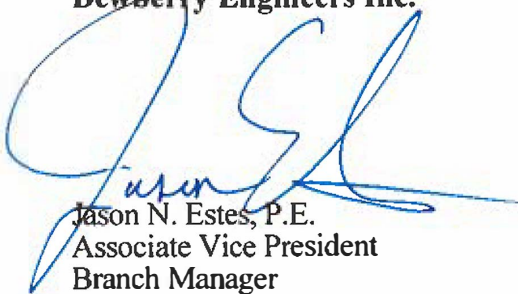
Dewberry Engineers Inc.
25353 Friendship Road
Daphne, AL 36526

251.990.9950
251.990.9910 fax
www.dewberry.com

I certify the above estimate to be true and correct to the best of my knowledge.

The City of Spanish Fort maintenance surety required is 2 years @ 40% = \$ 516,321.79.

Sincerely,
Dewberry Engineers Inc.

A handwritten signature in blue ink, appearing to read "Jason N. Estes", written over the printed name and title.

Jason N. Estes, P.E.
Associate Vice President
Branch Manager



JNE/ck

SEAL



Dewberry Engineers Inc.
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Daphne, AL 36526

251 990 9950
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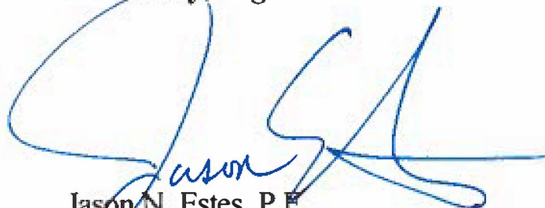
ENGINEER'S PERFORMANCE SURETY ESTIMATE
Churchill Ph. 5

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	CONCRETE SIDEWALK, 5' WIDE (LOTS)	LF	6627	\$ 35.00	\$ 231,945.00
PERFORMANCE BOND @ 125%:					\$ 289,931.25

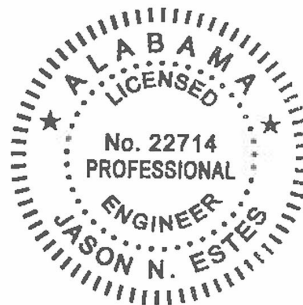
I certify the above estimate to be true and correct to the best of my knowledge.

The City of Spanish Fort performance surety required is 2 years @ 125% = \$ 289,931.25.

Sincerely,
Dewberry Engineers Inc.



Jason N. Estes, P.E.
Associate Vice President
Branch Manager



JNE/ck

SEAL

RESOLUTION NO. 1492-2025

**A RESOLUTION APPOINTING A MEMBER TO THE BOARD OF DIRECTORS FOR
THE COOPERATIVE DISTRICT OF THE CITY OF SPANISH FORT – HIGHWAY 181
PUBLIC FACILITIES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT,
ALABAMA, AS FOLLOWS:**

SECTION 1. Brad Bass is hereby appointed to be the Board of Directors for the Cooperative District of the City of Spanish Fort – Highway 181 Public Facilities, for a term of four (4) years, beginning on March 18, 2025..

SECTION 2. All appointments made by this Resolution are subject to the terms and conditions contained in with Ala. Code § 11-99B-1, et seq., (1975), as amended.

SECTION 3. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1493-2025

**A RESOLUTION APPOINTING A MEMBER TO THE BOARD OF DIRECTORS FOR
THE COOPERATIVE DISTRICT OF THE CITY OF SPANISH FORT – HIGHWAY 98
PUBLIC FACILITIES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT,
ALABAMA, AS FOLLOWS:**

SECTION 1. Brad Bass is hereby appointed to be a member of the Board of Directors for the Cooperative District of the City of Spanish Fort – Highway 98 Public Facilities for a term of four (4) years, beginning on March 18, 2025.

SECTION 2. All appointments made by this Resolution are subject to the terms and conditions contained in with Ala. Code § 11-99B-1, et seq., (1975), as amended.

SECTION 3. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk